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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
SILVERGLEN SECTION I
A RESIDENTIAL NEIGHBORHOOD**

THIS DECLARATION, made as of the date hereinafter set forth by **WELLINGTON PARTNERS, LTD.**, a Texas Limited Partnership (hereinafter referred to as "Declarant") , and its successors and assigns.

WITNESSETH:

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

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities within such property, to collect assessments and to provide, among other things, maintenance of all common areas and those areas which are determined by the Board of Directors as herein after defined to impact the Property and to provide other services, without obligation, as may be determined by the Board of Directors for such property; and, to this end to define the Lots (described by recorded Plat File Nos. R926209 and R926210 of the Harris County Map Records) as a residential subdivision to be developed and subject to the jurisdiction of the Silverglen Property Owners Association, Inc., a Texas non-profit corporation (hereinafter referred to as the "Association") and to create covenants, conditions and restrictions hereinafter set forth for the benefit of the residential lots and all present and future owners thereof; and

WHEREAS, the Declarant shall retain the exclusive right, without a vote of the members, to annex any portion(s) of the property described on Exhibit "B" as (the "Additional Property") and which upon annexation will become subject to the jurisdiction of the Silverglen Property Owners Association, Inc. as of the date of recording a Supplemental Declaration, to evidence such action, in the public records of the Harris County Clerk's office.

NOW THEREFORE, Declarant hereby declares that the Lots in the property described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the land and/or Lots as defined by the recorded plat and shall be binding upon all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

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

SECTION 1. "ARCHITECTURAL REVIEW COMMITTEE" or "ARC" shall mean and refer to that certain Committee created pursuant to Article VI of the Declaration. The ARC is created for the purpose of review of all residential construction and/or improvements to be located on any t Lot in advance of any construction. Review of the ARC (hereinafter defined) shall be in addition to the review of any governmental jurisdiction and the conclusion of the ARC shall be the final authority on behalf of the Association.

SECTION 2. "ASSOCIATION" shall mean and refer to the Silverglen Property Owners Association, Inc., which shall be governed by a Board of Directors whose terms and election shall be as defined within the bylaws adopted on behalf of the Association.

SECTION 3. "BOARD" or "BOARD OF DIRECTORS" shall mean and refer to the Board of Directors of the Silverglen Property Owners Association, Inc.

SECTION 4. "BUILDER" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot.

SECTION 5. "DECLARATION" shall mean and refer to that certain Declaration of Covenants, Conditions, and Restrictions imposed on the Properties as described herein and filed with Harris County Clerk's office and any respective amendment or Supplement Declaration which may also be recorded in the Official Public Records of Real Property of Harris County, Texas.

SECTION 6. "COMMON AREA" shall mean and refer to any properties, real or personal, owned by the Association for the common use and enjoyment of the Members of the Association.

SECTION 7. "CORNER LOT" shall mean and refer to a Lot which abuts on more than one Street.

SECTION 8. "DECLARANT" shall mean and refer to WELLINGTON PARTNERS, LTD., a Texas Limited Partnership, its successors and assigns.

SECTION 9. "LOT" shall mean and refer to any of the numbered lots shown on the Subdivision Plat(s) recorded under Harris County Clerk's File No. R926210 and R926209 and/or any future replat of the Subdivision Plat(s), intended for the construction of a residence, excluding all reserve tracts shown on the Subdivision Plat(s), but including Lots hereafter created by a replat or any addition of land thereto, provided, however, should a lot be conveyed to the Association for purposes of providing a Common Area, the restrictions and assessments contained herein shall not apply to said Lot.

SECTION 10. "MEMBER" shall refer to every person or entity which holds a membership in the Association.

SECTION 11. "NEIGHBORHOOD" shall mean and refer to each separately designated and denominated residential area within the Property and all or a portion of the Property, comprised of one or more types of housing and other permitted uses, whether or not governed by an additional property owners' association. The Declarant or other Owner of such Property may designate in a Supplemental Declaration that such Property may constitute a separate neighborhood. All property subject to this Declaration which is not included within a designated Neighborhood shall be considered part of a single unnamed Neighborhood. The Declarant or Board may grant separate Neighborhood status to any area upon written request by the Owners representing a majority of the total votes within the proposed Neighborhood.

SECTION 12. "NEIGHBORHOOD ASSESSMENTS" shall mean assessments levied by the Board for payment of Neighborhood Expenses. Such Neighborhood Assessments shall be determined and adopted by the Board and this fee shall be in addition to such fee(s) as defined by the Association.

SECTION 13. "NEIGHBORHOOD EXPENSES" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of the Owner(s) of a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements.

SECTION 14. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 15. "PROPERTY" shall mean and refer to that certain tract(s) of land described on Exhibit "A" attached hereto and "Additional Property" shall mean and refer to that certain tract(s) of land described in Exhibit "B" attached hereto and which may be annexed into the Association by the filing of a Supplement Declaration and recording such document with the Clerk of Harris County and/or any future replat or amendments thereto. Additional

Property may also be expanded by the addition of property which is not defined on Exhibit "B", however, which may be incorporated by annexation as further provided herein. Upon annexation, the Additional Property shall become part of the Property for all purposes.

SECTION 17. "STREET" shall mean and refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the residential Subdivision Plat(s).

SECTION 18. "SUBDIVISION PLAT" shall mean and refer to the recorded maps, plats or any replat of a portion of the Properties recorded and filed in the Map Records of Harris County, Texas.

SECTION 19. "SUPPLEMENTAL DECLARATION" shall refer to an instrument which is recorded for the benefit of creating restrictions to all or to certain Lots and/or to subject Additional Property to this Declaration. This instrument shall be executed by the Declarant or other Owner(s) of the affected property which designates a Neighborhood or imposes additional restrictions on all or part of the Properties which shall run with the land and be enforceable. The Additional Property annexed shall also be subject to the jurisdiction and authority of the Silverglenn Property Owners Association, Inc..

ARTICLE II

SECTION 1. CONTRACTUAL DIVISION OF AUTHORITY. The Association shall have the right to enter into contractual agreements with other like entities for the benefit of performing its respective functions as set forth in its organizational documents and the Declaration. The Association shall retain the right (but not the obligation) to enter into a contract that provides, inter alia, to operate and maintain the Common Areas and/or to provide like or similar services with other Properties or like entities.

ARTICLE III

ORGANIZATION AND VOTING RIGHTS

SECTION 1. ORGANIZATION. Declarant has caused the Association to be organized and the property to be formed as a Neighborhood pursuant to this Declaration. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, and the general overall supervision of all of the affairs of and the promotion of the health and welfare of the residents within the Property which shall be administered under the overall jurisdiction of the Association.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board comprised of not less than three (3) Directors, which shall represent and communicate the affairs of the Association, as specified in the By-Laws of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association, however the number shall never be less than three (3). The initial term and election of Directors shall be as defined in the Articles of Incorporation or Bylaws.

SECTION 3. MEMBERSHIP. Every Owner within the Association shall be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to any and all Assessments, regular, Neighborhood and/or special assessments imposed by the Association.

SECTION 4. VOTING. The Association shall initially have two classes of voting membership:

- (a) CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all of such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

No cumulative voting shall be permitted.

(b) CLASS B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the occurrence of the following events: (i) when the total votes in the Class A membership equal the total votes in the Class B membership, or (ii) on December 31, 2021, whichever is later, or earlier (iii) as may be otherwise defined in writing by Declarant.

However, at such time that Additional Property is annexed into the Association, the Class B membership of the Declarant, shall, if it has previously ceased due to one of the conditions listed above in (i), (ii), or (iii), be reinstated and shall apply to all Lots owned by Declarant in the newly annexed portion of the Additional Property as well as to all Lots owned by Declarant in all other areas of the Property. Such reinstatement is subject to further cessation (and subsequent reinstatement at the time of subsequent annexations to the Properties) in accordance with the limitations set forth in the preceding paragraphs (i), (ii), or (iii) of this Section, whichever occurs first. However, upon each reinstatement of Declarant's Class B membership and voting rights due to annexation of additional property, the date in Section 4 of this Article shall be redefined (to the extent necessary) such that it is in no event less than ten (10) years from the date of the recorded annexation, unless otherwise defined by a recorded document.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.

The Declarant, for each Lot within the Property, hereby covenants and each Owner of any Lot, by Acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Associations the following:

- (a) Annual Assessments or charges;
- (b) special assessments for capital improvements; and
- (c) Neighborhood Assessments, if applicable;

such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, and recovery of all costs to maintain such Lot as further provided within this Declaration shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due, notwithstanding any subsequent transfer of title of such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them. However, successors in title shall nonetheless acquire title to the land subject to the lien securing the assessments and charges.

SECTION 2. PURPOSE OF ASSESSMENTS. The uses and benefits to be provided by the Association shall include, by way of clarification and without obligation, at its sole option, any and/or all of the following: constructing and maintaining paths, parks, lakes, landscape reserves, parkways, easements, esplanades, fences, culdesac and street medians, recreational facilities, including swimming pools and tennis courts, play courts, and other common areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Subdivision to which the Maintenance Assessment applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the Assessments, employing neighborhood patrol services, lifeguards, instructors, and operators, caring for vacant Lots,

garbage collection, electrical charges for street lights, and doing other things necessary or desirable, in the opinion of the Association, to keep the Subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein.. It is understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association or is a specific obligation of the Association.

Annual Assessments shall be levied equally against all of the Lots.

Neighborhood Assessments shall be levied equally against all of the Lots in a particular Neighborhood where the Board has determined that certain expenses of the Association benefit only that Neighborhood. Upon written request by the owners representing a majority of the total votes within a Neighborhood, the Board shall initiate a service benefiting only that particular Neighborhood which shall be paid for by a Neighborhood Assessment, or the Board may discontinue a service previously provided to a Neighborhood, as may be agreed upon by the members of such Neighborhood. Such expenses benefiting only a particular Neighborhood may include, without limitation, expenses incurred for maintenance and repair of the following items and provision of the following services within a particular Neighborhood: private streets, trash and back door garbage pick-up service as opposed to curb side service, lighting, mailboxes, operation and maintenance of landscaping, fountains and signs within the particular Neighborhood, entry gates, perimeter fencing, recreational equipment.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner by Declarant, the maximum annual assessment shall be **\$800** per Lot. Each year thereafter, the maximum annual assessment may be increased by the Board of the Association, at its sole discretion and without a vote of the Members of the Association, by an amount not to exceed a ten percent (10%) increase over the maximum assessment for the previous year . The maximum assessment and/or any increase of the maintenance assessment over the immediately preceding year may be increased above ten percent (10%) by a vote representing fifty-one (51%) of the total eligible votes who are voting in person or by proxy, at a meeting duly called for such purpose. After consideration of current maintenance costs and future needs of the Association, the Board may fix the annual assessment at any amount not in excess of the maximum. Annual assessments may be collected on a monthly basis at the Board's election. Neighborhood Assessments shall be subject to the same formula; however, members within a Neighborhood may agree to increase or decrease Neighborhood services by a vote of fifty-one percent (51%).

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the Annual Assessment and Neighborhood Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the total eligible votes of Members who are voting in person or by proxy at a meeting duly called for such purpose. At the Board's election, special assessments may be collected on a monthly basis.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not

present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Annual assessments, special assessments, and Neighborhood Assessments on all Lots) shall be fixed at a uniform rate. Those Lots which are owned by a Builder and not occupied as a residence shall pay an assessment equally to one-half (1/2) of the full assessment. Annually, the Declarant shall have the option to determine whether or not to pay assessments on each Lot owned at the rate of one-half (1/2) of the full assessment, or to fund the operating deficit based upon the projected operating budget approved by the Board for the subsequent year. Declarant must notify the Association in writing, on or before October 31st of each calendar year of its intent; otherwise, each Lot owned by the Declarant will be assessed at one-half (1/2) the full rate established by the Board. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board. If the Board determines to fix an assessment for 1996, such assessment shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after written notice of the assessment is sent to every Owner whose Lot is subject to assessment. On or before the 30th day of November in each year, the Board shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the assessment amount, as determined by the Board, shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association (or its designated agent), setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the rate of ten percent (10%) per annum from the due date and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the Lot. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge, and become secured by the lien. Each such Owner, by his acceptance of a deed hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. 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.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Associations, but the lien shall be subordinate to the lien of any purchase money lien. Sale or transfer of any Lot shall not affect the lien in favor of the Associations; provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any

proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board may determine.

SECTION 10. EXEMPT PROPERTY. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas, including the Association, shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREA

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

(a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The Association (as may be determined by the Board) shall have the right to borrow money. With the assent of two-thirds (2/3rds) of eligible votes of Members, the Association may mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.

(c) The Association (as may be determined by the Board) shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.

(d) The Association (as may be determined by the Board) shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.

(e) The Association (as may be determined by the Board) shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

(f) The Board shall be authorized to execute deed(s). Upon approval of two-thirds (2/3rds) of the eligible votes of Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area to any public agency or like non-profit authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of

the eligible votes of Members; provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area to public or private utility companies. Such a vote shall authorize the Board to execute appropriate deed(s).

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family, to his tenants who reside in the Properties, and to such other persons as may be permitted by the Association.

ARTICLE VI

ARCHITECTURAL APPROVAL SECTION 1. ARC. As used in this Declaration the term "Architectural Review Committee" or "ARC" shall mean a committee of three (3) members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all three (3) members until the earlier of (a) the date the last Lot owned by Declarant is sold (except in connection with a conveyance to another party that is a successor as Declarant), or (b) such date as the Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint all members. Members of the ARC appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. Members of the ARC appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The ARC shall have the right to designate a Designated Representative ("Designated Representative") by recordation of a notice of appointment in the official Public Records of Real Property of Harris County, Texas, which notice must contain the name, address, and telephone number of the Designated Representative. All third parties shall be entitled conclusively to rely upon such person's action(s) as the actions of the ARC itself until such time as the Declarant, the Board or the ARC shall record a notice of revocation of such appointment in the Official Public Records of Real Property of Harris County, Texas.

SECTION 2 APPROVAL OF IMPROVEMENTS REQUIRED. The approval of a majority of the members of the ARC or the approval of the "Designated Representative" (as hereinafter defined) shall be required for any Improvement to on the Lot before commencement of construction of such improvement on a Lot, other than an Improvement to Property made by Declarant.

SECTION 3. ADDRESS OF COMMITTEE. The address of the ARC shall be at the principal office of the Association unless otherwise defined in public records.

SECTION 4. SUBMISSION OF PLANS. Before commencement of work to accomplish any proposed Improvements to a Lot, the person proposing to make such Improvements to a Lot shall submit to the ARC at its offices copies of such descriptions, surveys, plot plans, drainage plans, construction plans, specifications, and samples of materials and colors as the ARC reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvements to a Lot, as may be more particularly described from time to time in any Architectural Guidelines adopted by the ARC. The ARC may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvements to a Lot. Until receipt by the ARC of all required materials in connection with the proposed Improvements to a Lot, the ARC may postpone review of any materials submitted for approval.

SECTION 5. CRITERIA FOR APPROVAL. The ARC shall approve any proposed Improvements to a Lot only if it determines in its reasonable discretion that the Improvements to a Lot in the location indicated will not be detrimental to the appearance of the surrounding areas of the Properties as a whole; that the appearance of the proposed Improvements to a Lot will be in harmony with the surrounding areas of the Properties, including, without

limitation, quality and color of materials and location with respect to topography and finished grade elevation; that the Improvements to a Lot will comply with the provisions of this Declaration and any applicable plat, ordinance, governmental rule, or regulation; that the Improvements to Properties will not detract from the beauty, wholesomeness, and attractiveness of the Subdivision or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvements to a Lot will not become a burden on the Association. The ARC is specifically granted the authority to disapprove proposed Improvements because of the unique characteristics or configuration of the Lot on which the proposed Improvement would otherwise be constructed, even though the same or a similar type of Improvement might or would be approved for construction on another Lot. The ARC may condition its approval of any proposed Improvements to a Lot upon the making of such changes thereto as the ARC may deem appropriate.

SECTION 6. ARCHITECTURAL GUIDELINES. The ARC from time to time may supplement or amend the Architectural Guidelines, which provides an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the ARC may impose other requirements in connection with its review of any proposed Improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

SECTION 7. ARCHITECTURAL REVIEW FEE. The ARC may, in its Architectural Guidelines, provide for the payment of a fee to a company each request for approval of any proposed Improvements to a Lot to cover the cost of architectural review for any Improvements to a Lot. The ARC may provide that the amount of such fee shall be uniform for similar types of any proposed Improvements to a Lot or that the fee shall be determined in any other reasonable manner, such as based upon the reasonable cost of the proposed Improvements to a Lot.

SECTION 8. DECISION OF COMMITTEE. The decision of the ARC shall be made within thirty (30) days after receipt by the ARC of all materials required by the ARC. The decision shall be in writing and, if the decision is not to approve a proposed Improvements to a Lot, the reasons therefor shall be stated. The decision of the ARC shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the ARC. The Owner, however, is responsible under all circumstances to conform to the provisions of these restrictions in their entirety.

SECTION 9. APPEAL TO ASSOCIATION BOARD. If the ARC denies or refuses approval of a proposed Improvements to a Lot, the Applicant may appeal to the Board by giving written notice of such appeal to the Association and the ARC within twenty (20) days after such denial or refusal. The Board shall hear the appeal with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant and the ARC, and shall decide with reasonable promptness whether or not the proposed Improvements to a Lot shall be approved. The decision of the Board shall be final and binding on all Persons.

SECTION 10. FAILURE OF COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed Improvements to a Lot shall be deemed approved by the ARC, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the ARC within thirty (30) days after the date of receipt by the ARC of all required materials; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvements to a Lot that violates any provision of this Declaration or the Architectural Guidelines. The ARC shall at all times retain the right to object to any Improvements to a Lot that violates any provision of this Declaration or the Architectural Guidelines.

SECTION 11. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed Improvements to a Lot, the proposed Improvements to a Lot shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed Improvements to a Lot in the materials submitted to the ARC.

Failure to complete the proposed Improvements to a Lot within nine (9) months after the date of approval or such other period of time as shall have been authorized in writing by the ARC (unless an extension has been granted by the ARC in writing) or to complete the Improvements to a Lot in strict conformity with the description and materials furnished to the ARC, shall operate automatically to revoke the approval by the ARC of the proposed Improvements to a Lot. No Improvements to a Lot shall be deemed completed until the exterior facia and trim on the structure have been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Dwelling Unit, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

SECTION 12. INSPECTION OF WORK. The ARC or its duly authorized representative shall have the right, but not the obligation, to inspect any Improvements to a Lot before or after completion, provided that the right of inspection shall terminate once the Improvements to a Lot becomes occupied.

SECTION 13. NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the ARC finds that any Improvements to a Lot has been constructed or undertaken without obtaining the approval of the ARC, or has been completed other than in strict conformity with the description and materials furnished by the Applicant to the ARC, or has not been completed within the required time period after the date of approval by the ARC, the ARC shall notify the Applicant in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance within the reasonable period of time set forth therein.

SECTION 14. APPEAL TO BOARD OF FINDING OF NONCOMPLIANCE. If the ARC gives any Notice of Noncompliance, the Applicant may appeal to the Board by giving written notice of such appeal to the Board and the ARC within thirty (30) days after receipt of the Notice of Noncompliance by the Applicant. Additionally, if, after a Notice of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the ARC shall request a finding of noncompliance by the Board by giving written notice of such request to the Association and the Violator within thirty (30) days after delivery to the Violator of a Notice of Noncompliance from the ARC. In either event, the Board shall hear the matter with reasonable promptness after reasonable notice of such Notice and Hearing to the Violator and the ARC and shall decide, with reasonable promptness, whether or not there has been such noncompliance and, if so, the nature thereof and required corrective action. The decision of the Board shall be final and binding on all Persons.

SECTION 15. CORRECTION OF NONCOMPLIANCE. If the Board determines that a noncompliance exists, the Violator shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Violator of the ruling of the Board. If the Violator does not comply with the Board ruling within such period, the Board may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the real property on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove those improvements which do not conform to the Properties; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Violator shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Violator to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Violator. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

SECTION 16. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the ARC or by the Board shall constitute a waiver or estoppel with respect to future action by the ARC or the Board, with respect to any Improvements to a Lot. Specifically, the approval by the ARC of any Improvements to a Lot shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvements to a Lot or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvements to a Lot by such Person or otherwise.

SECTION 17. POWER TO GRANT VARIANCES. The ARC may authorize variances from compliance with any of the provisions of this Declaration (except for the provisions defined in Article VII, Section 1), including restrictions upon placement of structures, the time for completion of construction of Improvements to Properties, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the ARC or by its Designated Representative evidencing such action of the Committee. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the ARC other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Properties concerned. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, nor (b) estop the ARC from denying a variance in other like circumstances, regardless of its location within the subdivision. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting a variance.

SECTION 18. COMPENSATION OF ARC. The members of the ARC shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in the performance of their duties as the Board from time to time may authorize or approve. Or the Committee, may hire a contractor who may be paid to review such applications on behalf of the Association and who may also become the Designated Representative of the Committee. The designation may be changed from time to time as may be determined by the Committee, the Declarant, or at such in the future as the Declarant no longer exists the authority to appoint shall be with the Board of Directors.

SECTION 19. RECORDS OF ACTION. The ARC shall report in writing to the Board all final action(s) of the ARC and the Board shall keep a permanent record of such reported action.

SECTION 20. ESTOPPEL CERTIFICATES. The Board, upon the reasonable request of any interested party and after confirming any necessary facts with the ARC, shall furnish a certificate with respect to the approval or disapproval of any Improvements to a Lot or with respect to whether any Improvements to a Lot was made in compliance therewith. Any Person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 21. NO LIABILITY FOR ARC ACTION. None of the members of the ARC, no Designated Representative, the Association, no member of the Board, nor Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the ARC, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of an Improvements to a Lot be deemed approval of, the Improvements to a Lot from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the ARC, no Designated Representative, no member of the Board, nor Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the ARC, the Board, or otherwise. Finally, neither Declarant, the Association, the Board, the ARC, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

SECTION 22. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of any permitted structure or Improvements to a Lot, and provided construction is proceeding with due diligence, the ARC may temporarily suspend certain provisions of Articles VII and VIII contained in this Declaration as to the Lot(s) upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other Lot(s)

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Only one **detached or attached** single family residence containing not more than two stories and an accessory outbuilding shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage capable of housing a minimum of two (2) full-size automobiles. Carports on Lots are prohibited. All structures shall be of new construction built in accordance with plans and specifications approved by the ARC pursuant to the Declaration(s), and no structure shall be moved from another location onto any Lot. All residences and approved accessory outbuildings must be kept in good repair and must be painted when necessary to preserve their attractiveness. For purposes hereof, a porte cochere shall not be considered a carport and may be permitted.

SECTION 2. TYPE OF CONSTRUCTION. Unless otherwise approved by the ARC, the total exterior wall area, excluding detached garages, (but not attached garages), gables, windows, and door openings, must be a minimum of fifty-one (51%) percent masonry or brick veneer. Every garage and accessory building shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates frame construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material. . An approved accessory structure may not exceed an overall height of eight feet (8') at the center roof line and must be positioned on the Lot behind the primary dwelling so as not to be visible from the fronting street (or side street in the event of a Corner Lot).

SECTION 3. TEMPORARY BUILDINGS. Unless otherwise approved by the Board of Directors in writing, temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices, and storage areas to be used by Builders in connection with the construction and

sale of residences. Builders in the Properties may use garages as sales offices for the time during which such Builders are marketing homes exclusively located within the Properties. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must be converted to a garage capable of housing a minimum of two (2) full-size automobiles.

SECTION 4. SIGNS. No signs, billboards, posters or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the ARC, other than (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, or (b) one sign of not more than six (6) square feet to identify the particular Lot during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Properties to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at each entrance to the Properties.

SECTION 5. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 6. EXTERIOR ANTENNAE. External radio or television wires or antennae of any type which are approved by the ARC shall be placed on the Lot or mounted to the structure so as not to be visible to public view from any Street. No antenna may be visible above the roof line and no antenna requiring guying wires may be placed on the Properties.

SECTION 7. MAILBOXES. Mailboxes, house numbers and similar matter used in the Properties must be harmonious with the overall character and aesthetics of the community.

SECTION 8. DISPOSAL UNITS. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 9. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the ARC, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from any Street or from any other Lot.

SECTION 10. WALLS, FENCES AND HEDGES. No hedge in excess of three feet (3') in height shall be erected or maintained nearer to the front Lot line than the building set-back line. No side or rear fence or wall shall be more than eight feet (8') nor less than six feet (6') in height. All fences and walls shall be of cedar construction or better, as determined by the ARC. No fence or wall shall be erected on any Lot nearer to the Street than the building set back lines as shown on the Plat. The ARC has the right to deviate its approval for the style and materials to be used based on the location within the subdivision. It is the intent of Declarant to maintain visual continuity of fence lines along entryways, main thoroughfares and/or for those fence lines which are visible to the public adjacent to Common Area. As such all fences constructed along these areas shall be uniform in design, height, materials and finish and each Owner shall be responsible for compliance with the architectural requirement and the cost to repair or replace the fence. Any and all fence lines between properties shall be considered a shared common element between Lot Owners for the purpose of maintenance and/or repairs. Any portion of a fence facing a street or public right of way shall be installed with the finished side of the fence facing such street or public right of way. The maintenance and repair of all fences shall be the responsibility of each Owner.

SECTION 11. DWELLING UNIT SIZE. For all Lots, the floor area of any one (1) story Dwelling Unit, exclusive of porches and garages, shall contain not less than one thousand four hundred (1,200) square feet and the

floor area of any two (2) story Dwelling Unit, exclusive of porches and garages, shall contain not less than one thousand seven hundred (1,700) square feet, with a minimum of (800) square feet on the ground floor.

SECTION 12. HEIGHT AND CHARACTER OF DWELLING UNIT. No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than one Dwelling Unit used for single family residential purposes only, not to exceed two (2) stories in height, and a fully enclosed garage, and other bona fide servants' quarters; provided, however, that the servants quarters' structure may not exceed the main dwelling unit in height. Provided further that it shall be permissible to have third-level living space in the Dwelling Unit completely under a sloped roof with dormers or gables, or additional levels beneath ground level in the Dwelling Unit, garage, or servants' quarters, so long as the maximum height of the buildings does not exceed forty-five (45) feet.

SECTION 13. LOCATION OF DWELLING UNIT. Except as may be authorized in writing by the ARC, no Dwelling Unit or Improvement shall be located nearer to the front Lot line nor nearer to any side or rear Lot line than as permitted by the recorded plat of the Subdivision. To provide for uniformity and proper utilization of the building area within the Lots, residences or appurtenant structures on a Lot shall not be less than ten (10) feet from the residence or appurtenant structure on any contiguous Lot(s). Detached garages may be located three (3) feet from the side property line provided they are positioned on the Lot a minimum of sixty-five (65') or greater from the front property line.

SECTION 14. USE OF TEMPORARY STRUCTURES. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may seem necessary or convenient while selling Lots, selling or constructing residences, or constructing other Improvements within the Properties. The right to use temporary structures in connection with the construction of Improvements may be assigned from time to time, in whole or in part, by Declarant to Builders. All approved temporary structures designed for the sole purpose of storage building shall be properly maintained at all times and positioned on the Lot so as to not be visible from the fronting street and/or side street in the event of a corner lot. Additionally, storage buildings or temporary structures shall be limited to a height of eight feet (8') at the center line of said roof. Materials and color must be the same or similar in design and color as the primary dwelling. These structures are limited to one (1) per lot .

SECTION 15. DRAINAGE. No Owner of a Lot shall be permitted to construct Improvements on such Lot or grade such Lot or permit such Lot to remain in or be placed in such condition that rain water falling on such Lot drains to any other Lot or the Common Area.

SECTION 16. CARPORTS/GARAGES. No carports shall be constructed on any Lot. With the prior written consent of the ARC, a port coterie may be approved; however this will be required in addition to garage. All garages shall be first approved by the ARC and shall be: (a) fully operable; (b) capable of housing at least two (2) automobiles; and, (c) enclosed by garage doors which must be kept in the closed position when the garage is not being used by the Owner or occupant. The garage portion of any model home may be used by Builders for sales purposes, storage purposes, and other related purposes. Upon (or before) the sale of any such model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage capable of housing not less than two or more than four, automobiles, with garage doors by the Builder. If the garage portion of the model home is not converted to a fully enclosed garage with garage doors by the Builder upon the sale of such model home, it shall be the obligation of the first purchaser of the model home and each subsequent Owner of the Lot (if not done by the first purchaser) to convert the garage portion of the model home to a fully enclosed garage with garage doors.

SECTION 17. DRIVEWAYS. Unless the ARC agrees otherwise, each Lot shall have driveway access to the street on which the Dwelling Unit constructed thereon faces. Subject to the foregoing limitations, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to an abutting street.

SECTION 18. ROOFS. Unless otherwise approved in writing by the ARC, the roof of all buildings on a Lot shall be covered with fiberglass composition shingles earthtone in color or wood, if preferred, with a life of twenty (20) years of better, and shall, at a minimum, meet the minimum specifications as defined by the Federal Housing Authority. The color of any composition shingles shall, like all other specifications to Improvements, be subject to written approval by the ARC prior to installation. Any other type roofing material may be used only if approved in writing prior to installation.

SECTION 19. SIDEWALKS. Before the construction of any residence is complete, the Builder shall construct in all adjacent street rights-of-way a concrete sidewalk four feet (4') in width, parallel to the street curb and two feet (2') from the Lot line in accordance with local standards and ordinances. The sidewalk shall extend the full width of the Lot. On Corner Lots, the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the other, and finished with the complement of required curb ramps. The maintenance of all sidewalks is the responsibility of the Owner.

SECTION 20. GRASS, SHRUBBERY AND LANDSCAPING. Prior to the initial sale thereof, the front of each Lot with a residence thereon shall be solid sod with grass, and all areas visible from any street shall be landscaped with shrubbery of types and quantities approved by the ARC. All grass and shrubbery shall be maintained by the Owner of the Lot. Each Lot shall have a minimum of two (2) trees in the front portion of the Lot with the size of the trees to be defined in the Architectural Guidelines.

SECTION 21. ANTENNAS. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, erected, constructed or free standing, on any Lot, unless completely contained within the dwelling on the Lot so as not to be visible from outside the dwelling. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Properties. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

SECTION 22. FLAGPOLES. No flagpole shall be permanently erected on any Lot. A temporary flagpole approved by the ARC may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold. A flag pole not to exceed five (5') feet in length may be mounted to the front wall of a residence for the benefit of the personal display of a holiday or national flag. Flags which are displayed must be maintained in good condition at all times.

SECTION 23. PRIVATE UTILITY LINES. All electrical telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the ARC, and shall be maintained at all times by the Owner of the Lot upon which same is located.

SECTION 24. EXTERIOR LIGHTING. All exterior lighting must first be approved by the ARC.

SECTION 25. SOUND DEVICES. No horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or Improvements. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a

reasonably low level with respect to adjoining lots.

SECTION 26. WINDOW TREATMENT. No window in any Dwelling Unit or other Improvement that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. All window coverings which are visible from the street and/or from other Lots must be compatible with the overall appearance of the Neighborhood and the must be neutral in color, either white or off-white. The ARC shall have the sole authority to determine whether particular window coverings are in harmony with the design and color of the Dwelling Unit and compatible with the architectural guidelines.

SECTION 27. POOLS AND DECKS. No above ground or in ground pool and/or deck surrounding may be installed within five (5') feet of the side lot boundaries and/or encroach over any building lines or be positioned within any utility easement.

SECTION 28. TENTS, MOBILE HOMES AND TEMPORARY STRUCTURES. Except as may be permitted by the Declarant or the ARC during initial construction within the Properties, no tent, shack, mobile home, motor home or any other vehicle or structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the ARC, as appropriate, in accordance with this Declaration. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

SECTION 29. DRAINAGE AND SEPTIC SYSTEMS. Catch basins and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or change the channel for drainage flow the drainage flows after location and installation of drainage swale, storm sewers, or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic tanks and drain fields, other than those installed by or with the consent of the Declarant, are prohibited within the Properties. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, stream, pond or lake within the Properties.

SECTION 30. SIGHT DISTANCE AT INTERSECTIONS. All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

SECTION 31. ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS. No artificial vegetation or permanent flagpoles shall be permitted on the exterior of any portion of the Properties. No exterior sculpture, fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved by the ARC.

SECTION 32. PLAYGROUND. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Lot without prior written approval of the ARC. These items shall be positioned on the Lot so as not to be visible from any street. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

SECTION 33. ENFORCEMENT OF EXTERIOR DWELLING OR LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and/or maintenance after such notice, Declarant or the Association shall have the right (but

not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or the Association may render a statement of charge to the Owner of such Lot for the cost of such work. The Owner agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual assessment. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

SECTION 34. SUPPLEMENTAL DECLARATIONS. If Declarant elects to subject some or any portion of the Additional Property to the terms of these covenants, conditions and restrictions, it shall have the right to modify the Architectural Restrictions set forth in this Article VII so that different Architectural Restrictions apply to such Additional Property. Any such modification will be set out in the Supplemental Declaration filed by Declarant with respect to such Additional Property. In addition to the covenants, conditions and restrictions herein set forth, Declarant may impose additional restrictions on the Lots, or certain of the Lots, by Supplemental Declaration as long as Declarant is the Owner of the affected property or if Declarant is no longer the Owner, with the consent of the Owner(s).

ARTICLE VIII

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial, or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a residence. No structure other than one single family residence and its outbuildings shall be constructed, placed on, or permitted to remain on any Lot in the Properties. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, apartment houses, or mobile homes. Use of a model home for sales office shall not be considered a violation of these restrictions.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, poultry or swine of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, a maximum of two (2) dogs, cats, or other household pets (exclusive of aquarium fish, parakeets, or other caged pets) may be kept on a Lot, provided that they are not kept, bred, or maintained for any business purposes.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Properties. Nuisance from the perspective of the Association shall be an incident involving more than two (2) lot Owners. Any dispute generated between two (2) Owners shall be deemed by the Association as a private property matter and shall be the responsibility the respective parties to remedy.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. Without limitation of description, no boat, boat trailer, boat rigging, motor home, trailer, mobile home, truck larger than a one ton pick-up, bus, inoperable automobile, or any style camper shall be parked or kept in the street in front of or side of any Lot or on any Lot unless such vehicle is stored within a garage or otherwise screened from public view; provided, however, boats, boat trailers, boat riggings, motor homes, trailers, and campers may be temporarily parked in the street in front of or side of any Lot or on any Lot (for the benefit of loading and unloading, as is normal for use) for a period not to exceed seventy-two hours. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. For the purposes of the foregoing the term "temporary" shall

mean that the vehicle shall not remain in driveways or streets in excess of seventy-two (72) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 9:00 P.M. Monday through Saturday; on Sunday, work shall be permitted only between 9:00 A.M. and 5:00 P.M.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping or storage ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

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

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

ARTICLE IX EASEMENTS

SECTION 1. EASEMENTS. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plats or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 2. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An underground electric distribution system will be installed in that part of the Subdivision, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in the Subdivision, at the execution of this agreement between Company and Developer or thereafter. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. In the event that there are constructed

within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowner's to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the low owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities servicing such lot, which arrangement and/or addition is determined by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of the Subdivision, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action has been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described.

The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios, or other paving, and neither Builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the owner and located on the land covered by said easements.

SECTION 3. CABLE TELEVISION. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements and rights-of-way dedicated by the Subdivision Plats or by separate instruments pertaining to the Properties.

ARTICLE X

ENFORCEMENT

The Association, the Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association, Declarant, or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XI

ANNEXATION OF ADDITIONAL PROPERTY

SECTION 1. ANNEXATION. The Declarant, as the owner thereof or, if not the Owner, with the consent of the Owner thereof, shall have the unilateral right, privilege, and option at any time to subject any portion of the Additional Property, to the provisions of this Declaration and the jurisdiction of the Association by filing of record one or more Supplemental Declarations in respect to the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. The rights reserved unto Declarant to subject Additional Property to this Declaration shall not, and shall not be implied or construed so as to impose, any obligation upon Declarant to subject any of such land to this Declaration or to the jurisdiction of the Association. If such Additional Property is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such land nor shall such rights in any manner limit or restrict the use to which such land may be put by Declarant or by any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

.. **SECTION 2. OTHER ANNEXATIONS.** With the consent of the owner thereof, the Association may annex real property other than the Additional Property defined on Exhibit "B" attached to this Declaration and become subject to the jurisdiction of the Association. Such annexation shall require the affirmative vote of two-thirds (2/3rds) of the total eligible votes of the Members of the Association. This vote may be obtained through a public meeting and/or may be obtained by a door to door canvas. The results of this action may be certified by the Secretary of the Association

Annexation shall become effective and completed by filing of record in the public records of Harris

County, Texas, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon recording this document with the Harris County Clerk's office unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Article X, Section 2 and to ascertain the presence of a quorum at such meeting.

ARTICLE XII

GENERAL PROVISIONS

SECTION 1. GENERAL. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the Lots in the Properties has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

SECTION 2. AMENDMENT. Subject to the provisions of Section I of this Article XII, this Declaration may be amended by an instrument executed by fifty-one percent of the Owners of Lots in the Properties. Any amendment must be recorded in the Real Property Records with Harris County Clerk's office to be valid and enforceable. Additionally, the Declarant may unilaterally amend this document without a vote of the members to comply with changes required for the benefit of financing and/or any other changes which may be required for the governmental underwriting and/or for any other type of requirement which may be required by a governmental agency .

SECTION 3. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 4. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 5. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 6. REPLAT. Declarant shall have the right, but shall never be obligated, to subdivided into Lots, by recorded plat or in any lawful manner, any reserve tracts contained within the Properties and such Lots as defined by replat shall be subject to these restrictions as if such Lots were originally included herein.

SECTION 7. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another nonprofit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the

properties of the other association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of the total vote of eligible Members of the Association.

SECTION 8. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of the total vote of eligible Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, this Declaration is executed this ____ day of _____, 1996.

**DECLARANT:
WELLINGTON PARTNERS, LTD.**

By: Charles M. Lusk, III, Vice President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day appeared Charles M. Lusk, Jr., Vice President of WELLINGTON PARTNERS, LTD. a Texas Limited Partnership, and being duly sworn, he acknowledged to me that he executed the foregoing document for the purposes therein expressed, and in the capacity therein stated.

Notary Public, State of Texas

Silverglen HOA
Silverglen-Silverglen Estates-Silverleaf

APPLICATION FOR APPROVAL TO MODIFY HOME OR PROPERTY

ARCHITECTURAL REVIEW COMMITTEE
15995 N. BARKERS LANDING, SUITE 162
HOUSTON, TEXAS 77079
Phone 281-870-0585
Fax 281-870-9170

COMMUNITY: _____

OWNERS NAME: _____ HOME PHONE: _____

ADDRESS: _____ WORK PHONE: _____

CITY: _____ ZIP: _____ CELL PHONE: _____

ALTERNATE MAILING ADDRESS: _____

In an effort to protect the homeowner's rights and property values, it is required that any homeowner considering change or addition to their home OR property which would effect the exterior appearance **MUST** submit their request in writing to the Architectural Review Committee **PRIOR** to initiating any change or addition. If any change is made that has not been approved, the committee has the right to ask the homeowner to remove the improvement from the property.

PLEASE STATE PROPOSED
CHANGE OR ADDITION(S) _____

A LOT SURVEY OF THE PROPERTY INDICATING THE LOCATION OF THE PROPOSED ADDITION, MODIFICATION OR STRUCTURE MUST BE ENCLOSED, ALONG WITH SPECIFIC DETAILS OF MATERIALS, COLOR, AND DIMENSIONS, INCLUDING HEIGHT.

YOUR LOT SURVEY SHOULD HAVE BEEN PROVIDED AT YOUR CLOSING. IF A LOT SURVEY CANNOT BE PROVIDED, PLEASE SUBMIT A DETAILED DRAWING OF THE PROPERTY SHOWING THE LOCATION OF THE HOME AND EASEMENTS. THE PLACEMENT OF THE IMPROVEMENT MUST BE SHOWN INDICATING THE DISTANCE FROM SIDE AND/OR REAR FENCING.

IF THE PROPOSED IMPROVEMENT HAS A ROOF, PLEASE SUBMIT AN ELEVATION DRAWING SHOWING HOW THE STRUCTURE WILL LOOK FROM A SIDE AND REAR VIEW.

NO LOT SURVEY IS REQUIRED FOR PAINTING, STAIN, SIDING OR ROOF REPLACEMENT.

COLOR SAMPLES ARE REQUIRED FOR PAINT, SOLAR SCREENS, ROOFING MATERIAL, BRICK OR SIDING.

MATERIALS TO BE USED: _____

DIMENSIONS: HEIGHT _____ WIDTH _____ LENGTH _____

FAILURE TO SUBMIT THE SURVEY AND ALL REQUIRED INFORMATION MAY RESULT IN A DELAY AND/OR AUTOMATIC DISAPPROVAL OF THE APPLICATION.

I understand that the Committee will act on this request as quickly as possible and contact me in writing regarding their decision, however, the Committee is allowed from 30 to 45 days to respond. I also understand that in the event construction is not started within six (6) month from the date of approval, then a new application must be submitted. Further, I understand that it is my responsibility to ensure compliance with all applicable governmental ordinances, codes, permits, etc. affecting such improvement(s). I understand that I am not to begin any improvements until the Committee notifies me of their decision.

HOMEOWNER'S SIGNATURE

CONSTRUCTION START/COMPLETION DATE

DATE: _____