# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

# FOR

# SIERRA VISTA

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**
***for***
**SIERRA VISTA**

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THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

THIS DECLARATION is made on the date hereinafter set forth by LAND TEJAS STERLING LAKES SOUTH, L.L.C., a Texas limited liability company.

**W I T N E S S E T H:**

WHEREAS, Land Tejas Sterling Lakes South, L.L.C., a Texas limited liability company ("**Developer**"), is the owner of the real property in Brazoria County, Texas, described by metes and bounds in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Developer desires to subject the real property described in Exhibit "A" attached hereto, together with additional real property that may hereafter be duly annexed (all of such real property being referred to as "**Sierra Vista**") to all of the covenants, conditions, restrictions, easements and charges set forth in this Declaration and the jurisdiction of Sierra Vista at Canyon Gate Property Owners Association, a Texas non-profit corporation ("**Association**").

NOW, THEREFORE, Developer hereby declares that Sierra Vista will be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth in this Declaration, which are for the purpose of protecting the value and desirability of Sierra Vista and constitute covenants running with the real property known as Sierra Vista. The easements, covenants, conditions and restrictions set forth in this Declaration are binding on all parties having any right, title or interest in the real property described in Exhibit "A" or any part thereof, as well as any other real property duly annexed and subjected to the provisions of this Declaration, their heirs, successors and assigns, and will inure to the benefit of each owner thereof and the Association.

## ARTICLE I.
## DEFINITIONS

**SECTION 1.1** **"ASSESSMENTS"** means (1) the assessments, fees and changes referenced in Article V of this Declaration, including, but not limited to: Annual Assessments and Gated Section Assessments; Capitalization Fees; Special Assessments; Specific Section Assessments; Adopt a School Assessments; and Administrative Fees; (2) Bulk Services Assessments referenced in Section 2.24 hereof; (3) any charge-back for costs, fees, expenses, fines, and attorney's fees incurred by the Association in connection with enforcement of this Declaration or any dedicatory instrument of the Association to the extent authorized by this Declaration or by law; and (4) any other charges authorized by this Declaration or by law.

**SECTION 1.2** **"ASSOCIATION"** means Sierra Vista at Canyon Gate Property Owners Association, a Texas non-profit corporation, its successors and assigns.

**SECTION 1.3** **"ASSOCIATION WALL"** means a wall constructed by or at the direction of Developer on Lots forming a perimeter of the Community, as well as each wall designated as an Association Wall in this Declaration or any Supplemental Declaration.

**SECTION 1.4** **"BOARD OF DIRECTORS" or "BOARD"** means the Board of Directors of the Association.

**SECTION 1.5** **"BUILDER"** means each person, firm or entity which purchases a Lot for the purpose of constructing a new residential dwelling on the Lot for sale to the public.

**SECTION 1.6** **"COMMITTEE"** means the Architectural Control Committee as further provided in Article II of this Declaration and any person or persons to whom the duties and functions of the Architectural Control Committee are delegated per Article II of this Declaration.

**SECTION 1.7** **"COMMON AREA"** means property owned by or under the control or jurisdiction of the Association for the common use and benefit of the Owners, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to easements, limitations, restrictions, dedications and reservations applicable thereto by virtue of the provisions of this Declaration, a plat, or a prior grant or dedication. References herein to the "Common Area" include Common Area as so defined in this Declaration and any Supplemental Declaration. "Common Area" means all existing and subsequently provided improvements on or within the Common Area except those as may be expressly excluded herein. The term "Common Area" may include, but

is not limited to, the following: structures for recreation, swimming pools, playgrounds, structures for storage protection of equipment, fountains, statuary, sidewalks, gates, streets, fences, landscaping, and other similar and appurtenant improvements. The Association may adopt rules and regulations for the use, maintenance, and operation of the Common Area. Provided, however, some or all of the Common Area in a Section may be restricted for the common use and benefit of only the Owners in that Section by the applicable Supplemental Declaration so that the Common Area in that Section will not be for the common use and benefit of all Owners in the Community, but only the Owners in that Section ("**Limited Common Area**"). The expenses related to a Limited Common Area must be paid for by the Owners in the particular Section to whom the common use and benefit of the Limited Common Area is restricted through a Specific Section Assessment authorized in Section 5.12 of this Declaration.

**SECTION 1.8** **"COMMUNITY"** means all of Sierra Vista, which is initially comprised of the real property described by metes and bounds in Exhibit "A" attached to this Declaration, but will include additional real property that is hereafter annexed and subjected to the provisions of this Declaration and the jurisdiction of the Association. The real property described by metes and bounds in Exhibit "A" attached to this Declaration will be subdivided pursuant to a recorded Plat. Additional real property that is hereafter annexed may be annexed before or after the real property is subdivided by a recorded Plat. There are a total of 750 Lots that may be created and made a part of the Community, the subject of this Declaration and the jurisdiction of the Association. Developer reserves the right to facilitate the development, construction, and marketing of the Community and the right to direct the size, shape, and composition of the Community until such time that all of the Lots that may be created have been made a part of the Community, the subject of this Declaration, and the jurisdiction of the Association, and such Lots have been conveyed to Owners other than Developer or a Builder.

**SECTION 1.9** **"DECLARANT"** means the owner of the real property in a Section that is annexed into the Community in accordance with Article IX, Section 9.19, of this Declaration.

**SECTION 1.10** **"DECLARATION"** means this Declaration of Covenants, Conditions and Restrictions for Sierra Vista, as hereafter amended and supplemented.

**SECTION 1.11** **"DESIGN GUIDELINES"** means guidelines that may be adopted and amended from time to time by the Developer or, after the expiration of the Development Period, the Committee, which govern improvements proposed to be constructed on Lots in the Community. Design Guidelines may vary from Section to Section.

**SECTION 1.12** **"DEVELOPER"** means Land Tejas Sterling Lakes South, L.L.C., a Texas limited liability company, its successors and assigns so designated in writing by Land Tejas Sterling Lakes South, L.L.C.

**SECTION 1.13** **"DEVELOPMENT PERIOD"** means the period during which Developer may appoint and remove Board members and officers of the Association, other than Board members elected by Owners other than Developer, as provided in the Bylaws of the Association. The Development Period will exist so long as Developer or a builder in the business of constructing homes who purchased Lots from Developer for the purpose of selling completed residential dwellings constructed on Lots owns a Lot subject to the provisions of this Declaration or December 31, 2040, whichever is the last to occur, unless Developer terminates the Development Period on an earlier date by an instrument duly executed by Developer and recorded in the Official Public Records of Real Property of Brazoria County, Texas.

**SECTION 1.14** **"GATED SECTION"** means a Section brought within the jurisdiction of the Association that is referred to in this Declaration or the applicable Supplemental Declaration as a "Gated Section." The streets within a Gated Section will be private streets.

**SECTION 1.15** **"LAKE"** means a body of permanent water, being either a natural lake or artificial/man made flood control lake or detention area.

**SECTION 1.16** **"LAKE LOT"** mean a Lot which shares any common boundary with a Lake or with a Reserve that is located between the Lake and the Lot.

**SECTION 1.17** **"LANDSCAPE AREA"** means all Common Area located:

(a) within esplanades located upon or within or adjacent to major thoroughfares within the Community;

(b) within restricted Reserves shown on the Plats;

(c) between the outside edge of the paving of the roadway of any major thoroughfare within the Community and the right-of-way line thereof; and

(d) project identity tracts located at any street intersection in the Community.

**SECTION 1.18** **"LOT"** means a subdivided parcel of land designated as a Lot on the applicable Plat that is part of the Community. The term "Lot" does not include a "Public Street," a "Private Street," a "Reserve," a "Commercial Reserve," an "Unrestricted Reserve," "Common Area," or "Recreational Area."

**SECTION 1.19** **"NON-GATED SECTION"** means a Section brought within the jurisdiction of the Association that is referred to in this Declaration or the applicable Supplemental Declaration as a Non-Gated Section.

**SECTION 1.20** **"OWNER"** means the record owner, whether one or more persons or entities, of a fee simple title to a Lot, including executory contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 1.21** **"PLAT" or "PLATS"** means each of the various plats for the real property comprising the Community recorded in the Map Records of Brazoria County, Texas.

**SECTION 1.22** **"PRIMARY ENTRANCE ACCESS ROAD"** means a primary entrance access road into the Community.

**SECTION 1.23** **"RECREATIONAL AREA"** means Common Area that is to be used for designated recreational purposes by Owners, their family members and guests.

**SECTION 1.24** **"RESERVE"** means real property designated as a reserve on a Plat.

**SECTION 1.25** **"RESERVE LOT"** means a Lot having any common boundary with a Reserve, Common Area, recreational green space, or project identity signs.

**SECTION 1.26** **"SECTION"** means a subdivision according to a recorded Plat that is annexed and made a part of the Community.

**SECTION 1.27** **"SUPPLEMENTAL DECLARATION"** means an instrument filed of record for the purpose of annexing the Section described therein and subjecting the Section to the provisions of this Declaration and the jurisdiction of the Association. A Supplemental Declaration may include additional or different restrictions applicable to the Lots in that Section so long as the additional or different restrictions are consistent with the overall plan of development for the Community.

## ARTICLE II
## ARCHITECTURAL CONTROL

**SECTION 2.1** **ARCHITECTURAL CONTROL**. No building, landscaping, structure, improvement or fence of any kind may be erected or placed, or the erection thereof begun, or changes made in the design, color, materials, or size, or any addition, remodeling, renovation, replacement or redecoration of any portion of the exterior of any improvement on a Lot before or after original construction, until the construction plans, detailed specifications and

survey or original plot plan showing the location of the structure or improvement have been submitted to and approved in writing by the Committee, or its duly authorized representative. Written approval must be obtained for compliance with this Declaration, quality, type, and color of material, harmony of external design with existing and proposed structures, and for location with respect to topography, setbacks, and finish grade elevation. The Committee may pre-approve Builder plans, which thereafter will only require the Builder to submit Lot plans setting forth the preapproved plan numbers and elevation identification. All new construction must be in accordance with the Design Guidelines and this Declaration. In the event the Committee fails to provide its written approval or disapproval within thirty (30) days after the receipt of the required documents, the plans will be deemed to be approved by the Committee. Provided that, the Committee's deemed approval will not authorize the Owner to violate any express restriction or limitation set forth in this Declaration, an applicable Supplemental Declaration, or the Design Guidelines, including, without limitation, the location of an improvement in violation of a setback or on or over easement.

The Committee will be comprised of three (3) members. Until the end of the Development Period, the members of the Committee will be appointed by Developer and Developer may from time to time, without liability, remove and replace members of the Committee as it deems appropriate. DEVELOPER, THE COMMITTEE AND THE INDIVIDUAL MEMBERS THEREOF ARE NOT LIABLE FOR ANY ACT OR OMISSION IN PERFORMING OR PURPORTING TO PERFORM THE FUNCTIONS DELEGATED HEREUNDER. THE ASSOCIATION IS REQUIRED TO INDEMNIFY AND HOLD DEVELOPER AND THE MEMBERS OF THE COMMITTEE HARMLESS FROM AND AGAINST ANY CLAIMS RELATING TO THEIR ACTS OR OMISSIONS IN THE PERFORMANCE OF THEIR DUTIES UNDER THIS SECTION, EXCEPT FOR WILFUL MISCONDUCT, AND INCLUDE THEM AS INSUREDS UNDER THE ASSOCIATION DIRECTORS' AND OFFICERS' LIABILITY INSURANCE POLICY.

Developer hereby retains its rights to assign all or part of the duties, powers and responsibilities of the Committee to the Association and its Board of Directors, and the term "Committee" herein will include the Association, as such assignee. Upon the expiration of the Development Period, all of the duties, powers and responsibilities of the Committee will automatically be assigned to the Board of Directors without the need of any action on the part of Developer. Notwithstanding any provision in this Declaration to the contrary, the Committee and its duly authorized representatives are hereby authorized to approve and permit

reasonable modifications of and deviations from any of the requirements of this Declaration relating to (a) the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on a Lot and the size of a building or improvement and (b) the location of any such building or improvement when, in the reasonable judgment of the Committee, or its duly authorized representative, such a modification or deviation will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Community as a whole.

In connection with its consideration of a request for approval of a modification or a variance, the Committee may require the submission to it of such documents and items as it deems appropriate, including, by way of example and not in limitation, a written request for and description of the construction modification or variance requested and plans, specifications, plot plans, surveys, and samples of materials. If the Committee approves such a request, the Committee may evidence such approval, and grant its permission, only by written instrument, addressed to the Owner of the Lot, describing (when applicable) the conditions under which the application has been approved (including, by way of examples and not in limitation, the type of alternate materials permitted and alternate fence height approved or specifying the location, plans and specifications applicable to an approved outbuilding), and signed by a majority of the then members of the Committee (or by the Committee's duly authorized representative). A request for a variance from the express provisions of this Declaration will be deemed to be disapproved in the event of the failure by the Committee to respond to the request for a variance. In no event will the Committee's failure to act on a request for a variance constitute deemed approval of the request for a variance. In the event the Committee or any successor to the authority thereof is not then functioning and the Association has not succeeded to the authority thereof as herein provided, no variance from the provisions of this Declaration will be permitted, Developer's express intention being that no variances are available except at the discretion of the Committee, or if it has succeeded to the authority of the Committee in the manner provided herein, the Association. The Committee has no authority to approve a variance except as expressly provided in this Declaration. The Committee or Association may charge a reasonable fee for review of all Architectural Control Applications ("**Applications**"); the fee may vary depending upon the scope of the proposed project and, therefore, the complexity of the review.

**SECTION 2.2 MINIMUM CONSTRUCTION STANDARDS**. The Committee may from time to time promulgate an outline of minimum acceptable construction standards;

provided, however, that such outline will serve as a minimum guideline and the Committee is not bound thereby.

**SECTION 2.3 NO LIABILITY**. NEITHER THE COMMITTEE NOR THE ASSOCIATION OR THE RESPECTIVE AGENTS, EMPLOYEES AND REPRESENTATIVES ARE LIABLE TO ANY OWNER OR ANY OTHER PARTY FOR ANY LOSS, CLAIM OR DEMAND ASSERTED AS A RESULT OF THE ADMINISTRATION OF THIS DECLARATION OR THE PERFORMANCE OF DUTIES HEREUNDER, OR ANY FAILURE OR DEFECT IN SUCH ADMINISTRATION AND PERFORMANCE. THIS DECLARATION MAY BE ALTERED OR AMENDED ONLY AS PROVIDED HEREIN, AND NO PERSON IS AUTHORIZED TO GRANT EXCEPTIONS OR MAKE REPRESENTATIONS CONTRARY TO THE INTENT OF THIS DECLARATION. NO APPROVAL OF PLANS AND SPECIFICATIONS AND NO PUBLICATION OF MINIMUM CONSTRUCTION STANDARDS WILL EVER BE CONSTRUED AS A REPRESENTATION THAT SUCH PLANS, SPECIFICATIONS OR STANDARDS WILL, IF FOLLOWED, RESULT IN A PROPERLY DESIGNED IMPROVEMENT. SUCH APPROVALS AND STANDARDS WILL IN NO EVENT BE CONSTRUED AS A REPRESENTION OR GUARANTEE THAT ANY RESIDENCE WILL BE CONSTRUCTED IN A GOOD, WORKMANLIKE MANNER. THE APPROVAL OR LACK OF DISAPPROVAL BY THE COMMITTEE WILL NOT BE DEEMED TO CONSTITUTE ANY WARRANTY OR REPRESENTATION BY SUCH COMMITTEE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION RELATING TO FITNESS, DESIGN OR ADEQUACY OF THE PROPOSED CONSTRUCTION OR COMPLIANCE WITH APPLICABLE STATUTES, CODES AND REGULATIONS. THE ACCEPTANCE OF A DEED TO A LOT BY THE OWNER IN THE COMMUNITY WILL BE DEEMED A COVENANT AND AGREEMENT ON THE PART OF THE OWNER, AND THE OWNER'S HEIRS, SUCCESSORS AND ASSIGNS, THAT THE COMMITTEE AND THE ASSOCIATION, AS WELL AS THEIR AGENTS, EMPLOYEES AND REPRESENTATIVES, HAVE NO LIABILITY UNDER THIS DECLARATION EXCEPT FOR WILLFUL MISCONDUCT.

**SECTION 2.4 SINGLE FAMILY RESIDENTIAL CONSTRUCTION**. No building may be erected, altered or permitted to remain on a Lot other than one detached single-family residential dwelling not to exceed two and one-half (2½) stories in height, a private garage for not more than three (3) vehicles, and quarters for bona fide domestic workers, which garage and quarters, if any, may not exceed the height of the residential dwelling on the Lot. Quarters

may be occupied only by a member of the family occupying the residential dwelling on the Lot or by domestic workers employed by the family occupying the residential dwelling on the Lot.

**SECTION 2.5 MINIMUM AND MAXIMUM SQUARE FOOTAGES**. Minimum and maximum living areas in residential dwellings on Lots are set forth in the Design Guidelines. Minimum and maximum living areas vary depending upon the width of the Lot on which a residential dwelling is located and whether the residential dwelling is a one (1) story or two (2) story residential dwelling. Minimum and maximum living areas do not include porches, patios, decks and garages. The Committee, in its sole discretion, is authorized to approve variances from minimum and maximum living areas in instances when, in the Committee's sole and absolute judgment, a variance will result in a more common beneficial use. As provided in Section 2.1, a variance must be in writing.

**SECTION 2.6 EXTERIOR MATERIALS**. On all Lots in a Gated Section, the exterior materials used on the residential dwelling, a detached garage and quarters, if any, must be not less than sixty percent (60%) brick, rock, cultured stone or real stucco (wire mesh, cement, lime based) (excluding eaves and facia), with the remainder being either brick, rock, cultured stone, or masonry lap siding cement type products (such as Hardiplank or equal hereinafter referred to as "Hardiplank"), or lap siding treated engineered siding products (such as Smartside Smartsystem by LP or equal hereinafter referred to as "Smartside"), unless otherwise approved in writing by the Committee. On all Lots in a Non-Gated Section, the residential dwelling, an attached garage and quarters, if any, must be not less than fifty percent (50%) brick, rock, cultured stone or real stucco (wire mesh, cement, lime based) on the ground floor only, with the remainder being either brick, rock, cultured stone or real stucco (wire mesh, cement, lime based), Hardiplank, or Smartside, unless otherwise approved in writing by the Committee. Provided, however, (i) the residential dwelling on a Lake Lot in a Gated Section and in a Non-Gated Section must have one hundred percent (100%) brick, rock, cultured stone, or real stucco (excluding Hardiplank and Smartside) on the front, rear and side elevations on the ground floor only (excluding eaves and facia) and the entire residential dwelling must have at least sixty percent (60%) brick, rock, cultured stone, or real stucco (excluding Hardiplank and Smartside), and (ii) the residential dwelling on a Lot at the entrance to the Section that backs up or sides to a Primary Entrance Access Road in the Section or sides to an entry monument must have one hundred percent (100%) brick, rock, cultured stone, or real stucco (excluding Hardiplank and Smartside) on the front, rear and side elevations (excluding eaves and facia)

whether or not the residential dwelling is one (1) story or two (2) stories, all subject to the prior written approval of the Committee as set forth in Article II, Section 2.1.

**SECTION 2.7 NEW CONSTRUCTION ONLY**. No building of any kind, with the exception of a lawn storage building or a children's playhouse (which require the Committee's written approval as provided in Article III, Section 3.3) may be moved onto a Lot, it being Developer's express intention that only new construction is permitted on Lots, except to the extent allowed by the Committee in writing.

**SECTION 2.8 ROOFS AND ROOFING MATERIALS**. The roof of each building on a Lot must be constructed or covered with asphalt architectural dimensional composition shingles or fiberglass composition shingles with a minimum manufacturer guarantee of twenty-five (25) years; the color of the shingles must be weathered wood. The roof of each of the buildings on a Lot must have a roof pitch of not less than five inches (5") per each lateral twelve inches (12") of roof; the roof on attached porch may have a lesser pitch if approved in writing by the Committee.

**SECTION 2.9 LOCATION OF THE IMPROVEMENTS**. No building, structure, or other improvement may be located on a Lot nearer to the front Lot line or nearer to the street sideline than the minimum building setback line shown on the applicable Plat. Unless otherwise indicated on the Plat, no building, structure, or other improvement may be located on a Lot nearer than ten feet (10') to any side street line. No building, structure or other improvement may be located nearer than five feet (5') to any interior Lot line with the exception of a detached garage which may be located no nearer than three foot (3') from the side Lot line. With the exception of a fence, no Lake Lot may have any above-ground improvements within twenty feet (20') of the rear Lot line adjacent to the Lake or a Reserve adjacent to a Lake. For the purposes of this Declaration, steps and unroofed terraces are not considered to be a part of a building; provided, however, that this provision is not to be construed to permit a step or terrace or any other portion of an improvement to encroach onto another Lot or any Common Area.

**SECTION 2.10 CONSOLIDATION OF LOTS**. The Owner of one or more adjoining Lots may consolidate the Lots into a single building site, with the privilege of placing or constructing improvements on the consolidated site, in which event setback lines will be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed consolidated building site must be approved in writing by the Committee. No Lot may be subdivided or its boundary lines changed except with the prior

written approval of the Association and then only if the Lot is replatted if replatting is required by a governmental entity having jurisdiction. Developer, however, hereby expressly reserves the right to replat any Lot owned by Developer. Any such division, boundary line change, or replatting may not violate applicable zoning regulations.

**SECTION 2.11 UTILITY EASEMENTS**. EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES ARE RESERVED AS SHOWN AND PROVIDED FOR ON THE RECORDED PLATS, AND NO STRUCTURE OF ANY KIND MAY BE ERECTED ON ANY OF SAID EASEMENTS. UTILITY EASEMENTS ARE FOR THE DISTRIBUTION OF ELECTRICAL, TELEPHONE, GAS, WATER, CABLE TELEVISION AND FIBER OPTIC SERVICE. IN SOME INSTANCES, SANITARY SEWER LINES ARE ALSO PLACED WITHIN A UTILITY EASEMENT. UTILITY EASEMENTS ARE TYPICALLY LOCATED ALONG THE REAR LOT LINE, ALTHOUGH SELECTED LOTS MAY HAVE A SIDE LOT LINE UTILITY EASEMENT FOR THE PURPOSE OF COMPLETING CIRCUITS OR DISTRIBUTION SYSTEMS. BOTH THE APPLICABLE RECORDED PLAT AND THE INDIVIDUAL LOT SURVEY SHOULD BE REVIEWED TO DETERMINE THE SIZE AND LOCATION OF UTILITY EASEMENTS ON THE LOT. GENERALLY, INTERIOR LOTS HAVE A UTILITY EASEMENT ALONG THE REAR LINE. PERIMETER LOTS OR LOTS THAT BACK UP TO DRAINAGE FACILITIES, PIPELINE EASEMENTS, PROPERTY BOUNDARIES, AND NON-RESIDENTIAL TRACTS TYPICALLY HAVE A UTILITY EASEMENT. ENCROACHMENT OF STRUCTURES UPON A UTILITY EASEMENT IS PROHIBITED. NEITHER DEVELOPER NOR ANY UTILITY COMPANY USING THE EASEMENTS IS LIABLE FOR ANY DAMAGE DONE BY EITHER OF THEM OR THEIR ASSIGNS, AGENTS, EMPLOYEES OR SERVANTS TO SHRUBBERY, TREES, FLOWERS OR IMPROVEMENTS OF THE OWNER LOCATED ON THE LOT WITHIN OR AFFECTED BY SAID EASEMENTS.

**SECTION 2.12 RESERVATION OF EASEMENTS**. Developer expressly reserves for the benefit of all of the Community reciprocal easements for access, ingress and egress for all Owners to and from their respective Lots; for installation and repair of utility services; for encroachments of improvements constructed by Developer and Builders or authorized by the Committee over the Community; and for drainage of water over, across and upon adjacent Lots and Common Area resulting from the normal use of adjoining Lots or Common Area and for necessary maintenance and repair of any improvements. Such easements may be used by Developer, its successors, the Association, and all Owners, their guests, tenants and invitees for

pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot, Common Area or the Community.

**SECTION 2.13 GARAGES**. No garage on a Lot is permitted to be changed, altered or otherwise converted for any purpose inconsistent with the housing of a minimum of two (2) vehicles at all times. Each Owner, the Owner's family members, tenants and contract purchasers must, to the greatest extent practicable, utilize the garages on the Owner's Lot for the housing of vehicles owned or used by them. The garage portion of a model home may be used by a Builder for sales purposes, storage purposes, and other related purposes; however, upon (or before) the sale of a model home by a Builder to the first purchaser thereof, the garage portion of the model home must be converted to a fully enclosed garage with operable garage doors.

**SECTION 2.14 LANDSCAPE AREAS**. The Association has the right to conduct landscaping activities upon and within the Landscape Areas. Each Lot Owner must maintain the easement area between the Owner's Lot and each adjacent street. The Association has the right, but not the obligation, to install, operate, maintain, repair and/or replace public and private street lighting, hike and bike trails, jogging paths, walkways and other similar improvements, provided such lighting, trails, paths, walkways and other improvements must be constructed within the rights-of-way or thoroughfares or in the Common Area.

**SECTION 2.15 SIDEWALKS**. Before the residential dwelling on a Lot is completed and occupied, the Builder must construct a concrete sidewalk four feet (4') in width generally parallel to the curb of the street adjacent to the Lot. In the case of a corner Lot, the Builder must also construct a concrete sidewalk four feet (4') in width parallel to the curb of the side street. If the Builder fails to construct a sidewalk required by this section, the Owner who acquired the Lot from the Builder is responsible for completing the construction of the required sidewalk within thirty (30) days of the date the residential dwelling on the Lot is occupied. Each sidewalk must be constructed in accordance with all applicable federal, state and county laws, ordinances, or regulations and specifications. Once constructed, the Owner of the Lot is responsible for maintaining and repairing each sidewalk located on or adjacent to the Owner's Lot, regardless of whether the sidewalk is on the Owner's Lot or within the public or private street right-of-way adjacent to the Owner's Lot. Such maintenance and repair obligation includes, but is not limited to, repairing or replacing broken and/or uneven sections of the sidewalk, repairing cracks, chips or holes in the sidewalk, and otherwise maintaining the sidewalk so that it at all times complies with all applicable federal, state and county laws, ordinances, or regulations and specifications. The Committee has the authority to determine

whether the condition of a sidewalk located on or adjacent to a Lot is being properly maintained in accordance with this section and its reasonable, good faith determination is binding on all parties. Provided that, the repair or replacement of a sidewalk requires the prior written approval of the Committee as provided in Article II, Section 2.1 of this Declaration. A sidewalk located on Common Area must be maintained by the Association.

**SECTION 2.16 STREET TREES**. In all Sections, unless otherwise prohibited by applicable city or Brazoria County ordinances or laws, street trees must be planted and maintained in the green space located between the back of the street curb and the sidewalk on each Lot ("**Street Trees**"). Street Trees must be Live Oak variety and must be planted with a minimum two inch (2") caliper, measured twelve inches (12") above grade. One (1) Street Tree must be planted on each Lot having street frontage of sixty-five feet (65') or less and two (2) Street Trees must be planted on Lots having frontage more than sixty-five feet (65'). Additionally, one (1) Street Tree must be planted on the side street portion of each corner Lot. Street Trees must be situated so as not to obstruct vision at street corners and intersections; specifically, no Street Trees may be planted within seventy-five feet (75') on the side of the street where a stop sign is located. The Street Trees requirement is in addition to, not in lieu of, the front yard tree requirement set forth in Section 2.19 hereof. Street Trees must be planted by the Builder before the Lot is conveyed to an Owner and thereafter must be maintained by the Owner of the Lot.

**SECTION 2.17 PLAN SPACING, ELEVATION AND REPETITION**. Plan spacing, exterior elevations and repetition requirements are set forth in the Design Guidelines. All floor plans and exterior elevations require the prior written approval of the Committee to assure diversity in the Community. The Committee has the authority to disapprove a plan or elevation which it considers to be too similar to another plan or elevation for the purpose of repetition.

**SECTION 2.18 LOT COVERAGE**. Total Lot coverage of buildings, walks and other structures may not exceed sixty percent (60%) of the total Lot area. Pools, spas, decks and driveways are not considered structures for the purpose of calculating the Lot coverage.

**SECTION 2.19 LANDSCAPING**. The Builder is responsible for landscaping the front yard of the Lot on which the Builder constructs a residential dwelling, including the portion of the street right-of-way between the Lot line and the street curb, and the rear yard of a Lot that is adjacent to a Lake. Installation of all landscaping must occur immediately upon occupancy of the residential dwelling or within thirty (30) days after the completion of

construction, whichever is the first to occur. Installation of landscaping, including materials and workmanship, must be in conformance with acceptable industry standards. Landscaping on Lots must also adhere to the following restrictions, as applicable.

*a). Front Yards - All Lots*

Minimum planting bed specifications include:

1. minimum planting bed width of five feet (5') from the house foundation (curvilinear planting beds are encouraged);
2. shrubs are to be planted in an attractive, organized design; and
3. the number of plants utilized must be appropriate for the size of the planting bed (a maximum of seven [7] different species of planting may be utilized within a front yard).

Planting bed edging is not required, but is encouraged for maintenance purposes and to define the shape of planting beds. Loose brick, plastic, concrete scallop, corrugated aluminum, wire picket, vertical timbers, and railroad ties are not in character with the desired landscape effect and are prohibited. Acceptable edging includes ryerson steel, brick set in mortar, horizontal timber (2 inches by 4 inches, 2 inches by 6 inches, 4 inches by 4 inches, and 4 inches by 6 inches), stone laid horizontally, and continuous concrete bands.

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

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

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

The front lawn, including visible side yards, of each Lot with a completed residential dwelling must be completely sodded with St. Augustine grass or a hybrid thereof. Seeding or sprigging is prohibited.

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

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

In addition to the street trees and standard front yard landscaping requirements, the Lot types listed below require the following minimum landscape material and trees. (Street frontage will be measured on the Lot line adjacent to the street on which the residential dwelling faces.)

*b).* *Lots 49' Wide and Under*

A minimum of one (1) tree must be planted in the front yards the tree must have a minimum six inch (6") caliper, measured twelve inches (12") above grade. Minimum tree height is fifteen feet (15').

Trees must be planted in an informal manner. The tree planting plan may not be repeated on adjacent Lots.

Shrubs must include a minimum of seven (7) large species (minimum five [5] gallon), ten (10) small species (minimum one [1] gallon), and two (2) ten (10) gallon specimens.

*c).* *Lots 64' Wide and Under to Lots 50' Wide*

A minimum of two (2) trees must be planted in the front yard. One tree must have a minimum six-inch (6") caliper, measured twelve inches (12") above grade and the other tree must have a minimum four inch (4") caliper, measured twelve inches (12") above grade. Minimum tree height for the six-inch caliper tree is fifteen feet (15'). Minimum tree height for the four-inch (4") caliper tree is ten feet (10').

Trees must be planted in an informal manner. The tree planting plan may not be repeated on adjacent Lots.

Shrubs must include a minimum of ten (10) large species (minimum five [5] gallon), fifteen (15) small species (minimum one [1] gallon), and two (2) fifteen (15) gallon specimens.

*d).* *Lots Over 65' Wide and Over*

A minimum of three (3) trees must be planted in the front yard. One (1) of the three (3) trees must be a pine. One (1) tree must be a minimum six-inch (6") caliper, measured twelve inches (12") above grade, and the remaining two (2) trees must be four inches (4") in caliper, measured twelve inches (12") above grade. Minimum tree height for the six-inch caliper tree is fifteen feet (15'); minimum tree height for the four-inch caliper trees is ten feet (10').

Trees must be planted in an informal manner. The tree planting plan may not be repeated on adjacent Lots.

Front yard planting must consist of a minimum of twenty (20) large species (five [5] gallon), twenty-five (25) smaller (one [1] gallon), and two (2) fifteen (15) gallon specimens.

*e).* *Corner Lots*

In addition to the Street Trees required in Section 2.16, supplemental landscaping specifications for all corner Lots include the following:

Two (2) trees selected from the front yard trees are to be planted along the side street portion of corner Lots.

The trees must be a minimum of six inches (6") in caliper, measured twelve inches (12") above grade.

A minimum of one (1) pine is required.

The trees are to be planted informally and may not be aligned in a straight row.

*f).* *Lake Lots*

Supplemental landscaping specifications for all Lake Lots include the following:

The rear yard of each Lake Lot must be completely sodded with St. Augustine grass (or a hybrid thereof);

The rear yard of each Lake Lot must be planted with a sufficient amount of shrubs so as to completely screen all foundations; and

Two (2) trees, with a minimum tree height of ten feet (10') and a minimum caliper of four inches (4"), measured twelve inches (12") above grade, must be planted in the rear yard of each Lake Lot.

*g).* *Master Plant List*

A Master Plant List to be used by Builders and Owners is set forth in the Design Guidelines.

**SECTION 2.20** **LANDSCAPE PLAN**. A plot plan showing all fence locations, all required trees and shrubs with size, location, and species noted must be submitted to the Committee for approval prior to installation by all Owners (other than Builders).

**SECTION 2.21** **UNDERGROUND ELECTRIC SERVICE**. An underground electric distribution system will be installed in the Community ("**Underground Residential Subdivision**"), which underground service area will embrace all Lots in the Community. The Owner of each Lot in the Underground Residential Subdivision must, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances

from the point of the electric company's metering on Owner's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes. Such point of attachment will be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service will make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each such Lot must, at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residential dwelling constructed on the Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein must be underground, uniform in character and exclusively of the type known as single phase, 110/220 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Residential Subdivision is being developed for single-family dwellings of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling expressly excludes, without limitations, mobile homes and duplexes). Therefore, if the plans of Lot Owners in the Underground Residential Subdivision are changed so that dwellings of a different type will be permitted in the Community, the electric company is not obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Developer has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such dwelling, or (b) the Owner of such Lot, or the applicant for service, pays to the electric company the additional service (it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot), plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

**SECTION 2.22 STRUCTURED IN-HOUSE WIRING**. Each residential dwelling constructed on a Lot in the Community must include among its components structured in-house wiring and cabling to support multiple telephone lines, internet/modem connections,

satellite and cable TV service and in-house local area networks. In each residential dwelling, a central location or Main Distribution Facility ("**MDF**") must be identified to which ALL wiring must be run. The MDF is the location where all low voltage structured wiring is terminated and interconnected.

The MDF will be the central location for all wiring of all types including security, data, video, and telephone wiring. The wiring room must be a clean interior space, preferably temperature controlled and secure. The components must be installed only in a dry location as described in the National Electric Code.

The following are acceptable locations:

a. a dedicated wiring closet (ideal installation);

b. a utility room that is considered dry as described in the National Electric Code; or

c. a master bedroom closet.

The components MAY NOT be installed in a garage, crawl space, exterior enclosure, or fire rated wall, as these are not approved installation locations. The volume and ventilation characteristics of the MDF must allow for 70W heat dissipation without exceeding the ambient temperature and humidity requirements. The specific requirements, specifications, and locations for structured wiring, number of drops and each MDF are subject to Committee approval in each case. The Committee may promulgate rules and specifications for the MDFs.

**SECTION 2.23 HOME ALARM SYSTEMS**. Each residential dwelling constructed on a Lot in the Community must include among its components a home alarm system located next to or within the MDF. The home alarm system must be wired so as to protect all accessible doors and windows. It must also have the ability to be monitored by a licensed monitoring company. The specific requirements for the home alarm system are subject to Committee approval in each case. The Committee may promulgate rules and specifications for the home alarm system.

**SECTION 2.24 BULK SERVICES**. IN THE SOLE DISCRETION OF DEVELOPER DURING THE DEVELOPMENT PERIOD AND, THEREAFTER, THE BOARD, THE ASSOCIATION HAS THE EXCLUSIVE RIGHT AND OPTION TO PROVIDE AND BILL EACH LOT OWNER (EXCLUDING BUILDERS FOR SERVICES RENDERED UNDER SUBSECTIONS A THROUGH I, INCLUSIVE, BELOW) FOR THE FOLLOWING BULK SERVICES ("**BULK**

**SERVICES**") (INCLUDING THE INITIAL INSTALLATION THEREOF IN THE COMMUNITY) EITHER INDIVIDUALLY OR IN BUNDLED PACKAGES:

A. TELEPHONE SERVICES (LOCAL AND LONG DISTANCE)

B. CLOSED CIRCUIT TELEVISION

C. CABLE TELEVISION

D. SATELLITE TELEVISION

E. INTERNET CONNECTION

F. COMMUNITY INTERNET

G. FIRE AND/OR BURGLAR HOME ALARM MONITORING

H. ON DEMAND VIDEO

I. VOICE MAIL

J. ELECTRICAL POWER

K. NATURAL GAS

L. NON-POTABLE WATER FOR IRRIGATION

THE BULK SERVICES WILL BE BILLED TO THE OWNER IN ANY COMBINATION OF THE FOLLOWING METHODS AT THE OPTION OF THE BOARD: (1) BY THE BULK SERVICES PROVIDER; (2) AS A PART OF THE ANNUAL ASSESSMENTS IN ACCORDANCE WITH ARTICLE V OF THIS DECLARATION; OR (3) AS A SEPARATE ASSESSMENT, IN WHICH EVENT, THE SEPARATE ASSESSMENT WILL BE SECURED BY THE LIEN RETAINED IN SECTION 5.3 HEREOF AND BILLED IN ACCORDANCE WITH SECTION 5.16 HEREOF. THESE ASSESSMENTS MAY BE BILLED PER LOT METERED, OR PER SERVICE, OR ANY COMBINATION THEREOF (WHICH RATE MAY FLUCTUATE BASED UPON THE BULK SERVICES BEING PROVIDED AND THE SIZE OF THE LOT), ALL AS DETERMINED IN THE SOLE DISCRETION OF DEVELOPER OR THE BOARD AS SET FORTH ABOVE. IN ITS SOLE DISCRETION, THE BOARD MAY CHANGE THE PROVIDER OF THE BULK SERVICES AT ANY TIME.

**SECTION 2.25 GRADING AND DRAINAGE**. Each Lot must be graded so that storm water will drain to the abutting street(s) and not across adjacent Lots. Minimum grade must meet FHA requirements. Exceptions will be made in those instances where existing topography dictates an alternate Lot grading plan. The Committee must approve all exceptions in writing.

**SECTION 2.26 DRIVEWAYS**. The Builder is required to construct a driveway on a Lot which the Builder constructs a residential dwelling to connect the garage to the adjacent street. If the Builder fails to construct a driveway as required by this section, the Owner of the Lot is responsible for the construction of the required driveway. The location of a driveway on a Lot must be approved in writing by the Committee. To the extent possible, driveways are to be de-emphasized, highlighting instead the landscape and pedestrian environment.

Concrete driveways are required to be a minimum four inches (4") thick over a sand base. A number six (#6), six-inch (6") by six-inch (6") woven wire mesh or equivalent must be installed within the "drive-in" portion of the driveway between the curb and sidewalk. County or city specifications regarding driveway cuts and curb returns at driveway openings must be adhered to for all Lots.

Driveways may be paved with concrete or unit masonry, although materials must be consistent with the architectural character of the Community. The use of stamped or colored concrete, interlocking pavers, brick pavers and brick borders are encouraged, but must be approved in writing by the Committee. Asphalt paving is prohibited. A circular driveway on a Lot is discouraged and will be allowed by the Committee only if the width of the Lot is sufficient to accommodate a circular driveway while leaving a significant amount of green space. Under no circumstances may an entire front yard be paved as a driveway or a motor court.

The driveway on a Lot may not be located nearer to the side property line of the Lot than two feet (2'). Unless otherwise approved in writing by the Committee, driveways on Lots serving residential dwellings with attached side or rear loaded garages and/or detached garages must be a minimum of ten feet (10') in width at the street and then taper to a width not less than the total width of the garage as measured at the doors. "Swing" type driveways on Lots with side loading garages approved in writing by the Committee must be a minimum of twelve feet (12') in width at the street and then taper outward to a width not less than the total width of the garage as measured at the doors. A driveway serving an attached two car garage facing the street must be sixteen feet (16') in width. Driveway slopes should be uniform with smooth transitions between areas of varying pitch.

**SECTION 2.27 OUTDOOR LIGHTING**. All outdoor lighting must conform to the following standards and be approved in writing by the Committee:

a. flood lighting fixtures may be attached to the residential dwelling or an architectural extension;

b. floodlighting may not illuminate areas beyond the boundaries of the Lot on which the floodlighting is located;

c. ornamental or accent lighting is allowed but should be used in moderation and compliment the associated architectural elements;

d. moonlighting, uplighting, or tiplighting of trees is allowed, but the light source must be hidden;

e. colored lenses on low voltage lights, colored light bulbs, fluorescent and neon lights are prohibited;

f. mercury vapor security lights, when the fixture is visible from public view or from other Lots, are prohibited; and

g. mercury vapor lights, when used for special landscape lighting affect (such as hung in trees as tip, up or down lights) are permissible.

**SECTION 2.28** **SCREENING**. Mechanical and electrical devices (including air conditioning and pool pumps), garbage containers and other similar objects on a Lot must be screened from view from a street, a Reserve, or Common Area by either a fence, a wall, evergreen landscaping, or a combination thereof.

**SECTION 2.29** **WALLS, FENCES AND HEDGES**. No wall, fence or hedge may be erected or maintained nearer to the front Lot line than ten feet (10') behind the front corner of the residential dwelling on the Lot that is closest to the wall, fence or hedge, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge may exceed six feet (6') in height from grade, except an Association Wall, which may be eight feet (8') in height. All fences must be constructed of wood, concrete, ornamental wrought iron, or masonry. No chain link fence of any kind is permitted on a Lot. A wall, fence or hedge (but not an Association Wall) will pass ownership with title to the Lot, and it is the Owner's responsibility to maintain each wall, fence or hedge thereafter.

All fences and walls adjacent to a divided street must be entirely of Association designated masonry/brick construction. The brick or masonry color, manufacturer, and type, column design, and fence specifications will be promulgated by rules adopted by the Committee. An Association Wall may be located on the Lot line or boundary of a Lot and the Common Area, easement, or

private or public street. All fences require the prior written approval of the Committee as to location, design, and material, color, and paint and stain requirements.

**SECTION 2.30 LOT PRIVACY FENCES**. Wood fences six feet (6') in height must be constructed on the common side property line between adjacent Lots and on the rear Lot line of each Lot, except where an Association Wall has been constructed or where alternative materials have been herein specified (as specified in Sections 2.29 and 2.31 hereof). Wood fences must be constructed "good neighbor style" (alternating panels) using six inch (6") notched cedar pickets with a minimum of two (2) rails of two inch (2") by four inch (4") treated wood and four inch (4") by four inch (4") treated wood posts at a maximum spacing of eight feet (8') on center. All wood fences must be constructed using galvanized nails, four (4) per picket minimum. Wood fences that face a street must have all pickets facing the street. The Committee may specify that wood fences facing a street with a right-of-way of sixty feet (60') or more, a Reserve or Common Area be stained a particular color. The initial application of stain will be the responsibility of the Builder of the residential dwelling on the Lot and thereafter the stain on these fences (but not the fence itself) will be the responsibility of the Association to maintain at the discretion of the Board. All wood fences are subject to the Committee's written approval prior to construction.

**SECTION 2.31 FENCES ON LAKE LOTS**. Fences are to be constructed and maintained on all Lake Lots. The fences must enclose the rear yard and/or side yard of the Lot and be constructed on the property line as otherwise herein required. Each fence must be ornamental iron with a height of four feet two inches (4'2") along the rear property line adjacent to the Lake and extending along the adjacent side property lines, thirty feet (30') from the rear property line graduated up to a maximum of six feet (6') in height. All fences must have the prior written approval of the Committee as to location, design, and material, color, and paint requirements.

**SECTION 2.32 FENCE MAINTENANCE**. All fences (except Association Walls and the staining of the fences specified in Section 2.30 hereof) must be maintained in good condition at all times by the Owner of the Lot. The Association must maintain Association Walls and the staining of fences as provided in Section 2.30 hereof. The Association is granted an easement over and across each Lot upon which an Association Wall is constructed and upon which a fence is located that must be stained in accordance with Section 2.30 hereof for the purpose of maintenance or replacement, including, in the case of Association Walls, the removal of any improvements,

plants, trees or shrubs on a Lot that may pose a threat to the structural integrity of the Association Wall.

**SECTION 2.33 OTHER REQUIREMENTS**. A Supplemental Declaration may include different provisions or additional requirements (by way of illustration, different building sizes, a greater percentage of brick or masonry siding, or different types of building materials) than those set forth in this Declaration. In such cases, the Supplemental Declaration will apply to further restrict usage or enlarge building requirements but may not limit the Declaration or lessen the building size or standards, each of which will be considered minimum requirements as applicable to the Section in question.

**SECTION 2.34 CUL-DE-SAC LOTS**. A Lot at the end of a cul-de-sac will be configured so that the side property line of the Lot nearest to the end of the cul-de-sac will extend to the center of the cul-de-sac, thereby abutting the Lot on the other side of the cul-de-sac which will be configured in the same manner. On these Lots, the fence along the side property line nearest to the end of the cul-de-sac is required to extend along the entire side property line of the Lot and connect to the fence on the side property line of the Lot on the other side of the cul-de-sac. In addition, the sidewalk on such a Lot is required to continue along the arc of the cul-de-sac until it connects to the sidewalk on the other side of the cul-de-sac (with the result being a sidewalk around the entirety of the cul-de-sac).

## ARTICLE III
## USE RESTRICTIONS

**SECTION 3.1 SINGLE FAMILY RESIDENTIAL USE ONLY**. Each Lot is restricted to single family residential use only. No activity which is not related to single-family residential purposes, whether for profit or not, may be conducted on a Lot. No room in the residential dwelling and no space in any other improvement on a Lot may be leased or rented. This section does not preclude the residential dwelling from being leased in its entirety for a single-family residential purpose; provided that, no residential dwelling on a Lot may be leased for a term less than six (6) months. No Lot may be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years. This section does not apply to the Common Area, any unrestricted Reserves, or property designated for commercial development as shown on any Plat.

**SECTION 3.2 PROHIBITION OF OFFENSIVE ACTIVITIES**. No noxious or offensive activity of any sort is permitted on a Lot nor may anything be done on a Lot which may be, or may become, an annoyance or a nuisance to the neighborhood. As used herein, a "nuisance" is any condition or activity which is offensive and an annoyance to persons of ordinary sensibilities or which adversely affects the desirability of the Lot on which the condition or activity exists or any surrounding Lot. No loud noises or noxious odors are permitted within the Community; the Association has the authority to determine if any noise, odor or activity constitutes a nuisance and its reasonable, good faith determination will be binding on all parties. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Lot Owner in the Community, may be located, used or placed on any portion of the Community or exposed to the view of other Lot Owners without the prior written approval of the Association. No television, sound or amplification system or other such equipment may be operated at a level that may be heard outside of the building in which it is located. This section is not applicable to normal sales activities required to sell residential dwellings on Lots in the Community and the lighting effects utilized to display the model homes.

**SECTION 3.3 TEMPORARY STRUCTURES AND OUTBUILDINGS**. No structure of a temporary character, whether a trailer, tent, shack, storage building or other outbuilding, may be maintained or used on a Lot at any time for residential purposes; provided, however, that Builders may use sales trailers and construction trailers so long as the construction and sale of residential dwellings on Lots within the Community are ongoing, subject to Developer approval.

Provided that the written approval of the Committee is obtained prior to installation and placement on a Lot, one (1) lawn storage building limited (a) in maximum height to eight feet (8') from ground to highest point of structure and (b) to no more than one hundred (100) square feet each, may be placed on a Lot behind the residential dwelling. In no case may a lawn storage building be placed in a utility easement or within five feet (5') of a side Lot line or ten feet (10') of the rear Lot line. Additionally, no lawn storage building is permitted on a Lot unless the rear yard of the Lot is completely enclosed by fencing. No other type of outbuilding or temporary structure of any kind may be moved onto or erected on a Lot.

**SECTION 3.4 PERMITTED VEHICLES**. No motor vehicle may be parked or stored on a Lot, easement, street right-of-way or Common Area or in the street adjacent to a Lot, easement, right-of-way or Common Area unless:

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

(b) the Permitted Vehicle:

(i) is in operating condition;

(ii) has current license plates and inspection stickers; and

(iii) is in daily use outside the Community.

No Permitted Vehicle may be parked on a Lot in excess of forty-eight (48) consecutive hours, unless such Permitted Vehicle is concealed from public view inside a garage or other approved enclosure. (The phrase "approved enclosure" as used in this Section 3.4 means a fence, structure or other improvement approved in writing by the Committee. No such approved enclosure is permitted on a Lake Lot.) It is the intent of this restriction that vehicles not in daily use outside the Community must be parked in the garage or an approved enclosure on the Lot. No Permitted Vehicle owned or used by a resident of a Lot may be parked overnight on a street in the Community. No vehicle of any kind may be parked on an unpaved portion of a Lot.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind or any type of vehicle other than a Permitted Vehicle may be parked or stored on a Lot, driveway, easement, street right-of-way, or Common Area or in the street adjacent to a Lot, easement, street right-of-way, or Common Area unless concealed from public view inside a garage or other approved enclosure. No person may park, store or keep within the Community a commercial vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck, tractor or tractor trailer, boat trailer and any other vehicle equipment, mobile or otherwise deemed to be a nuisance by the Board of Directors of the Association), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board of Directors of the Association). Provided, however, a recreational vehicle may be temporarily parked on a Lot for the purposes of loading and unloading; as used in this section, "temporary parking" means not more than four (4) hours in any seven (7) day period.

No person may repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle on any street, driveway, Lot or portion of the Common Area, except for repairs to the personal vehicles of the occupants of a Lot conducted exclusively in the enclosed garage (and provided such personal vehicle repairs do not cause excessive noise or disturb the neighbors at unreasonable hours of the night, as determined by the Board of Directors of the Association). This restriction does not apply to any vehicle, machinery, or maintenance equipment temporarily parked on a Lot or on a street in the Community and in use for the construction, repair or maintenance of the residential dwelling on the Lot or in the immediate vicinity.

No vehicle may be parked on a street or driveway in a manner that obstructs ingress to or egress from a Lot by other Owners, their families, guests and invitees or the general public using the streets for ingress to and egress from the Community. The Association may designate areas as fire zones, or no parking zones, or guest parking only zones in private streets, if any. The Association has the authority to tow any vehicle parked or situated on a private street in violation of this Declaration or the Association rules, the cost to be at the vehicle owner's expense.

No motor bikes, motorcycles, motor scooters, "go-carts" or other similar vehicles may be operated on a street in the Community if, in the sole judgment of the Board of Directors of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, constitutes a nuisance or jeopardize the safety of any Owner, or the Owner's tenants, and their families. The Association may adopt rules for the regulation of the admission and parking of vehicles within the Community, the Common Area, and adjacent street right-of-ways, including the assessment of charges and fines to Owners who violate, or whose invitees violate, such rules after notice and hearing.

**SECTION 3.5 GARAGE SALES**. The Board has the authority to adopt rules and regulations governing garage sales and advertising for garage sales within the Community.

**SECTION 3.6 AIR CONDITIONERS**. No window or wall type air conditioner may be installed, placed, or maintained on or in any building on a Lot without the prior written consent of the Committee and then only if the window or wall type air conditioner is not visible from the street in front of the Lot or, in the case of a corner Lot, the side street adjacent to the Lot.

**SECTION 3.7 WINDOW AND DOOR COVERINGS**. No aluminum foil or similar reflective material may be used or placed over doors or on windows on a Lot. Any window coverings visible from the exterior of a residential dwelling must be customary

window coverings (e.g. curtains, shades and shutters) in shades of white or beige, unless otherwise approved in writing by the Committee.

**SECTION 3.8 UNSIGHTLY OBJECTS**. No unsightly objects which are reasonably considered to be an annoyance to persons of ordinary sensibility may be placed or allowed to remain in any yard or street or on a driveway. The Board has the authority to determine whether an item is an unsightly object and its reasonable, good faith determination will be binding on all parties.

**SECTION 3.9 POOLS AND PLAYGROUND EQUIPMENT**. An above ground pool on a Lot is prohibited. One (1) play structure, playhouse and play fort is permitted on a Lot with the prior written approval of the Committee, provided that the play structure, playhouse or play fort (i) does not exceed a height of eleven feet (11') excluding a canopy or twelve and one-half feet (12 ½') including a canopy, and (ii) the above-ground platform, if any, does not exceed a height of sixty-two inches (62"). Decks of pool ancillary structures are limited to a height of twenty-four inches (24") above grade. Additionally, a play structure, play house or play fort is permitted only if the rear yard of the Lot is completely enclosed by fencing. The intent of this section is to limit visibility of these items from adjacent Lots.

**SECTION 3.10 MINERAL OPERATION**. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind is permitted on or in a Lot or Common Area, nor are any wells, tanks, tunnels, mineral excavation, or shafts permitted on or in a Lot or Common Area. No derrick or other structures designed for the use in boring for oil or natural gas may be erected, maintained or permitted on a Lot or Common Area.

**SECTION 3.11 ANIMALS**. No animals, livestock, or poultry of any kind may be raised, bred or kept on a Lot, except that dogs, cats or other common household pets may be kept, in reasonable numbers, provided that they are not kept, bred or maintained for commercial purposes. Provided that, in no event is a pig of any kind, including a Vietnamese pot-belly pig, to be considered to be a common household pet. No Owner may allow a pet to become a nuisance by virtue of noise, odor, dangerous proclivities, or excessive pet debris. Common household pets must be confined to a fenced rear yard (which fence must enclose the entire rear yard) or within the residential dwelling. When outside the residential dwelling or fenced rear yard, a pet must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris and to keep pets from making unreasonable noise. Pet Owners may not permit their pets to defecate on other Owners' Lots, on the Common Area, Lake, Landscape Areas, Recreational Areas or on the streets, curbs, or sidewalks.

**SECTION 3.12 VISUAL OBSTRUCTION AT THE INTERSECTION OF STREETS**. No object or thing which obstructs site lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by the intersecting street Lot lines and a line connecting them at points twenty-five feet (25') from the intersection of the street property lines or extension thereof may be placed, planted or permitted to remain on a corner Lot.

**SECTION 3.13 LOT MAINTENANCE**. The Owner or occupant of each Lot must at all times keep all weeds and grass thereof cut in a sanitary, healthful, and attractive manner, including edging curbs adjacent to property lines. In no event may a Lot be used for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon. All fences (excluding fences that are maintained by the Association) buildings and other improvements (including, but not limited to, the residential dwelling and garage) on a Lot must be maintained in good repair and condition by the Owner, and the Owner is required to promptly repair or replace any improvement on the Owner's Lot in the event of partial or total destruction or ordinary deterioration, wear and tear. Each Owner must maintain in good condition and repair all improvements on the Lot including, but not limited to, all windows, doors, garage doors, roofs, siding, brickwork, stucco, masonry, concrete, driveways, walks, fences, trim, plumbing, gas and electrical. By way of example, but not of limitation, wood rot, damaged brick, fading, peeling or aged paint or stain, mildew, broken doors or windows, rotting or failing fences are considered violations of this Declaration, which conditions the Owner of a Lot must repair or replace upon Association demand. Each Owner upon whose Lot is constructed an Association Wall must ensure that improvements, plants, shrubs or trees on the Owner's Lots do not impair the integrity of the Association Wall; if an Owner fail to comply with any of these requirements, the Owner of the Lot in question will be responsible for the Association's expense of removing the offending improvements, plants, shrubs or trees and repairing or replacing the Association Wall resulting from the Owner's failure to comply.

All walks, driveways, and other paved areas must be kept clean and free of debris, oil or other unsightly matter. The Association has the authority to determine whether any part of a Lot is in need of maintenance or repair. No Lot may be used or maintained as a dumping ground for trash, nor is the accumulation of garbage, trash or rubbish on a Lot permitted. Trash, garbage or other waste materials must be kept in metal or plastic sanitary containers with covers or lids. No waste materials may be dumped or drained into a Landscape Area or

Common Area. Containers for the storage of trash, garbage and other waste materials must be stored out of public view except for trash collection when they may be placed at the curb not earlier than 7:00 p.m. of the night prior to the day of scheduled collection and must be removed by 7:00 p.m. on the day of collection. Burning of trash, garbage, leaves, grass or any other item on a Lot or in a street is not permitted. Equipment for storage or disposal of waste materials must be kept in a clean and sanitary condition and stored out of public view. New building materials used in the construction of improvements on a Lot may be placed on the Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which time the materials must either be removed from the Lot or stored in an approved enclosure on the Lot.

In the event of default by an Owner of a Lot in observing the above requirements or any of them, such default continuing after Association has served ten (10) days' written notice thereof, being placed in the U.S. mail without the requirement of certification, then the Association, by and through its duly authorized agent only, without liability to the Owner or occupant of the Lot in trespass or otherwise, may enter upon the Lot and cut the grass, edge and weed the lawn, cause garbage, trash and rubbish to be removed or do any other thing necessary to secure compliance with this Declaration and to place the Lot and the improvements thereon in a neat, attractive, healthful and sanitary condition. The Association may charge the Owner of the Lot for the cost of such work. The Owner of the Lot agrees by the purchase of the Lot to pay for such work immediately upon receipt of a statement thereof. In the event of failure by the Owner of the Lot to pay such statement within fifteen (15) days from the date mailed, the amount thereof may be added to the annual Assessment provided for herein and the collection of such additional Assessment will be governed by Article V of this Declaration.

**SECTION 3.14 SIGNS**. No sign of any kind may be displayed in public view on a Lot, except not more than one (1) sign in each of the following categories, each of which may not be more than six (6) square feet in area used to: (a) advertise the Lot for sale or lease; (b) indicate traffic control or security services; (c) identify the Builder while construction is in progress on such Lot; or (d) local school spirit signs approved in writing by the Committee for designated periods of time. An Owner may place ground mounted signs on the Owner's Lot, which advertise a political candidate or ballot item for an election ("**Political Signs**"), provided the following criteria are met:

(i) No Political Sign may be placed on a Lot prior to the ninetieth (90th) day before the date of the election to which the sign relates, or remain on a

Lot subsequent to the tenth (10th) day after the election date.

(ii) No more than one (1) Political Sign is allowed per political candidate or ballot item.

(iii) No Political Sign may: contain roofing material, siding, paving, materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; include the painting of architectural surfaces; threaten the public health or safety; be larger than four feet (4') by six feet (6'); violate a law; contain language, graphics, or any display that would be offensive to the ordinary person; or be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.

The Association may remove and discard a sign displayed on a Lot in violation of this section of the Declaration without liability to the Owner or occupant of the Lot.

Notwithstanding the foregoing, Developer reserves for itself and each Declarant the right to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. Developer, a Declarant and the Association also has the right to erect identifying signs at each entrance to the Community. In no event may any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in this Section 3.14 be erected, permitted or maintained on a Lot without the prior written approval of the Committee.

**SECTION 3.15 NO BUSINESS OR COMMERCIAL USE**. No Lot or any improvement on a Lot may be used for any purpose other than single-family residential purposes. Except as provided in Section 3.1 of this Declaration, no Lot or improvement on a Lot may be used for any business, commercial trade or professional purpose or as a church either apart from or in connection with the use thereof as a residential dwelling, whether for profit or not. The foregoing restrictions will not, however, be construed in such manner as to prohibit an Owner from:

(a) maintaining a personal professional library;

(b) keeping personal business or professional records or accounts; or

(c) handling personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions,

provided such activity is not apparent by sight, sound or smell or such outside the Lot and does not involve pedestrian or vehicle traffic to the Lot by customers, suppliers or other business invitees.

**SECTION 3.16 HOLIDAY DECORATIONS**. Exterior Thanksgiving decorations may be displayed on a Lot no earlier than November 10 of each year and no later than December 1 of that year. Exterior holiday season (e.g. Christmas and Hanukkah) decorations may be displayed no earlier than the day after Thanksgiving each year and no later than January 6 of the succeeding year. Decorations for other holidays may be displayed no earlier than thirty (30) days prior to the holiday and no later than ten (10) days after the date of the holiday. No holiday decorations may be so excessive on a Lot as to cause a nuisance to surrounding residents. The Board has the sole and exclusive authority to determine whether holiday decorations on a Lot cause a nuisance to surrounding residents and its determination will be conclusive and binding on all parties.

**SECTION 3.17 VISUAL SCREENING ON LOTS**. The drying of clothes in public view is prohibited. All yard equipment, woodpiles or storage piles must be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets, Lakes, Reserves, and Common Area.

**SECTION 3.18 ANTENNAS, SATELLITE DISHES AND MASTS**. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind may be placed, allowed, or maintained on a Lot, which are visible from any street, Common Area or another Lot, unless it is not possible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal may be received. The Board of Directors of the Association may require painting or screening of the receiving device, if such painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes which are larger than one (1) meter in diameter; (ii) broadcast antenna masts which exceed the height of the center ridge of the roofline; or (iii) MMDS antenna masts which exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus may be placed or maintained on a Lot which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "**Act**"), as the Act may be amended from time to time, and FCC regulations promulgated pursuant to the Act; this section is to be interpreted to be as

restrictive as possible, while not violating the Act or applicable FCC regulations. The Board of Directors of the Association may promulgate architectural guidelines which further define, restrict or elaborate on the placement and screening of receiving devices and masts, provided such architectural guidelines are in compliance with the Act and applicable FCC regulations.

**SECTION 3.19 DRAINAGE AND SEPTIC SYSTEMS**. Catch basin drainage areas are for the purpose of natural flow of water only. No obstructions or debris may be placed in these areas. No person other than Developer or a Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer or a Declarant hereby reserves for itself and the Association a perpetual easement upon and across the Community for the purpose of altering drainage and water flow; provided, however, that the exercise of such easement may not materially diminish the value or interfere with the use of any adjacent property without the consent of the Owner thereof. Septic tanks and drain fields, other than those installed by or with the consent of Developer, are prohibited within the Community. No Owner or occupant of a Lot may dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer or storm drain, a Lake, Landscape Areas or Common Area within the Community.

**SECTION 3.20 FIREWORKS AND FIREARMS**. The discharge of fireworks or firearms within the Community is prohibited. The terms "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary in this Declaration, the Association does not have an obligation to attempt to prevent the discharge of fireworks or firearms in the Community since the discharge of fireworks and firearms is within the purview of law enforcement agencies.

**SECTION 3.21 ON-SITE FUEL STORAGE**. No on-site storage of gasoline, heating or other fuels is permitted on a Lot except that up to five (5) gallons of fuel in approved containers may be stored on each Lot for emergency purposes and the operation of outdoor grills, lawn mowers and similar tools or equipment; provided, however, that the Association is permitted to store fuel in a secure building or structure on Common Area for the operation of maintenance vehicles, generators and similar equipment.

**SECTION 3.22 STREETS**. All streets and esplanades in the Community which are designated as private streets, if any, and esplanades on a Plat and deeded to the Association will be maintained and regulated by the Association. The Association has the right to establish rules and regulations concerning private streets including, but not limited to, speed limits, curb

parking, fire lanes, and alleys, stop signs, traffic directional signals and signs, speed bumps, crosswalks, traffic directional flow, stripping, signage, curb requirements, and other matters regarding the roads, streets, curbs, esplanades and their use.

**SECTION 3.23 SPECIAL RESTRICTIONS FOR LAKE LOTS**. In addition to the use restrictions set forth above, the following restrictions apply to Lake Lots. In the event there is any conflict between these Special Restrictions and other provisions in this Declaration, these Special Restrictions control.

(a) Electric Service. Only underground electric service is available for Lake Lots and no above surface electric service wires may be installed outside of any structure. Underground electric service lines will extend through and under Lake Lots in order to serve any structure thereon, and the area above said underground lines and extending two and one-half feet (2½') to each side if said underground line will be subject to excavation, retailing and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company. Owners of Lake Lots must ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

(b) Garages. Any garage on a Lake Lot that backs up to a Lake must be attached to the residential dwelling. This requirement for an attached garage supersedes any contrary requirement.

(c) Elevation. All residential dwellings constructed on Lake Lots which have a common boundary with a Lake and two (2) streets must face the common boundary of the Lot and the street from which the building setback distance is larger, unless a deviation from this provision is approved in writing by the Committee.

(d) Grass. Owners of Lots adjoining a Lake may not plant or grow architectural varieties of grasses or other vegetation which, in the opinion of the Committee, is adverse to the Lake grasses or vegetation. Owners of Lake Lots may, with the prior written approval of the Committee, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation and, after the installation of such barriers, grow such grasses or vegetation adjacent to the Lake.

(a) Structures. Only residential dwellings with attached garages and approved open-air structures approved in writing by the Committee (e.g. gazebos, roofed terraces, and arbors) and fences may be constructed on Lake Lots. Storage sheds, tool sheds, greenhouses and similar structures are prohibited. No above ground

improvements or structures of any kind may be constructed or placed (excluding fences and landscaping approved in writing by the Committee) within twenty feet (20') of the rear Lot line.

(b) Roof Lines. The roofline on any approved structure on a Lake Lot may not extend onto the Lake nor any setback.

(c) Limitations. No deck, terrace, trellis, steps, piers, or any other above ground structure are allowed to protrude into the rear twenty feet (20') of any Lake Lot.

(d) No Docks. The Owner of a Lake Lot may not construct or maintain a dock or similar recreational or boating structure in any portion of the yard adjacent to a Lake.

(e) Prohibition. Owners of Lots (including without limitation, Owners of Lake Lots) may not use or operate a boat, canoe, paddleboat, raft, or any type of floating vessel on a Lake.

(f) Side Setbacks. Lake Lots have an additional side setback of two and one-half (2 ½) feet on each side of the Lot in addition to setback required in Article II, Section 2.9 hereof.

## ARTICLE IV.
## SIERRA VISTA AT CANYON GATE PROPERTY OWNERS ASSOCIATION

**SECTION 4.1 PURPOSE**. The purposes of the Association are to provide for maintenance, preservation and architectural control of the Lots within the Community, as well as the Common Area and to manage and administrate the Community.

**SECTION 4.2 MEMBERSHIP AND VOTING RIGHTS**. The Association has mandatory membership. Every Owner of a Lot subject to this Declaration will, upon acquiring an ownership interest in a Lot, become a member of the Association until the Owner no longer has an ownership interest in a Lot, at which membership in the Association will automatically cease. Membership is appurtenant to and may not be separated from ownership of any Lot. Persons or entities who hold an interest in a Lot merely as security for the performance of an obligation are not members. No Owner may have more than one membership.

**SECTION 4.3 CLASSES OF VOTING MEMBERSHIP**. The Association has two (2) classes of voting membership.

- Class A. Class A members are all Owners other than Developer. Class A members have one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons are members. The vote for such Lot may be exercised as they determine, but in no event may more than one (1) vote be cast with respect to a Lot. Holders of future interests not entitled to present possession are not Owners for the purposes of voting hereunder.
- Class B. The Class B member is Developer, or its successor or assign so designated in writing by the Developer. Developer is entitled to seven (7) votes for each Lot owned. The Class B membership will cease and be converted to Class A membership at the end of the Development Period. If, prior to the end of the Development Period, Developer ceases to own a Lot within the Community, but additional land is thereafter annexed by Developer and subjected to the provisions of this Declaration and the jurisdiction of the Association, Developer will have, as the Class B Member, seven (7) votes for each Lot owned within the additional land. Class B membership in the Association will not cease to exist at such time as Developer no longer owns a Lot within the Community; rather, Class B membership in the Association will only cease to exist at the end of the Development Period.

**SECTION 4.4 NON-PROFIT CORPORATION**. The Association is a nonprofit corporation organized under the laws of the State of Texas. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration or its Certificate of Formation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege.

**SECTION 4.5 BYLAWS; CONFLICTS**. The Association may adopt and amend Bylaws as deemed appropriate so long as the Bylaws do not conflict with the provisions of this Declaration. In the event of a conflict between a provision in this Declaration and a provision in either the Certificate of Formation or the Bylaws of the Association, the provision in this Declaration controls. In the event of a conflict between a provision in the Certificate of Formation and a provision in the Bylaws of the Association, the provision in the Certificate of Formation controls.

**SECTION 4.6 BOARD ACTIONS; STANDARD OF CONDUCT**. Any action, inaction or omission by the Board made or taken in good faith will not subject the Board or any individual member of the Board to liability to the Association, its members or any other party. The Board of Directors, the officers of the Association, and the Association 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 Declaration, the Certificate of Formation, the Bylaws, and the laws of the State of Texas, must be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing will not be a breach of duty on the part of the Director, officer or committee member if taken or done in good faith and within the exercise of their discretion and judgment. The Business Judgment Rule means that a court is not substitute its judgment for that of the Director, officer or committee member. A court is not to re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

**SECTION 4.7 OWNERSHIP INFORMATION**. Each Owner is required at all times to provide the Association with written notice of the Owner's proper mailing information if different from the property address of the Owner's Lot. Further, when the Owner has an alternate address, the Owner is required to notify the Association of the name of Owner's tenant, if any, or agency, if any, involved in the management of the Owner's Lot. The Owner is obligated to notify the Association or its designated management company if the Owner's mailing address changes. The submission of a check with a different mailing address on it to the Association or its designated management company does not constitute notice of a change of mailing address.

**SECTION 4.8 INSPECTION OF RECORDS**. The members of the Association have the right to inspect the books and records of the Association in accordance with the Association's recorded Open Records Policy.

**SECTION 4.9 DEVELOPER CONTROL**. SECTIONS 4.2 AND 4.3 OF THIS ARTICLE IV NOTWITHSTANDING, AND FOR THE BENEFIT AND PROTECTION OF THE LOT OWNERS AND ANY FIRST MORTGAGES OF RECORD, FOR THE SOLE PURPOSE OF INSURING A COMPLETE AND ORDERLY BUILDOUT OF THE COMMUNITY AND ALL ANNEXATIONS THERETO, AS WELL AS A TIMELY SELLOUT OF THE COMMUNITY, DEVELOPER WILL RETAIN CONTROL OF AND OVER THE ASSOCIATION

THROUGHOUT THE DEVELOPMENT PERIOD, OR WHEN, IN THE SOLE OPINION OF DEVELOPER AS EVIDENCED BY A RECORDED DOCUMENT, THE COMMUNITY, INCLUDING ALL ANNEXATIONS THERETO, BECOMES VIABLE, SELF-SUPPORTING AND OPERATIONAL. IT IS EXPRESSLY UNDERSTOOD THAT DEVELOPER WILL NOT USE SAID CONTROL FOR ANY ADVANTAGE OVER THE OWNERS BY WAY OF RETENTION OF ANY RESIDUAL RIGHTS OR INTEREST IN THE ASSOCIATION OR THROUGH THE CREATION OF ANY MANAGEMENT AGREEMENT WITH A TERM LONGER THAN ONE (1) YEAR WITHOUT MAJORITY ASSOCIATION APPROVAL UPON RELINQUISHMENT OF DEVELOPER CONTROL.

## ARTICLE V.
## ASSESSMENTS AND OTHER FEES

**SECTION 5.1 THE MAINTENANCE FUND.** All funds maintained by the Association per the provisions of this Article V constitute the "**Maintenance Fund.**" The Assessments levied by the Association will be used for the administration, management and operation of the Community and for the improvement, maintenance and acquisition of Common Area and any private streets, Reserves, storm water detention Lakes, and easements. The Association may use the Maintenance Fund, by way of example and not in limitation, at its sole discretion, for any and all of the following: maintaining, repairing or replacing parkways, streets, private streets, curbs, perimeter fences, Association Walls, esplanades; maintaining, repairing or replacing of the walkways, steps, entry gates, or fountain areas, Landscape Areas, project identity signs, landscaping, if any; maintaining rights-of-way, easements, esplanades and other public areas, if any; constructing, installing, and operating street lights; purchasing and/or operating expenses of recreation areas, pools, playgrounds, clubhouses, tennis courts, jogging tracks and parks, if any; collecting garbage; providing insecticide services; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and Assessments and any other covenants, conditions, and restrictions affecting the Community; engaging security services; engaging CPAs and property management firms, attorneys, porters, lifeguards, or any type of service deemed necessary or advisable by the Association; caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the Community neat and in good order, or to which is considered of general benefit to the Owners or occupants of Lots in the Community. It is

understood that the judgment of the Association in the expenditure of the Maintenance Fund is final and conclusive so long as such judgment is exercised in good faith.

The Association must prepare each year a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Association will set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect to both the amount and timing by annual Assessments over the period of the budget. Provided that, the Association is not obligated to set the capital contribution at an amount required to at all times cause the reserve account to be one hundred percent (100%) funded per the projected needs of the Association or, if a reserve study is performed by a third party, per the recommendations set forth in the reserve study.

**SECTION 5.2 LAKES**. Each Lake within the Community owned by the Association or which the Association is obligated to maintain must be maintained and insured by the Association, the cost of which will be paid out of the Maintenance Fund.

**SECTION 5.3 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS**. Each Lot in the Community is hereby subjected to the Assessments as set forth in this Article, and each Owner of a Lot, by acceptance of a deed to the Lot, whether or not it is so expressed in the deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Gated Section Assessments; (3) Operating Fund Capitalization Fees; (4) Reserve Fund Capitalization Fees; (5) Special Assessments; (6) Specific Section Assessments; (7) Adopt-A-School Assessments; (8) Administrative Fees; (9) Bulk Services Assessments; and (10) any charge back for costs, fees, expenses, fines, attorney's or other charges incurred or authorized by the Declaration, or by the Association in connection with enforcement of this Declaration, the Association's Bylaws, and other dedicatory instruments of the Association (such Assessments, fees and other charges being collectively referred to herein as "**Assessments**"). The Assessments are a charge on the Lot and a continuing lien upon the Lot against which each Assessment is made as of the date of this Declaration or the applicable Supplemental Declaration is recorded. All Assessments as to a particular Lot, together with interest, late charges, costs and reasonable attorney's fees, are also the personal obligation of the person who was the Owner of the Lot at the time the Assessments became due. The personal obligation for delinquent Assessments will not pass to his successor in title unless expressly assumed by that successor.

**SECTION 5.4 PAYMENT OF ANNUAL ASSESSMENTS, GATED SECTION ASSESSMENTS AND BULK SERVICES ASSESSMENTS**. The Annual Assessments, Gated Section Assessments and Bulk Services Assessments must be paid by the Owner or Owners of each Lot in the Association in annual installments (unless the Board determines otherwise as to Bulk Services Assessments in accordance with Section 5.16). The annual periods for which Annual Assessments, Gated Section Assessments and Bulk Services Assessments are levied will be January 1 through December 31, with payment being due by January 1st of each year. The rate at which each Lot is assessed as to the Annual Assessments, Gated Section Assessments and Bulk Services Assessments will be determined annually, billed in advance and adjusted from year to year by the Board of Directors of the Association.

**SECTION 5.5 ANNUAL ASSESSMENT**. Until January 1, 2018, the Annual Assessment is Seven Hundred and no/100 Dollars ($700.00) per Lot. From and after January 1, 2018, the Annual Assessment may be increased each year not more than twenty percent (20%) above the amount of the Annual Assessment for the previous year without a vote of the members. Each year, the Board will estimate the expenses of the Association for the next calendar year and set the rate of the Annual Assessment to be levied against each Lot as deemed necessary, subject the limitations set forth in this Section 5.5. The Annual Assessment may not be adjusted more than once in a calendar year. The Board of Directors of the Association may, at its discretion, accumulate and assess the increase in a later year. The Annual Assessment may be increased in a given year above twenty percent (20%) only by approval of at least two-thirds (2/3) of each class of the members of the Association present and voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present.

**SECTION 5.6 GATED SECTION ASSESSMENTS**. Due to the anticipated cost of the operation, maintenance and repair of the limited access gates and private streets in Gated Sections, Owners of Lots in Gated Sections (excluding Developer or a Declarant) must pay an additional assessment to the Association (the "**Gated Section Assessment**"), which Gated Section Assessment is due annually in accordance with Section 5.4 hereof. Until January 1, 2018, the rate of the Gated Section Assessment may not exceed Two Hundred and no/100 Dollars ($200.00) per Lot, per annum. From and after January 1, 2018, the rate of the Gated Section Assessment may be increased each year not more than twenty percent (20%) above the maximum rate of the Gated Section Assessment for the previous year without a vote of the Owners of Lots in the Gated Sections, as provided below. Each year, the Board will estimate the

cost of operating, maintaining and repairing the limited access gates and private streets in the Gated Sections for the next calendar year and set the amount of the Gated Section Assessment to be levied against each Lot in a Gated Section as deemed necessary, not in excess of the maximum rate as provided in this Section 5.6. The Gated Section Assessment may not be adjusted more than once in a calendar year. The Board of Directors of the Association may, at its discretion, accumulate and assess the increase in a later year. The rate of the Gated Section Assessment may be increased above twenty percent (20%) from one year to the next only upon the approval of at least two-thirds (2/3rds) of the Owners of Lots in the Gated Sections who are present and voting, in person or by proxy, at a meeting of the Owners of Lots in the Gated Sections called for that purpose. The approval of multiple Owners of a Lot in a Gated Section may be reflected by the approval of a single co-Owner. A Builder is obligated to pay a Gated Section Assessment on each Lot owned as set forth in Section 5.13. Notwithstanding the foregoing provisions, until such time that a Gated Section is substantially complete, Owners of Lots in that Gated Section are obligated to pay only one-half (1/2) the amount of the Gated Section Assessment established for a particular year by the Board of Directors. For the purposes of this Section 5.6, a Gated Section is deemed to be substantially complete at such time that residential dwellings have been constructed and are ready for occupancy (whether or not sold by the Builder) on not less than eighty-five percent (85%) of the Lots in that Gated Section. Once a Gated Section is substantially complete, as provided herein, the Owners of Lots in that Gated Section are obligated to pay the full amount of the Gated Section Assessment.

**SECTION 5.7 OPERATING FUND CAPITALIZATION FEE**. Each Owner, other than Developer, a Declarant or a Builder, upon acquisition of record title to a Lot, is obligated to pay a fee to the Association in an amount equal to fifty percent (50%) of the Annual Assessment for that year for the purpose of funding the Association's operating account. This fee is based solely on the Annual Assessment and does not apply to any other Assessment, fee or charge established in this Declaration, including, but not limited to, Adopt-A-School Assessments, Administrative Fees and the Bulk Services Assessments. This amount is called the "**Operating Fund Capitalization Fee**". The Operating Fund Capitalization Fee is in addition to, not in lieu of, the Annual Assessment and will not be considered an advance payment of the Annual Assessment. The Operating Fund Capitalization Fee will initially be used by the Association to defray its initial operating costs and other expenses and later to ensure the Association has adequate funds to meet its expenses and otherwise, including contributions to

the Association's reserve fund, all as the Board of Directors, in its sole discretion, may determine.

**SECTION 5.8 RESERVE FUND CAPITALIZATION FEE**. Upon the transfer of ownership of a Lot by a Builder, the Lot is subject to the payment of a Reserve Fund Capitalization Fee in an amount equal to one-quarter (1/4) of the amount of the Annual Assessment then in effect for such Lot. A Reserve Fund Capitalization Fee is due and payable on the date of transfer of title to the Lot, and will be deposited in the Reserve Fund of the Association. Reserve Fund Capitalization Fees are in addition to the Annual Assessment assessed against each Lot. Notwithstanding the foregoing, no Reserve Fund Capitalization Fee is payable upon the transfer of a Lot from either Developer or a Declarant to a Builder.

**SECTION 5.9 ADMINISTRATIVE FEES**. The Association may charge a fee relating to the transfer of ownership of a Lot and the associated change in the records of the Association ("**Administrative Fee**"). The amount of the fee may be set by the Board of Directors of the Association, but the amount may not exceed one-third (1/3) of the Annual Assessment.

**SECTION 5.10 ADOPT-A-SCHOOL ASSESSMENT**. In addition to the Annual Assessments and other Assessments required to be paid by an Owner, each purchaser of a Lot, upon acceptance of a deed therefor, whether or not it is so expressed in the deed, is deemed to covenant and agree to pay the Association upon the transfer of title to the Lot: (a) upon the first transfer of a Lot from a Builder to a purchaser, the sum of One Hundred and no/100 Dollars ($100.00) payable by the Builder/seller and an additional sum of One Hundred and no/100 Dollars ($100.00) payable by the purchaser; and (b) on each subsequent transfer, the purchaser is required to pay a sum equal to one-fourth (1/4) of the Annual Assessment then in effect for each Lot purchased (referred to herein as the "**Adopt-A-School Assessment**"). Adopt-A-School Assessments received by the Association under this section must be held in a separate account and used by the Association for projects, activities, or events considered by the Board of Directors to benefit or enhance the Community or the Owners and occupants of Lots in the Community, including, by way of example and not in limitation, programs and activities of schools attended by children who reside in the Community. An Adopt-A-School Assessment is in addition to the Administrative Fee imposed by Article V, Section 5.9, above.

**SECTION 5.11 SPECIAL ASSESSMENTS**. In addition to the Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to the current year only for the purpose of defraying, in whole or in part, the cost of

any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, streets, curbs, storm sewers, sidewalk, Recreational Areas, including mixtures and personal property related thereto, or for any other purpose approved by the membership; provided, however, that any such Special Assessment must be approved by at least two-thirds (2/3) of the votes of those members of each class who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present.

**SECTION 5.12 SPECIFIC SECTION ASSESSMENT**. The Association has the authority to levy and collect a Specific Section Assessment as set forth in this Section 5.12. A Specific Section Assessment is a separate assessment levied against all Lots in a particular Section. The purpose of the Specific Section Assessment is to provide special services or improvements for the exclusive benefit of the Owners of Lots in the particular Section. Prior to the end of the Development Period, Specific Section Assessments may be levied by the Board of Directors with the approval of Developer. After the Development Period ends, the special services or improvements to be provided to the Owners of Lots in the Section will be decided by the Owners of the Lots of the Section approving the Specific Section Assessment; provided however, after the Development Period ends, no Specific Section Assessment may be levied by the Association unless (a) a written request for services or improvements not regularly provided by the Association is submitted to the Board of Directors, (b) the Board of Directors agrees, on behalf of the Association, to provide the requested special services or improvements, subject to the approval of a Specific Section Assessment to cover the cost of the services, (c) a meeting is called among the Owners of Lots in the Section, (d) all Owners of Lots in the Section, are notified in writing not less than thirty (30) days or more than sixty (60) days before the meeting that a meeting will be held to discuss and vote upon the proposal to obtain the special services or improvements and to approve a Specific Section Assessment for that purpose, and (e) the Specific Section Assessment is approved by the Owners of a majority of the Lots in the Section.

The initial Specific Section Assessment will be due thirty (30) days after approval by (i) the Board of Directors and Developer prior to the end of the Development Period, or (ii) the Owners in the Section after the end of the Development Period. Thereafter, the Specific Section Assessment will be due on January 1st of each year (unless the Specific Section Assessment approved by the Owners is a one time special service or improvement that does not require ongoing maintenance by the Association in which case there will be only one Specific Section Assessment). Once the initial Specific Section Assessment has been levied, the Board of Directors has the authority to set the rate of the Specific Section Assessment each year thereafter [unless

the Specific Section Assessment approved by the Owners is a one (1) time special service or improvement that does not require ongoing maintenance by the Association in which case there will be only one Specific Section Assessment] based upon the anticipated cost to provide the special services or maintenance of the improvements, plus any amounts for approved services or improvements provided to the Owners of the Section not covered by the prior year's Specific Section Assessment.

Notwithstanding any provision herein to the contrary, the Board of Directors has the authority to discontinue any special services or improvements which were previously requested and approved, as the Board deems, in its reasonable, good faith judgment, to be necessary or appropriate. If an Owner of any Lot in the Section that has approved a Specific Section Assessment, proposes to discontinue any special services previously requested and approved, a petition signed by Owners representing not less than a majority of the Lots in the Section, must be submitted to the Board of Directors. A meeting of the Owners of Lots in the Section must be called in the manner set forth above. The special services or improvements must be discontinued if Owners representing not less than a majority of the Lots in the Section approve the proposal. When special services or improvements are discontinued, either as the result of a decision of the Board of Directors or a vote of the Owners of Lots in the Section, the portion of the total Specific Section Assessment relating to those special services or improvements will likewise be discontinued. Once discontinued, special services or other improvements may not be renewed unless approved in the manner set forth in this section. With reference to any vote under this section, if there are multiple Owners of a Lot, the vote for that Lot may be cast by one (1) of the Owners.

**SECTION 5.13 COMMENCEMENT OF ASSESSMENT.** Assessments will commence on a Lot as of the date of substantial completion of the development of the Lot. For the purposes of this section, the "date of substantial completion" is the later of (i) the date the Plat in which the Lot is located is recorded, or (ii) the date the engineer for the Section in which the Lot is located issues a letter certifying all Lots in the Section have been substantially completed. Lots owned by the Developer or a Declarant in the Community are not exempt from Assessments except that Developer is exempt from the payment of the Operating Fund Capitalization Fee as set forth in Section 5.7 above. All Lots are subject to the Assessments determined by the Board of Directors of the Association in accordance with the provisions hereof. Lots which are owned by Developer or a Declarant will be assessed at a rate equal to one-quarter (¼) of the Annual Assessment for twenty-four (24) months after the date of substantial completion of the Lot and,

thereafter, at a rate equal to one-half (½) of the Annual Assessment for so long as the Lot is owned by Developer or a Declarant. Each Lot owned by a Builder will be assessed at a rate equal to one-half (½) of the Annual Assessment for a period of twelve (12) months after closing and thereafter at the full rate of the Annual Assessment for so long as the Builder owns a Lot. The same computations (for Developer, a Declarant, or a Builder) apply to Gated Section Assessments and any Special Assessments. The rate of Assessment for an individual Lot, within a calendar year, may change as the character of ownership and the status of occupancy by resident changes, and the applicable Assessment for such Lot will be prorated according to the rate required during each type of ownership.

**SECTION 5.14 SPORTS CENTER/BEACH CLUB**. Developer may approve the construction of a Sports Center/Beach Club in the Community or in close proximity to the Community [within one and one-half (1 ½) miles]. If approved, the Sports Center/Beach Club may be constructed and operated by Developer, an entity affiliated with Developer, or an independent third party. The Sports Center/Beach Club, if constructed, may provide memberships to members of the Association and/or persons who are not members of the Association. In the event a Sports Center/Beach Club is constructed and memberships are to be made available to members of the Association, the Association, acting through its Board of Directors, will negotiate with the operator of the Sports Center/Beach Club in an effort to obtain a preferred or discounted membership rate for all members of the Association (on a per household basis). If the Association enters into an agreement with the operator of the Sports Center/Beach Club on behalf of its members, all members of the Association will be entitled to use and enjoy the Sports Center/Beach Club for as long as the agreement remains in effect. In that event, the Annual Assessment will be increased each year during the term of the agreement by an amount equal to the membership rate negotiated by the Association; provided that, in no event may an increase in the Annual Assessment related to the Sports Center/Beach Club exceed Three Hundred Dollars ($300.00) per year. Provided further that, the amount of the increase in the Annual Assessment related to the Sports Center/Beach Club may be billed to all members of the Association either on a monthly basis or on an annual basis, as deemed appropriate by the Board of Directors of the Association in its sole discretion. If billed annually, the increase in the Annual Assessment related to the Sports Center/Beach Club will be due on the same date as the remainder of the Annual Assessment. If billed monthly, one-twelfth (1/12th) of the increase in the Annual Assessment related to the Sports Center/Beach Club will be due on the first (1st) day of each month commencing on January 1st of the applicable assessment year. No member will be entitled to

avoid payment of the increase in the Annual Assessment related to the Sports Center/Beach Club by reason of the non-use of the Sports Center/Beach Club. If the operator of the Sports Center/Beach Club provides optional services and activities that are not included in the basic membership fee, members who desire to obtain those additional services or engage in those additional activities must pay any additional fees associated with the services and activities directly to the operator of the Sports Center/Beach Club.

Each Owner of a Lot acknowledges by accepting a deed to the Owner's Lot that, if a Sports Center/Beach Club in the Community or in close proximity to the Community is constructed and the Association enters into an agreement with the operator of the Sports Center/Beach Club on behalf of all of its members, the Sports Center/Beach Club will provide an amenity to all Lot Owners (whether or not used) which may enhance the desirability of Lots within the Community, thereby benefiting all Lot Owners.

NOTWITHSTANDING THE FOREGOING, DEVELOPER HAS NO OBLIGATION TO CONSTRUCT A SPORTS CENTER/BEACH CLUB OR TO APPROVE THE CONSTRUCTION OF A SPORTS CENTER/BEACH CLUB BY ANY OTHER PERSON OR ENTITY. DEVELOPER DOES NOT REPRESENT OR WARRANT THAT AN SPORTS CENTER/BEACH CLUB WILL BE CONSTRUCTED OR APPROVED FOR CONSTRUCTION IN THE COMMUNITY OR IN CLOSE PROXIMITY TO THE COMMUNITY. FURTHER, DEVELOPER DOES NOT REPRESENT OR WARRANT THAT, IF A SPORTS CENTER/BEACH CLUB IS CONSTRUCTED, THE ASSOCIATION WILL BE ABLE TO OBTAIN A PRFERRED OR DISCOUNTED MEMBERSHIP RATE ON BEHALF OF ITS MEMBERS.

**SECTION 5.15** **NOTICE AND QUORUM**. Written notice of any membership meeting called for the purpose of increasing the maximum Annual Assessment or raising an annual Assessment or approving a Special Assessment must be mailed (by U.S. first class mail) to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting, the presence of members, in person or by proxy, entitled to cast at least one-third (1/3rd) of the total votes of each class of membership will constitute a quorum.

**SECTION 5.16** **BULK SERVICES ASSESSMENTS**. In the event that the Association contracts for bulk communication or power services, such costs will be billed directly to each Owner as a monthly, quarterly or annual assessment, as the Board may elect (the "**Bulk Services Assessments**"). Bulk Services Assessments will be separately itemized and will be due and collected in the same manner and subject to the same penalties and enforcement as Annual Assessments. Provided, however, at the sole discretion of the Board, Bulk Services

Assessments may be billed monthly or quarterly hereunder in which case the Bulk Services Assessments will (a) be due on the first day of the month or quarter when billed, (b) be late if not paid by the tenth (10th) day of the month or quarter billed, (c) be subject to a late charge as set by the Board, if not paid by the late date, and (d) incur interest at the rate of ten percent (10%) per annum or the maximum rate of interest allowed by law, whichever is less. The provisions of this Article V apply to nonpayment of the Bulk Services Assessments. The Bulk Services Assessments may be billed as flat rate per Lot metered, or per service, or any combination thereof, as determined in the sole discretion of Developer or the Board. Developer and a Declarant are not responsible for Bulk Services Assessments. Builders will only be responsible for Bulk Services Assessments on those Lots owned by Builders that are provided Bulk Services.

**SECTION 5.17 EFFECT OF NONPAYMENT OF ASSESSMENTS**. Any Assessment not paid within thirty (30) days after the due date will bear interest from the due date at the rate of ten percent (10%) per annum or the maximum rate of interest allowed by law, whichever is less. The Association may impose a late charge for Assessments not paid within fifteen (15) days after the due date. Late charges are in addition to, not in lieu of, interest. The Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the Lot. Interest, costs, late charges and attorneys fees incurred in any such collection action will be added to the amount of such Assessment. An Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association and its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for enforcement of such liens, including either judicial foreclosure or non-judicial foreclosure pursuant to Article 51.002 of the Texas Property Code (or any amendment or successor statute) and each Owner expressly grants to the Association a power of sale in connection with said lien. Provided, however, prior to the Association exercising its power of sale, the Association must first have obtained a court order in an application for expedited foreclosure in accordance with Section 209.0092 of the Texas Property Code. The Board has the right and power to appoint an agent or trustee to act for and in behalf of the Association to enforce the lien. The lien provided for in this Article is in favor of the Association. The Board may, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing an agent or trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The agent or trustee may be

changed at any time and from time to time by the Board by means of a written instrument executed by the President or any Vice President of the Association and filed of record in the Official Public Records of Real Property of Brazoria County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association must mail to the defaulting Owner a copy of the notice of sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or trustee must also cause a copy of the notice of sale to be recorded in the Official Public Records of Real Property of Brazoria County, Texas. Out of the proceeds of such sale, there will first be paid all expenses in proceeds of such incurred by the Association in connection with such defaults, including reasonable attorney's fees and reasonable agent or trustee's fee; second, from such proceeds there will be paid to the Association an amount equal to the amount in default; and, third, the remaining balance, if any, will be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on, and each occupant of any improvements thereon will be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder. The Association also has the right to maintain a deficiency suit in the event the sale proceeds are less than the amount of Assessments, interest, late fees, attorney's fees, costs incurred by or owed to the Association.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any Assessment, the Association may, upon thirty (30) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise: (i) restrict the right of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate or (ii) terminate any services being provided the Owner, e.g., Bulk Services Assessments. No Owner will be entitled to receive a credit or discount in the amount of an Assessment due to or by virtue of the Association's exercise of any of its remedies. Additionally, the Board may charge the Owner a reconnect fee (as set by the Board) to reconnect any services or use rights so terminated or restricted.

It is the intent of the provisions of this section to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in

the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

No Owner may waive or otherwise avoid liability for the Assessments provided herein by nonuse of the facilities or services provided by the Association or by abandonment of his Lot.

**SECTION 5.18 SUBORDINATION OF THE LIEN TO MORTGAGES**. The lien created in this Article against each Lot for the benefit of the Association is secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the request of the Owner of any such Lot to secure the payment of monies advanced to purchase the Lot or to construct improvements on the Lot to the extent of any such Assessments accrued and were unpaid prior to foreclosure of any such purchase money lien or construction lien. The sale or transfer of a Lot pursuant to purchase money or construction loan mortgage foreclosure or any proceeding in lieu thereof, will extinguish the lien of such Assessment but only as to payment which became due prior to such sale or transfer and not thereafter. Mortgagees are not required to collect Assessments. The failure of a mortgagee to pay Assessments does not constitute a default under an insured mortgage.

**SECTION 5.19 DUE DATES**. The Association will fix the amount of the Annual Assessment, Gated Section Assessment and Bulk Services Assessment and any other Assessments due on an annual basis against each Lot at least thirty (30) days in advance of the applicable assessment year. Written notice of such Assessments must be mailed (by U.S. first class mail) to every Owner. The due date for Annual Assessments is January 1st of the applicable assessment year. The due date for other Assessments will be established by the Board of Directors of the Association. Provided that, the failure of the Association to fix the amount of the Annual Assessment, Gated Section Assessment or Bulk Services Assessment or to provide written notice of the amount of any such Assessment will not affect the Association's authority to levy such Assessments or an Owner's obligation to pay such Assessments. Rather, the amount of the Annual Assessment, Gated Section Assessment and Bulk Services Assessment in effect for the preceding year must be paid on the applicable due date will remain in effect until the Association fixes the new amount(s). The Association may, upon request from the Owner or the Owner's duly authorized representative and for a reasonable charge, furnish a certificate signed by a duly authorized representative of the Association setting forth whether

the Annual Assessments and any other Assessments on the Owner's Lot have been paid and the amount owed by the Owner of the Lot.

**SECTION 5.20 NO WARRANTY**. Developer, for itself, and the Association, and all Declarants hereby disclaims and disavows any warranty or representation that may be attributed to the annual budget adopted during the Development Period. The annual budget is not a warranty or representation by Developer, the Association or any Declarant that the types of budgeted expenses or their relative sizes are accurate or complete, nor is it a warranty or representation that the Community or the Association will achieve the budget's assumptions or that the Association will annually incur or fund every category of expense that is shown on the budget, or that the relative size of an expense category will be achieved. Neither the Association nor any Owner has a right or expectation of being reimbursed by Developer, a Declarant or by the Association for a budgeted line item that is not realized, or that is not realized at the projected level.

**SECTION 5.21 DEVELOPER'S RIGHT TO INSPECT AND CORRECT ACCOUNTS**. For a period of five (5) years after the end of the Development Period, Developer reserves for itself and for Developer's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association's financial books, records, and accounts relating to the Development Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Developer or any Declarant. By way of illustration, but not in limitation, Developer may find it necessary to re-characterize an expense or payment to conform to Developer or a Declarant's obligations under the dedicatory instruments or applicable law. This section may not be construed to create a duty for Developer or a right for the Association. In support of this reservation, each Owner, by accepting an interest in or title to a Lot, hereby grants to Developer a right of access to the Association's books, records, and accounts that is independent of Developer's rights during the Development Period, for the limited purpose of this section and only to the extent necessary to enable Developer to exercise its rights under this section.

## ARTICLE VI.
## INSURANCE AND CASUALTY LOSSES

**SECTION 6.1 INSURANCE.** The Association, or its duly authorized agent, has the authority to and must obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket "all-risk" coverage is not reasonably available, then an insurance policy providing fire and extended coverage must be

obtained. The face amount of such insurance must be sufficient to cover the full replacement cost of the improvements in the event of damage or destruction from any insured hazard.

The Association has no insurance responsibility for any part of any Lot or the improvements thereon.

The Board must also obtain a general liability policy covering the Common Area, insuring the Association for all damage or injury caused by the negligence of the Association or any person for whose acts the Association is held responsible ("Liability Policy"). The Liability Policy must provide coverage in an amount not less than two million dollar ($2,000,000.00) single person limit with respect to bodily injury and property damage, not less than three million dollar ($3,000,000.00) limit per occurrence, if reasonably available, and not less than five hundred thousand dollar ($500,000.00) minimum property damage coverage.

Premiums for all insurance on the Common Area will be an expense of the Association paid out of the Maintenance Fund.

Insurance policies may provide for a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the insurance satisfies the coverage required hereunder. The deductible must be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties will be allocated in relation to the amount each party's loss bears to the total. All insurance coverage obtained by the Association are governed by the following provisions:

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

(b) all policies on the Common Area must be for the benefit of the Association and be written in the name of the Association or for the benefit of the Association;

(c) exclusive authority to adjust losses under policies obtained on the Common Area is vested in the Association;

(d) in no event may the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees;

(e) all property insurance policies must have an agreed amount endorsement, if reasonably available; and

(f) the Association must use reasonable efforts to secure insurance policies that will provide the following:

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

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

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

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

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

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

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

**SECTION 6.2 INDIVIDUAL INSURANCE**. By accepting title to a Lot subject to this Declaration, each Owner covenants and agrees that such Owner will carry homeowners insurance on the Owner's Lot and structures thereon including (a) liability coverage of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) per person and THREE HUNDRED THOUSAND DOLLARS ($300,000) per occurrence and (b) property damage liability insurance of not less than FIFTY THOUSAND DOLLARS ($50,000) plus extended coverage for full replacement value. Each Owner further covenants and agrees that in the event of loss or damage to the structures comprising his Lot, the Owner will either: (a) proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved by the Committee; or (b) clear the Lot of all damaged structures, debris and ruins and thereafter maintain the Lot in a neat and attractive, landscaped condition consistent with the requirements of the Committee and the Board of Directors.

**SECTION 6.3 DAMAGE AND DESTRUCTION**.

(a) Immediately after damage or destruction by fire or other casualty to Common Area or other property covered by insurance written in the name of the Association, the Board of Directors of the Association or its duly authorized agent must proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost or repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Area or other property to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area must be repaired or reconstructed unless members representing at least seventy-five percent (75%) of the total Class "A" vote of the Association decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period will be extended until such funds or information is available; provided, however, such extension may not exceed sixty (60) additional days. Except as expressly provided herein, no mortgagee has the right to participate in the determination of whether the damage or

destruction to Common Area or other property of the Association will be repaired or reconstructed.

(c) In the event it is determined in the manner described above that the damage or destruction to the Common Area will not be repaired or constructed and no alternative improvements are authorized, the damaged portion of the Common Area or other property must be cleared of all debris and ruins and maintained by the Association in a neat, attractive, landscaped condition.

**SECTION 6.4 DISBURSEMENT OF PROCEEDS**. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposed, must be disbursed in payment of such payment of such repairs or reconstruction as hereinafter provided.

Any proceeds remaining after paying the costs of repair or reconstruction, or if no repair or reconstruction is made, all of the proceeds, will be retained by and for the benefit of the Association for use as the Board of Directors determines to be appropriate.

**SECTION 6.5 REPAIR AND RECONSTRUCTION**. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors of the Association has the authority to, without the necessity of a vote of the members, levy a Special Assessment against the Owners of Lots sufficient to raise the additional funds necessary to restore the Common Area. Additional Special Assessments may be levied in a like manner at any time during or following the completion of any repair or reconstruction, if necessary to pay the costs of repair and reconstruction.

## ARTICLE VII.
## NO PARTITION

**SECTION 7.1 NO PARTITION**. Except as is permitted in this Declaration or any amendment to this Declaration, no judicial partition of the Common Area or any part thereof is permitted, and no person acquiring any interest in the Community or any part thereof may seek a judicial partition unless the Community has been removed from the provisions of this Declaration. This Article is not to be construed to prohibit the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property, which may or may not be subject to this Declaration.

## ARTICLE VIII
## PROPERTY ACCESS

The Association may not permanently open any access roads or paths from public roads into the Gated Sections, unless mandated by state, county, or municipal laws. As of the date of this Declaration and until the Association advises Owners otherwise, a land based data line is required to operate the limited access gate to a Gated Section from a residential dwelling.

The Association must maintain an access control station and limited access gate system at the Community main access ("**Access Control Station**"). The location of the main access will be identified in an amendment or supplement to this Declaration after the Plat encompassing the real property described in Exhibit "A" to this Declaration has been recorded. After at least eighty percent (80%) of the Lots in the Gated Sections are sold and occupied, the Access Control Station must be manned twenty-four (24) hours per day, seven (7) days per week by an individual with the following qualifications:

1. off duty police officers of a local municipality; or
2. contract County Deputy Sheriff or Constable; or
3. guard service licensed by the State of Texas to perform such services; or
4. peace Officer licensed by the State of Texas to perform such services.

Gate access cards, EZ Tags, remotes, or other automatic gate devices must be paid for by each Owner, at a rate determined by the Board of Directors of the Association. Developer or the Board of Directors of the Association has the authority to relocate any gates or Access Control Station at any time. The Association may require all Owners and their family members, tenants, and other permanent residents to maintain identification stickers on each of their vehicles. Each Owner must provide the Association with the Owner's residential and emergency telephone numbers for use at the Access Control Station and/or limited access gates.

## ARTICLE IX.
## GENERAL PROVISIONS

**SECTION 9.1 ENFORCEMENT**. The Association and any Owner has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration except the provisions in Article V of this Declaration relating to the payment of Assessments,

which may only be enforced by the Association. Failure by the Association or an Owner to enforce any covenant, condition or restriction herein will in no event be deemed a waiver of the right to do so thereafter.

**SECTION 9.2 SEVERABILITY**. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order will not affect any other provision or provisions, which will remain in full force and effect.

**SECTION 9.3 GRAMMAR**. The singular, wherever used herein, will be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, will in all cases be assumed as though in each case fully expressed.

**SECTION 9.4 OWNER'S EASEMENT OF ENJOYMENT**. Every Owner has a right and easement of enjoyment in and to the Common Area which is appurtenant to and will pass with the title to every Lot, subject to the following provisions:

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

(b) the right of the Association to suspend the right to use of a Recreational Area or Common Area by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for each infraction of this Declaration or any other dedicatory instrument of the Association;

(c) the right of the Association or the Developer to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members present and voting, in person or by proxy, at a meeting of the members called for the purpose at which a quorum is present; and

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

**SECTION 9.5 CONSTRUCTIVE NOTICE AND ACCEPTANCE**. Every person who owns, occupies or acquires any right, title, estate or interest in or to a Lot is conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant set forth in this Declaration, whether or not any reference to this Declaration is included in the instrument by which such person acquired an interest in the Lot.

**SECTION 9.6** **DELEGATION OF USE**. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Lot.

**SECTION 9.7** **AMENDMENT**. This Declaration will run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time the provisions of this Declaration will be automatically extended for successive periods of ten (10) years each. This Declaration may be amended by an instrument signed by those Owners owning not less than sixty-seven percent (67%) of the Lots in the Community; provided that, prior to the end of the Development Period, any amendment to this Declaration or a Supplemental Declaration must be also approved in writing by Developer, which written approval must be filed of record with the amendment to the Declaration or Supplemental Declaration. This Declaration may also be amended by Developer without the joinder of any other party as long as Developer owns a Lot in the Community and the amendment is consistent with the residential character of the Community. A Supplemental Declaration may be amended by the Declarant of the Section, so long as Declarant owns a Lot in the Section being amended, the amendment is consistent with the residential character of the Section, and the amendment is approved by Developer. In no event may an amendment of this Declaration diminish the rights or increase the liability of Developer unless the amendment is approved by Developer as evidenced by Developer's execution of the amendment. No person is charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Brazoria County, Texas. In the event there are multiple Owners of a Lot, the written approval of an amendment to this Declaration may be reflected by the signature of a single co-Owner.

**SECTION 9.8** **DISSOLUTION**. If the Association is dissolved, the assets of the Association must be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

**SECTION 9.9** **COMMON AREA MORTGAGES OR CONVEYANCE**. The Common Area may not be mortgaged or conveyed without the consent of Owners representing sixty-seven percent (67%) of the Lots in the Community (excluding the Developer).

If the ingress or egress to any Lot is through Common Area, any conveyance or encumbrance of the Common Area will be subject to the Lot Owner's access easement.

**SECTION 9.10** **INTERPRETATION**. If this Declaration or any word, clause, sentence, paragraph or other part thereof is susceptible of more than one or conflicting

interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration will control. In all instances, this Declaration is to be liberally construed to effect its purposes and intent.

**SECTION 9.11 OMISSIONS**. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration is omitted herefrom, then it is hereby stipulated that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions is to be supplied by inference.

**SECTION 9.12 ADDITIONAL REQUIREMENTS**. So long as required by the Federal Home Mortgage Corporation, the following provisions apply in addition to and not in lieu of any other provisions in this Declaration. Unless at least sixty-seven percent (67%) of the first mortgagees or members representing at least sixty-seven percent (67%) of the total votes in the Association so approve the Association may not:

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

(b) change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner of a Lot (a decision, including contracts, by the Board or provisions of any Supplemental Declaration subsequently recorded on any portion of the Community regarding Assessments will not be subject to this provision when such decision or subsequent Supplemental Declaration as authorized by this Declaration.);

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

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

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of the damaged property, or to add to Reserves. First mortgagees may, jointly or singly, after thirty (30) days written notice to

the Association, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments will be entitled to immediate reimbursement from the Association.

**SECTION 9.13** **NO PRIORITY**. No provision in this Declaration gives or may be construed as giving an Owner or other party priority over the rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

**SECTION 9.14** **NOTICE TO ASSOCIATION**. Upon request, each Owner is obligated to provide to the Association the name and address of the holder of any Mortgage encumbering the Owner's Lot.

**SECTION 9.15** **AMENDMENT BY BOARD**. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently change any of their lending requirements, which necessitate a change to a provision in this Declaration, the Association, acting through its Board of Directors, without the approval of the Owners, may amend this Declaration for the purpose of complying with such requirements.

**SECTION 9.16** **FAILURE OF MORTGAGEE TO RESPOND**. A Mortgagee who receives a written request from the Board to respond to or consent to any action proposed to be taken pursuant to the provisions of this Declaration is deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

**SECTION 9.17** **ANNEXATION**. ADDITIONAL RESIDENTIAL PROPERTY OR COMMERCIAL PROPERTY AND COMMON AREA MAY BE ANNEXED TO THE PROPERTY BY DEVELOPER OR SUBJECTED TO THE JURISDICTION OF THE ASSOCIATION WITHOUT THE CONSENT OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OR APPROVAL BY THE MEMBERS OF THE ASSOCIATION.

**SECTION 9.18** **SAFETY AND SECURITY**. NEITHER DEVELOPER, NOR THE ASSOCIATION, THEIR DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AND ATTORNEYS, ("**ASSOCIATION AND RELATED PARTIES**") ARE IN ANY WAY CONSIDERED AN INSURER OR GUARANTOR OF SAFETY OR SECURITY WITHIN THE COMMUNITY. THE ASSOCIATION AND RELATED PARTIES ARE NOT LIABLE FOR ANY

LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, INCLUDING LIMITED ACCESS GATES, IF ANY, THE ENTRANCE AND/OR THE PERIMETER FENCE. OWNERS, LESSEES AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, BY ACCEPTANCE OF A DEED TO A LOT, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, HOME ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, HOME ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO RESIDENTIAL DWELLING OR LOT AND TO THE CONTENTS OF THEIR RESIDENTIAL DWELLING OR LOT AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, HOME ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVISES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

**SECTION 9.19 CITY OF IOWA COLONY REGULATIONS.** The following are regulations of the City of Iowa Colony ("**City**"): City Subdivision Ordinance; infrastructure design criteria; City Building Code (including securing all permits required thereunder); Land Use and Urban Design Code; and Flood Plain Ordinance, as they may be amended from time to time, of the City of Iowa Colony (collectively, the "**Regulations**") will apply to the Community,

notwithstanding the fact that some or all of such regulations would not otherwise apply to any portion of the Community located outside the City. The City is authorized to enforce the Regulations within the Community, including the requirements included in the Regulations relating to inspection of residential and commercial property and construction. The City reserves the right to charge an inspection fee for inspections conducted outside the City limits equal to the fee for such inspections inside the City. All Owners, their successors and assigns, must abide by the Regulations. The City is a third-party beneficiary of this covenant and may enforce this covenant.

**SECTION 9.20** **FINES**. Sanctions for violations of the provisions of this Declaration, any Supplemental Declaration and any other dedicatory instrument of the Association may, in addition to all other remedies provided for in this Declaration or by law, include monetary fines. The procedure for imposing monetary fines must be in accordance with notice and other requirements imposed by law. Any monetary fine levied against an Owner and the Owner's Lot, will be added to the Owner's assessment account and secured by the lien created in Article V, Section 5.3 of this Declaration.

**SECTION 9.21** **COMMON AREA REDESIGNATION**. REGARDLESS OF DESIGNATION BY A PLAT OR OTHERWISE AND NOTWITHSTANDING ANY PROVISION IN THIS DECLARATION TO THE CONTRARY, DURING THE DEVELOPMENT PERIOD, DEVELOPER MAY AT ANY TIME AND FROM TIME TO TIME (i) DESIGNATE, CONSTRUCT, OR EXPAND COMMON AREA, AND (ii) MODIFY, DISCONTINUE, REDESIGNATE OR IN ANY OTHER MANNER CHANGE THE COMMON AREA. WITHOUT LIMITATION OF THE FOREGOING, DEVELOPER SPECIFICALLY RESERVES THE RIGHT AT ANY TIME DURING THE DEVELOPMENT PERIOD TO SELL OR OTHERWISE DISPOSE OF ANY "RESERVES" AND ANY OTHER SIMILAR AREAS, REGARDLESS OF DESIGNATION OF ANY SUCH AREA BY A PLAT OR OTHERWISE AS "RESTRICTED", "UNRESTRICTED", OR OTHER DESIGNATION. NEITHER THE FOREGOING NOR ANY OTHER PROVISIONS HEREOF WILL BE CONSTRUED AS IN ANY MANNER CONSTITUTING ANY REPRESENTATION, WARRANTY OR IMPLICATION WHATSOEVER THAT DEVELOPER OR ANY BUILDER WILL UNDERTAKE ANY SUCH DESIGNATION, CONSTRUCTION, MAINTENANCE, EXPANSION, IMPROVEMENT OR REPAIR, OR THAT IF AT ANY TIME OR FROM TIME TO TIME UNDERTAKEN, ANY SUCH ACTIVITIES WILL CONTINUE, AND ANY SUCH REPRESENTATION, WARRANTY OR IMPLICATION IS HEREBY SPECIFICALLY DISCLAIMED.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has executed the foregoing instrument on this 29 day of September 2017.

**Land Tejas Sterling Lakes South, L.L.C.,**
**a Texas limited liability company**

By: _____
Al P. Brende, Sole Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29 day of September, 2017, by Al P. Brende, Sole Manager for Land Tejas Sterling Lakes South, L.L.C., a Texas limited liability company, for the consideration and in the capacities stated therein.

_____
Notary Public in and for the State of Texas

MELANIE MANGEL
My Notary ID # 125457708
Expires October 10, 2021

**CONSENT OF LIENHOLDER**
***to***
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**
***for***
**SIERRA VISTA**

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The undersigned, being a lienholder against Sierra Vista, does hereby consent and agree to the foregoing "Declaration of Covenants, Conditions and Restrictions for Sierra Vista" to which this instrument is attached.

**LENDER:**

**TREZ CAPITAL (2015) CORPORATION,**
a British Columbia Corporation

By: Trez Capital Funding II, LLC,
Administrative Agent

By: _____
Name: John D. Hutchinson
Title: President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of October, 2017, by John D. Hutchinson, President of Trez Capital Funding II, LLC, as the Administrative Agent of Trez Capital (2015) Corporation, a British Columbia Corporation on behalf of said corporation.

_____
Notary Public in and for the State of Texas

My Commission Expires:

Angela Williams
Printed Name of Notary

ANGELA WILLIAMS
Notary Public, State of Texas
Comm. Expires 02-07-2021
Notary ID 125190354

**METES AND BOUNDS DESCRIPTION**
**11.74 ACRES OF LAND IN SECTION 51 OF THE**
**H.T.&B. RR. Co. SURVEY, ABSTRACT No. 288,**
**BRAZORIA COUNTY, TEXAS**
**(SIERRA VISTA SEC 1)**

**BEING** 11.74 acres of land situated in Section 51 of the H.T.&B. RR. Co. Survey, Abstract No. 288, Brazoria County, Texas, being a part of that certain 108.402 acre tract of land described in the deed to Land Tejas Sterling Lakes South, L.L.C. recorded in Brazoria County Clerks File No. 2016056950, Official Public Records of Brazoria County, Texas, being a part of Lots 603, 604, 610, 611 and 612 of Emigration Land Company Plat of Sections 50, 51, & 56 H.T.&B. and of 2, 3, & 4 L.&N., a subdivision recorded in Volume 2, Page 113, Plat Records of Brazoria County, Texas, said 11.74 acre tract is described by metes and bounds as follows:

**COMMENCING** at a 5/8 inch "Cotton Surveying" plastic capped iron rod found on the proposed south right-of-way line of County Road No. 56 (future Meridiana Parkway – width varies), said capped iron rod being the northwest corner of that certain 4.606 acre tract of land described in the deed to Land Tejas Sterling Lakes South, L.L.C. recorded in Brazoria County Clerks File No. 2016014449, Official Public Records of Brazoria County, Texas; THENCE, South 87 degrees 16 minutes 24 seconds West, along the proposed south right-of-way line of said County Road No. 56, 327.96 feet to a 5/8 inch "Jones-Carter" plastic capped iron rod found at the beginning of a tangent curve to the left whose radius is 25.00 feet, said capped iron rod being the POINT OF BEGINNING of this tract herein described;

**THENCE,** in a southwesterly direction along said curve through a central angle of 89 degrees 58 minutes 41 seconds, 39.26 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** South 02 degrees 42 minutes 17 seconds East, 330.09 feet to a found 5/8 inch "Cotton Surveying" plastic capped iron rod;

**THENCE,** North 87 degrees 16 minutes 24 seconds East, at 353.09 feet passing a 5/8 inch "Jones-Carter" plastic capped iron rod found for the southwest corner of said 4.606 acre tract, continuing along the south line of said 4.606 acre tract, in all a total distance of 509.17 feet to a found 5/8 inch "Cotton Surveying" plastic capped iron rod found, from which a found 5/8 inch "Jones-Carter" plastic capped iron rod bears North 87 degrees 16 minutes 24 seconds East, 388.54 feet;

**THENCE,** South 02 degrees 51 minutes 13 seconds East, 320.31 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** North 87 degrees 08 minutes 47 seconds East, 326.77 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod, from which a found 5/8 inch "Jones-Carter" plastic capped iron rod bears North 87 degrees 08 minutes 47 seconds East, 60.93 feet;

**THENCE,** South 16 degrees 28 minutes 28 seconds East, 215.57 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 03 degrees 24 minutes 13 seconds West, 93.92 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** North 85 degrees 39 minutes 31 seconds West, 127.00 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod set at the beginning of a non-tangent curve to the right whose radius is 1,808.00 feet and whose radius point bears North 85 degrees 39 minutes 31 seconds West;

**THENCE,** in a southerly direction along said curve through a central angle of 01 degrees 20 minutes 30 seconds, 42.34 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** North 84 degrees 19 minutes 01 seconds West, 60.00 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 87 degrees 08 minutes 47 seconds West, 615.54 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** North 65 degrees 21 minutes 40 seconds West, 60.00 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** North 24 degrees 38 minutes 20 seconds East, 15.37 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** North 65 degrees 21 minutes 40 seconds West, 172.68 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod set at the beginning of a non-tangent curve to the left whose radius is 730.00 feet and whose radius point bears North 61 degrees 07 minutes 01 seconds West;

**THENCE,** in a northerly direction along said curve through a central angle of 06 degrees 47 minutes 27 seconds, 86.52 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod set at the beginning of a tangent curve to the right whose radius is 5,000.00 feet;

**THENCE,** in a northerly direction along said curve through a central angle of 00 degrees 46 minutes 09 seconds, 67.12 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod set at the beginning of a tangent curve to the left whose radius is 600.00 feet;

**THENCE,** in a northerly direction along said curve through a central angle of 21 degrees 29 minutes 49 seconds, 225.12 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 87 degrees 17 minutes 43 seconds West, 98.49 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod set on a west line of said 108.402 acre tract, from said capped iron rod a found 5/8 inch “Cotton Surveying” plastic capped iron rod bears South 02 degrees 42 minutes 17 seconds East, 37.27 feet;

**THENCE,** North 02 degrees 42 minutes 17 seconds West, along a west line of said 108.402 acre tract, 497.44 feet to a 5/8 inch “Cotton Surveying” plastic capped iron rod found at the beginning of a tangent curve to the left whose radius is 25.00 feet;

**THENCE,** in a northwesterly direction along a west line of said 108.402 acre tract and along said curve through a central angle of 90 degrees 01 minutes 19 seconds, 39.28 feet to a 5/8 inch “Cotton Surveying” plastic capped iron rod found on the proposed south right-of-way line of said County Road No. 56, said capped iron rod being a northwest corner of said 108.402 acre tract;

**THENCE,** North 87 degrees 16 minutes 24 seconds East, along the proposed south right-of-way line of said County Road No. 56, 150.00 feet to the POINT OF BEGINNING and containing 11.74 acres of land.

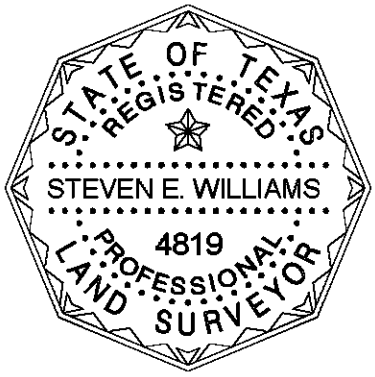
The bearings herein were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204), NAD 83 CORS adjustment. The distances herein are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.99986213

This description was prepared in conjunction with surveys made on the ground in December of 2016, January and February of 2017 and with the plat of Sierra Vista Sec 1 dated March 9, 2017.

March 9, 2017

By: **BASELINE CORPORATION**
TBPLS Firm No. 10030200

Steve E. Williams, RPLS
Texas Registration No. 4819



**METES AND BOUNDS DESCRIPTION**
**66.59 ACRES OF LAND IN SECTION 51 OF THE**
**H.T.&B. RR. Co. SURVEY, ABSTRACT No. 288,**
**BRAZORIA COUNTY, TEXAS**
**(SIERRA VISTA SEC 2)**

**BEING** 66.59 acres of land situated in Section 51 of the H.T.&B. RR. Co. Survey, Abstract No. 288, Brazoria County, Texas, being a part of that certain 108.402 acre tract of land described in the deed to Land Tejas Sterling Lakes South, L.L.C. recorded in Brazoria County Clerks File No. 2016056950, Official Public Records of Brazoria County, Texas, being portions of Lots 603, 604, 611, 612, 613, 614, 617, 619, 628, 629 and 630, together with all of Lot 618, together with a portion of an 80 acre unnumbered Lot, together with portions of two 40 foot wide unnamed and unimproved roads, all of the Emigration Land Company Plat of Sections 50, 51, & 56 H.T.&B. and of 2, 3, & 4 L.&N., a subdivision recorded in Volume 2, Page 113, Plat Records of Brazoria County, Texas, said 66.59 acre tract is described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch "Cotton Surveying" plastic capped iron rod found for a southeast corner of said 108.402 acre tract, the southwest corner of that certain 10.00 acre tract of land described in the deed to Benjamin K. Barnes recorded in Brazoria County Clerk's File No. 2012033266, Official Public Records of Brazoria County, Texas, the northwest corner of that certain 10 acre tract of land described in the deed to Nam D. Huynh and Hoa Kim Huynh recorded in Brazoria County Clerk's File No. 02-052746, Official Public Records of Brazoria County, Texas and the northeast corner of that certain 11.00 acre tract of land described in the deed to Nam Huynh and wife Kim Huynh recorded in Brazoria County Clerk's File No. 03-002172, Official Public Records of Brazoria County, Texas;

**THENCE,** South 87 degrees 16 minutes 10 seconds West, along a south line of said 108.402 acre tract and along the north line of said 11.00 acre tract, 181.81 feet to a 5/8 inch "Jones-Carter" plastic capped iron rod found for the northwest corner of said 11.00 acre tract and for a re-entrant corner of said 108.402 acre tract;

**THENCE,** South 02 degrees 42 minutes 27 seconds East, along an east line of said 108.402 acre tract and along the west line of said 11.00 acre tract, 2,644.54 feet to a Mag Nail found in the center of County Road No. 64 (60 feet wide), said Mag Nail being the most southerly southeast corner of said 108.402 acre tract and the southwest corner of said 11.00 acre tract;

**THENCE,** South 87 degrees 19 minutes 45 seconds West, along the center of said County Road No. 64 and along the south line of said 108.402 acre tract, 161.81 feet to a Mag Nail with Shiner stamped "Cotton Surveying" found for the most southerly southwest corner of said 108.402 acre tract, from which another Mag Nail with Shiner stamped "Cotton Surveying" found for the southwest corner of that certain 68.95 acre tract of land designated as Tract III and described in the deed to McAlister Opportunity Fund 2012, L.P. recorded in Brazoria County Clerks File No. 2013060096, Official Public Records of Brazoria County Texas bears South 87 degrees 19 minutes 45 seconds West, 976.04 feet;

**THENCE,** North 02 degrees 48 minutes 04 seconds West, along a west line of said 108.402 acre tract, 60.00 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** North 87 degrees 19 minutes 45 seconds East, 51.48 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod set at the beginning of a non-tangent curve to the right whose radius is 25.00 feet and whose radius point bears North 02 degrees 40 minutes 15 seconds West;

**THENCE,** in a northwesterly direction along said curve through a central angle of 85 degrees 55 minutes 20 seconds, 37.49 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod set at the beginning of a tangent curve to the left whose radius is 330.00 feet;

**THENCE,** in a northerly direction along said curve through a central angle of 14 degrees 42 minutes 57 seconds 84.76 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** North 21 degrees 27 minutes 52 seconds West, 31.34 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod set on a west line of said 108.402 acre tract;

**THENCE,** North 02 degrees 48 minutes 04 seconds West, along a west line of said 108.402 acre tract, 2,464.46 feet to a 5/8 inch "Jones-Carter" plastic capped iron rod found for a re-entrant corner of said 108.402 acre tract;

**THENCE,** South 87 degrees 21 minutes 39 seconds West, along a southeast line of said 108.402 acre tract, 347.99 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** South 47 degrees 18 minutes 37 seconds West, along a southeast line of said 108.402 acre tract, 60.00 feet to a 5/8 inch "Jones-Carter" plastic capped iron rod found at the beginning of a non-tangent curve to the left whose radius is 720.00 feet and whose radius point bears South 47 degrees 18 minutes 37 seconds West;

**THENCE,** in a northwesterly direction along a southwest line of said 108.402 acre tract and along said curve through a central angle of 02 degrees 42 minutes 13 seconds, 33.97 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** North 45 degrees 23 minutes 36 seconds West, along a southwest line of said 108.402 acre tract, 58.78 feet to a 5/8 inch "Jones-Carter" plastic capped iron rod found for a re-entrant corner of said 108.402 acre tract;

**THENCE,** South 44 degrees 36 minutes 24 seconds West, along a southeast line of said 108.402 acre tract, 15.00 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** South 74 degrees 48 minutes 08 seconds West, along a southeast line of said 108.402 acre tract, 168.67 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod, from which a found 5/8 inch "Jones-Carter" plastic capped iron rod bears North 74 degrees 42 minutes East, 5.1 feet;

**THENCE,** South 87 degrees 16 minutes 10 seconds West, along a south line of said 108.402 acre tract, passing the most easterly northeast corner of that certain 29.80 acre tract of land described in the deed to Myles Anthony and Cynthia Anthony recorded in Brazoria County Clerks File No. 2012057949, Official Public Records of Brazoria County, Texas, continuing along a south line of said 108.402 acre tract and along a north line of said 29.80 acre tract, in all a total distance of 660.08 feet to a 5/8 inch "IDS" plastic capped iron rod found for a southwest corner of said 108.402 acre tract and for a re-entrant corner of said 29.80 acre tract;

**THENCE,** North 02 degrees 44 minutes 50 seconds West, along a west line of said 108.402 acre tract and along an east line of said 29.80 acre tract, passing the most northerly northeast corner of said 29.80 acre tract, which is the southeast corner of that certain 8.999 acre tract of land described in the deed to Siraj Jalali and Zakia Jalali recorded in Brazoria County Clerks File No. 2012057388, Official Public Records of Brazoria County, Texas, continuing along a west line of said 108.402 acre tract and along the east line of said 8.999 acre tract, in all a total distance of 909.70 feet to a 5/8 inch "IDS" plastic capped iron rod found for the northeast corner of said 8.999 acre tract and for a re-entrant corner of said 108.402 acre tract;

**THENCE,** South 87 degrees 15 minutes 10 seconds West, along a south line of said 108.402 acre tract and along the north line of said 8.999 acre tract, 19.61 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** North 02 degrees 44 minutes 50 seconds West, 127.00 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 87 degrees 15 minutes 10 seconds West, 9.27 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** North 02 degrees 44 minutes 50 seconds West, 620.96 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod set on a north line of said 108.402 acre tract;

**THENCE,** North 87 degrees 15 minutes 10 seconds East, along a north line of said 108.402 acre tract, 122.84 feet to a 5/8 inch "Jones-Carter" plastic capped iron rod found at the beginning of a non-tangent curve to the right whose radius is 50.00 feet and whose radius point bears South 56 degrees 13 minutes 36 seconds East;

**THENCE,** in an easterly direction along a north line of said 108.402 acre tract and along said curve through a central angle of 108 degrees 52 minutes 14 seconds, 95.01 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** North 52 degrees 38 minutes 39 seconds East, along a northwest line of said 108.402 acre tract, 20.00 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** North 87 degrees 15 minutes 10 seconds East, along a north line of said 108.402 acre tract, 104.70 feet to a 5/8 inch "Jones-Carter" plastic capped iron rod found for a northeast corner of said 108.402 acre tract;

**THENCE,** South 02 degrees 36 minutes 20 seconds East, 145.00 feet to a 5/8 inch "Jones-Carter" plastic capped iron rod found for a re-entrant corner of said 108.402 acre tract;

**THENCE,** North 87 degrees 15 minutes 10 seconds East, 209.84 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** South 82 degrees 36 minutes 25 seconds East, along a north line of said 108.402 acre tract, 66.82 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** South 74 degrees 24 minutes 30 seconds East, along a north line of said 108.402 acre tract, 66.28 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 67 degrees 13 minutes 30 seconds East, along a north line of said 108.402 acre tract, 132.26 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** South 30 degrees 35 minutes 28 seconds East, along a northeast line of said 108.402 acre tract, 151.33 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** South 47 degrees 30 minutes 41 seconds East, along a northeast line of said 108.402 acre tract, 43.40 feet to a 5/8 inch "Jones-Carter" plastic capped iron rod found at the beginning of a non-tangent curve to the right whose radius is 780.00 feet and whose radius point bears South 47 degrees 30 minutes 41 seconds East, said capped iron rod being a re-entrant corner of said 108.402 acre tract;

**THENCE,** in a northeasterly direction along a northwest line of said 108.402 acre tract and along said curve through a central angle of 20 degrees 03 minutes 11 seconds, 272.99 feet to a found 5/8 inch "Jones-Carter" plastic capped iron rod;

**THENCE,** North 62 degrees 32 minutes 30 seconds East, along a northwest line of said 108.402 acre tract, 146.60 feet to a 5/8 inch "Jones-Carter" plastic capped iron rod found at the beginning of a tangent curve to the left whose radius is 670.00 feet;

**THENCE,** in a northeasterly direction along a northwest line of said 108.402 acre tract and along said curve through a central angle of 31 degrees 41 minutes 21 seconds, 370.56 feet to a 5/8 inch "Jones-Carter" plastic capped iron rod found at the beginning of a non-tangent curve to the left whose radius is 547.89 feet and whose radius point bears North 59 degrees 04 minutes 51 seconds West;

**THENCE,** in a northerly direction along a northwest line of said 108.402 acre tract and along said curve through a central angle of 33 degrees 41 minutes 26 seconds, 322.16 feet to a found 5/8 inch "Cotton Surveying" plastic capped iron rod;

**THENCE,** North 02 degrees 42 minutes 17 seconds West, along a west line of said 108.402 acre tract, 37.27 feet to a found 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** North 87 degrees 17 minutes 43 seconds East, 98.49 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod found at the beginning of a non-tangent curve to the right whose radius is 600.00 feet and whose radius point bears North 88 degrees 38 minutes 09 seconds West;

**THENCE,** in a southerly direction along said curve through a central angle of 21 degrees 29 minutes 49 seconds, 225.12 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod found at the beginning of a tangent curve to the left whose radius is 5,000.00 feet;

**THENCE,** in a southwesterly direction along said curve through a central angle of 00 degrees 46 minutes 09 seconds, 67.12 feet to a 5/8 inch "Baseline Corp." plastic capped iron rod found at the beginning of a tangent curve to the right whose radius is 730.00 feet;

**THENCE,** in a southwesterly direction along said curve through a central angle of 20 degrees 31 minutes 29 seconds, 261.51 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 47 degrees 22 minutes 59 seconds East, 89.42 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 08 degrees 44 minutes 47 seconds West, 80.22 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 02 degrees 23 minutes 12 seconds East, 80.24 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 13 degrees 39 minutes 23 seconds East, 80.29 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 25 degrees 27 minutes 18 seconds East, 80.27 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 36 degrees 24 minutes 43 seconds East, 80.22 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 47 degrees 22 minutes 07 seconds East, 80.27 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE,** South 59 degrees 19 minutes 26 seconds East, 2.68 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

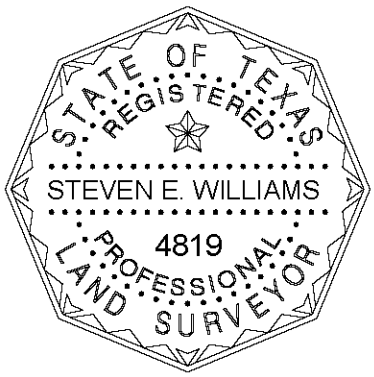
**THENCE,** South 02 degrees 44 minutes 50 seconds East, at 413.42 feet passing a 5/8 inch iron rod with illegible plastic cap found for a re-entrant corner of said 108.402 acre tract and the northwest corner of the aforementioned 10.00 acre tract of land described in the deed to Benjamin K. Barnes recorded in Brazoria County Clerks File No. 2012033266, Official Public Records of Brazoria County, Texas, continuing along the west line of said Barnes tract and along an east line of said 108.402 acre tract, in all a total distance of 1,073.42 feet to the POINT OF BEGINNING and containing 66.59 acres of land.

The bearings herein were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204), NAD 83 CORS adjustment. The distances herein are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.99986213

This description was prepared in conjunction with surveys made on the ground in December of 2016, January and February of 2017 and with the plat of Sierra Vista Sec 2 dated May 3, 2017.

Revised May 5, 2017

By: **BASELINE CORPORATION**
TBPLS Firm No. 10030200




Steve E. Williams, RPLS
Texas Registration No. 4819

# FILED and RECORDED

Instrument Number: 2017049777

Filing and Recording Date: 10/10/2017 02:17:38 PM Pages: 78 Recording Fee: $330.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.


Joyce Hudman, County Clerk
Brazoria County, Texas

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

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-juanita