

“_____ SUBDIVISION” a Subdivision to the City of _____, Orange County, Texas (the “Subdivision” or the “Addition”), in accordance with the Final Plat of said Subdivision prepared by _____ Surveyors & Engineers and to be approved by the necessary public entities of Orange County and filed for record in the Map Records of the County Clerk of Orange County, Texas (the “Plat”);

WHEREAS, Declarant desires to (i) dedicate the easements for utilities (water, sewer and drainage) across the Lots in the Subdivision, and as otherwise reflected on the Plat; (ii) reserve in favor of itself, the Association and/or a public entity having applicable jurisdiction in Orange County, Texas certain easements on and across the Lots in the Subdivision; and (iii) impose the protective and restrictive covenants set forth later herein on the Lots and on Reserve “A” (the “Common Area”) in the Subdivision; and ***(NOTE: This section is substantially required.)***

WHEREAS, Declarant intends to comply with certain requirements of the Orange County Drainage District for the Property's Drainage Plan (as defined below) providing for the proper and regular maintenance of certain Detention Facilities (as defined below) and which include the following additional requirements: (a) the formation of a mandatory property owner's association (the "Association" as further defined below) for all purchasers and/or Owners of lots in the subdivision and certain requirements for the Bylaws of said Association as further set forth herein, and (b) the dedication of a sufficient detention/drainage easement to the public and public entities of Orange County, Texas, and (c) the conveyance to the Association by Declarant of the property which consists of the Detention Facilities and including an adequate right-of-way for the performance of the maintenance activities, and (d) provide enforcement authority by the Association and/or any Owner(s) to ensure compliance of such maintenance responsibilities and related financial obligations; ***(NOTE: This section is substantially required.)***

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Declarant hereby adopts the Plat of the Subdivision and hereby dedicates the easements for streets, utilities and storm drainage as reflected upon the Plat, and hereby imposes on the Lots in the Subdivision the basic restrictions set forth on the Plat. ***(NOTE: This section is substantially required.)***

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Lots in the Subdivision, and for the purpose of providing for the orderly development, use and enjoyment of the Lots in the Subdivision, Declarant hereby declares that all of the Land in the Subdivision shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions hereinafter set forth, which shall constitute covenants running with the Land and shall be binding upon all parties having any right, title or interest in the Land, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns. ***(NOTE: This section is substantially required.)***

ARTICLE I DEFINITIONS

NOTE: The language and definitions in this section are required; however, additional definitions may be added.

Section 1. “Act” shall mean as applicable, the provisions of the Texas Property Code, Title 11, and any amendments thereto, collectively and individually, and the Texas Local Government Code, Title 7, Chapter 212, et seq.

Section 2. “Additional Land” shall mean real property which may be, following the recordation of this Declaration, added to the Land or Property and subjected to this Declaration by Supplemental Declaration approved by the District, in one or more additional phases of the Subdivision during the Development Period in compliance with the Texas Local Government and Property Codes through the process of a replat, amendment and/or new plat for such lands approved by the appropriate governmental authorities, and as well, the submission of a supplemental, amended or new Drainage Plan, to the District as may be required and approved by the District.

Section 3. “Architectural Reviewer” shall mean the Board-appointed Architectural Control Committee.

Section 4. “Articles of Incorporation” or “Articles” shall mean the Articles of Incorporation of the Association, as filed with the Texas Secretary of State, as amended from time to time.

Section 5. "Assessments" shall mean a regular assessment, special assessment, or other amount a Lot Owner is required to pay to the Association under this Declaration or by law.

Section 6. “Association” and/or the “HOA” shall mean and refer to SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Texas Non-Profit Corporation, and its successors and assigns.

Section 7. “Board” shall mean the Board of Directors of the Association.

Section 8. “Builder” (or “Homebuilder”) shall mean any Person, other than Declarant or a Declarant Affiliate, who purchases: (i) one (1) or more Lots for the purpose of construction Improvements for later sale to consumers, or (ii) parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such Person’s business. A Builder ceases to be a “Builder” as to a particular Lot if the Builder (or a Person authorized by Builder) occupies improvements constructed on that Lot as a residence; the Builder’s status as a “Builder” continues with respect to any other: (a) Lots purchased for the purpose of constructing Improvements for later sale to consumers and which do not have improvements constructed thereon occupied by a Person as a residence, or (b) parcels of land purchased within the Property for further subdivision, development, and/or resale in the ordinary course of such Person’s business and which do not have improvements constructed thereon which are occupied by a Person as a residence.

Section 9. “Bylaws” shall mean the Bylaws of the Association, as legally amended from time to time.

Section 10. “Common Area” means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by the Declarant for the benefit of the Association or its Members. Common Area includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public. Common Area, without limitation, includes all drainage improvements

and the Detention Facilities now or hereafter placed, constructed, installed or located on the Property which are for the common benefit of the Owners and Property.

Section 11. "Conversion Date" shall mean and refer to the date that all Lots in the Subdivision are sold to Owners other than Declarant and Homebuilders or an earlier date determined by Declarant, when the Development Period will expire and the Members are entitled to elect all members of the Board as provided in Article III, Section 2(c).

Section 12. "County" shall mean the County of Orange, State of Texas.

Section 13. "Declarant" shall mean and refer to _____ LLC, a Texas limited liability company (an individual, or out-of-state entity that is registered with the Texas Secretary of State and authorized to do business in the State of Texas), its successors and assigns. However, as used in this paragraph, the term "assigns" shall not be construed to mean, refer to or include any person or entity which shall acquire from _____ LLC, a Texas limited liability company one (1) or more of the Lots in the Subdivision, whether improved or unimproved, for occupancy or resale, unless _____ LLC, a Texas limited liability company, or its successor, expressly assigns to such assignee all of its rights and obligations as "Declarant" under this Declaration in a form acceptable to the District and to be filed in the official records of Orange County. Declarant's assignment of one or more Lots in the Subdivision, whether improved or unimproved, for occupancy or resale, which does not expressly include all rights and obligations of the Declarant pursuant to this Declaration in a form acceptable to the District, does not relieve Declarant of its obligations and responsibilities set forth in this Declaration.

Section 14. "Declarant Affiliate" shall mean a Person (other than Declarant) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control, with Declarant. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Declarant, whether through the ownership of voting securities, by contract or otherwise as provided pursuant to Texas law and such Declarant Affiliate shall be jointly and severally responsible together with Declarant for the obligations and responsibilities set forth in this Declaration.

Section 15. "Dedictory Instruments" shall mean each document governing the establishment, maintenance or operation of the subdivision, including the Declaration, Supplemental and/or Amended Declaration, the Association Bylaws, or similar instruments governing the administration or operation of the Association, and all lawful amendments thereof which Dedictory Instruments must be provided to the District prior to filing in the official records and approved by the District in writing.

Section 16. "Detention Facilities" ("Detention Facility") shall mean a pond or other storage facilities for the temporary storage of storm water runoff to be discharged to a receiving ditch or outfall at a lower rate so that downstream areas and surrounding properties are not adversely impacted by increases in peak flows or water surface elevation. The term "Detention Facilities" include all intake and discharge culverts and ditches, related maintenance berms and right of way, pilot channels, and drainage ditches and/or underground pipes that lead from the Detention Facilities to the drainage ditches or other drainage outfall within or outside of the Subdivision. The location of the Detention Facilities is shown and designated on the final plat of the Subdivision filed, or to be filed in the public records of Orange County, Texas.

Section 17. "Development Period" shall mean the period of time from the filing of this Declaration until the last Lot in the Subdivision is sold to anyone other than a Homebuilder, or such earlier date as provided in Article III, Section 2(b)(ii), wherein Declarant reserves (i) the right to facilitate the development, construction, and marketing of the subdivision; and (ii) a right to direct the size, shape, and composition of the Subdivision.

Section 18. "District" shall mean and refer to the Orange County Drainage District, a governmental and public subdivision of the State of Texas and which has established certain requirements for the Drainage Plan for the Subdivision as authorized by the provisions of the Texas Water Code including requirements for the installation, maintenance, repair, replacement and/or rebuild of the Detention Facilities set forth in the Subdivision's Dedicatory Instruments approved by the District.

Section 19. "Drainage Plan" shall mean generally, the design and proposed construction of the drainage system and drainage infrastructure for the Subdivision which consist of the Detention Facilities and related components, as required and approved by the District for mitigation of flood and storm waters for the protection of health, safety and public welfare, as may be amended or modified from time to time with the written approval of the District.

Section 20. "Governing Authority" shall mean as applicable the following: (a) The United States of America, and an agency of the federal government, (b) the State of Texas, (c) any political subdivision or agency of the State of Texas, (d) any county, municipality, tribunal, instrumentality or court having jurisdiction over _____ or any of the uses that may be made of Lots or other portions of _____, and (e) the District.

Section 21. "Lot" shall mean any designated parcel of land shown upon the final official recorded plat of the Subdivision, including any improvements thereof, except for the Common Areas and "Reserve A".

Section 22. "Member" shall mean and refer to each and every person or entity who holds membership in the Association and which is mandatory, to include all present Owners and subsequent purchasers of all Lots in the Subdivision, as further provided herein in this Declaration.

Section 23. "Mortgage", "Deed of Trust" or "Trust Deed" shall mean and refer to a pledge of a security interest in or the creation of a lien upon a Lot (or Lots), together with any improvements thereon, to secure repayment of a loan made to the Owner(s) of such Lot or Lots (or made to another, but secured by such Lot or Lots).

Section 24. "Mortgagee" or "Lienholder" shall mean and refer to the beneficial owner of, or secured party in, a Mortgage on a Lot or Lots.

Section 25. "Notice of Approved Plat, Supplemental Declaration and Drainage Plan for Additional Lands Added to the Subdivision" shall mean a notice filed by Declarant in the Deed Records of Orange County, Texas for the subdivision providing notice that a Declarant during the Development Period submitted and obtained approval of an amended plat, replat or new plat from the applicable governing authorities adding additional lands to the subdivision and has submitted and obtained approval from the District of the Supplemental

Declaration and as well, any amended or new Drainage Plan pertaining to such additional lands as may be required.

Section 26. “Notice of Association’s Ratification and Acceptance of Supplemental Declaration adding Additional Lands to Subdivision” shall mean a written resolution of the Association’s Board of Directors, authorized by a majority vote of the directors, ratifying and accepting a Supplemental Declaration adding Additional Lands to be included in the Subdivision and as well, setting forth the record owners of any and all fee simple Lots thereof, as Owners entitled to Membership in the Association, filed in the Deed Records of Orange County, Texas, for the Subdivision on or before the Conversion Date.

Section 27. “Owner” shall mean and refer to the record owner or personal representative thereof, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Subdivision, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

Section 28. “Person” shall mean any natural person, corporation, limited liability company, partnership, trustee, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority, government or any agency or political subdivision of a Governmental Authority, or any other form of entity.

Section 29. “Plat” shall mean a recorded subdivision plat of any portion of the Property, and any amendments thereto.

Section 30. “Property” and “Subdivision” shall mean and include the Land described in the preamble to this Declaration together with all Additional Land, and includes every Lot, and any Common Area and Reserve thereon and all improvements, easements, rights, and appurtenances to the said Common Area and Reserve, all of which are subject to this Declaration. The Common Area, together with all improvements, easements, rights, and appurtenances to the said Common Area also has the meaning of association property. Whenever a situation arises where it is necessary or otherwise relevant to identify the Property, the Property at the time of such identification will include: (a) the Land described in the preamble to this Declaration; (b) all Additional Land added to the Property at that time of such identification of the Property as permitted in Article II, Section 2; and (c) every Lot, and any Common Area and Reserve thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area and Reserve, as of the time of such determination. All references to Property in this Declaration will always be interpreted as including the Additional Land added to the Property at that time of such identification of the Property as permitted in Article I, Section 2.

Section 31. “Reserve A” shall mean and refer to that certain _____ acre tract labeled and depicted as such on the recorded plat, or plat to be recorded (including all drainage improvements and the Detention Facilities now or hereafter placed, constructed, installed or located thereon) for the common benefit of the Owners and title thereto shall be vested in the Association. Reserve “A” as used herein. Reserve “A” is a Common Area as defined herein; however Declarant’s development rights are restricted to drainage use and the construction, maintenance, repair, replacement and/or rebuild of the Detention Facilities as set forth in the Drainage Plan and the Dedicatory Instruments.

Section 32. “Subdivision” shall mean and refer to the subdivided real property hereinbefore described, and may include one or more phases during the Development Period whereby Declarant is permitted to add Additional Lands to the Subdivision pursuant to a Supplemental Declaration subject to the required approvals of the applicable governing authority, including the District as provided in this Declaration.

Section 33. “Supplemental Declaration” shall mean and refer to any supplemental or amended Declaration of covenants, conditions and restrictions bringing Additional Land within the scheme of this Declaration and within the jurisdiction of the Association, subject to the approval by the District and as well, the District’s approval of a required amended or supplemental Drainage Plan pursuant to the District’s Drainage Criteria Manual and Guidelines.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

NOTE: The language in this Article II is required.

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is designated as “_____ SUBDIVISION”, a Subdivision to the City of _____, County of Orange, State of Texas as shown and reflected upon the Plat of the Subdivision, which property may be sometimes referred to herein as the “Existing Property” or “_____ SUBDIVISION.”

Section 2. Additional Property. Declarant may add additional property to the Subdivision during the Development Period by Supplemental Declaration for Additional Land as herein set forth in this Declaration. After the Conversion Date, additional property may be added to the Subdivision and subject to the jurisdiction of the Association through extension or modification of the Declaration as set forth in the Property Code and subject to the requirements of the Texas Residential Property Owners Protection Act and in compliance with the platting requirements of the Local Government Code.

ARTICLE III REQUIREMENTS APPLICABLE TO THE ASSOCIATION BYLAWS CONCERNING MEMBERSHIP, VOTING RIGHTS, BOARD OF DIRECTORS AND DETENTION FACILITIES

NOTE: This Article can be revised to reflect the preferences of the Developer, provided that any such revisions do not lessen the obligations of the Association or its members to maintain the Detention Facilities in accordance with this Declaration and the Association Bylaws approved by the District, and further providing that any such revisions are consistent with the Property Code and the Texas Residential Property Owners Protection Act.

Section 1. Membership and Voting Rights. Every Owner of a Lot, including Declarant or its successors, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The Association shall have two (2) classes of voting membership:

- (a) CLASS A. The Class A Members shall be all Owners with the exception of the Declarant. After the Conversion Date, Declarant shall also become a Class A Member to the extent Declarant is the Owner of a Lot or Lots.

- (b) CLASS B. The Class B Members shall be the Declarant. The Class B Membership of Declarant shall cease and become converted to Class A Membership upon occurrence of the earlier of the following (the "Conversion Date):
 - (i) once all of the ____ Lots have been sold; or
 - (ii) Such earlier date as may be established by Declarant in a supplemental Declaration to be recorded by Declarant.
- (c) Until the Conversion Date, except as provided in Section 2(b) below, the Class A Members shall not be entitled to vote (except as provided for the levying of Special Assessments for capital improvements under Article V. Section 4 of the Declaration and amendments to the Declaration under Article XII. Section 6 therein). The Class B Members shall be entitled to one (1) vote for each lot in which it holds the interest required for membership.
- (d) From and after the Conversion Date (and at any time with respect to votes pertaining to Special Assessments for capital improvements and amendments to the Declaration), each Class A Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for Association membership. Where more than one person or entity holds such interest in any Lot, all such persons collectively shall be a single Member, and the vote for such Member shall be exercised as the several parties shall determine among themselves, provided however, that in the aggregate no more than one (1) vote shall be cast with respect to each Lot owned. If a member owns a Lot and in addition thereto owns a fraction of another Lot, then such Member's vote will be increased by the percentage in which that Member's interest bears to the total Lot. For example, if a Member owns one Lot and one-half of another Lot, then that Member will be entitled to 1.5 votes.
- (e) The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or the Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

Section 2. Board of Directors. The Association Bylaws shall provide that the affairs of the Association shall be managed by the Board of Directors.

- (a) The number of Directors shall be three (3), provided, however, that the number of Directors may be increased and decreased by amendment of the Bylaws, but the number of directors shall never be less than three (3). Directors may or may not be Members of the Association during the Development Period.
- (b) On or before the 120th day after the date that seventy-five percent (75%) of the lots that may be created and made subject to the Declaration are conveyed to owners other than a declarant or a builder in the business of constructing homes who purchased the Lots from the Declarant for the purpose of selling completed homes built on such Lots, at least one-third (1/3) of the board members must be elected by Owners other than the Declarant.

- (c) At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the existing directors will resign and the Members will elect three (3) new directors to replace the existing board; however board Members previously elected in accordance with Section 2(b) may seek re-election to the board.

Section 3. Detention Facilities. The Bylaws of the Association shall provide with regard to the maintenance of such Detention Facilities the following additional requirements:
(Note: The language of this Section 3 is required.)

- (a) the Association shall be responsible for the operation, maintenance, repair, replacement and/or rebuild requirements for the Detention Facilities;
- (b) that Declarant during the Development Period, and the Owners for the duration of the Subdivision, are jointly and severally responsible and liable for the maintenance, repair, replacement and/or rebuild of the Detention Facilities and as further set forth in the said Bylaws;
- (c) an initial monthly assessment in an amount to be paid by each Owner pro rata per Lot to provide for the required maintenance activities of such Detention Facilities and as needed, special assessments;
- (d) the monthly assessments may not be terminated, though they may be increased in the future as may be necessary for the proper and regular maintenance activities required for the Detention Facilities;
- (e) neither the Association nor the Members and/or Owners shall have the authority to terminate or abolish the Detention Facilities, which shall remain fully operational for the duration of the Subdivision for the benefit of the Owners of the Lots in the Subdivision.
- (f) should the Association and/or the Owner fail or refuse to perform the necessary maintenance of the Detention Facilities as required by the Drainage Plan, a public entity having drainage jurisdiction may in its sole discretion determine to enter upon such public easement and perform maintenance and/or improvements, and the Association and each of the Members and/or Owners shall be legally responsible and liable for such public entity's reasonable costs and expenses and such public entity shall have the right to enforce and collect such costs and expenses from the Association and/or the Owners both in an action for damages and/or in equity for injunctive relief; and, it shall not be prerequisite to the granting of any such injunctive relief that there be any showing that irreparable damage or harm will result if such injunctive relief is not granted; rather, that irreparable damage or harm shall be presumed. In addition to the reasonable costs and expenses related to providing such maintenance on improvements such public entity shall also be entitled to recover costs of court and reasonable attorney's fees. As an additional remedy such public entity shall be entitled to file a lien on Subdivision property as allowed by law for its costs and expenses in performing the maintenance, repair,

replacement and/or rebuild which should have been performed by Association and the Members;

- (g) the Association shall maintain in place at all times an adequate policy of liability insurance with regard to the Detention Facilities, shall pay all local property taxes, and as stated perform the required maintenance of the Detention Facilities; and
- (h) following the selection of a President or Representative for the Association, Owners will be provided with any change in the payee or location to send payments. These obligations are for compliance with the Drainage Plan approved by the District for the Subdivision.

ARTICLE IV ASSESSMENTS

NOTE: This Article can be revised to reflect the preferences of the Developer, provided that any such revisions do not lessen the obligations of the HOA or its members to maintain the Detention Facilities in accordance with this Declaration and the HOA Bylaws approved by the District, and further providing that any such revisions are consistent with Texas law.

Section 1. Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it in the Subdivision, hereby covenants, and each Owner of a Lot in the Subdivision is hereby deemed to covenant by acceptance of Owner's deed for such Lot, whether or not it shall be so expressed in Owner's deed, to pay to the Association (i) monthly assessments and (ii) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien of each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien of each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligations of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successor in title to such person or persons unless expressly assumed by them.

Section 2. Purpose of Monthly Assessments. The monthly assessment levied by the Association shall be used exclusively: (i) to promote the health, safety, and welfare of the residents in the Subdivision; and (ii) for the improvement and maintenance of Reserve "A", the Detention Facilities located thereon. Monthly assessments shall include, and the Association shall acquire and pay for out of the funds derived from monthly assessments, the following:

- (a) Maintenance and repair of the Detention Facilities and Reserve "A";
- (b) Maintenance and repair of water, sewer, storm drainage and other utility lines in or serving Reserve "A";
- (c) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitee, tenants and contract purchaser of any Owner, arising out of their occupancy, use and/or operation of the Detention Facility. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;

- (d) Workmen's compensation insurance to the extent necessary to comply with applicable laws, and any other insurance deemed necessary by the Association;
- (e) Any other materials, supplies, labor, services, maintenance, repairs, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Association, for the benefit of Lot owners, or for the enforcement of these restrictions;
- (f) Cost of water, electricity and other utility services, if any, for Reserve "A";
- (g) Taxes and assessments levied by any taxing authorities on Reserve "A" and premiums for insurance maintained by the Association, including (i) fire and extended coverage insurance on any insurable improvements on Reserve "A", together with any equipment, fixtures or other personal property of the Association located on Reserve "A", and (ii) liability insurance in favor of the Association, including premises liability coverage on Reserve "A";
- (h) Any expenses which the Association is required to incur or pay pursuant to the terms of this Declaration or the Bylaws, or which shall be necessary or proper in the opinion of the Association, for (i) the administration of the affairs of the Association, (ii) the performance of the duties of the Association, or (iii) the enforcement of the provisions of this Declaration, the Bylaws of the Association or any rules and regulations of the Association; and
- (j) Any other costs or expenses which shall be determined by a vote of the Members, from time to time, to be a common expense of the Association.

Section 3. Monthly Assessments. Each Owner will be required to pay \$____.00 per month as the initial monthly assessment. These monthly payments are to be made payable to _____ LLC and sent to the following address by the last day of the month:

Insert Address

All powers and duties concerning assessments shall rest with and be vested in the Board of Directors of the Association. Owners will be provided with any change in the payee or location to send payments. As provided in the By-Laws for the Association, the sole power and authority to alter, further fix and levy the regular monthly assessments shall rest exclusively with the Board of Directors of the Association. When the same are determined and fixed as therein provided, same shall be final, conclusive and binding upon each Owner, his heirs, personal representatives, successors and assigns, including contract purchasers.

Section 4. Special Assessments for Capital Improvements. In addition to the regular monthly assessments authorized and provided for above, the Association may fix and levy, in any assessment year, a special assessment applicable to that year only for the purpose of paying the costs of construction, reconstruction, repair or replacement of any capital improvement on the Common Area. Any such special assessment, before becoming effective and a binding obligation of the Owners, must be approved by a two-thirds (2/3rds) vote of each class of Members who are voting, either in person or by proxy, at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Action Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 above shall be sent to all members not less than ten (10) days, nor more than sixty (60) days, in advance of such meeting. Such notice shall state that the purpose (or one of the purposes) of the meeting is to vote upon a special assessment, specifying the purpose of the proposed special assessment. At the first such meeting called, the presence of Members, either in person or by proxy, entitled to cast fifty percent (50%) or more of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at such second meeting shall be one-half ($\frac{1}{2}$) of the required quorum for the first meeting. No such second meeting shall be held more than sixty (60) days after the first called meeting.

Section 6. Uniform Rate of Assessment. Except as provided below in this Section, regular monthly assessments and special assessments for capital improvements (but not the additional Lot assessments provided for later herein) must be fixed at a uniform rate for all Lots in the Subdivision. Where two (2) or more adjacent platted Lots, or one (1) platted Lot and a portion of an adjacent platted Lot, have been combined and consolidated into a single Lot, such resulting Lot shall be assessed (for regular monthly assessment and special assessment for capital improvement purposes) on the basis of the number of platted Lots constituting the resulting Lot. By way of example, a consolidated Lot consisting of two (2) platted Lots will be assessed two hundred percent (200%) of the regular monthly assessment or special assessment for capital improvements fixed for a single platted Lot.

Section 7. Collection of Regular Monthly Assessments and Special Assessments. The regular monthly assessment shall be collected by the Association as determined by the Board of Directors of the Association from time to time. Special assessments for capital improvements shall be collected on such basis as shall be determined by the vote of the membership in approving the establishment and levy of such special assessments.

Section 8. Notice of Regular Monthly Assessments. Upon a person or entity becoming the Owner of a Lot in the Subdivision (and upon notification of such fact given to the Association), it shall be the duty of the Association to notify such new Owner of the regular monthly assessment charged upon his/her Lot (in the same manner as notice is given to those Owners owning Lots as of the commencement of any monthly assessment period). The failure to give written notice to any Owner, as herein required, shall not in any manner exempt or relieve such Owner from his obligation to pay the regular monthly assessment on his Lot or Lots, but such Owner shall not be in default for failure to pay his regular monthly assessment (on the due date or dates thereof) until notice of such regular monthly assessment is given to such Owner in the manner herein provided.

Each Owner (including Declarant) covenants and agrees to give written notice to the Association upon the sale or transfer by such Owner of his/her Lot, including the name and mailing address of the Lot purchaser(s) and the date upon which the sale or transfer was or will be affected.

Section 9. Limited Exemption from Regular Monthly Assessments. Notwithstanding anything herein to the contrary, Declarant shall not be liable for or obligated to pay regular monthly assessments on any unimproved Lot, nor on any improved Lot until thirty (30) days after improvements have been substantially completed thereon. Further, notwithstanding anything herein to the contrary, a Builder (as that term is hereinafter defined) shall not be liable for or obligated to pay regular monthly assessments on any Lot owned by such

Builder until the earliest of (i) the substantial completion of improvements thereon, (ii) the conveyance by such Builder of the Lot (except a reconveyance to Declarant), or (iii) one hundred eighty (180) days after such Builder has acquired record title to such Lot. For the purposes of this paragraph, the term “Builder” shall be construed to mean a person or entity who shall purchase or acquire from Declarant one (1) or more unimproved Lots for the purpose of construction of improvements thereon for sale to the public.

Section 10. Date of Commencement of Regular Monthly Assessments. The regular monthly assessments provided for above in this Article shall commence as to each Lot on the first (1st) day of the calendar month next following:

- (a) The conveyance of a Lot by Declarant to an Owner (other than a Builder);
- (b) Thirty (30) days following the substantial completion of improvements upon a Lot owned by Declarant; or
- (c) With respect to a Lot conveyed by Declarant to Builder, the earlier of (i) the substantial completion improvements thereon, (ii) the conveyance by the Builder of such Lot (except for a reconveyance to Declarant), or (iii) one hundred eighty (180) days after the Builder has acquired record title to such Lot.

Section 11. Certification of Payment of Assessments. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on any specified Lot have been paid. A properly executed certificate as to the status of assessments on a particular Lot shall be conclusive and binding upon the Association as of the date thereof as to any and all persons or entities relying thereon (other than the Owner of such Lot). The Association may establish and collect a reasonable charge for the issuance of such certificates.

Section 12. Effect of Nonpayment of Assessments; Remedies of Association.
(Note: This Section 12 is substantially required.)

- (a) Any assessment (of whatever kind or character, whether a regular monthly assessment, special assessment for capital improvements, or additional Lot assessment) not paid within ten (10) days of the due date thereof shall be delinquent. Any delinquent assessment shall bear interest from the due date thereof at the rate of eighteen percent (18%) per annum. All unpaid assessments, together with interest thereon as provided above, shall constitute a lien upon the Lot (together with all improvements thereon) against which the unpaid assessments were levied by the Association. To evidence such lien, the Association may, but is not required to, prepare and file for record in the office of the County Clerk of Orange County, Texas, a written notice, signed by an officer of the Association, setting forth the amount of the unpaid assessments, the name of the Lot Owner, and a description of the Lot upon which such assessments are unpaid.
- (b) The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien upon such Lot in the manner hereinafter provided. No Owner may exempt himself or otherwise escape liability for the assessments herein provided by abandoning his/her Lot or in any other manner. Suit to recover a money judgment against a defaulting Owner shall be maintainable without foreclosing or waiving the lien securing the assessments owing by such defaulting Owner.

- (c) The assessment lien may be enforced by the Association by judicial proceedings or non-judicial proceedings (pursuant to the provisions of Section 13 below) to foreclose the lien on the defaulting Owner's Lot (including all improvements thereon) in like manner as a mortgage (with a power of sale) on real property upon the recording of a notice of lien, as provided in Subsection (a) above. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including (in the case of a non-judicial foreclosure) a trustee's fee equal to five percent (5%) of the gross sales proceeds, the costs of preparing and filing the notice of lien, and all other expenses of foreclosure, including reasonable attorney's fees. The Association shall have the power to bid on the Lot at foreclosure sale (whether judicial or non-judicial) and to acquire and hold, lease, mortgage or convey the same.

Section 13. Nonjudicial Foreclosure of Lien. To secure and enforce the payment of all assessments provided for in this Declaration, together with all interest accrued or accruing thereon and attorney's fees and other costs reasonably incurred by the Association in collecting the same, and for the auxiliary and cumulative enforcement of said lien, and in consideration of the sum of \$1.00 to Declarant in hand paid by the Trustee hereinafter named, and for the further consideration of the uses, purposes and trusts hereinafter set forth, Declarant has granted, sold, and conveyed, and by these presents does grant, sell, and convey unto _____, Trustee, of Orange County, Texas, whose address is _____, and any substitute or successor trustee appointed hereunder, each of the Lots in the Subdivision, to have and to hold the said Lots unto the said Trustee, and to his substitutes or successors forever. Declarant does hereby bind itself, its successors and assigns, to warrant and forever defend the Lots unto the said Trustee, his substitutes, successors and assigns forever, against the claim or claims of all persons claiming or to claim the same, or any part thereof, subject to any superior liens, for and upon the following trusts, terms, covenants, and agreements, to-wit:

- (a) This conveyance, however, is made in trust to secure the payment of all assessments provided for in this Declaration (whether now owed or hereafter ever accruing to the Association). Should Declarant, its successors and assigns, make full payment of the assessments hereby secured as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect.
- (b) In the event, however, of default in the payment of any assessment hereby secured, in accordance with the terms of this Declaration, it shall thereupon, or at any time thereafter, be the duty of the Trustee or his successor or substitute, at the request of the Association (which request is hereby conclusively presumed), to enforce this trust against the Lot against which the assessment is due and owing in the manner provided in § 51.002 of the Texas Property Code, as then amended; and after giving notice and advertising the sale as provided in said § 51.002 (but without any other action than is required by said § 51.002 as then amended) and otherwise complying with that statute, the Trustee shall sell the Lot (including any improvements thereon) at public sale as provided in said § 51.002 and make due conveyance to the purchaser or purchasers thereof, with covenants of general warranty binding upon the then Owner of such Lot and such Owner's heirs, executors, administrators and successors.
- (c) Out of the money arising from such sale, the Trustee acting shall first pay all expenses of advertising said sale and making the conveyance (including a Trustee's

fee of 5% of the gross sales proceeds), and then to the Association the full amount of assessments owing, together with interest thereon, and reasonable attorney's fees, rendering the balance of the sale price, if any, to the Owner of said unit prior to such sale, his heirs or assigns, or to such other person as may be legally entitled thereto. The recitals in the conveyance to the purchaser or purchasers of such Lot shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Owner of such Lot prior to such sale, his heirs, executors, administrators, successors and assigns.

- (d) It is agreed that in the event foreclosure should be commenced by the Trustee, or his substitute or successor, the Association, as beneficiary hereunder, may at any time before the sale of the Lot direct the abandonment of the sale and may then institute suit for the collection of the assessments, interest and collection costs then owing to the Association, and, at the election of the Association, for judicial foreclosure of the assessment lien. It is further agreed that if the Trustee should institute suit for collection and for judicial foreclosure of the assessment lien, the Association may, at any time prior to the entry of a final judgment in said suit, dismiss the same and require the Trustee, or his substitute or successor, to sell the Lot against which the assessment is then-owing in accordance with the provisions of this Section 13.
- (e) In case of the absence, resignation, death, inability, failure or refusal of the Trustee herein named or of any substitute trustee appointed hereunder to act, or in the event that the Association shall deem it desirable to remove without cause the Trustee or any substitute trustee and appoint another to execute this trust, then in any of such events, the Association shall have the right and is hereby authorized and empowered to appoint a successor and substitute without any formality other than an appointment and designation in writing; and this appointment shall vest in him, as substitute or successor trustee, the estate and title in and to all said Lots, and he shall thereupon hold, possess, and execute all the rights, title, powers and duties herein conferred upon the Trustee named herein. The right to appoint a successor or substitute trustee shall exist as often and whenever from any of said causes any trustee, original or substitute, cannot or will not act, resigns, or has been removed without cause.
- (f) The exercise or attempted exercise of the power of sale herein contained shall not exhaust the power of sale and shall not prevent any subsequent exercise thereof.
- (g) The Association, as beneficiary hereunder, if it is the highest bidder, shall have the right to purchase at any sale of a Lot pursuant hereto and to have the amount for which such Lot is sold credited against the indebtedness then owing on such Lot to the Association.
- (h) It is especially agreed that in the event of a foreclosure under the powers granted herein, the person in possession of the Lot sold shall thereupon become a tenant at will of the purchaser or purchasers at the foreclosure sale. Should such tenant then refuse to surrender possession of the Lot upon demand, the purchaser or purchasers shall be entitled to institute and maintain a statutory action for forcible detainer of said Lot in the justice of the peace court for the justice precinct in which the Lot is situated. The bringing of an action for forcible detainer shall not preclude

the bringing of any other action for the possession of said Lot, and the bringing of one character of action shall not preclude the other and same may be exercised separately or simultaneously.

Section 14. Subordination of Assessment Lien to Mortgages. The assessment lien herein provided shall be and remain subordinate to the lien of any perfected First Mortgage. A “First Mortgage” is defined as a Mortgage which has first and paramount priority under law. A sale or transfer of a Lot shall not affect the lien thereon. However, the sale of a Lot pursuant to the foreclosure of a First Mortgage or any proceeding in lieu thereof shall extinguish the assessment lien as to unpaid charges which accrued prior to such foreclosure sale or transfer in lieu thereof. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due and payable or from the lien thereof. The holder of any First Mortgage shall be entitled, upon written request made to the Association, to written notification from the Association of any default by such holder’s mortgagor (or grantor under a Deed of Trust or Trust Deed) in any obligation under this Declaration or the Bylaws of the Association which is not cured within sixty (60) days from the date upon which such default occurred. Any Mortgagee holding a First Mortgage on a Lot may pay any unpaid assessment payable with respect to such Lot, and upon such payment such Mortgagee shall have a lien on such Lot for the amounts paid to the Association of the same rank as the lien of its Mortgage.

Section 15. Additional Lot Assessments. Separately and apart from the regular monthly assessments and special assessments provided for above in this Article, the Association shall have the right to make a special assessment against any Lot Owner and his Lot for the costs incurred by the Association in:

- (a) Making any repairs or replacements, or in performing any maintenance (other than lawn mowing or other lawn maintenance), which an Owner, although otherwise obligated to make or perform under this Declaration, fails to make or perform within thirty (30) days after the Association has given such Owner written notice specifying the repairs or replacements to be made or maintenance to be performed by the Owner;
- (b) Performing any lawn mowing or maintenance which an Owner, although otherwise obligated to perform under this Declaration, fails to perform within three (3) days after the Association has given such Owner written notice specifying the lawn mowing or other lawn maintenance to be performed by the Owner; or
- (c) Enforcing compliance by an Owner with any covenants, limitations, prohibitions or restrictions contained in this Declaration or the Bylaws of the Association or any rules or regulations adopted by the Association, where any such non-compliance continues for more than ten (10) days after the Association has given such Owner written notice specifying such non-compliance; plus an administrative charge equal to the greater of (i) twenty-five percent (25%) of the costs incurred by the Association in performing the obligations of the non-performing Owner or in enforcing compliance by the non-complying Owner, or (ii) the sum of \$25.00.

Section 16. Levy and Collection of Additional Lot Assessments. Any additional Lot assessment shall be fixed and levied by the Association, and written notice thereof shall be given to the owner of the Lot against which assessment is made. Such notice shall specify the nature and amount of the additional Lot assessment and the date upon which the same shall be due and payable (which due date shall be not less than 10 days from the date of such notice).

Collection of any such additional Lot assessment shall be made in the same manner as the regular monthly assessments provided for herein, and a lien therefor shall exist in favor of the Association upon the Lot (together with the improvements thereon) of the Owner against whom the assessment is made.

Section 17. Acceptance of Lot Subject to Lien. Each Owner, by acceptance of a deed to a Lot, (a) accepts such Lot subject to and encumbered with the assessment lien (with power of sale) set forth above herein, (b) grants and confirms to the Association a contractual lien upon his Lot (together with all improvements thereon) to secure all assessments then or thereafter made against such Lot, and (c) expressly vests in the Association or its agents the right and power to bring all actions against such defaulting Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for foreclosure and enforcement of such lien, including, without limitation, non-judicial foreclosure pursuant to the provisions of Section 13 above.

Section 18. Books and Records. Proper books and records shall be kept by the Association with respect to all assessments made by the Association, and each Owner shall at all reasonable times have access to such books and records. The books and records shall be kept in such a manner as to separately identify the assessments and payments thereof on each Lot in the Subdivision. No payment made on any individual assessment account shall be transferred or credited to another account without the express written consent of the party making such payment.

Section 19. Applicability of Texas Property Code. The foregoing provisions concerning enforcement of assessments are expressly subject to Chapter 209 of the Texas Property Code and the Texas Residential Property Owners Protection Act, as amended from time to time.

ARTICLE V OWNER'S OBLIGATION TO REPAIR, MAINTAIN AND REBUILD

Section 1. Owner's Obligation to Repair and Maintain Residence. Each owner, shall, at Owner's sole cost and expense, perform such repairs and maintenance as shall be required to keep Owner's residence in a condition comparable to the condition of such residence at the time of its initial construction, excepting only ordinary wear and tear. Additionally, each Owner shall maintain Owner's yard area and all sidewalks, and driveways on Owner's Lot. In the event an Owner shall fail or refuse to make such repairs or perform such maintenance, and such failure or refusal shall continue for more than forty-five (45) days from delivery of written notice from the Association to the Owner (or, if more than one (1) Owner, to any of them) specifying the maintenance or repairs required to be made, the Association may, at its election, cause such maintenance and repairs to be performed. The costs of making or performing such maintenance and repairs shall then be an additional assessment to which such Lot is subject and shall be due and payable to the Association in the month next following the delivery to the Owner (or, if more than one (1) Owner, to any of them) of a written itemized statement of costs of such maintenance and repairs. This assessment shall be secured by the same lien or liens and shall be enforceable in the same manner as any other assessment upon the Lot.

Section 2. Owner's Obligation to Rebuild. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to such casualty. Reconstruction will be undertaken within three (3) months after the damage occurs and shall be completed within

twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

Section 3. Owner's Obligation to Maintain, Repair, Replace and/or Rebuild the Detention Facilities.*(NOTE: The language of this Section 3 is required.)* Each Owner shall have a joint and several (individual) obligation(s) with all other Owners of Lots in the Subdivision to maintain, repair, replace and/or rebuild the Detention Facilities as necessary. The Association shall assume the responsibility for the required maintenance of the Detention Facilities, which includes the detention pond(s), all intake and discharge culverts and ditches and/or related drainage conveyance systems, related maintenance berms and right of way, pilot channels, and drainage ditches and/or underground pipes that lead from the Detention Facilities to the drainage ditches or other drainage outfall within or outside of the subdivision. However, a failure of the Association to perform such required maintenance shall not relieve members of his or her joint and several obligations with all other Owners of Lots to perform such required maintenance as described in this Section.

ARTICLE VI ARCHITECTURAL CONTROL

NOTE: This Article can be revised or deleted to reflect the preferences of the Developer, provided that any such revisions do not lessen the obligations of the HOA or its members to maintain the Detention Facilities in accordance with this Declaration and the HOA Bylaws approved by the District, and further providing that any such revisions are consistent with Texas law.

Section 1. General Authority of Architectural Control Committee. No building, fence, wall, screening device, patio, patio enclosure, swimming pool, spa, tennis court, driveway, sidewalk, landscaping or other improvements (of whatever kind or description) shall be commenced, constructed, erected, placed or reconstructed on any Lot in the Subdivision; nor shall any exterior addition to or change or alteration of any structure or improvement on any Lot in the Subdivision be commenced or made; nor shall any exterior repainting or re-roofing involving any change in the exterior color scheme be commenced or performed; until one (1) complete set of plans and specifications therefor (the "Plans") showing: (a) the kind, shape, size, height and exterior color scheme thereof; (b) the location of all improvements, including driveways, sidewalks and off-street parking; (c) utility installations; (d) the kind, nature and quality of materials; (e) finished grade, topography and elevation; and (f) site landscaping; have been submitted to and approved by the Architectural Control Committee (herein called the "Committee") as to: (1) the type and quality of materials; (2) the conformity of the planned improvements with the covenants contained in this Declaration; (3) the harmony of external design (including type, quality and color of roof, exterior materials and color scheme) with other existing or planned structures in the Subdivision; and (4) location of the planned improvements with respect to topography and in relation to other existing or planned structures in the Subdivision. The Plans shall also reflect all driveways and sidewalks serving the Lot, even though same may, in part, extend beyond the perimeter boundaries of the Lot. Plan approval or disapproval shall be as provided in Section 5 below. The Committee may, in its discretion, provide developmental guidelines for site planning, architecture, fencing and landscaping; and if and when such guidelines are provided, they shall be used as the basis for review and approval (or disapproval) of Plans.

Section 2. Composition of Committee. The initial members of the Committee are _____, _____ and _____. If a member of the Committee

ever resigns from the Committee or his/her seat on the Committee becomes vacant for any reason, the Committee shall then be composed of three (3) members from that time forward and the vacancies on the Committee shall be filled as outlined in Article VI, Section 3. The Committee shall have the power to designate a representative (who may or may not be a member of the Committee) to act for the Committee; and upon the designation of such representative by the Committee, such representative shall have the power and authority to do any act or make any decision which the Committee itself could do or make under this Declaration. Neither the Committee nor its authorized representative shall have the right to demand, charge or receive any fee or other compensation as a condition to the examination of any Plans submitted hereunder or for granting approval (or disapproval) thereof.

Section 3. Vacancies and Filling of Vacancies. In the event of the death or resignation of any of the members of the Committee, the remaining members of the Committee (even though less than a majority thereof) may appoint, by written instrument signed by such remaining member(s) and filed for record in the office of the County Clerk of Orange County, Texas, a successor or successors to the Committee. If all the members of the Committee die or resign, then the Declarant (or its successor) shall have the authority to appoint successor members of the Committee; provided, however, if all members of the Committee die or resign, and the Declarant (or its successor) has not appointed successor members within ninety (90) days after the death or resignation of the last of the Committee members, then the Association, shall exercise the authorities herein granted to the Committee. Furthermore, at any time after fifteen (15) years from the date of this Declaration, the Association, by written agreement executed by a majority of the Members of the Association and filed for record in the office of the County Clerk of Orange County, Texas, may (i) change the membership of the Committee; or (ii) withdraw powers and duties from, or restore powers and duties to, the Committee.

Section 4. Term of Committee; Surrender of Authority. The herein granted powers and duties of the Committee shall cease and terminate twenty (20) years after the date of this Declaration, and approval of the Committee shall not be thereafter required, unless, prior to the expiration of said twenty (20) year period, a majority of the Members of the Association shall exercise their right to restore to the Committee its powers and duties under this Declaration in the manner provided in Section 3 above.

Section 5. Manner of Approval. Plan approval or disapproval by the Committee, or its designated representative, as required in this Declaration, shall be in writing and signed by at least one (1) member of the Committee or by its designated representative (if a representative has been appointed to act for the Committee). If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after Plans meeting the requirements of Section 1 of this Article VI have been submitted to it, approval will not be required, and the covenants contained in said Section 1 above shall be deemed to have been fully satisfied. However, the approval or disapproval of Plans by the Committee, or the failure of the Committee to approve or disapprove the Plans within thirty (30) days after the submission thereof, shall in no way authorize any use or improvement of any Lot in violation of any of the other covenants contained in this Declaration, except where the Committee had express authority to grant a waiver or variance from such covenant. Approval of Plans (whether actual or deemed) shall not be valid or effective for more than one hundred twenty (120) days; and if, within one hundred twenty (120) days from Plan approval, construction, reconstruction, addition, change or alteration for which Plan approval was obtained, has not commenced, then the Plans must be resubmitted and approved by the Committee before any such construction, reconstruction, addition, change or alteration may be commenced. There shall be no review of any action of the Committee, except by procedures for injunctive relief when such action is patently arbitrary and

capricious; and under no circumstances shall the Committee, any member of the Committee, or the representative of the Committee be subject to any suit by anyone for damages for any actions, or failures to act, on the part of the Committee, any member of the Committee, or the Committee's representative.

Section 6. No Liability for Plan Approval. Neither the Committee, nor any member or representative thereof, shall be liable to any person or entity under any theory or under any circumstances in connection with the Committee's approval (whether actual or deemed) of any Plans submitted to the Committee for approval, including, without limitation, any liability based upon the soundness of construction or adequacy of plans and specifications, mistake of judgment, negligence or nonfeasance. Neither the Committee, nor any member or representative thereof, shall have any liability to any person or entity by reason of the construction of buildings or the making of other improvements which shall depart from or be at variance with the approved Plans.

Section 7. Not Applicable to Drainage Plan. The Committee shall have no authority concerning the requirements of the District's Drainage Plan for the Detention Facilities and related components for the Subdivision and its proper and regular maintenance, repair, replacement and/or rebuild, which maintenance is the responsibility of the Association and each Member, individually and jointly as set forth in the Declaratory Instruments.

ARTICLE VII MAINTENANCE BY ASSOCIATION

NOTE: *The language of this Article VII is required.*

Section 1. Maintenance of Reserve "A". Reserve "A" contains the Detention Facilities. It shall be the duty and obligation of the Association to maintain, regularly mow, keep clear of all obstructions and debris, repair and maintain in a neat and attractive condition, Reserve "A" and the Detention Facilities. Further, the Association shall maintain and repair all water, sewer, storm drainage and other utility lines in or serving Reserve "A" and the Detention Facilities (which are not dedicated to general public use). A failure of the Association to perform the required maintenance does not relieve any Owner of their joint obligation to ensure that the required maintenance is performed.

ARTICLE VIII USE RESTRICTIONS

NOTE: *The language in this Article VIII, Sections 20 and 25, is required. Otherwise, this Article can be revised to reflect the preferences of the Developer, provided that any such revisions do not lessen the obligations of the HOA or its members to maintain the Detention Facilities pursuant to this Declaration and the HOA Bylaws approved by the District, and further providing that any such revisions are consistent with Texas law.*

Unless otherwise noted, the use restrictions apply to all lots in the Subdivision.

Section 1. Single Family Residential Use. No Lot or building site in the Subdivision shall be used for any purpose except for single family residential purposes. As used in this Declaration, the term "family" shall mean any number of individuals living together as a single housekeeping unit, in which not more than two (2) individuals are unrelated by blood, marriage or adoption. However, at no time may the number of people living in any home exceed the number of bedrooms in the residence times three (3). A bedroom is any room shown and identified on the original plans of the home as a bedroom. However, temporary construction and sales offices may be

placed or constructed on specific Lots in the Subdivision with the prior written approval of the Committee, and provided further that any such office shall be removed not later than the date specified in the Committee's written approval.

Section 2. Permitted Structures. No structure shall be erected on any Lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for at least two (2) cars, which must all be consistent with the other restrictive covenants set forth and contained in this Declaration. Outbuildings, sheds or accessory buildings are permitted, but they must not be visible from the front of the Lot.

Section 3. Construction in Accordance with Plans. All buildings and other improvements shall be constructed or made strictly in accordance with the Plans submitted to and approved by the Committee or its representative, or in strict accordance with Plans submitted to the Committee, but for which no approval is required by reason of the failure of the Committee or its representative to approve or disapprove the same within thirty (30) days after the submission thereof, as provided in Section 5 of Article VI above.

Section 4. Obstruction of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Association.

Section 5. Insurance. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Association. No Owners shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners.

Section 7. Signs. No sign of any kind shall be displayed to public view on any Lot or building except one (1) sign of not more than 8 square feet in area advertising the merits of the property for sale or rent. During the construction and initial sales period of the dwelling units the Builder may use other signs and displays to advertise the merits of the property for sale or rent.

Section 8. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, mobile home, manufactured home, barn or other out buildings shall be used on any Lot at any time as a residence either temporary or permanently; nor shall any used residence or other used structure be moved onto any Lot during the construction and sales period of the initial dwelling units. The Builder may erect and maintain such structures as is customary in connection with such construction and sale of such property, including, but without limitation, storage areas, construction yards, signs, model units and sales offices.

Section 9. Oil and Mining Operation. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot by the Declarant or any subsequent owners deriving title to the property herein.

Section 10. Livestock, Poultry, and Household Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot in the Subdivision, except that dogs,

cats or other household pets, not to exceed five (5) in number for any residence, may be kept provided (i) they are not kept, bred or maintained for any commercial or breeding purpose, (ii) they do not become a nuisance, and (iii) they are not allowed to roam or wander unattended in the Subdivision.

Section 11. Garbage and Refuse Disposal. No Lot or any part of the Common Area shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept screened by adequate planting or fencing so as to conceal them from public view. There is reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal of such materials shall be kept in clean and sanitary condition. Trash cans must be stored behind a fence or garage, shall not be placed out for collection except on trash pickup days only and shall be promptly returned to their storage area after trash is picked up.

Section 12. Sewage Treatment. No sewage treatment system shall be permitted on any Lot.

Section 13. Owner's Maintenance. The Owner shall maintain and keep in repair the following equipment and lines located outside the residence: air conditioning compressor, condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connecting the residence to the sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connecting to the electric utility company's junction box or transformer, electric circuit breakers, and portion of natural gas and/or telephone service lines located on the Lot but not maintained by the gas and/or telephone companies. An Owner shall do no act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners. All owners shall maintain their yards on their property in a neat, clean and orderly fashion.

Section 14. Annoyance. No activity shall be carried on upon any Lot or Common Area which might reasonably be considered as giving annoyance to neighbors or ordinary sensibilities and which might be calculated to reduce the desirability of the Subdivision as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit.

Section 15. Minimum Square Footage Requirements. No dwelling shall be permitted in which the living floor area, excluding open porches and garages) shall be less than one thousand eight hundred square feet (1800).

Section 16. Exterior Construction Materials, Colors and Roofing. Any dwelling and all structures appurtenant thereto constructed on any Lot in the Subdivision shall have the exterior thereof constructed of no less than 50% stone or brick veneer, stucco, or other masonry material. Vinyl siding is permitted, but only on the rear of dwellings. These requirements may be waived by the Architectural Control Committee, or by its duly authorized representative, provided such committee or representative shall expressly approve (in advance of commencement of construction) the substitution of other exterior construction materials which shall, in the sole opinion of the Committee or its representative, not detract from or adversely affect the harmony of external design or appearance of the subject structure or other structures in the Subdivision. Exterior paint colors shall be neutrals to earth tone colors in sole judgment of the Committee. All roofs must be at least a 5/12 pitch or greater unless the Committee approves a lesser pitch. The color of roofs shall also be subject to review and approval of the Committee.

Section 17. Minimum Set Back Lines. Building setback lines are shown and designated on the Plat of the Subdivision.

Section 18. Garage. Garages must be constructed in a manner consistent with the construction of the home, and must be at least a two car garage.

Section 19. Antennas. No antenna or other device for the transmission or reception of “ham radio”, citizen’s band or short wave radio signals be permitted on any Lot. Except as provided below in this Section, no antenna of any type, including, but not limited to, a dish-type satellite signal receiver, shall be erected on any Lot until Plans for the installation and location of such antenna have been submitted to and approved by the Committee in the same manner as for the construction of a residence and other improvements on a Lot. Without the prior submission to and approval by the Committee of Plans for its installation and location, a dish-type satellite signal receiver not exceeding twenty-four inches (24”) in diameter may be installed on a dwelling or other structure on a Lot, provided that it is installed at the rear of the dwelling or other structure and is not visible from the street located in front or at the side of a Lot. Except as provided in the preceding sentence of this Section, the Committee, in its absolute discretion, shall have the right to absolutely refuse the approval of the placement of any such dish-type receiver on any Lot in the Subdivision.

Section 20. Ditches.*(NOTE: The language in this Section 20 is required.)* There shall be and remain properly constructed open ditches on each Lot throughout the Subdivision as originally platted. No ditches shall be covered, including any backfill or covering over culverts to hide the open ditches and draining throughout the Subdivision, unless approved by the District or other applicable governmental entity. In the event of non-compliance with the approved Drainage Plan as shown on the final Plat, the Association and Members, jointly and severally, shall timely undertake all measures necessary to ensure full and prudent compliance therewith.

Section 21. Fences, Walls, Etc.

- (a) No fences shall exceed eight feet (8’) in height. All fences shall be made of wood unless otherwise approved by Architectural Control Committee. The location and construction plans for fences shall be submitted to the Architectural Control Committee. The fence designs and locations must be approved by the Architectural Control Committee at their sole discretion. All fences must be completed within ninety (90) days of the home being occupied.
- (b) No fence, wall, hedge, structure or other improvements (including, without limitation, a swimming pool, tennis court or other recreational facility) shall be constructed, erected, placed, altered or permitted on any Lot except as approved by the Committee in accordance with the earlier provisions of this Declaration. No privacy fence or like screening device shall be located nearer to the front Lot line than the front of the dwelling. No gates to adjoining property shall be permitted unless prior written approval from the Association.

Section 22. Elevation. It is recommended that tops of slabs be no less than 12 inches above tops of street curbs.

Section 23. Driveway Construction. Driveways shall be constructed of concrete and must be a minimum of fourteen feet (14’) in width.

Section 24. Yards.

- (a) The front yard, as well as any side yard visible from the street, or not enclosed by privacy fencing, must be fully sodded, within twelve (12) months of commencement of construction. In no event shall Declarant (or any entity owned or controlled in whole or part by Declarant) be responsible for sodding, landscaping or fencing on any Lot, unless specifically agreeing to do so in writing.
- (b) No exterior Christmas lights or decoration will be erected or displayed on any lot between February 1 and October 31 in a year. Whether exterior lights and decorations constitute Christmas lights or decorations within the meaning of this provision will be determined in the sole judgment of the Architectural Control Committee.
- (c) Any owner of any lot must, prior to construction, maintain the lot, mowing all cleared areas. Should any owner fail to maintain his lot, the Home Owner's Association reserves the right to mow and maintain said lot, the cost of which will be billed by the Association to the owner, and if unpaid, the sum will be deemed a Lien and will be considered an assessment against the property and if unpaid, shall be subject to Article V, Section 8 and 9 hereof.
- (d) All landscaping (including the planting of yard trees) must be approved by the Architectural Control Committee. If landscaping is not approved prior to installation, the Architectural Control Committee can require that it be removed.

Section 25. Drainage. *(NOTE: The language in this Section 25 is required.)* No building will be constructed in such a manner as to allow direct drainage from the roof or any part capable of collecting precipitation onto any property in the Subdivision (including but not limited to streets dedicated herein) other than the lot on which said building is located, and no building or other improvements shall obstruct or otherwise interfere with or impair storm water drainage. All lots must drain to the Street in the front of the lot.

Section 26. No Construction on Less Than a Platted Lot. No dwelling shall be constructed on a building site consisting of less than one (1) platted Lot.

Section 27. Parking or Storage of Boats, Etc. Vehicles may not be parked around the Detention Facilities at all. No boats, trailers, campers, buses, mobile homes, recreational vehicles, trucks (except for pickup trucks or vans having a manufacturer's rated carrying capacity of not more than one [1] ton), or similar vehicles (any of the foregoing being herein referred to as a "Restricted Vehicle") may be parked or stored upon any Lot in the Subdivision on a Permanent Basis (as that term is defined below in this Section) except wholly within an enclosed back yard, side yard, or an enclosed garage; nor may any Restricted Vehicle be parked or allowed to remain on a Permanent Basis on any street in the Subdivision. Further, no Restricted Vehicle shall be parked or left unattended around the Detention Pond area of the Subdivision, whether or not on a Permanent Basis. A "Permanent Basis", as that term is used herein, shall mean any period or periods in excess of twenty-four (24) consecutive hours, or periods in excess of eight (8) consecutive hours on three (3) or more successive days. No commercial trucks, vans, tractor-trailers or trailers (any of the foregoing being herein referred to as a "Commercial Vehicle") shall be parked or left unattended on any Lot or in street in the Subdivision, except for the limited time period(s) during which the owner or operator of the Commercial Vehicle is (a) making deliveries to the Declarant, the Association or a Lot Owner (or to their respective employees, agents, representatives or contractors), or (b)

performing maintenance, repairs or construction on a Lot for the Declarant, the Association or a Lot Owner (or for their respective employees, agents, representatives or contractors). As used in this Section, the term “commercial trucks, vans, tractor-trailers or trailers” means any truck or van having a manufacturer’s rated carrying capacity of more than one (1) ton, truck-tractor, tractor-trailer or trailer that is owned, leased or operated for commercial purposes and bears some indicia (whether by way of a sign, logo, color scheme or distinctive markings) that it is owned, leased or operated for commercial purposes, including any such vehicle that is owned, leased to or operated by the Owner of a Lot in the Subdivision. Further, no boat, trailer, truck, automobile, camping or recreational vehicle, or any other vehicle may be parked upon the street overnight for more than twenty-four (24) hours. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, drive, driveway or yard. Garage doors must be kept closed when not in use.

Section 28. Conflict Between Ordinances and Restrictions. In the event of any conflict between the restrictions contained in this Declaration and any ordinances, laws, rules or regulations of municipal or other governmental authorities having jurisdiction over the Subdivision or the construction of improvements therein, then such ordinances, laws, rules and regulations shall control; except, however, that if the restrictions contained herein are in any respect more restrictive than such ordinances, laws, rules or regulations, then the restrictions contained herein shall control.

Section 29. Garage Sales. Garage sales shall be limited to once per year on a date to be set by the Association.

ARTICLE IX EASEMENTS

NOTE: Article IX Sections 1 and 2 are substantially required.

Section 1. Blanket Easements. An easement over and upon every Lot and all of Reserve “A” and the Common Area of the Subdivision is hereby granted to all police, fire protection, ambulance, garbage and trash collection vehicles and personnel to enter thereon in the performance of their duties. Further, a like easements is herewith granted to the Association, its representatives, agents and employees, to enter in and upon to cross any Lot and the Common Area of the Subdivision for the purpose of performing the duties of maintenance and repair herein provided.

Section 2. Other Easements.

- (a) Easements for installation and maintenance of utilities and drainage facilities are shown and designated as such on the recorded Subdivision Plat and are hereby dedicated to public use by Declarant. Within the utility or drainage easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage or drainage facilities in the easement.
- (b) No dwelling unit or other structure of any kind (except as hereinafter provided) shall be built, erected or maintained on any such easement, reservation or right-of-way, and any such easement reservations and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its agents, employees

and contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved. Easements for underground utilities may be crossed by walkways and driveways, provided that there are prior arrangements made for such crossings with the utility company or municipal agency furnishing service therein, and provided further that Declarant or any utility company or municipal agency furnishing service therein or using the easement shall not be liable for any damage done by them, their agents, employees, or contractors to such walkways and driveways in the course of installing, maintaining or removing utility lines and appurtenances thereto within such easements.

Section 3. Blanket Utility Easement. There is hereby reserved upon each Lot in the Subdivision a blanket ten foot (10') wide utility easement in favor of any franchised public electric utility company for the purpose of installing, operating and maintaining electric utility service to the residence constructed on that Lot.

Section 4. Additional Rights of Declarant. Declarant shall have the right to place, erect, construct, maintain and utilize (either for itself or its authorized agents and brokers) a "sales" office or signage on any Lot in the Subdivision during the period of Declarant's ownership of such Lot, as may be determined, from time to time, by the Declarant in its sole discretion. The right reserved by Declarant in this Section shall be in addition to the right to use, with the prior consent of the Architectural Control Committee, Lots in the Subdivision for "sales" and "construction" offices, as provided in Section 1 of Article IX of this Declaration.

ARTICLE X

OWNER'S OBLIGATION TO MAINTAIN, REPAIR, REPLACE AND/OR REBUILD DETENTION FACILITIES REQUIRED BY THE DRAINAGE PLAN

NOTE: The language in this Article X is required.

Section 1. Owner's Obligation to Maintain, Repair, Replace and/or Rebuild. The Detention Facilities include the detention pond(s), all intake and discharge culverts and ditches, and/or other drainage conveyance systems, related maintenance berms and right of way, pilot channels, and drainage ditches and/or underground pipes that lead from the Detention Facilities to the drainage ditches or other drainage outfall within or outside of the subdivision. Each Owner, jointly and severally, at his or her sole cost and expense, shall be responsible to maintain the Detention Facilities, including, but not limited to the performance of the following maintenance activities on a regular basis: mowing, slope repairs, removal of accumulated sediments, and repairs to intake and discharge structures and regular inspections.

Section 2. Location of Detention Facilities. The location of the Detention Facilities and related easement(s) for installation and maintenance, repair, replacement and/or rebuild of said Drainage Facilities are set forth on the Plat to be approved. Specifically, the Detention Facilities include, but are not limited to the Storm Water Detention Pond on the Plat to be approved.

Section 3. Drainage Plan as Covenant. Notwithstanding anything stated herein to the contrary, the requirements of the Drainage Plan approved by the District for the Detention Facilities and its proper and regular maintenance as herein provided shall be applicable for all

Lots, shall be considered as covenants running with the land, and shall remain in force for the duration of the subdivision.

ARTICLE XI ADDITION AND WITHDRAWAL OF LAND

NOTE: Article XI is optional.

Section 1. Addition of Land. Declarant may, at any time and from time to time during the Development Period, add Additional Lands to the Property pursuant to the procedures set forth herein in this Declaration and restated as follows:

- (a) Prepare a written Supplemental Declaration to add such Additional Land pursuant to the procedures set forth in this Declaration and provide to the District for review and approval prior to filing same in the official records of the county;
- (b) Obtain from the Board by majority vote the resolution accepting and ratifying the Supplemental Declaration;
- (c) Following approval by the District, file in the Official Public Records of Orange County, Texas, such amended or Supplemental Declaration bringing such Additional Lands within the scheme of this Declaration and the jurisdiction of the Association;
- (d) File in the Official Public Records of Orange County, Texas, the Notice of Approved Plat, Supplemental Declaration and Drainage Plan for the Additional Lands Added to the Subdivision, with written notice to the District;
- (e) Obtain approval from the District and any other appropriate Governing Authority of a restated and/or amended plat identifying and depicting such Additional Lands and file in the official records of the county; and
- (f) File in the Official Public Records of Orange County, Texas, the Notice of Approved Plat, Supplemental Declaration and Drainage Plan for the Additional Lands Added to the Subdivision, with written notice to the District.

Upon the Recording of the foregoing notices and written notice to the District, such Additional Lands will be considered part of the Property subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such Additional Lands as with respect to the Property originally covered by this Declaration.

Section 2. Withdrawal of Land. During the Development Period, by Supplemental Declaration approved by the District Declarant may, at any time and from time to time, reduce or withdraw from the Property, and remove and exclude from the burden of this Declaration and the jurisdiction of the Association any portion of the Property provided such withdrawal does not impair the Drainage Plan approved by the District and/or the operation and maintenance, repair, replacement and/or rebuild of the Detention Facilities and related easements. Upon any such withdrawal and removal this Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Property withdrawn. In

addition to the District's approval of the Supplemental Declaration, Declarant will be required to record a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Declaration, which reference will state the document number or volume and initial page number wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration will no longer apply to the withdrawn land;
- (c) A legal description of the withdrawn land; and
- (d) A written acknowledgement that notice was provided to the District describing the property to be withdrawn and the opinion of a registered, professional engineer that the Drainage Plan and/or the operation of the Detention Facilities and related easements will not be impaired by such withdrawal.

Section 3. Notice of Plat Recordation. During the Development Period, Declarant may file a notice of plat recordation (a “**Notice of Plat Recordation**”) subject to approval of each Governing Authority, as applicable, and the District. A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Declaration after portions of the Property is made subject to a Plat. Unless otherwise provided in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a residential Lot on such Plat with the exception of the Detention Facilities and related easements which shall remain for the duration of the Subdivision, shall be automatically withdrawn from the terms and provisions of this Declaration (without the necessity of complying with the withdrawal provisions set forth in *Section 12.4*) however Declarant must comply with Section 4(iv) above.

ARTICLE XII GENERAL PROVISIONS

NOTE: Article XII is substantially required.

Section 1. Enforcement. In the event of any violation or breach, or attempted violation or breach, of any of the terms or provisions of this Declaration, Declarant, the Association or any Lot Owner shall be authorized to enforce the terms, covenants and restrictions hereof by any proceedings at law or in equity against the person(s) violating or breaching, or attempting to violate or breach, the same, including actions for prohibitive or mandatory injunctive relief; and it shall not be a prerequisite to the granting of any such injunctive relief that there be any showing that irreparable damage or harm will result if such injunctive relief is not granted. Additionally, any person or entity entitled to enforce the terms, covenants or restrictions of this Declaration may recover such damages, both actual and punitive, as such party may show that he or it is entitled by reason of any such violation or breach. In any action for enforcement of the terms, covenants or restrictions hereof, whether for injunctive relief or damages, if the party prosecuting such action is successful, he or it shall be entitled to recover, in addition to any damages awarded, reasonable attorney's fees and all costs of court.

Section 2. Assignment of Declarant's Rights. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, duties and/or obligations under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder, provided that such person or entity has the lawful right and status to accept such

assignment. Absent the assignment of all rights and obligations pursuant to this Declaration and the Drainage Plan to such third party in a form acceptable to the District Declarant retains joint and several responsibility together with such third party assignee for all duties, obligations and responsibilities pursuant to this Declaration and the Drainage Plan.

Section 3. Forbearance Not a Waiver. The forbearance of enforcement of any restriction herein contained for any violation or proposed or attempted violation of any restriction herein contained shall not constitute a waiver of the right of Declarant, the Association or any Owner to thereafter enforce such restriction is to any subsequent violation or proposed or attempted violation.

Section 4. Time for Enforcement. Any action for enforcement of the restrictions or other covenants contained herein shall be commenced within three (3) year after such violation, or attempted violation, began or first occurred, and not thereafter. The term “action” shall include any activity taken in furtherance of the enforcement of the restrictions or other covenants.

Section 5. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 6. Term of Covenants. The covenants and restrictions contained in this Declaration shall be binding for a period of twenty (20) years from the date of this Declaration, and upon the expiration of such twenty (20) year period, such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each.

Section 7. Amendment or Termination of Covenants. This Declaration may be amended, or the covenants and restrictions herein contained may be terminated, in whole or in part as follows:

- (a) During the Development Period, the Declarant may amend this Declaration for the sole purposes of (i) to facilitate the development, construction, and marketing of the Subdivision; or (ii) to direct the size, shape, and composition of the Subdivision, by written instrument executed by Declarant and duly recorded in the office of the County Clerk of Orange County, Texas.
- (b) Other than as provided in subsection (a), during the Development Period, any such amendment or termination shall be affected only by a written instrument signed by the Owners of not less than two-thirds of the Lots in the Subdivision, approved by the District as herein set forth, and duly recorded in the office of the County Clerk of Orange County, Texas.
- (c) This Declaration cannot be amended or revised so as to diminish in any manner the obligations of the Association or its Members to maintain the Detention Facilities in accordance with this Declaration and the HOA Bylaws approved by the District.

Section 8. Successor Declarant. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing in a form approved by the District, signed and acknowledged by Declarant and Successor Declarant, and recorded in the office of the County Clerk of Orange County, Texas. Unless the designation of

Successor Declarant provides otherwise, a Successor Declarant has the rights and obligations of Declarant under this Declaration and may designate further Successor Declarants. However, Declarant remains liable for obligations and matters which occurred prior to such effective designation unless such successor Declarant specifically assumes and accepts all such liability in said written designation approved by the District.

Section 9. Covenant to Provide Notice and Seek Approval of the District. Declarant and all owners of Lots in the Commercial Subdivision, their successors and assigns, acknowledge the District's regulatory authority to receive notice of and to approve any amendment, modification or alteration of any provision or term of the Declaration and/or a Declaratory Instrument, and hereby agree to provide such notice and seek approval of the District regarding any such amendment, modification and/or alteration regarding the Declaration, and such requirement shall also constitute a covenant which runs with the land.

IN WITNESS WHEREOF, Declarant, _____ LLC, a Texas limited liability company, has executed this Declaration on the ____ day of _____, 20__.

LLC, a Texas limited liability company

By: _____
_____, Director

THE STATE OF TEXAS §
 §
COUNTY OF ORANGE §

BEFORE ME, the undersigned authority, on this day personally appeared _____, Director of _____ LLC, a Texas limited liability company, known to me through his Texas Driver's License, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2022.

Notary Public, State of Texas

After recording, return to:
