

**AMENDED, RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CYPRESSWOOD, SECTIONS ONE (1) THROUGH TWELVE (12)**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Friendswood Development Company, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Cypresswood, Section One (1)" (the "Declaration for Section One") to be recorded in the Official Public Records of Real Property of Harris County, Texas on November 12, 1970 under Clerk's File No. D214938, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Cypresswood, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 172, Page 106, of the Map Records of Harris County, Texas

and,

WHEREAS, Friendswood Development Company, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Cypresswood, Section Two (2)" (the "Declaration for Section Two") to be recorded in the Official Public Records of Real Property Records of Harris County, Texas on September 21, 1971 under Clerk's File No. D420485, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Cypresswood, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 182, Page 44, of the Map Records of Harris County, Texas

and,

WHEREAS, Friendswood Development Company, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Cypresswood, Section Three (3)" (the "Declaration for Section Three") to be recorded in the Official Public Records of Real Property Records of Harris County, Texas on March 28, 1972 under Clerk's File No. D555050, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Cypresswood, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 189, Page 109, of the Map Records of Harris County, Texas

and,

WHEREAS, Friendswood Development Company, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Cypresswood, Section Four (4)" (the "Declaration for Section Four") to be recorded in the Official Public Records of Real Property Records of Harris County, Texas on June 28, 1972 under Clerk's File No.

D623838, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Cypresswood, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 191, Page 125, of the Map Records of Harris County, Texas

and,

WHEREAS, Friendswood Development Company, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Cypresswood, Section Five (5)" (the "Declaration for Section Five") to be recorded in the Official Public Records of Real Property Records of Harris County, Texas on March 18, 1974 under Clerk's File No. E107348, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Cypresswood, Section Five (5), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 200, Page 15, of the Map Records of Harris County, Texas

and,

WHEREAS, Friendswood Development Company, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Cypresswood, Section Six (6)" (the "Declaration for Section Six") to be recorded in the Official Public Records of Real Property Records of Harris County, Texas on October 26, 1976 under Clerk's File No. E933410, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Cypresswood, Section Six (6), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 242, Page 1, of the Map Records of Harris County, Texas

and,

WHEREAS, Friendswood Development Company, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Cypresswood, Sections Seven (7) and Eight (8)" (the "Declaration for Sections Seven and Eight") to be recorded in the Official Public Records of Real Property Records of Harris County, Texas on July 13, 1978 under Clerk's File No. F678311, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Cypresswood, Section Seven (7), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 253, Page 118, of the Map Records of Harris County, Texas

and

Cypresswood, Section Eight (8), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 270, Page 23, of the Map Records of Harris County, Texas

and,

WHEREAS, Friendswood Development Company, as Declarant, caused that certain instrument entitled "Annexation to Declaration" to be recorded in the Official Public Records of Real Property Records of Harris County, Texas on June 22, 1979 under Clerk's File No. G131237, which instrument subjected the following real property to the provisions of the Declaration for Sections Seven and Eight:

Cypresswood, Section Nine (9), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 270, Page 30, of the Map Records of Harris County, Texas

and,

WHEREAS, Friendswood Development Company, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Cypresswood, Section Ten (10)" (the "Declaration for Section Ten") to be recorded in the Official Public Records of Real Property Records of Harris County, Texas on December 2, 1982 under Clerk's File No. H719040, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Cypresswood, Section Ten (10), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 266, Page 47, of the Map Records of Harris County, Texas

and,

WHEREAS, Friendswood Development Company, as Declarant, caused that certain instrument entitled "Annexation to Declaration" to be recorded in the Official Public Records of Real Property Records of Harris County, Texas on April 21, 1982 under Clerk's File No. H417463, which instrument subjected the following real property to the provisions of the Declaration for Sections Seven and Eight:

Cypresswood, Section Eleven (11), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 285, Page 76, of the Map Records of Harris County, Texas

and,

WHEREAS, Friendswood Development Company, as Declarant, caused that certain instrument entitled "Annexation to Declaration" to be recorded in the Official Public Records of Real Property Records of Harris County, Texas on July 31, 1981 under Clerk's File No. H079117, which instrument subjected the following real property to the Declaration for Sections Seven and Eight:

Cypresswood, Section Twelve (12), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 296, Page 35, of the Map Records of Harris County, Texas

and,

WHEREAS, the Declaration for Section One, the Declaration for Section Two, the Declaration for Section Three, the Declaration for Section Four, the Declaration for Section Five, the Declaration for Section Six, and the Declaration for Section Ten were previously amended by that certain instrument entitled "Amendment to the Declaration for Cypresswood Subdivisions, Sections One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Ten (10)" recorded in the Official Public Records of Real Property of Harris County, Texas on September 4, 1998 under Clerk's File No. T250217; and

WHEREAS, the Declaration for Sections Seven and Eight [applicable to Sections Seven (7), Eight (8), Nine (9), Eleven (11), and Twelve (12)] was previously amended by that certain instrument entitled "Amendment to Declaration for Cypresswood, Sections Seven and Eight [also applicable to Cypresswood, Sections Nine (9), Eleven (11) and Twelve (12)]" recorded in the Official Public Records of Real Property of Harris County, Texas on September 4, 1998 under Clerk's File No. T250218; and

WHEREAS, the Declaration for Section One, the Declaration for Section Two, the Declaration for Section Three, the Declaration for Section Four, the Declaration for Section Five, the Declaration for Section Six, and the Declaration for Section Ten each provide for amendment by an instrument signed by not less than a majority of the then owners in the respective subdivision and duly recorded; and

WHEREAS, the Declaration for Sections Seven and Eight [applicable to Sections Seven (7), Eight (8), Nine (9), Eleven (11) and Twelve (12)] provides for amendment by an instrument signed by not less than fifty percent (50%) of the owners; and

WHEREAS, the undersigned, being not less a majority of the owners in Section One (1), a majority of the owners in Section Two (2), a majority of the owners in Section Three (3), a majority of the owners in Section Four (4), a majority of the owners in Section Six (6), a majority of the owners in Section Ten (10), and not less than fifty percent (50%) of the owners in Sections Seven (7), Eight (8), Nine (9), Eleven (11), and Twelve (12), have agreed to amend the covenants, conditions and restrictions applicable to such subdivisions and, at the same time, consolidate the covenants, conditions and restrictions for Cypresswood, Sections One (1) through Twelve (12), into a comprehensive set of uniform covenants, conditions and restrictions;

NOW, THEREFORE, the undersigned being not less a majority of the owners in Section One (1), a majority of the owners in Section Two (2), a majority of the owners in Section Three (3), a majority of the owners in Section Four (4), a majority of the owners in Section Six (6), a majority of the owners in Section Ten (10), and not less than fifty percent (50%) of the owners in Sections Seven (7), Eight (8), Nine (9), Eleven (11), and Twelve (12), hereby restate and amend the covenants, conditions and restrictions for Cypresswood, Sections One (1) through Twelve (12), to be governed by the covenants, conditions and restrictions set forth in this instrument. When effective, this instrument supersedes the Declaration for Section One, the Declaration for Section Two, the Declaration for Section Three, the Declaration for Section Four, the Declaration for Section Five, the Declaration for Section Six, and the Declaration for Sections Seven and Eight [applicable to Sections Seven (7), Eight (8), Nine (9), Eleven (11) and Twelve (12)], each as previously amended.

The provisions of this instrument shall become effective upon recording. If a circumstance, condition or improvement ("Condition") exists as of the date this instrument is recorded and the Condition is in violation of the provisions of both the previously applicable Declaration and this instrument, the Condition is required to be corrected to comply with the provisions of this instrument. If a Condition exists as of the date this instrument is recorded and the Condition is not in violation of the provisions of the previously applicable Declaration but it is in violation of the provisions of this instrument, the Condition shall not be required to comply with the provisions of this instrument. However, if a Condition that does not comply with the provisions of this instrument as of the date of recording is voluntarily or involuntarily removed or discontinued after the date this instrument is recorded, such Condition shall not be renewed or replaced in a manner inconsistent with the provisions of this instrument. The Association or any Owner of a Lot in the Subdivision shall have the right to proceed with or initiate action against any person who is in violation of the provisions of the previously applicable Declaration so long as the Condition constituting a violation of the previously applicable Declaration also violates the provisions of this instrument.

ARTICLE I
Definitions

As used in this Amended, Restated and Consolidated Declaration, the terms set forth below shall have the following meanings:

A. **Amended, Restated and Consolidated Declaration** - The covenants, conditions and restrictions applicable to Cypresswood, Sections One (1) through Twelve (12), set forth in this instrument.

B. **Architectural Control Committee** - The Architectural Control Committee established and empowered in accordance with Article V of this instrument.

C. **Association** - Cypresswood Community Improvement Association, a Texas non-profit corporation, its successors and assigns.

D. **Common Area** - Any real property and Improvements thereon owned or maintained by the Association for the common use and benefit of the Owners.

E. **Improvement** - A Residential Dwelling, building, structure (whether or not affixed to the land), walkway, driveway, fence, wall, exterior lighting or grading and an exterior addition to or modification of a Residential Dwelling, building, structure, walkway, driveway, fence, wall or exterior lighting, other than minor additions or modifications made in the course of routine maintenance and/or repair.

F. **Lot or Lots** - Each of the Lots shown on the Plats for the Subdivision.

G. **Maintenance Fund** - Any accumulation of the annual assessments collected by the Association in accordance with the provisions of this Amended, Restated and Consolidated Declaration and interest, penalties and other sums and revenues collected by the Association pursuant to the provisions of this Amended, Restated and Consolidated Declaration.

H. **Member or Members** - All Lot Owners who are members of the Association as provided in Article VI of this Amended, Restated and Consolidated Declaration.

I. **Member in Good Standing** - A Member who (a) is not delinquent in the payment of any annual assessment or special assessment levied by the Association against his Lot, or any interest, late charges, costs or reasonable attorney's fees added to such assessment under the provisions of this Amended, Restated and Consolidated Declaration or as provided by law, (b) does not have a condition of his Lot which violates any provision of this Amended, Restated and Consolidated Declaration which has progressed to the stage of a certified demand for compliance by the Association, or beyond, and which remains unresolved as of the date of determination of the Member's standing, and (c) has not failed to comply with all terms of a judgment obtained against him by the Association, including the payment of all sums due to the Association by virtue of such judgment. A Member who is not in good standing is not entitled to vote at any meeting of the Members of the Association. No formal action by the Board of Directors to suspend the voting rights of a Member who is not in good standing is required.

J. **Mortgage** - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner of a Lot to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas, and creating a lien or security interest encumbering the Lot and/or some or all Improvements thereon.

K. **Owner or Owners** - Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

L. **Plat or Plats** -

- i. The plat for Cypresswood, Section One (1), recorded in Volume 172, Page 106, of the Map Records of Harris County, Texas;
- ii. The plat for Cypresswood, Section Two (2), recorded in Volume 182, Page 44, of the Map Records of Harris County, Texas;
- iii. The plat for Cypresswood, Section Three (3), recorded in Volume 189, Page 109, of the Map Records of Harris County, Texas;
- iv. The plat for Cypresswood, Section Four (4), recorded in Volume 191, Page 125, of the Map Records of Harris County, Texas;
- v. The plat for Cypresswood, Section Five (5), recorded in Volume 200, Page 15, of the Map Records of Harris County, Texas;
- vi. The plat for Cypresswood, Section Six (6), recorded in Volume 242, Page 1, of the Map Records of Harris County, Texas;
- vii. The plat for Cypresswood, Section Seven (7), recorded in Volume 253, Page 118, of the Map Records of Harris County, Texas;
- viii. The plat for Cypresswood, Section Eight (8), recorded in Volume 270, Page 23, of the Map Records of Harris County, Texas;
- ix. The plat for Cypresswood, Section Nine (9), recorded in Volume 270, Page 30, of the Map Records of Harris County, Texas;
- x. The plat for Cypresswood, Section Ten (10), recorded in Volume 266, Page 47, of the Map Records of Harris County, Texas;
- xi. The plat for Cypresswood, Section Eleven (11), recorded in Volume 285, Page 76, of the Map Records of Harris County, Texas; and
- xii. The plat for Cypresswood, Section Twelve (12), recorded in Volume 296, Page 35, of the Map Records of Harris County, Texas;

and any replat of any of them.

M. **Residential Dwelling** - The single family residence constructed or to be constructed on a Lot.

N. **Subdivision** - Cypresswood, Sections One (1) through Twelve (12), as shown on the Plats.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. The Plats dedicate for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and the Plats further establish certain restrictions applicable to the Subdivision, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Plats are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance, whether specifically referred to therein or not.

Section 2. Easements and rights-of-way are reserved as shown on the Plats for the purpose for constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utilities in, across and/or under the Subdivision.

Section 3. No utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

Section 4. It is expressly agreed and understood that the title conveyed to any Lot or parcel of land within the Subdivision by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Subdivision, and where not affected the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

ARTICLE III

Use Restrictions

Section 1. Single Family Residential Use. Each Lot and the Residential Dwelling and other Improvements on a Lot shall be used for single family residential purposes only. As used herein, the term "single family residential purposes" means that the Lot and the Residential Dwelling on the Lot shall be used by a single family as its dwelling place and residence and the term shall be deemed to prohibit, without limitation, the use of a Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional, religious or commercial activity of any type, unless such business, professional, religious or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling and other Improvements for residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business, professional, religious or commercial related sign, logo or symbol displayed on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional, religious or commercial related purpose on a regular basis; and the conduct of the business, professional, religious or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like. Occasional in-home tutoring, piano lessons and the like shall not be deemed to violate this provision.

Not more than two (2) garage sales, moving sales, rummage sales, estate sales or similar activities ("Sale") may be conducted on a Lot in any calendar year. No Sale shall commence earlier than 8:00 a.m. or end later than 6:00 p.m. No Sale shall continue for more than two (2) consecutive days. No personal property may be delivered to a Lot from another location outside the Subdivision for the purpose of selling the property on the Lot, the intent being to allow a Sale only for the purpose of selling personal property owned by the Owner of the Lot on which the Sale is conducted and personal property of other Subdivision residents participating in the Sale.

Section 2. Annoyances or Nuisances. No Lot or Residential Dwelling or other Improvement on a Lot shall have any conspicuous infestation of pests, rodents, insects or other vermin or accumulation of trash, debris or other waste which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents or hazardous to the health or well-being of surrounding residents. No condition or activity shall be permitted on a Lot which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents by reason of noise, odor, dust, fumes or the like. No nuisance shall be permitted to exist or operate on a Lot. For purposes hereof, a nuisance shall be an activity or condition on a Lot which is reasonably considered by the Board of Directors to be offensive or an annoyance to surrounding residents of ordinary sensibilities and/or which is reasonably determined

to reduce the desirability of either the Lot on which the activity or condition exists or an adjacent Lot.

Section 3. Temporary Structures. Except as permitted in writing by the Architectural Control Committee for approved construction, no building or structure of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or other building, other than the permanent Residential Dwelling, an attached or detached garage, one (1) accessory building approved in writing by the Architectural Control Committee, and one (1) permitted play structure approved in writing by the Architectural Control Committee, shall be placed on a Lot, either temporarily or permanently, and no residence house, garage or other structure appurtenant thereto shall be moved onto a Lot from another location. This paragraph shall not be construed to prohibit the short-term use of a temporary structure in the rear yard of a Lot in conjunction with a family activity, such as, by way of example and not in limitation, a canopy for an outdoor function or the temporary placement of a moving or storage container on a Lot; provided that, no moving or storage container shall be permitted on a Lot more than fifteen (15) days in any given calendar year. No permitted accessory building shall exceed a height of nine (9) feet, measured from the ground to the highest point of the accessory building. No permitted play structure shall exceed a height of twelve (12) feet, measured from the ground to the highest point of the play structure.

Section 4. Signs. No sign of any kind may be placed, posted or remain on Common Area, except a sign for a lost or found pet. The following signage may be placed on a Lot, but only in accordance with the provisions of this Section. With the exception of political signs, not more than three (3) signs of any type (in the aggregate) may be displayed on a Lot at any one time and then only for the applicable duration.

- (a) For Sale or For Lease - An Owner may place one (1) ground-mounted "For Sale" or "For Lease" sign on the Owner's Lot, provided that the sign shall not exceed two feet by three feet (2' X 3') or extend more than three feet (3') above the surface of the ground.
- (b) Political Signs - Ground-mounted political signs as permitted by law; provided that, only one (1) sign per candidate or ballot item shall be displayed on a Lot no earlier than the 90th day before the date of the election to which the sign relates or longer than the 10th day after the election date.
- (c) Security - A maximum of two (2) signs displaying the name of a security company shall be permitted, provided such signs are ground-mounted and one is displayed in the front of the Residential Dwelling and one is displayed at the rear of the Residential Dwelling; a security sign shall not exceed two (2) square feet.
- (d) Garage or Similar Sale - One (1) ground-mounted sign may be placed on the Lot on which the garage or other permitted sale (per Section 1 of this Article, above) is being conducted but the sign must be removed immediately upon the conclusion of the sale. A garage or similar sale sign shall not exceed two feet by three feet (2' x 3') or extend more than three feet (3') above the surface of the ground.
- (e) Community/Extracurricular Activity Signs - One (1) sign that is specific to an individual and relates to their personal activity in education, sports or music is permissible in the front yard of a Lot; however, such sign must be maintained in good condition and replaced or removed if determined by the Architectural Control Committee, in its reasonable judgment, to be weathered, deteriorated and/or outdated. Further, if the size, location or content of the sign is determined by the Architectural Control Committee, its reasonable good faith judgment, to be

inappropriate or offensive, the Owner of the Lot shall be required to remove the sign.

If any sign is placed on Common Property, in violation of this Amended, Restated and Consolidated Declaration, the Architectural Control Committee or its agent(s) shall have the right but not the obligation to remove and/or dispose of any such sign, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with the removal or disposal of such sign. Neither the Architectural Control Committee nor its agent(s) shall be liable for any accounting or other claim for such action.

Section 5. Oil and Mining Operations. No drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in a Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in a Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on a Lot.

Section 6. Storage and Disposal of Garbage and Refuse. Garbage and trash and garbage and trash containers shall be screened from view on a Lot so as to not be visible from a street in the Subdivision except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. In no event shall garbage and trash or garbage and trash containers be kept nearer to the street in front of the Lot than the front wall of the Residential Dwelling or in the case of a corner Lot, nearer to the side street than the wall of the Residential Dwelling or garage adjacent to the side street. Garbage and trash shall not be placed at the curb for collection earlier than 6:00 p.m. of the day immediately preceding the day of scheduled collection. Trash containers shall be removed from the curb as soon as possible after trash collection, but in no event later than 10:00 p.m. of the trash pick-up day. Garbage and trash made available for collection shall be placed in tied trash bags or covered containers, or as otherwise provided in any trash disposal contract entered into by the Association.

Section 7. Pets. Not more than four (4) (in the aggregate) animals, birds, or other generally recognized house or yard pets, shall be maintained on a Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. No unleashed dog is permitted on a street in the Subdivision. A dog must be kept either in the Residential Dwelling or other Improvement on the Lot or in a yard fully enclosed by a fence. An "invisible" fence that controls dogs through underground electrical wiring is an acceptable form of maintaining a dog in the yard of a Lot. Provided that, invisible fencing on a Lot requires the prior written approval of the Architectural Control Committee and, after installation, the invisible fencing must be maintained in a proper working condition. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of an animal or bird shall be maintained so as to be visible from a street in the Subdivision or a neighboring Lot at ground level.

Section 8. Antennae. No exterior antenna, aerial, satellite dish, or other apparatus for receiving television, radio, satellite or other signals of any kind or related guy wires, poles, posts or equipment shall be placed, allowed or maintained on a Lot or Residential Dwelling if visible from the street in front of the Lot unless it is not possible to receive an adequate signal from a location that is not visible from the street in front of the Lot. In the event that an adequate signal can only be received from a location that is visible from a street in the Subdivision, the visible location of the antenna must be approved in writing by the Architectural Control Committee prior to installation. The Architectural Control Committee may require an antenna to be screened in whatever manner is deemed appropriate so long as the screening does not substantially interfere with reception. No satellite dish antenna which is larger than one (1) meter in diameter is permitted under any circumstances. A mast for an antenna shall not extend above the center ridge of the roofline of a

Residential Dwelling unless otherwise permitted by the Act (as defined below). Provided that, in no event shall a mast for an antenna that exceeds the height of twelve (12) feet above the center ridge of the roofline of a Residential Dwelling be installed without the prior written approval of the Architectural Control Committee; an antenna may be prohibited if the antenna cannot be safely installed on a mast that extends more than twelve (12) feet above the center ridge of the roofline of the Residential Dwelling. The provisions of this paragraph are intended to be consistent with the Telecommunications Act of 1996 (the "Act") and FCC regulations promulgated under the Act, as same presently exist or may hereafter be amended; the provisions of this paragraph shall be construed to be as restrictive as possible without violating the provisions of the Act or applicable FCC regulations.

Section 9. Basketball Goals; Play Equipment. A basketball goal on a Lot must be maintained in a functional and neat and attractive condition with a proper backboard, rim and net. No pole-mounted or wall or roof mounted basketball goal shall be installed on a Lot without the prior written approval of the Architectural Control Committee. Upon reviewing an application for a pole-mounted or wall or roof mounted basketball goal, the Architectural Control Committee is expressly authorized to consider, in addition to all other factors, the location of the proposed basketball goal in relation to the Residential Dwelling on an adjacent Lot and the potential impact on the Owner or occupant of an adjacent Lot with regard to noise. A portable basketball goal shall not be located on a Lot nearer to the front property line than the front wall of the Residential Dwelling on the Lot, whether or not in use; a portable basketball goal in a street is prohibited.

No play equipment including, without limitation, a play house, swing set, trampoline or sports-related equipment, shall be placed or installed nearer to the front property line of a Lot than the front building setback.

Section 10. Clotheslines. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on a Lot. No clothes shall be dried or aired outside if visible from a street in the Subdivision or a neighboring Lot at ground level.

Section 11. Discharge of Firearms. No hunting shall take place within the Subdivision. The discharge of firearms, including but not limited to pellet guns, paint ball guns, or BB guns is strictly prohibited within the Subdivision.

Section 12. Vehicles. No Owner, lessee, or occupant of a Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall keep or store any vehicle on a Lot which is visible from a street in the Subdivision or a neighboring Lot at ground level other than a passenger vehicle or pick-up truck and then only if the vehicle is regularly used, which, for purposes of this Section, means that the vehicle is used outside the Subdivision at least once every three (3) days; provided that, upon request, the Board of Directors may allow a vehicle to be parked on the driveway of a Lot for a longer period, as deemed appropriate by the Board, due to unusual circumstances, such as by way of example and not in limitation, the Owner of the Lot being on vacation or a business trip, or a visit by a relative or guest. For purposes of this Amended, Restated and Consolidated Declaration, the term "passenger vehicle" is limited to a vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and a sport utility vehicle used as a family vehicle (whether or not the sport utility vehicle displays a passenger or truck vehicle license plate). No vehicle of any kind shall be parked on an unpaved portion of a Lot.

No inoperable vehicle shall be parked, kept or stored on a Lot if visible from a street in the Subdivision or a neighboring Lot. For purposes of this Section, a vehicle shall be deemed to be inoperable if (a) it does not display all current and necessary licenses and permits, (b) it does not

have fully inflated tires, (c) it is on a jack, blocks or the like, or d) it is otherwise incapable of being legally operated on a public street or right-of-way.

No vehicle which has more than two (2) axles is permitted to be parked on the driveway of a Lot or on any street in the Subdivision. No utility trailer, boat or the like shall be kept or stored on a street in the Subdivision or on any portion of a Lot if visible from a street in the Subdivision or a neighboring Lot at ground level. No mobile home trailer or recreational vehicle shall be parked, kept or stored on a street in the Subdivision or on any portion of a Lot if visible from a street in the Subdivision or a neighboring Lot at ground level for more than twenty-four (24) consecutive hours and then only for the purpose of loading or unloading the mobile home trailer or recreational vehicle. A mobile home trailer, utility trailer, recreational vehicle, boat or the like may be parked in the garage on a Lot or in some other structure approved in writing by the Architectural Control Committee, but only if fully concealed from view from the street in front of the Lot and, in the case of a corner Lot, the side street.

No passenger vehicle, pick-up truck, mobile home trailer, utility trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed, or repaired on a Lot if visible from a street in the Subdivision or a neighboring Lot at ground level. A vehicle parked on a Lot or in the street adjacent to a Lot may display one (1) "for sale" sign or notice if the owner of the vehicle also owns the Lot on which the vehicle is parked or, in the event the vehicle is parked in the street, the adjacent Lot; otherwise, a "for sale" sign or notice on a vehicle is prohibited. No vehicle of any kind shall be parked on a driveway of a Lot in a manner that obstructs a sidewalk or in the street in a manner that impairs access to or from a driveway.

Section 13. Tree Removal. Trees may be removed without the prior approval of the Architectural Control Committee, at the discretion of the Owner.

Section 14. Lot Maintenance; Storage of Equipment and Materials. No Lot may be used for storage of material and equipment except for normal residential requirements and those materials required to implement approved Improvements thereon.

The Owner or occupant of a Lot shall not permit the accumulation of dead vegetation, garbage, trash or rubbish of any kind on the Lot, nor shall the Owner or occupant burn garbage, trash, rubbish, or vegetation on the Lot.

Lots shall be kept at all times in a sanitary, healthy and safe condition. Each Owner or occupant of a Lot shall maintain the same and the adjacent street right-of-way, including the improvements; lawn, trees, hedges, and plantings thereon in a neat and attractive condition. Such maintenance shall include regular mowing of the lawn; edging the lawn adjacent to curbs, roadways, driveways and walkways; weeding of plant beds; and watering of the lawn and landscaped areas of each Lot.

Additional maintenance such as fertilizing of the lawn and shrubs and weed control shall be done on a regular basis throughout the year so as to maintain healthy plant life.

Diseased or dead plants, trees, or limbs must be removed within a reasonable time after determining that the plants, trees or limbs cannot be salvaged.

Grass and/or weeds shall not be allowed to grow higher than six inches (6").

All firewood must be screened from public view and stored in a safe and appropriate manner so as to not cause damage to another Owner's Lot.

During times of water restrictions and/or mandatory water rationing, Owners are expected to comply with such regulations as set forth by local governing authorities.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements and if such default continues after ten (10) days written notice thereof, the Association or its agent may, without liability to the Owners or occupant in trespass or otherwise, enter the Lot and cut, or cause to be cut, such weeds, grass, plantings, trees or hedges, and remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with the provisions of this Amended, Restated and Consolidated Declaration, so as to place the premises in a neat attractive, healthful, safe and sanitary condition. The Owner agrees by the purchase of such Lot to pay such charges, plus ten percent (10%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article VII of this Amended, Restated and Consolidated Declaration. Interest thereon at the rate of ten percent (10%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner. An Owner may appeal the determination that the Lot is not being maintained in a reasonable manner and in accordance with the standards of the Subdivision, and the costs charged to the Owner, if a written request is submitted to the Board of Directors within thirty (30) days of the date of Owner's receipt of written notice from the Association. The written request for an appeal shall include a statement of the reason(s) for the failure to perform the required maintenance work.

Section 15. Leasing. The Residential Dwelling on a Lot may be leased but only in its entirety and for single family residential purposes. No room in a Residential Dwelling shall be leased to a person who is not a member of the family occupying the Residential Dwelling. No Owner shall be permitted to lease his Lot for hotel or transient purposes which, for purposes hereof, is defined as a period of less than six (6) months and then only to the same family during the entire term of the lease. No Residential Dwelling on a Lot shall be leased to an entity for corporate lodging or any other type of temporary or rotating lodging for employees or clients [i.e., for a period less than six (6) months]. Each lease shall provide that the lessee shall be bound by and subject to all the obligations under this Amended, Restated and Consolidated Declaration and a failure to comply with the provisions of this Amended, Restated and Consolidated Declaration shall be a default under the lease. The Owner making such lease shall not be relieved from any obligation to comply with the provisions of this Amended, Restated and Consolidated Declaration. Each Owner who leases the Residential Dwelling on his/her Lot is required to provide to the Association the name and contact information of the lessee at the time the lease agreement is executed or at the time the lessee takes possession of the Residential Dwelling, whichever is the first to occur.

Section 16. Repair of Buildings. No Residential Dwelling or other Improvement on a Lot shall be permitted to fall into disrepair, and each Residential Dwelling or other Improvement on a Lot shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at the Owner's sole cost and expense. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining the exterior of the Residential Dwelling and other Improvements on the Lot in a reasonable manner and in accordance with the standards of the Subdivision and the Board of Director's reasonable, good faith determination shall be conclusive and binding on all parties. In the event the Owner of a Lot fails to keep the exterior of the Residential Dwelling or other Improvement on the Lot in good condition and repair, and such failure continues after not less than thirty (30) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot and repair and/or paint the exterior of the Residential Dwelling or other Improvement on the Lot and otherwise cause the Residential Dwelling or other

Improvement on the Lot to be placed in good condition and repair, and do every other thing necessary to secure compliance with this Amended, Restated and Consolidated Declaration. The Association shall charge the Owner of the Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charges, plus ten percent (10%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article VII of this Amended, Restated and Consolidated Declaration. Interest thereon at the rate of ten percent (10%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner. An Owner may appeal the determination that the exterior of the Residential Dwelling and/or other Improvement is not being maintained in a reasonable manner and in accordance with the standards of the Subdivision, and the costs charged to the Owner, if a written request is submitted to the Board of Directors within thirty (30) days of the date of Owner's receipt of written notice from the Association. The written request for an appeal shall include a statement of the reason(s) for the failure to perform the required maintenance and/or repair work.

ARTICLE IV

Architectural Restrictions

Section 1. Types of Buildings. No building shall be erected, altered, placed or permitted to remain on a Lot other than (i) one detached, single family dwelling not to exceed two (2) stories in height, together with an attached or detached garage for not less than two (2) nor more than three (3) vehicles, (ii) one (1) permitted accessory building, and (iii) one (1) permitted play structure, all of which are subject to the prior written approval by the Architectural Control Committee.

If the Residential Dwelling on a Lot is a two (2) story dwelling and the garage on the Lot is a detached garage, a second story living area may be added to the garage so long as the height of the garage does not exceed the height of the Residential Dwelling. Provided that, the addition of a second story living area to a garage requires the prior written approval of the Architectural Control Committee. Provided further that, a second story living area above a garage shall not be used in a manner that violates any provisions of this Amended, Restated and Consolidated Declaration.

For Lots in Sections 1 through 6 and Section 10, an attached garage must have rear or side vehicle entry; the garage on any such Lot is not permitted to face either the front of the Lot or a side street adjacent to the Lot.

A carport is not permitted on a Lot. A porte-cochere is permitted on a Lot if it is attached and architecturally integrated into the Residential Dwelling; provided that, a porte-cochere is also subject to the prior written approval of the Architectural Control Committee.

Not more than one (1) Residential Dwelling shall be constructed on a Lot, as shown on the applicable Plat.

No residence house or similar building of any kind shall be moved onto a Lot, it being the intention that only on-site new construction and/or reconstruction shall be permitted on a Lot.

Section 2. Minimum Area of Interior Living Space. The minimum allowable area of interior living space in a Residential Dwelling is as follows:

One Story

One & One-Half

		<u>or Two Story</u>
Sections One thru Six	2,000	2,000
Sections Seven and Nine	1,800	2,200
Sections Eight, Ten, Eleven and Twelve	1,600	1,900

For purposes hereof, "interior living space" does not include steps, porches, exterior balconies, and garages.

Section 3. Minimum Lot Sizes. No Lot shall be further subdivided except as expressly permitted in this Section, nor shall any building be erected or placed on a Lot having an area less than the minimum square footage described below. A Lot may be further subdivided if (but only if) the two (2) resulting tracts of land each have the minimum square footage set forth below and the Owner of the Lot complies with all applicable replatting requirements.

Sections One and Two	8,500 sq. ft.
Sections Three, Four, Five and Six	7,700 sq. ft.
Section Ten	7,700 sq. ft.
Sections Seven, Eight, Nine, Eleven and Twelve	7,700 sq. ft.

Section 4. Building Location; Setbacks. No Residential Dwelling, garage or other building shall be located nearer to the front property line of a Lot or nearer to the side property line of a Lot adjacent to a side street than the minimum building setback lines shown on the applicable Plat.

In no event shall the sum of the side yard dimensions of a Lot (except in the case of a garage or other permitted accessory building setback 65 feet as provided below) be less than fifteen percent (15%) of the width of the Lot measured (to the nearest foot) along the front setback line shown on the applicable Plat.

For the purpose of this Section, eaves, steps, and open (uncovered) porches shall not be considered as a part of the building: provided, however, that this Section shall not be construed to permit any portion of an Improvement on a Lot to encroach upon another Lot.

Sections One thru Six and Ten:

	<u>Front Street Line</u>	<u>Side/Rear Street Line</u>	<u>Interior Line</u>
Residential Dwelling	Per applicable Plat	15 ft.	5 ft.
Garage	65 ft.	15 ft.	5 ft.
Garage Option	65 ft.	15 ft.	3 ft.

For the purpose of this Section, the front of a Lot shall be deemed to be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each Residential Dwelling is required to face the front of the Lot, and each detached garage is required to face the front of the Lot and be located at least sixty-five feet (65') from the front of the Lot on which it is situated. Except for corner Lots, driveway access is permitted only from the front of the Lot.

Sections Seven, Eight, Nine, Eleven and Twelve:

Buildings shall not be located on a Lot nearer to the front, side, or rear property lines than the distances set forth below. In the event of a conflict between a setback set forth in this Section and a setback or easement shown on the applicable Plat, the larger setback shall be observed. The garage setback shall not be applicable in cases where the garage door is perpendicular or substantially perpendicular to the front property line of the Lot; in such cases, the garage setback shall be governed by the setback applicable to the Residential Dwelling.

<u>Sections Seven and Nine</u>	<u>Front Street Line</u>	<u>Side/Rear Street Line</u>	<u>Interior Line</u>
House	25 ft.	10 ft.	5 ft.
Garage	55 ft.	10 ft.	5 ft.
Garage Option	70 ft.	10 ft.	3 ft.

<u>Sections Eight, Eleven & Twelve</u>	<u>Front Street Line</u>	<u>Side/Rear Street Line</u>	<u>Interior Line</u>
House	25 ft.	10 ft.	5 ft.
Garage	40 ft.	10 ft.	5 ft.
Garage Option	65 ft.	10 ft.	3 ft.

Section 5. Fences and Walls; Hedges. A fence or wall to be constructed on a Lot requires the prior written approval of the Architectural Control Committee. No fence or wall shall be located nearer to the front property line of a Lot than the front wall of the Residential Dwelling. No fence or wall shall be located nearer to the side street adjacent to a corner Lot than the side building setback. No hedge that serves as a fence or wall shall be allowed to grow more than the permitted height for a fence at that location; all of the provisions in this Section relating to the existence and location of a fence or wall shall be applicable to a hedge that serves as a fence or wall. In no event shall any fence or portion thereof be constructed of chain link or wire. A fence or wall located on or immediately adjacent to the property line of a Lot shall not be more than eight (8) feet in height, measured from the surface of the ground to the highest point of the fence. A fence or wall within the interior of a Lot (i.e., not located on or immediately adjacent to a property line) must be a height that is less than eight (8) feet or less than the height of the fence located on or immediately adjacent to the nearest property line [if the perimeter fence is not eight (8) feet in height]. Fences are generally required to be wood fences; provided that, wrought iron, ornamental metal, brick, or other fence materials may be permitted as determined by the Architectural Control Committee. Each fence or wall that is adjacent to or faces a street shall have a finished side facing the street; in the case of a wood fence, this provision prohibits all posts, rails and other supports from being visible from the street. No wood fence on a Lot shall be painted. A wood fence may be stained only if approved in writing by the Architectural Control Committee and then only with waterproof stain that is clear or a natural color. No fence constructed of a material other than wood may be painted without first submitting the proposed paint color to the Architectural Control Committee and receiving its written approval.

For each corner Lot, a fence parallel to the side street is required from the corner of the side wall of the Residential Dwelling or garage to the rear property line (thereby enclosing the rear yard of the Lot).

Side fences along Ella Boulevard may be constructed at the property line. No fence on a Lot shall be erected within the limits of a rear drainage easement as shown on the applicable Plat. If a Lot is adjacent to commercial property, the Owner of the Lot may request a variance from the Architectural Control Committee for a fence exceeding eight (8) feet in height; however, in no event shall a fence adjacent to commercial property exceed a height of ten (10) feet. No fence shall be

constructed within a public road right-of-way.

Section 6. Exterior Lighting; Decoration. All exterior lighting on a Lot other than porch lights, breezeway lights and standard types of patio lights must be approved in writing by the Architectural Control Committee as to type, location and illumination. No exterior lighting shall be directed toward another Lot or unreasonably illuminate beyond the boundaries of the Lot on which the lighting fixture is situated. Low voltage landscape lighting is permitted; provided that the lighting is white or amber. The Architectural Control Committee shall have the authority to determine whether exterior lighting is directed toward another Lot or unreasonably illuminates beyond the boundaries of a Lot and its reasonable, good faith determination shall be conclusive and binding.

Seasonal or holiday decorations may be displayed on a Lot or Residential Dwelling or other Improvement on a Lot for a period of thirty (30) days before and after the holiday to which the holiday decorations relate.

Decorative items, such as, by way of example and not in limitation, a sculpture, a birdbath, a birdhouse, or a flagpole, that are to be located in the front yard of a Lot or which will otherwise be visible from a street in the Subdivision require the prior written approval of the Architectural Control Committee.

Section 7. Mailboxes; Street Numbers. Cluster mailboxes are installed at various locations within the Subdivision in accordance with U.S. Postal Service requirements. No Owner of a Lot served by a cluster mailbox shall be permitted to install an individual mailbox on the Owner's Lot.

An individual mailbox on a Lot, when permitted, is required to be maintained in a neat and attractive condition.

Numbers that identify the Lot street address are at all times required to be maintained in a neat and attractive condition.

Section 8. Driveways and Sidewalks. Each Lot must be accessible to an adjoining street by a concrete driveway unless other materials are approved in writing by the Architectural Control Committee.

Each Owner shall, at the Owner's expense, maintain a concrete driveway from the garage to the street adjacent to the Lot, including the portion of the driveway in the street right of way. The Owner of a Lot shall, at Owner's expense, repair any damage to the street occasioned by the connection of the driveway.

Street curbs adjacent to a Lot shall be maintained by the Owner of the Lot. Sidewalks that are parallel to the public street shall be constructed of concrete.

Each Lot Owner shall be responsible for maintaining the sidewalks and walkways to/from the adjacent street in a safe and neat manner. Repairs to any section of a sidewalk or walkway must be of materials that are of the same or similar type as the remainder of the sidewalk or walkway or, if the entire sidewalk or walkway is replaced, the same or similar type of materials used in original construction. The installation or construction of a new or replacement sidewalk, walkway or driveway on a Lot and the repair of an existing sidewalk, walkway or driveway on a Lot requires the prior written approval of the Architectural Control Committee.

The Board of Directors shall have the exclusive authority to determine whether a sidewalk, walkway or driveway on a Lot needs repair or replacement and its reasonable, good faith determination shall be conclusive and binding on all parties.

Section 9. Roofs; Roofing Materials. Roofing materials shall be architectural asphalt composition shingles, fiberglass composition shingles, slate, metal or tile with a life of twenty-five (25) years or better. As technological advances occur, other roofing materials may be considered by the Architectural Control Committee. The roofing material proposed to be used on a Residential Dwelling or other Improvement on a Lot must be approved in writing by the Architectural Control Committee as to type, quality, color and compatibility prior to the commencement of construction. No solar or other energy collection panel, equipment or device shall be installed or maintained on a Lot or Residential Dwelling or other Improvement, including, without limitation, the roof of a Residential Dwelling, if visible from a street in the Subdivision. No plumbing or heating vents, stacks and other projections of any nature shall be placed on the roof on the front of a Residential Dwelling unless otherwise approved in writing by the Architectural Control Committee. All such vents, stacks and other projections from the roof of a Residential Dwelling shall blend or be painted to blend with the color of the roofing material and, to the extent practicable, not be visible from a street in the Subdivision.

All roof ventilators (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from the front of the residence. The Architectural Control Committee may approve exceptions to this restriction when energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot otherwise be screened from view.

Section 10. Consolidation of Lots. The Owner of two (2) or more adjoining Lots may consolidate such Lots into one (1) single family residential building site, with the privilege of constructing a Residential Dwelling thereon, in which case, setback lines shall be measured from the resulting side property lines rather than from the Lots lines as indicated on the applicable Plat. Provided that, the Owner of the Lots to be consolidated must comply with any replatting requirements imposed by any governmental entity having jurisdiction. Any such consolidated building site must have frontage at the building setback line of not less than the minimum frontage of Lots in the same block. Upon the consolidation of two (2) or more adjoining Lots and the substantial completion of a Residential Dwelling thereon, the consolidated building site shall be considered a single Lot for purposes of membership in the Association, voting rights and assessments.

Section 11. Swimming Pools; Water Amenities. All proposed plans for a swimming pool, hot tub, pond or other water amenity must be approved in writing by the Architectural Control Committee prior to installation. The Owner of a Lot must obtain all required permits for the construction of a swimming pool or other water amenity and is responsible to oversee all phases of the construction. A swimming pool or other water amenity must comply with all applicable governmental safety specifications or requirements.

A swimming pool or hot tub must be enclosed by a fence.

A swimming pool, hot tub or other water amenity on a Lot must be regularly cleaned, maintained and treated with appropriate chemicals so that the water amenity is at all times usable and the water is at all times clear.

All pool and other service equipment must be either screened from view from any street in the Subdivision with shrubbery or a fence as approved in writing by the Architectural Control

Committee.

Section 12. Generators. Permanently installed emergency standby generators which operate on natural gas must be approved in writing by the Architectural Control Committee prior to installation and screened from view from any street in the Subdivision. A permanently installed emergency standby generator which operates on diesel or other type of liquid fuel is prohibited. An emergency generator is to be used only on a temporary basis during power outages or for routine maintenance.

Section 13. Window Coverings; Window Air-Conditioning Units. Window coverings shall be maintained in a neat and attractive manner. Windows shall not be covered with any of the following types of materials: tape or foil, reflective material, broken blinds, ripped or torn curtains, bed sheets or flat fabric that is not sewn into curtains or draperies.

No window or wall type air conditioner shall be used, placed or maintained on or in any Residential Dwelling or other Improvement on a Lot, except that a window or wall type air conditioner may be placed in a garage if such air conditioning unit is located in the rear wall of the garage and is not visible from another Lot or Common Area at ground level. All window and wall air conditioning units require the written approval of the Architectural Control Committee prior to installation.

An awning is not permitted on or over a window or door of a Residential Dwelling or other Improvement if it is visible from the street in front of the Lot or, in the case of a corner Lot, the side street.

In the case of a natural disaster or when electrical services are temporarily interrupted, a window unit, operated by a residential size gas-powered generator, is permitted without Architectural Control Committee approval until such time as electrical services are restored.

Section 14. Burglar Bars. Burglar bars are not permitted on the exterior of a window or door in a Residential Dwelling, garage or other Improvement on a Lot. Interior burglar bars are not permitted in a window or door in a Residential Dwelling, garage or other Improvement if visible from the street in front of the Lot or, in the case of a corner Lot, the side street.

Section 15. Landscaping. The front and side yards of each Lot shall be sodded with grass. No hedge or shrubbery planting shall obstruct or interfere with traffic sight-lines for streets within the Subdivision. The determination of whether any such obstruction exists shall be made by the Architectural Control Committee and its reasonable, good faith determination shall be conclusive and binding on all parties. Rock or similar hardscape may be incorporated into the landscaping if approved in writing by the Architectural Control Committee; provided that, a solid rock yard or similar type of hardscape is not permitted in the front yard of a Lot or in the side yard of a Lot if visible from the street in front of the Lot at ground level or, if a corner Lot, the side street adjacent to the Lot at ground level. No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of a Lot or in the rear yard of a Lot if visible from a street in the Subdivision. No Owner shall allow the grass on his Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground. Landscape beds in the front and side yards of a Lot do not require Architectural Control Committee approval.

Section 16. Exterior Materials. The front exterior wall area of a Residential Dwelling constructed on a Lot after the effective date of this Amended Restated and Consolidated Declaration and each side exterior wall area of a Residential Dwelling constructed on a Lot after the effective date of this Amended Restated and Consolidated Declaration must be comprised of not less than fifty-one percent (51%) brick, stone or stucco, unless an alternative type of exterior

building material is approved in writing by the Architectural Control Committee prior to the commencement of construction; provided that, stucco known as EFIS or synthetic stucco is not permitted on any Residential Dwelling within the Subdivision and cinder blocks, cement blocks and the like are not permitted as an exterior building material on a Residential Dwelling or other Improvement. The only permitted stucco is the traditionally applied stucco. For purposes of this paragraph, the exterior wall area shall include exterior wall area above the first floor but shall exclude windows and door openings. Hardi plank and any similar product is permitted as an exterior material but not for the purpose of complying with the fifty-one percent (51%) first floor exterior wall cover set forth above. All brick, stone, stucco and other exterior building materials must be approved in writing by the Architectural Control Committee. Brick or stone on the exterior of a Residential Dwelling or other Improvement shall not be painted without the prior written approval of the Architectural Control Committee. If the exterior wall of a Residential Dwelling or other Improvement that exists as of the date this Amended, Restated and Consolidated Declaration becomes effective is modified or reconstructed, the exterior building materials must be the same type of building materials that existed prior to modification or reconstruction, unless otherwise approved in writing by the Architectural Control Committee.

ARTICLE V.

Architectural Control Committee

Section 1. Architectural Control Committee. The Architectural Control Committee shall consist of not less than three (3) members, all of whom shall be appointed by the Board. Members of the Architectural Control Committee must at all times be Members in Good Standing of the Association. Members of the Architectural Control Committee 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. If deemed appropriate, the Board of Directors may assume the duties of, and act as, the Architectural Control Committee, for whatever period of time is considered to be necessary without waiving its authority to thereafter appoint persons to serve on the Architectural Control Committee.

Section 2. Architectural Control Committee Approval. In order to preserve the architectural and aesthetic appearance and the Subdivision, to establish and preserve a harmonious design for the Subdivision, and to protect and promote the value of the Lots, no Improvement of any nature which affects the exterior appearance of a Lot or the Residential Dwelling or other Improvement on a Lot shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on a Lot by an Owner, unless plans therefor have been submitted to and approved in writing by the Architectural Control Committee in accordance with the provisions of this Article. Without limiting the foregoing, the construction or installation of a Residential Dwelling, driveway, swimming pool, wall, fence, exterior lighting, garage, or any other building or structure shall not be undertaken, nor shall any exterior addition to or change or alteration be made (excluding minor modifications made in the course of routine maintenance and/or repair) to a Residential Dwelling or other Improvement, unless the plans for the same have been submitted to and approved in writing by the Architectural Control Committee in accordance with the provisions of this Article. This Article shall be applicable to painting or staining the exterior surface of a Residential Dwelling or other Improvement.

The Architectural Control Committee is hereby authorized and empowered to approve plans for the construction of a Residential Dwelling or other Improvement on a Lot. Prior to the commencement of a Residential Dwelling or other Improvement on a Lot, the Owner thereof shall submit to the Architectural Control Committee Plans and related data for each proposed Improvement, which shall include, as required by the Architectural Control Committee, the

following:

- (i) an accurately drawn and dimensioned site development plan indicating the location of any and all Improvements to be constructed on said Lot, the location of all driveways, walkways, decks, patios and other Improvements and the relationship of the same to applicable setbacks and utility easements;
- (ii) written specifications and, if requested by the Architectural Control Committee, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Improvement on the Lot, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of the Improvement, the color of paint or stain or color impregnation to be used on all doors, shutters, trim work, eaves and dormers on the exterior of such Residential Dwelling or other Improvement, and all window types;
- (iii) in the event of a new Residential Dwelling to be constructed on a Lot, an addition to an existing Residential Dwelling that increases the footprint of the Residential Dwelling, or an Improvement that has a foundation, a drainage plan which indicates how storm water will drain to a street. A Lot must drain within itself and not onto an adjacent Lot. The failure to submit a drainage plan with the plans for a new Residential Dwelling to be constructed on a Lot, an addition to an existing Residential Dwelling that increases the footprint of the Residential Dwelling, or an Improvement that has a foundation shall result in the disapproval of the Plans;
- (iv) a written statement of the estimated date of commencement of construction, if the proposed Improvement is approved, and the estimated date of completion; and
- (v) the name, address and telephone number of the builder, once the builder has entered into a contract with the Owner.

The Architectural Control Committee shall, in its sole discretion, determine whether the plans and other data submitted by an Owner for approval are acceptable. One copy of the plans and related data so submitted to the Architectural Control Committee shall be retained as records of the Association and the other copy shall be returned to the Owner submitting the same either marked "approved", "approved as noted" or "disapproved" or with an accompanying letter which identifies the plans and indicates approval or disapproval by the Architectural Control Committee.

The Architectural Control Committee shall have the right to disapprove any plans upon any ground which is consistent with the objectives and purposes of this Amended, Restated and Consolidated Declaration, including purely aesthetic considerations; failure to comply with any of the provisions of this Amended, Restated and Consolidated Declaration; failure to provide requested information; objection to exterior design, appearance or materials; objection on the ground of incompatibility of any such proposed Improvement with the general plan and scheme for the Subdivision; objection to the location of any proposed Improvement; objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of the Residential Dwelling or other Improvement; failure to include an adequate drainage plan to assure that storm water does not drain onto an adjacent Lot; or any other matter, which in the reasonable, good faith judgment of the Architectural Control Committee would render the proposed Residential Dwelling or other Improvement inharmonious or incompatible with the general plan and scheme for the Subdivision. The Architectural Control Committee shall have the right to approve submitted plans with conditions or stipulations by which the Owner of such Lot shall be obligated to comply and must be incorporated into the plans for such Residential Dwelling or other Improvement. Approval of plans by the Architectural Control Committee for Improvements on a particular Lot shall not be

deemed an approval or otherwise obligate the Architectural Control Committee to approve similar plans for proposed Improvements for another Lot.

Any revision, modification or change in plans previously approved by the Architectural Control Committee must be approved by the Architectural Control Committee in the same manner specified above.

If construction of an Improvement has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing related construction work) within ninety (90) days of approval by the Architectural Control Committee of the plans for such Improvement (or such longer period approved in writing by the Architectural Control Committee), then no construction may be commenced (or continued) on such Lot and the Owner of such Lot shall be required to resubmit all plans for any Improvement to be constructed on the Lot to the Architectural Control Committee for approval in the same manner specified above.

Section 3. Address of Committee. The address of the Architectural Control Committee shall be at the office of the Association's management company.

Section 4. Architectural Control Guidelines. The Architectural Control Committee, with the approval of the Board, may promulgate, supplement or amend Architectural Control Guidelines for the purpose of outlining minimum acceptable standards for proposed Improvements; provided, however, that such outline will serve as a minimum guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvements. If the recorded Architectural Control Guidelines impose requirements that are more stringent than the provisions of this Amended, Restated and Consolidated Declaration (without conflicting with the provisions of this Amended, Restated and Consolidated Declaration), the provisions of the recorded Architectural Control Guidelines shall control, it being the intent that the Architectural Control Guidelines shall supplement this Amended, Restated and Consolidated Declaration with regard to matters within the discretionary authority of the Architectural Control Committee.

The Architectural Control Guidelines may also list or identify various types of repairs that are not deemed to be modifications or additions to an existing Residential Dwelling or other Improvement and, therefore, do not require prior approval by the Architectural Control Committee.

Section 5. Failure of Committee to Act on Plans. Request for approval of a proposed Improvement on a Lot shall be deemed to be approved by the Architectural Control Committee unless written disapproval is transmitted to the Owner by the Architectural Control Committee within thirty (30) days after the date of actual receipt of the request by the Architectural Control Committee. Provided that, a request for approval of a proposed Improvement on a Lot shall not be considered to be received unless and until all documents and information required in this Article have been received by the Architectural Control Committee. Provided further that, if the Architectural Control Committee requests additional information or material samples from an applicant in a written communication or e-mail within the specified thirty (30) day period, the applicant's request shall be deemed to be disapproved, whether or not so stated in the written communication or e-mail, and a new thirty (30) day review period shall not commence until the date of actual receipt of the requested information by the Architectural Control Committee. A request for additional information or material samples submitted via an e-mail is required to be confirmed by a written communication sent not later than ten (10) days after the date of the e-mail unless the applicant replies within such period and acknowledges receipt of the e-mail. Notwithstanding the written approval of the Architectural Control Committee of plans for a proposed Improvement, an Owner shall not construct or maintain an Improvement on a Lot that violates an express provision of this Amended, Restated and Consolidated Declaration or the Architectural Control Guidelines,

the Architectural Control Committee and the Association at all times retaining the right to object to an Improvement on a Lot that violates an express provision of this Amended, Restated and Consolidated Declaration or the Architectural Control Guidelines. An applicant shall have the right to appeal an adverse decision of the Architectural Control Committee to the Board of Directors. The Board of Directors shall have the authority to adopt procedures for appeals of decisions of the Architectural Control Committee. In the event of an appeal, the decision of the Architectural Control Committee shall remain in effect during the pendency of the appeal; there shall be no deemed approval of an application as a result of the Board's failure to act on an appeal within thirty (30) days. The decision of the Board of Directors shall be conclusive and binding on all parties.

Section 6. Initiation of Work After Approval. After approval of a proposed Improvement on a Lot, work on the proposed Improvement shall be pursued diligently and continuously and shall be completed within the time frame established for completion pursuant to the provisions of this Amended, Restated and Consolidated Declaration and in strict conformity with the description of the proposed Improvement in the plans submitted to and approved by the Architectural Control Committee. An Owner and the Owner's builder or contractor shall keep the job site and all surrounding areas clean during the progress of construction. In no event shall any construction material be buried in a Lot or beneath a Residential Dwelling or other Improvement. No Owner, builder or contractor shall allow dirt, mud, gravel, construction debris or similar items to collect or remain on the sidewalk on the Lot or on a street in the Subdivision; no dirt, mud, gravel, construction debris or similar items shall be allowed to migrate into a storm sewer.

Section 7. Inspection of Work. The Architectural Control Committee or its duly authorized representative shall have the right, but not the obligation, to inspect an Improvement on a Lot before or after completion, provided that, in the event of an occupied Residential Dwelling, the right of inspection shall not be exercised without reasonable notice to the Owner of the Lot and, if applicable, the Builder.

Section 8. No Implied Waiver or Estoppel. No action or failure to act by the Architectural Control Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors. Specifically, the approval by the Architectural Control Committee or the Board of Directors of an Improvement on a Lot shall not be deemed a waiver of any right or an estoppel against withholding approval of Plans for a similar Improvement proposed to be constructed on another Lot.

Section 9. Power to Grant Variances. Upon the receipt of a written request from an Owner and the recommendation of the Architectural Control Committee, the Board of Directors may authorize variances from compliance with any of the provisions of Article IV of this Amended, Restated and Consolidated Declaration when deemed appropriate on the basis of equity, consistency or compliance with the overall purposes and intent of this Amended, Restated and Consolidated Declaration. Provided that, a variance shall not be granted due to (a) economic hardship, (b) inability to obtain financing, or (c) inability to comply with applicable governmental regulations or to obtain approval from a governmental entity. Provided further that a variance relating to height or a setback shall not deviate from the requirement by a distance greater than twelve (12) inches. Approval of a variance requires the approval of a majority of all of the Directors present at the meeting at which the variance is considered. An approved variance must be evidenced in writing and shall become effective only when signed by an authorized officer of the Association certifying that the variance was approved by not less than majority of all the Directors present at the meeting at which the variance was considered. If a variance is granted, no violation of the provisions of this Amended, Restated and Consolidated Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, a variance shall not (a) operate to waive any of the provisions of this Amended, Restated and Consolidated Declaration or the Architectural Control Guidelines for any purpose except as to the

particular Lot and the particular provision covered by the variance, (b) affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, or (c) affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

Section 10. Compensation of Architectural Control Committee Members. The members of the Architectural Control Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties as the Board from time to time may authorize or approve, but they shall not otherwise be compensated by the Association.

Section 11. Estoppel Certificates. The Board of Directors, upon the reasonable request of an interested party and after confirming any necessary facts with the Architectural Control Committee, shall furnish a certificate with respect to the approval or disapproval of an Improvement on a Lot or with respect to whether an Improvement on a Lot was constructed in compliance with the provisions of this Amended, Restated and Consolidated Declaration and the Architectural Control Guidelines. Any person, without actual notice of the falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein. The Association shall have the authority to charge a reasonable fee for the issuance of such a certificate, as determined by the Board of Directors.

Section 12. Nonliability for Architectural Control Committee Action. None of the members of the Architectural Control Committee, the Association or any of the Association's officers or directors 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 Architectural Control Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing a matter, the Architectural Control Committee shall not inspect, guarantee or warrant the workmanship of the Improvement, including its design, construction, safety (whether structural or otherwise), compliance with building codes or other governmental laws or regulations, or whether the Improvement is suitable or fit for its intended purpose.

ARTICLE VI.

Cypresswood Community Improvement Association

Section 1. Membership. Every person or entity who is a record owner of a Lot subject to maintenance charge assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification of membership.

Section 2. Nonprofit Corporation. The Association is a nonprofit corporation; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

Section 3. Bylaws. The Association may adopt bylaws to govern the organization, provided that the bylaws are not in conflict with the provisions of this Amended, Restated and Consolidated Declaration.

Section 4. Inspection of Records. Each Member of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal

business hours upon written request stating the purpose of the request.

Section 5. Board Actions in Good Faith. To the maximum extent allowed by law, no action, inaction or omission by the Board made or taken in good faith shall subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party. The Association shall at all times maintain directors' and officers' liability insurance for the benefit of its officers, directors, and committee members.

Section 6. Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the provisions of this Amended, Restated and Consolidated Declaration or its Articles of Incorporation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Amended, Restated and Consolidated Declaration, the Articles of Incorporation, the Bylaws or applicable law specifically requires a vote of the membership.

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

Section 7. Standard of Conduct. The Board of Directors, the officers of the Association, and the Association shall have the duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with this Amended, Restated and Consolidated Declaration, the Articles of Incorporation, the Bylaws and the laws of the State of Texas, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing shall not be a breach of duty on the part of the Director, officer or committee member if taken or done within the exercise of their reasonable discretion and judgment. The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, officer or committee member. A court shall not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

ARTICLE VII

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements.

The regular and special assessments, together with interest, late charges, and reasonable attorney's fees as necessary for collection, shall be a charge on the land and shall be a continuing

lien upon each Lot against which each such assessment is made. Each such assessment, together with interest, late charges, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. All sums collected by the Association for annual assessments, special assessments, and other charges shall constitute the Maintenance Fund. The Maintenance Fund shall be used by the Association for the purpose of promoting the recreation, health and welfare of the Members of the Association, including, by way of example and not in limitation, maintenance of any Common Area, parkways, esplanades and entryways, providing trash collection, police and security service, fire protection, street cleaning, street lighting and other similar services as may be deemed by the Board of Directors, in its reasonable, good faith judgment, to be in the best interest of the Subdivision. It is specifically understood in regard to trash collection that the Board of Directors shall determine from time to time the desirability of including collection fees in the annual assessment or requiring separate payment, whether to the Association or directly to the trash disposal contractor, the basis for which determination shall be efficiency and negotiated rates.

Section 3. Maximum Annual Assessment. Upon the effective date of this Amended, Restated and Consolidated Declaration, the maximum annual assessment shall be \$484.50 per Lot. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount established pursuant to this Section. Except as provided in Section 6, the annual assessment levied against each Lot shall be uniform.

The Board may determine and certify that the then current annual assessment is sufficient, or insufficient to reasonably meet expenses of the Association and, at a meeting called for such purpose, may by majority vote of the Board, vote to increase or decrease the annual assessment by an amount not to exceed 10% of the previous annual assessment. The annual assessment shall not be increased or decreased more than once in any calendar year and any increase shall not take effect retroactively. In the event that the Board decides to include the cost of trash and garbage collection in the annual assessment as provided in Article VII, Section 2, then that amount will be considered additive to the 10% increase provision set forth above.

Section 4. Special Assessments for Capital Improvements. In addition to the annual 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, repair or replacement of a capital improvement in or on the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of total voting membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 hereof shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such called meeting, the presence of Owners or of proxies entitled to cast sixty (60) percent of all the votes shall constitute a quorum. If the required quorum is not present, one additional meeting may be called for the same purpose, 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 meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. All Lots in each section shall commence by section to bear their applicable assessments simultaneously. Any Lots upon which no structures have been built shall be assessed at the rate of one-half (1/2) of the annual assessment rate. The rate of assessment for an individual Lot, within a calendar year, can change as its character changes. The applicable assessment for such a Lot shall be prorated (even months) according to the applicable rate set forth herein.

Section 7. Notice of Annual Assessments. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period and send written notice of the annual assessment to every Owner subject thereto. The due dates shall be established by the Board of Directors. Provided that, the failure to fix the amount of an annual assessment or to send written notice thereof to all Owners shall not affect the authority of the Association to levy annual assessments or to increase annual assessments as provided in this Amended, Restated and Consolidated Declaration. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose a lien against the property. No Owner may waive or otherwise escape liability for the assessment by reasons of non-use or abandonment.

Section 9. Subordination of the Lien to Mortgages. The assessment lien shall be subordinate to any Mortgage for the purchase of the Lot and any renewal, extension, rearrangement or refinancing of such purchase money Mortgage. In the event of a sale of a Lot, whether by foreclosure sale or otherwise, the person or entity who owned the Lot prior to the sale shall remain liable for the payment of all annual maintenance charges, special assessments, or other sums, if any, which accrued prior to the date of transfer of title. In the event of a foreclosure of a Mortgage on a Lot that is superior to the lien described in this Article, the purchaser at the foreclosure sale shall not be responsible for annual maintenance charges, special assessments, or other sums, if any, which accrued on the Lot prior to the date of the sale, but the purchaser and his/its successors shall be responsible for annual maintenance charges, special assessments, and other sums, if any, becoming due and owing with respect to the Lot after the date of foreclosure.

Section 10. Exempt Properties. All properties dedicated to and accepted by a municipal authority, all Drill Site Reserves, and all properties owned by charitable or non-profit organizations, which are exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein.

ARTICLE VIII **Fire or Casualty; Rebuilding**

In the event of a fire or other casualty causing damage or destruction to the Residential Dwelling or other Improvement on a Lot, the Owner of such damaged or destroyed Residential Dwelling or Improvement shall, within one hundred eighty (180) days after such fire or casualty (or such longer period if agreed to in writing by the Board of Directors), contract to repair or reconstruct the damaged portion of Residential Dwelling or Improvement and shall cause the Residential Dwelling or Improvement to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved in writing by the Architectural Control Committee, and shall promptly commence repairing or reconstructing such Residential

Dwelling or Improvement, to the end that the Residential Dwelling or Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling or Improvements shall be razed and the Lot restored as nearly as possible to its original condition within one hundred eighty (180) days of its damage or destruction (or such longer period if agreed to in writing by the Board of Directors). In the event that the repair and reconstruction of the Residential Dwelling or Improvement has not been commenced within one hundred eighty (180) days after such fire or casualty (or such longer period if agreed to in writing by the Board of Directors), and the damaged or destroyed Residential Dwelling or Improvement has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association, shall upon thirty (30) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, have the authority but not the obligation to enter upon the Lot, raze the Residential Dwelling or Improvement and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling or Improvement and to restore the Lot to its original condition, plus ten percent (10%) of such costs for overhead and supervision, shall be charged to the Owner's assessment account, secured by the lien created in Article VII of this Amended, Restated and Consolidated Declaration. Interest thereon at the rate of ten percent (10%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

ARTICLE IX

General Provisions

Section 1. Duration. The provisions of this Amended, Restated and Consolidated Declaration shall remain in full force and effect until January 1, 2030, and shall be extended automatically for successive ten (10) year periods; provided, however, that this Amended, Restated and Consolidated Declaration may be terminated on January 1, 2030, or as of the end of a successive ten (10) year term by filing for record in the Official Public Records of Real Property of Harris County, Texas prior to the effective date of termination, an instrument in writing signed by Owners representing not less than seventy-five percent (75%) of the Lots in the Subdivision agreeing to terminate this Amended, Restated and Consolidated Declaration.

Section 2. Amendment. This Amended, Restated and Consolidated Declaration may be amended by an instrument approved in writing by Owners (as of the date of recording the amendment document) representing not less than fifty-one percent (51%) of the Lots in the Subdivision. Each written approval must be dated but the signature of an Owner approving the amendment need not be acknowledged: provided that, a certificate signed and acknowledged by an officer of the Association must be attached to the amendment document verifying that Owners of the requisite number of Lots in the Subdivision have approved the amendment and that such written approvals were obtained within the time period specified in this paragraph. In the event there are multiple Owners of a Lot, the approval may be reflected by the signature of a single co-owner. For an amendment document to be valid, the approvals of Owners (as of the date of recording) of the requisite number of Lots must be obtained within one (1) year of the date of the first written approval obtained. Further, no amendment shall be effective until the amendment document, to which the certificate of an officer of the Association and the written approvals of the Owners are attached, is recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 4. **Number and Gender.** Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 5. **Articles and Sections.** Article and section headings in this Amended, Restated and Consolidated Declaration are for convenience of reference and shall not affect the construction or interpretation of this Amended, Restated and Consolidated Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Amended, Restated and Consolidated Declaration.

Section 6. **Delay in Enforcement.** No delay in enforcing the provisions of this Amended, Restated and Consolidated Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recovery for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

Section 7. **Enforceability.** The provisions of this Amended, Restated and Consolidated Declaration shall run with all of the Lots in the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association, each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of the provisions of this Amended, Restated and Consolidated Declaration or the Architectural Control Guidelines and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions of this Amended, Restated and Consolidated Declaration and/or the Architectural Control Guidelines. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article VII of this Amended, Restated and Consolidated Declaration. In the event any one or more persons, firms, corporation or other entities shall violate or attempt to violate any of the provisions of this Amended, Restated and Consolidated Declaration, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

Section 8. **Interpretation.** The provisions of this Amended, Restated and Consolidated Declaration shall be liberally construed to give effect to their purposes and intent.