RP-2019-327798
07/30/2019 ER $260.00

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS FOR

MORGAN'S LANDING

RP-2019-327798

VR

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TABLE OF CONTENTS

ARTICLE I. DEFINITION OF TERMS 6

ARTICLE II. PURPOSE AND INTENT 10

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS 11

A. Property Initially Encumbered 11
B. Annexation of Additional Property 11
C. Deannexation of Property 12

ARTICLE IV. ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND BOARD OF DIRECTORS 12

A. Eligibility 12
B. Membership 12
C. Voting Rights 12
D. Voting Procedures 14
E. Right to Appoint/Elect Board of Directors 14

ARTICLE V. EFFECTIVE DATE OF DECLARATION 14

ARTICLE VI. USE RESTRICTIONS 14

A. Single Family Residential Use Permitted; Leasing 15
B. Non-Permitted Uses 16
C. Animals and Pets 17
D. Antennas 17
E. Basketball Goals and Backboards 18
F. Drilling 18
G. Exterior Seasonal Decorations 18
H. Flags and Flagpoles 18
I. General Nuisances 18
J. Generators 19
K. Monuments and Fences 20
L. Outbuildings 23
M. Outside Storage and Trash Collection 23
N. Parking and Prohibited Vehicles 24
O. Play Structures 25
P. Screening 25
Q. Signs 25
R. Swimming Pools/Spas 27
S. Tree Removal 27
T. Window Air Conditioning Units 27
U. Wind Turbines 28
V. Window Treatments 28

ARTICLE VII. COMMON AREA AND AREA OF COMMON RESPONSIBILITY 28

ARTICLE VIII. NOTICES AND EASEMENTS 30

A. Easements for Green Belt, Pond Maintenance, Flood Water and Other Landscape Reserves 30
B. Natural Conditions 30
C. Easements to Serve Additional Property 31
D. Utilities and General 31
E. Commercial Uses 32
F. Lakes 32
G. Surrounding Uses 33
H. Restricted Reserves 34
I. Detention Tract 35

RP-2019-327798

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J. FLOOD PLAIN 36
K. RECREATION RESERVE 36
L. NEARBY ROADS 38

ARTICLE IX. DEED RESTRICTION ENFORCEMENT 38

A. AUTHORITY TO PROMULGATE RULES, POLICIES, AND GUIDELINES 38
B. ATTORNEY'S FEES AND FINES 38
C. REMEDIES 39
D. ENFORCEMENT BY OWNERS 39
E. SELF HELP 39

ARTICLE X. ARCHITECTURAL RESTRICTIONS 40

A. ARCHITECTURAL REVIEW COMMITTEE - "ARC" 40
B. ARC APPROVAL REQUIRED 41
C. BUILDING SETBACKS 43
D. LANDSCAPING 44
E. GRADING AND DRAINAGE 44
F. TEMPORARY STRUCTURES 44
G. GARAGES 44
H. MINIMUM SQUARE FOOTAGE 45

ARTICLE XI. MAINTENANCE 45

A. GENERAL MAINTENANCE 45
B. LANDSCAPING 45
C. DWELLING AND IMPROVEMENT EXTERIORS 45
D. OTHER HAZARDS 46
E. LIABILITY, COST AND APPROVAL 46
F. CASUALTY LOSSES 46

ARTICLE XII. VARIANCES 47

ARTICLE XIII. LIMITATION OF LIABILITY 47

ARTICLE XIV. ASSESSMENTS 47

A. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS 47
B. ANNUAL ASSESSMENTS 48
1. Purpose 48
2. Creation 49
3. Rate 49
4. Commencement 49
5. Proration 49
6. Levying of the Assessment 50
C. SPECIAL ASSESSMENT 50
D. CAPITALIZATION FEE 51
E. COLLECTION AND REMEDIES FOR ASSESSMENTS 51
F. SUBORDINATION OF THE LIEN TO PURCHASE MONEY MORTGAGES 52
G. NOTICE OF DELINQUENCY 53

ARTICLE XV. MODIFICATION AND TERMINATION OF COVENANTS 53

A. AMENDMENT BY DECLARANT 53
B. AMENDMENT BY OWNERS 54

ARTICLE XVI. ALTERNATE DISPUTE RESOLUTION 54

A. DISPUTE RESOLUTION 55
B. OUTSIDE MEDIATOR 55
C. MEDIATION IS NOT A WAIVER 55

RP-2019-327798

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D. Assessment Collection and Lien Foreclosure 55
E. Term 55

ARTICLE XVII. GENERAL PROVISIONS 56

A. Severability 56
B. Compliance with Laws 56
C. Gender and Number 56
D. Headlines 56
E. Governing Law 56
F. Fines for Violations 56
G. Books and Records 56
H. Notices 57
I. Mergers 57
J. Current Address and Occupants 57
K. Security 57
L. View Impairment 58
M. Video, Data and Communication Service Agreements 58
N. Occupants Bound 58
O. Transfer of Title and Resale Certificate 59
P. Trademark 59
Q. Water Management 59

RP-2019-327798

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MORGAN'S LANDING

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Declaration of Covenants, Conditions and Restrictions for Morgan's Landing, is made on the date hereinafter set forth by Beazer Homes Texas, L.P., a Delaware limited partnership and Taylor Morrison of Texas, Inc., a Texas corporation, hereinafter collectively referred to as the "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situated in Harris County, Texas platted as Morgan's Landing Section One, a subdivision of 4.5700 acres, and also being out of the Richard Pearsall Survey, Abstract 625, according to the map or plat thereof, filed under Clerk's File No. 688574 (the "Section One Plat") in the Plat Records of Harris County, Texas ("Section One"); and

WHEREAS, Declarant is the owner of certain real property situated in Harris County, Texas platted as Morgan's Landing Section Two, a subdivision of 6.9137 acres, and also being out of the Richard Pearsall Survey, Abstract 625, according to the map or plat thereof, filed under Clerk's File No. 688576 (the "Section Two Plat") in the Plat Records of Harris County, Texas ("Section Two"); and

WHEREAS, Declarant is the owner of certain real property situated in Harris County, Texas platted as Morgan's Landing Section Three, a subdivision of 16.1526 acres, and also being out of the Richard Pearsall Survey, Abstract 625, according to the map or plat thereof, filed under Clerk's File No. 688579 (the "Section Three Plat") in the Plat Records of Harris County, Texas ("Section Three"); and

WHEREAS, Declarant is the owner of certain real property situated in Harris County, Texas platted as Morgan's Landing Section Four, a subdivision of 11.0129 acres, and also being out of the Richard Pearsall Survey, Abstract 625, according to the map or plat thereof, filed under Clerk's File No. 688581 (the "Section Four Plat") in the Plat Records of Harris County, Texas ("Section Four"); and

WHEREAS, Declarant is the owner of certain real property situated in Harris County, Texas platted as Morgan's Landing Section Five, a subdivision of 7.6444 acres, and also being out of the Richard Pearsall Survey, Abstract 625, according to the map or plat thereof, filed under Clerk's File No. 688583 (the "Section Five Plat") in the Plat Records of Harris County, Texas ("Section Five"); and

WHEREAS, the Section One Plat, the Section Two Plat, the Section Three Plat, the Section Four Plat, and the Section Five Plat are referred to herein collectively as the "Plats"; and

RP-2019-327798

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WHEREAS, Section One, Section Two, Section Three, Section Four, and Section Five are collectively referred to herein as the "Subdivision," "Property" and/or "Morgan's Landing", which term(s) include additional land as same may be annexed into the Morgan's Landing Subdivision and made subject to this Declaration, as defined hereinafter); and

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

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

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

RP-2019-327798

NOW, THEREFORE, Declarant hereby declares that the Property is subject to the jurisdiction of the Association, and will be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the applicable Assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon said Property and are covenants running with the land and be binding on all parties, now and at anytime hereinafter having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and will inure to the benefit of each Owner of any part of the Property.

The Property is subject to this Declaration, which may be amended and/or supplemented from time to time. Additionally, the Property is subject to the Dedicatory Instruments and the City of La Porte ordinances. If any conflict exists between all or any portion of the Declaration, any Dedicatory Instrument, and any City of La Porte ordinances, the more restrictive provision will control.

ARTICLE I. DEFINITION OF TERMS

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

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A. "ARC" means the Architectural Review Committee established for the Property as set forth in this Declaration.

B. "Area of Common Responsibility" means all of the properties and facilities for which the Association may have responsibility under the Dedicatory Instruments, or for which the Association otherwise agrees to assume responsibility, regardless of who owns them. The Area of Common Responsibility includes all of the Common Area and may, by way if illustration and not limitation, also include Lots or portions of Lots and property dedicated to the public, such as public rights-of-way.

C. "Assessment" means the assessments levied against all Lots pursuant to this Declaration, a Supplemental Amendment or other Dedicatory Instrument, for the purposes set out herein/therein or any other charge authorized by this Declaration or other Dedicatory Instrument.

D. "Association" means one or more non-profit corporations, including its successors, assigns, or replacements, created under the laws of the State of Texas, with the first being the Morgan's Landing Community Association, Inc. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. No more than one such non-profit corporation will be in existence at any one time, provided however, the formation of a sub-association is permitted. The Association is a Texas non-profit corporation that has jurisdiction over all properties located within the Subdivision, as same may be amended from time to time as additional property is annexed into the Subdivision as allowed under this Declaration. For purposes of clarity, when "Association" is used herein, that term includes the authority, rights, remedies and obligations of the nonprofit corporation, and the authority of the Board, as defined herein, to carry out the authority, rights, remedies and obligations of the Association.

E. "Beazer Declarant" means Beazer Homes Texas, L.P., a Delaware limited partnership, including its successors and assigns as same may be evidenced by a written instrument recorded in the Official Public records of Harris County, Texas.

F. "Board" means the Board of Directors of the Association as provided within the Bylaws.

G. "Builder" means an individual or entity that purchases a single or multiple Lots from the Declarant or its affiliates for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. "Builder" does not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or re-constructing or replacing a Dwelling after demolition or destruction, either partial or complete.

H. "Bylaws" mean the Bylaws of the Association, as they may be amended from time to time.

RP-2019-327798

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I. "Class B Membership" collectively means any and all Class B Members. As initially planned, Class B Membership will be comprised of two Class B Members, Beazer Declarant and Taylor Morrison Declarant. In the event that the Class B Membership terminates for one but not all Class B Members, then the term "Class B Membership" will refer to the remaining Class B Member(s).

J. "Common Area" means all real property owned in fee or held in easement, lease, or license by the Association and any improvements thereon, including real property in which it otherwise holds possessory or use rights, for the common use and/or enjoyment of the Owners and includes areas designated by the Declarant to be conveyed by deed or easement to the Association.

K. "Community Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing throughout the Subdivision. Such standards may be defined in the Guidelines or rules and regulations. Such standards may be specifically determined, and modified, by the Board, with the approval of Declarant during the Development Period.

L. "Declarant" collectively means Beazer Declarant and Taylor Morrison Declarant. In the event that either (but not both) Beazer Declarant or Taylor Morrison Declarant no longer owns any portion of the Property or relinquishes all of its retained rights created herein and/or in any other Dedicatory Instrument, then the term "Declarant" will refer to the remaining entity.

M. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Morgan's Landing, which encumbers the Property, and any other property brought under the control of this Declaration, or any Supplemental Amendment, Annexation Agreement and/or amendment thereto.

N. "Dedicatory Instruments" mean each document governing the establishment, maintenance and operation of the Subdivision, including but not limited to the Declaration, Bylaws, Certificate of Formation, and similar instruments governing the administration or operation of the Association, as well as any and all rules, Guidelines and policies, and any supplements or amendments to such documents, enforceable by the Association.

O. "Deed Restriction Violation" means any damage that an Owner or Occupant has caused to the Common Area or a condition on a Lot or an improvement located upon a Lot that does not comply with the terms and conditions of the Dedicatory Instruments covering the appearance, establishment, maintenance, and operation of the Subdivision. Additionally, failure to pay all amounts due and owing on a Lot will also be considered a Deed Restriction Violation.

P. "Development Period" means the period of time that Declarant reserves the right to facilitate the development, construction and marketing of the Subdivision or the right to direct the size, shape and composition of the Subdivision, which retained rights are vested in the Declarant until Declarant no longer owns any portion of the Property or

RP-2019-327798

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such time as Declarant assigns or relinquishes all of its retained rights created herein and/or in any other Dedicatory Instrument.

Q. "Dwelling" means a main residential structure constructed on a Lot or Homesite intended for single-family residential use.

R. "Guidelines" means general, architectural, and/or builder guidelines, and application and review procedures, if any, that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any Lot and/or construction types and aesthetics. There is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines are enforceable by the Board.

S. "Hardscape" includes but is not limited to such items as rocks, landscape timbers, railroad ties, fountains, statuary, sculpture, terracing materials, lawn swings, and yard art.

T. "Homesite" means one or more Lots upon which a single-family Dwelling may be erected subject to this Declaration.

U. "Lot" means a parcel of Property defined as one Lot by the Plats and/or any replat thereof recorded in the Official Public records of Harris County, Texas, and encumbered by this Declaration, and restricted to single-family residential use. Homesites may be comprised of more than one Lot; each such Lot will be subject to the rights and duties of membership in the Association. There will be an Assessment due for each Lot owned as defined by the then-plat of record, subject to the limitations herein. No Lot may be further subdivided and separated into smaller Lots, and no portion less than all of any Lot will be transferred or conveyed. Notwithstanding anything contained herein to the contrary, this definition does not include any Lot for so long as it is being used by Declarant as a model home Lot and/or a sales information center.

V. "Member" means an Owner, as defined in this Article, subject to the provisions set forth in this Declaration.

W. "Member in Good Standing" means (i) Declarant, and (ii) a Member (a) who is not delinquent in the payment of any Assessment against the Member's Lot or any interest, late charges, costs or reasonable attorney's fees added to such Assessment under the provisions of the Dedicatory Instruments or as provided by law, (b) who is not delinquent in payments made pursuant to a payment plan for Assessments, (c) who has not caused damage to the Common Area, (d) who does not have any condition on his Lot which violates any Dedicatory Instrument which has progressed to the stage of a written notice to the Owner of the Owner's right to request a hearing to be held by the Association or its designated committee, or beyond, and which remains unresolved as of the date of determination of the Member's standing, (e) who has not failed to pay any fine levied against the Member and/or the Member's Lot

RP-2019-327798

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pursuant to the Dedicatory Instruments, or (f) who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment. If one Occupant of a particular Dwelling does not qualify as a Member in Good Standing, then all Occupants of such Dwelling will not be considered as Members in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner will not qualify as a Member in Good Standing as to all Lots owned by the Owner.

X. "Occupant" means Owners, residents, tenants, lessees, guests, and invitees of any Lot or Dwelling within the Property for any period of time.

Y. "Outbuildings" mean and refer to structures such as (by way of example and not limitation) storage building(s), shed(s), greenhouse(s), gazebo(s) and shade trellis(es).

Z. "Owner" means an owner of any portion of the Property. Persons or entities holding title only as a lienholder will not be an Owner for purposes of this Declaration.

AA. "Public View" means a condition, structure, item or improvement located on a Lot that is openly visible from or by (i) an individual standing at ground level of at least one neighboring Lot (such neighboring Lot does not have to be adjoining the Lot with any such condition, structure, item or improvement), (ii) a Common Area, or (iii) a street.

BB. "Subdivision," the "Property," and/or "Morgan's Landing" means the Morgan's Landing Subdivision located in Harris County, Texas. As of the date of this Declaration, the Subdivision is more particularly described in the Plats. The Subdivision may be supplemented as additional land is annexed into the Subdivision by the recording of an Annexation Agreement or Supplemental Amendment.

CC. "Supplemental Amendment" or "Annexation Agreement" means an amendment or supplement to this Declaration that subjects additional property to this Declaration and/or imposes, expressly or by reference, additional or different restrictions, assessments and/or obligations on the land described therein. The term also refers to the instrument recorded by the Declarant or the Association pursuant to the provisions of this Declaration to subject additional property to this Declaration.

DD. "Taylor Morrison Declarant" means Taylor Morrison of Texas, Inc., a Texas corporation, including its successors and assigns as same may be evidenced by a written instrument recorded in the Official Public records of Harris County, Texas.

ARTICLE II. PURPOSE AND INTENT

The Subdivision, as initially planned, is intended to be a single-family, residential development that is planned to feature residential uses. This Declaration serves as the means by which design, maintenance and use of the residential Subdivision, and additional property made a part of the Subdivision, will be established. While residential in nature, the Subdivision exists within what will be a larger development which currently is planned to include mixed uses, such

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RP-2019-327798

as by way of illustration and not limitation, commercial and multifamily uses. Any such commercial property may be annexed into the jurisdiction of the Association and may be subject to separate commercial restrictions.

As initially planned, the Subdivision will be developed by two developer entities, Beazer Declarant and Taylor Morrison Declarant. Each of the foregoing entities will retain the Declarant rights established in the Dedicatory Instruments for so long as it owns any portion of the Property or until such time as the entity relinquishes all of its retained rights created herein and/or in any other Dedicatory Instrument. By way of illustration, should Beazer Declarant no longer own any portion of the Property and Taylor Morrison Declarant continues to own a portion of the Property, Taylor Morrison Declarant will continue to retain the Declarant rights established in the Dedicatory Instruments in accordance with same.

As initially planned, Class B Membership will be comprised of two Class B Members, Beazer Declarant and Taylor Morrison Declarant. Each of the foregoing entities will retain the Class B Membership rights in accordance with the Dedicatory Instruments. By way of illustration, should Beazer Declarant no longer own any portion of the Property and Taylor Morrison Declarant continues to own a portion of the Property, Taylor Morrison Declarant will continue to retain Class B Membership rights established in the Dedicatory Instruments in accordance with same.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

RP-2019-327798

A. Property Initially Encumbered

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

B. Annexation of Additional Property

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

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

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C. Deannexation of Property

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

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

A. Eligibility

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

B. Membership

Declarant and every record Owner will be a Member of the Association, excluding therefrom persons or entities holding an interest in the land merely as security for the performance of an obligation (such as a mortgagee, or holder of any other lien against property), unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s).

RP-2019-327798

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

C. Voting Rights

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

1. Class A Membership

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

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

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

2. Class B Membership

Class B Members comprising the Class B Membership are Beazer Declarant and Taylor Morrison Declarant, and any entity upon which Declarant, in its sole discretion, may confer Class B status in the Association. Beazer Declarant and Taylor Morrison Declarant are each entitled to three (3) times the total number of votes allocated to Class A Members.

Class B Membership for Beazer Declarant will terminate upon the earliest to occur of the following:

a. When Beazer Declarant no longer owns any real property within the Morgan's Landing development; or

b. Such time as Beazer Declarant, in its sole discretion, so determines, provided however, that Beazer Declarant may assign its rights in whole or in part, permanent or temporary, at any time.

Class B Membership for Taylor Morrison Declarant will terminate upon the earliest to occur of the following:

a. When Taylor Morrison Declarant no longer owns any real property within the Morgan's Landing development; or

b. Such time as Taylor Morrison Declarant, in its sole discretion, so determines, provided however, that Taylor Morrison Declarant may assign its rights in whole or in part, permanent or temporary, at any time.

Declarant has the continuing right, at any time prior to the termination of Declarant's Class B Membership, without the joinder or consent of any other Owner, entity, lender or other Person, to confer Class B status in the Association on any Owner (with such Owner's consent), solely with respect to voting rights and/or Assessments (the "Conferral"). Provided, however, any such Conferral of Class B status does not have to be uniform as to all Class B Members. Declarant will evidence such Conferral of Class B status by filing in the Official Public Records of Harris County, Texas, an instrument specifying the name and address of the party upon which Class B status has been conferred, setting forth a legal description for all of the real property to which such Class B conferral applies, and setting forth the terms of such Conferral. The Class B status so conferred by Declarant will terminate and such Owner will become a Class A Member of the Association, upon the earliest to occur of the following:

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RP-2019-327798

a. Termination of Declarant's Class B status in the Association, as provided herein; or

b. A material violation by such Class B Member of any terms and conditions of the Conferral which has not been cured after the Class B Member has received notice of such violation and has failed to cure such violation; or

c. Expiration of the term of the Conferral, if any, provided in the Conferral.

D. Voting Procedures

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

E. Right to Appoint/Elect Board of Directors

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

Upon termination of Declarant's authority to appoint two-thirds (2/3) of the members of the Board, any remaining Class B Members will be converted to Class A Members and elections will be held to elect the members of the Board (who must be Members of the Association) pursuant to the provisions of the Certificate of Formation and the Bylaws of the Association. In the event Class B Membership terminates pursuant to the above provisions, and thereafter additional property is annexed into the jurisdiction of the Association, which results in the Declarant owning property in the Subdivision, only Declarant's Class B Membership will be restored (no other previously designated Class B Membership will be restored), until it again terminates as specified hereinabove. Notwithstanding anything contained herein to the contrary, the Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).

ARTICLE V. EFFECTIVE DATE OF DECLARATION

This Declaration will be effective as of the date it is recorded in the Official Public Records of Harris County, Texas.

ARTICLE VI. USE RESTRICTIONS

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

RP-2019-327798

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A. Single Family Residential Use Permitted; Leasing

Homesites within the Subdivision may only be used exclusively for single family residential use. The term "single family residential use" as used herein refers not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which is limited to a single family, as defined below. Furthermore, "single family residential use" means the use of and improvement to a Lot with no more than one building designed and used for living, sleeping, cooking, and eating therein. As used herein, the term "single family residential use" specifically prohibits, without limitation, the use of a Lot for a duplex, apartment, multi-family dwellings, a garage apartment or any other apartment or for any multi-family use, vacation rental by Owner, boarding house, "Airbnb", bed and breakfast or for any business, professional or other commercial activity. In no case may a Lot contain more than one Dwelling. No building, Outbuilding or portion thereof will be constructed for income property or such that Occupants would occupy less than the entire Lot and/or Homesite.

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

RESIDENT 1 AND RESIDENT 2 RESIDE IN DWELLING.
Additional approved residents are:

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

It is permitted for Owners to lease a Dwelling in the Subdivision, so long as Occupants are leasing the entire land and improvements comprising the Homesite. No fraction or portion of any Dwelling may be leased or rented. "Leasing" for purposes of this Declaration, is defined as occupancy of a Dwelling for single family residential use by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Provided, however, "leasing" for purposes of this Declaration does not include vacation rental by Owner, boarding house, "Airbnb", or bed and breakfast as such uses are strictly prohibited and are considered to be a business use. Leasing a Dwelling for single family residential use will not be considered a "business" (as set forth in detail hereinafter), provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than one Dwelling at any time. This provision does not preclude the Association or an institutional lender from leasing a Dwelling upon taking title following foreclosure of its security interest in the Dwelling or upon acceptance of a deed in lieu of foreclosure.

All leases must be in writing and will contain such terms as the Board may prescribe from time to time. All leases will provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an Occupant or Occupant's family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the Occupant in such event. Rental or lease of the Lot and Dwelling will not relieve the Owner from compliance with this Declaration or the Dedicatory Instruments. The Board has the authority to adopt rules and/or a policy regarding the leasing of Lots and Dwellings within the Subdivision.

RP-2019-327798

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Single family residential use does not include a Lease to tenants temporarily (less than ninety (90) days) or where the tenants do not intend to make the Lot and Dwelling their primary residence.

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

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling, Lot or Homesite, except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all governmental requirements and other Dedicatory Instruments applicable to the Property; (c) the business activity does not involve visitation to the Dwelling or Homesite by clients, customers, suppliers or other business invitees or door-to-door solicitation of Occupants of the Subdivision; and (d) the business activity is consistent with the residential character and use of the Property, does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board. The uses set out in this Section 1 (a) through (d) are referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use will be deemed to be a Deed Restriction Violation. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility, dealing or selling firearms or weapons, vacation rental by Owner, boarding house, "Airbnb", or bed and breakfast are expressly prohibited and are not considered to be an Incidental Business Use.

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

2. No vehicles displaying signs or advertising will be permitted to be parked within Public View in the Subdivision, other than service vehicles contracted by Owners to perform specific services. No vehicles with more than two axles will be permitted to be

RP-2019-327798

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parked or stored for a period in excess of twelve (12) hours per week in the Subdivision, without prior written permission of the Board, whose approval may be issued or withheld at its sole and absolute discretion.

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

C. Animals and Pets

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

D. Antennas

No exterior antenna, aerial, satellite dish, or other apparatus for the reception of television, radio, satellite or other signals of any kind may be placed, erected, or maintained on a Lot if visible from Public View, unless it is impossible to receive an acceptable quality signal from any other location. However, in that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal may be received. The Board may require painting or screening of the receiving device if painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes, which are larger than one (1) meter in diameter; (ii) broadcast antenna masts, which exceed the height of the center ridge of the roofline; and (iii) MMDS antenna masts, which exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antenna, aerial, satellite dish, or other apparatus which transmits television, radio, satellite or other signals of any kind are permitted on a Lot. This section is intended to comply with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time, and FCC regulations promulgated under the Act. This section is to be interpreted as restrictive as possible while not violating the Act or FCC regulations. The Board may promulgate Guidelines which further define, restrict or address the placement and screening of receiving devices and masts, provided such Guidelines are in compliance with the Act and applicable FCC regulations.

Declarant and the Association have the right, without the obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other

RP-2019-327798

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communication system for the benefit of all or any portion of the Subdivision, should any master system or systems require such exterior apparatus.

E. Basketball Goals and Backboards

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

F. Drilling

No drilling or related operations of any kind are permitted upon, under, on or in any Lot, nor are any wells, tanks, tunnels, mineral excavations or shafts permitted upon or in any Lot, including water wells for potable or non-potable uses. Provided, however, the Declarant, the Association and/or the municipal utility district (or other entity owning such land) has the right to drill water wells for non-potable uses upon the Common Area and Area of Common Responsibility (with any such land owner's approval) for purposes including, but not limited to, irrigation of recreational fields, parks and other open area.

RP-2019-327798

G. Exterior Seasonal Decorations

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

H. Flags and Flagpoles

The size, number, and placement of flagpoles, and the display of flags within the Subdivision, are subject to any applicable Guidelines, rules or policies adopted by the Board. The Declarant, by promulgating this Section, is not attempting to violate any local, state or federal law. This Section will be interpreted to be as restrictive as possible while not violating any laws of the State of Texas and/or the United States of America.

I. General Nuisances

No portion of the Subdivision may be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor may any substance, thing, animal, or material be kept upon any portion of the Subdivision that will emit foul or obnoxious odors or that will cause any noise or

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other condition that will or might disturb the peace, quiet, comfort, or serenity of the Owners and/or Occupants of surrounding Homesites and users of the Common Areas.

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

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

RP-2019-327798

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

No portion of the Subdivision may be used, in whole or in part, in a way that creates a nuisance within the Subdivision. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the Board. The Board may adopt rules or policies to further define what constitutes a nuisance, as warranted.

J. Generators

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

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K. Monuments and Fences

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

Fencing on all Lots within the Subdivision will be as set forth in the Guidelines or other Dedicatory Instrument and will be subject to prior written approval by the ARC. Unless otherwise set forth herein or in another Dedicatory Instrument, Owners are responsible for the ongoing maintenance, repair and/or replacement of all fences in existence at the time of their purchase of the Lot. Replacement fences must of a similar material and design as originally constructed. Unless otherwise set forth in the Guidelines or other Dedicatory Instrument, the fence stain color for fencing on all Lots must be natural cedar or clear coat. The maintenance of any portion of a fence which lies between Lots is the joint responsibility of the Lot Owners on whose property the fence lies between. In the event an Owner fails to repair, replace or maintain any fence in a manner consistent with the Community Wide Standard in the sole discretion of the Board, the Board may exercise its Self Help remedy pursuant to the terms set forth in this Declaration, and will have the right, but not the obligation, through its agents, contractors and/or employees to enter such Lot for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement will be the responsibility of the Owner(s) having such obligation to maintain, or will be split evenly between adjoining Lot Owners if a common fence is involved, and will be secured by the continuing lien on the Lot.

RP-2019-327798

Owners are advised that there may be "Community Fences" located within various reserve areas throughout the Subdivision. In some instances, a Community Fence may be located on the Lot line of a particular Lot. The Association has sole discretion in determining which fences in the Subdivision are Community Fences. The Community Fences may serve as side or rear fencing to various Lots that are adjacent to such Community Fences ("Adjacent Lot"). The Community Fences will not be owned by adjacent Lot Owners, and may be owned by the Association or another entity. In instances where a reserve containing a Community Fence is owned by an entity other than the Association, the Community Fence located therein may be owned by the entity and may be maintained by such entity and/or the Association. In instances where a reserve containing a Community Fence is owned by the Association, the Community Fence located therein will be owned and maintained by the Association, with such maintenance to be at the Board's sole discretion. There is no requirement that a Community Fence be replaced with the materials as originally constructed, and the replacement Community Fence materials will be determined at the discretion of the ARC.

Where applicable, Owners of Lots that are located adjacent to a Community Fence ("Adjacent Lot Owners") may abut (but not mechanically attach) their fencing to the adjacent Community Fence. Portions of the reserves located within the fenced area of a Lot adjacent to a Community Fence (the "Community Fence Reserve Area"), if any, will be made available by the Association or entity owning such reserve for the benefit and use of the Adjacent Lot Owners, but such Adjacent Lot Owners will not be vested with title to the Community Fence Reserve Area. Adjacent Lot Owners are not permitted to place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the ARC. Adjacent Lot

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Owners have the right to use their respective Community Fence Reserve Area subject to the following:

- Adjacent Lot Owners are not permitted to attach anything, temporarily or permanently, to the Community Fence, including any fencing abutting the Community Fence.

- Adjacent Lot Owners are required to maintain any landscaping located in the Community Fence Reserve Area, including trimming and spraying for insects.

- Adjacent Lot Owners are not permitted to take any action to alter the drainage pattern that has been established for the Community Fence or Community Fence Reserve Area.

- Adjacent Lot Owners are not permitted to place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the Association.

- Adjacent Lot Owners have the obligation to maintain the Community Fence Reserve Area in a clean and neat condition and in compliance with the Dedicatory Instruments of the Subdivision at all times.

The Adjacent Lot Owners and the Declarant hereby grant an easement to the Association and to the owner of the Community Fence, as applicable, over and across each Adjacent Lot to the extent necessary for the construction, maintenance, reconstruction, inspection of the Community Fence and inspection of the Community Fence Reserve Area. The Declarant hereby reserves unto itself an easement over and across each Adjacent Lot to the extent necessary for the construction, maintenance, reconstruction, inspection of the Community Fence and inspection of the Community Fence Reserve Area. The Declarant, the Association and/or the owner of the Community Fence, as applicable, must give the Adjacent Lot Owners at least twenty-four (24) hours written notice prior to exercising their right of entry as set out herein. Notwithstanding anything contained herein to the contrary, written notice of the Declarant's, the Association's and/or the owner of the Community Fence, as applicable, intent to enter upon the Adjacent Lot will not be required in the event of an emergency. Adjacent Lot Owners hereby agree to hold harmless the Declarant and the Association, and their respective directors, officers, agents, successors and assigns, and release them from any liability for the placement of, construction, design, repair, maintenance and replacement of Community Fences and Community Reserve Areas, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur due to the existence, installation, maintenance, repair, and/or replacement of Community Fences and Community Fence Reserve Areas.

The Association's maintenance obligation of the Community Fences extends only to normal wear and tear of such fencing. Any damage caused to a Community Fence by an Owner or Occupant that is beyond normal wear and tear will be repaired by the Association or the owner of the Community Fence, as applicable, at the Owner's expense. The Board has the sole discretion to determine what constitutes normal wear and tear. In exercising its obligations set

RP-2019-327798

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forth herein, the Association will not be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of its obligations set forth herein, nor in any way will the Association and the ARC, or their agents, be liable for any accounting or other claim for such action. Further, in exercising its obligations set forth herein, the Association is not liable for any loss or damage to landscaping (soft or hardscape) that encroaches upon a Community Fence and/or any existing materials that are affixed to the Community Fence in violation of this provision, including but not limited to any Owner fencing that is connected to a Community Fence and any owner's decorations or other personal items.

1. Section One Community Fences:

Community Fences have been or will be constructed on or adjacent to those portions of the following Lots within Section One: Lot 1, Block 1, common to Restricted Reserve "A" and Lots 5 through 10, Block 1, common to Restricted Reserve "B". Such Lots shall be considered Adjacent Lots and shall be subject to the provisions hereinabove pertaining to Community Fences. Declarant, the Association and/or the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair and/or replacement of the Community Fences, as more particularly described herein. Save and except the fencing noted in this subsection, all other fencing located upon the Lots within Section One shall be installed, maintained, repaired and replaced in accordance with the Dedicatory Instruments.

2. Section Two Community Fences:

Community Fences have been or will be constructed on or adjacent to those portions of the following Lots within Section Two: Lots 1 through 7, Block 1, common to Restricted Reserve "A"; and Lots 20 through 24, Block 1, common to Restricted Reserve "C". Such Lots shall be considered Adjacent Lots and shall be subject to the provisions hereinabove pertaining to Community Fences. Declarant, the Association and/or the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair and/or replacement of the Community Fences, as more particularly described herein. Save and except the fencing noted in this subsection, all other fencing located upon the Lots within Section Two shall be installed, maintained, repaired and replaced in accordance with the Dedicatory Instruments.

3. Section Three Community Fences:

Community Fences have been or will be constructed on or adjacent to those portions of the following Lots within Section Three: Lots 1 through 6, Block 1, common to Restricted Reserve "A"; Lots 9 through 38, Block 1, common to Restricted Reserve "A"; and Lot 1, Block 2, common to Restricted Reserve "B". Such Lots shall be considered Adjacent Lots and shall be subject to the provisions hereinabove pertaining to Community Fences. Declarant, the Association and/or the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair and/or replacement of the Community Fences, as more particularly described herein. Save and except the fencing noted in this subsection, all other fencing located upon the Lots within Section Three shall be installed, maintained, repaired and replaced in accordance with the Dedicatory Instruments.

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RP-2019-327798

4. Section Four Community Fences:

Community Fences have been or will be constructed on or adjacent to those portions of the following Lots within Section Four: Lots 1 through 9, Block 1, common to Restricted Reserve "A"; and Lots 1 and 15, Block 2, common to Restricted Reserve "C". Such Lots shall be considered Adjacent Lots and shall be subject to the provisions hereinabove pertaining to Community Fences. Declarant, the Association and/or the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair and/or replacement of the Community Fences, as more particularly described herein. Save and except the fencing noted in this subsection, all other fencing located upon the Lots within Section Four shall be installed, maintained, repaired and replaced in accordance with the Dedicatory Instruments.

5. Section Five Community Fences:

Community Fences have been or will be constructed on or adjacent to those portions of the following Lots within Section Five: Lot 1, Block 2, common to Restricted Reserve "B"; and Lot 3, Block 3, common to Restricted Reserve "C". Such Lots shall be considered Adjacent Lots and shall be subject to the provisions hereinabove pertaining to Community Fences. Declarant, the Association and/or the owner of the Community Fences, as applicable, have an easement on such Adjacent Lots for the installation, maintenance, repair and/or replacement of the Community Fences, as more particularly described herein. Save and except the fencing noted in this subsection, all other fencing located upon the Lots within Section Five shall be installed, maintained, repaired and replaced in accordance with the Dedicatory Instruments.

RP-2019-327798

L. Outbuildings

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

M. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature may be stored on any Homesite forward of the fence at the front wall of the Dwelling situated thereon, unless the equipment, machinery or materials is being used temporarily (not more than one week) and is incident to repair or construction of the Dwelling or Homesite. All equipment, machinery, and materials must be properly stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies must likewise be disposed of immediately off of the Homesite, or stored out of view until trash collection occurs.

Trash may only be placed outside for collection the evening before collection. Such trash must be contained to protect from animals or spillage and trash cans must be removed from sight the same evening of collection. No outdoor incinerators may be kept or maintained on any Lot.

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N. Parking and Prohibited Vehicles

No commercial vehicles or non-motorized vehicles, by way of example and not limitation, tow trucks, plumbing or similar service type vans or trucks, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, street, easement, or right-of-way, unless such vehicle or object is completely concealed from Public View inside a garage or enclosure approved by the ARC.

Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) are qualified by current vehicle registration and inspection stickers; (c) are currently licensed and in daily use as motor vehicles on the streets and highways of the State of Texas; (d) do not exceed Eighty inches (80") in height, or One Hundred inches (100") in width and (e) have no advertising or signs located thereon, may be parked in the driveway on a Lot, however, no vehicle may be parked so as to obstruct or block a sidewalk or be parked on a grassy area. The restriction concerning advertising and signs does not apply to any vehicles, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a Dwelling in the immediate vicinity. Storage of any vehicles in the street is prohibited. Storage means the parking of a vehicle for the shorter of: (i) seventy-two (72) consecutive hours or (ii) seven (7) days in any calendar month, whichever occurs first.

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

Recreational vehicles, such as mobile homes, motor homes, campers, and boats are not considered vehicles incident to the residential use of a Homesite and therefore are not permitted to be stored outside of the garage or ARC approved enclosure on a Homesite for any period of time greater than forty-eight (48) hours. A recreational vehicle with not more than two (2) axles may be parked in front of or on the Homesite for up to forty-eight (48) hours for loading, and unloading only.

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

RP-2019-327798

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

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

O. Play Structures

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

P. Screening

RP-2019-327798

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

Q. Signs

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

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1. For Sale Signs. An Owner may erect one (1) sign on his Lot, not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising the property for sale.

2. Political Signs. Pursuant to Texas Property Code §202.009, or its successor statute, political signs are approved as temporary signage on Lots for all local, state, or federal election purposes, provided that they meet the following criteria:

(a) Maximum sign size cannot exceed 4 feet by 6 feet.
(b) Signs must be ground-mounted. No sign can be mounted on any exterior part of the dwelling, garages, patios, fences or walls.
(c) Signs may be posted not more than 90 days prior to the election and must be removed within 10 days after the election.
(d) Signs may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component.
(e) No sign can be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
(f) No sign may involve the painting of architectural surfaces.
(g) No sign may threaten the public health or safety or violate a law.
(h) No sign may contain language, graphics or any display that would be offensive to the ordinary person.
(i) No sign may be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.
(j) Political signs are prohibited on any Common Area or facilities owned by the Association, including any public or private street right of way utility easements.
(k) Only one sign per candidate or ballot item will be allowed.

3. School Spirit Signs. Signs containing information about one or more students residing in the Dwelling and the school they attend will be permitted so long as the sign is not more than 36" x 36" and is fastened only to a stake in the ground. There may be no more than one sign for each student residing in the Dwelling, and said signs may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year.

4. Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling will be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There may be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers will also be permitted upon windows and doors for a "Child Find" program or a similar program sponsored by a local police and/or local fire department.

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

A Builder and/or the Declarant may place certain information and advertising signs on Lots without the prior permission of the ARC, so long as such signs are similar to those listed as

RP-2019-327798

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acceptable for Builder use in the Guidelines, and so long as such signs do not otherwise violate this Declaration.

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

Guidelines may be established from time to time addressing the display of signs, including but not limited to billboards, posters, school activities, political signs, security signs/stickers and advertising devices within the Subdivision. The right is reserved by Declarant to construct and maintain, or to allow Builders to construct and maintain signs and other advertising devices on land they own and on the Common Area as is customary in connection with the sale of developed tracts and newly constructed residential Dwellings. In addition, the Declarant and the Association have the right to erect and maintain directional and informational signs along the streets within the Property and identifying signs and monuments at entrances to the Subdivision.

R. Swimming Pools/Spas

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

S. Tree Removal

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

T. Window Air Conditioning Units

No window or wall type air conditioners are permitted to be used, placed or maintained on or in any building on the Lots, with the exception that window or wall type air conditioners are permitted for the benefit of a garage if such air conditioning unit is located at the rear of the garage unit and is screened from Public View. All window air conditioning units require prior written ARC approval as set forth herein.

All livings areas within the home, including any room additions, must be centrally air-conditioned, unless otherwise approved by the ARC. Units that are alternatives to centrally air-conditioned units must be screened from Public View, and will require ARC approval.

RP-2019-327798

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U. Wind Turbines

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

V. Window Treatments

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

Expressly prohibited both before and after the initial three (3) months of occupancy are any temporary or disposable coverings not consistent with the Community Wide Standard, such as reflective materials, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for window coverings in a residential subdivision of the same caliber as the Subdivision.

RP-2019-327798

ARTICLE VII. COMMON AREA AND AREA OF COMMON RESPONSIBILITY

The Board, subject to the rights of the Members set forth in this Declaration and any amendments or Supplemental Amendments thereto, is responsible for the exclusive management and control of the Common Area and all improvements thereon and must keep it in good, clean, attractive and sanitary condition. No Owner or Occupant may appropriate any portion of the Common Area or any improvement thereon for his or her own exclusive use. Any Owner or Occupant that causes damage to the Common Area will be financially responsible for said damage. The cost of repair, if not timely paid by the Owner (subject to any notice that may be required by law), will be assessed against the Owner's Lot and secured by the continuing lien set forth in this Declaration.

The Declarant, and its designees, may transfer or convey at any time to the Association interests in real or personal property within or for the benefit of the Subdivision, and the Association is hereby obligated to accept such transfers and conveyances, even if such transfer or conveyance occurs after the termination of the Development Period. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Real property transferred to the Association by the Declarant, or its designees, may be transferred via a deed without warranty; provided, however, the property must be transferred free and clear of all liens and mortgages at the time of such transfer. Upon the Declarant's written request, the Association must reconvey to the Declarant any unimproved real property that the Declarant originally conveyed to the Association for no payment, to the

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extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

The Declarant (during the Development Period) or the Association (after the expiration of the Development Period) reserves the sole and exclusive right to amend existing Common Areas, add new Common Areas, and amend any permissible activities within or rights to access the Common Areas. The Declarant and Association make no representations, guarantees or warranties of any nature as to the longevity and mortality of habitats found throughout the Subdivision.

Owners hereby covenant (i) not to possess any Common Area in any manner adverse to the Association, and (ii) not to claim or assert any interest or title in any Common Area. Owners hereby waive their right to adversely possess any Common Area, and hereby acknowledge and agree that any claim of adverse possession by an Owner of any Common Area will be void.

The Association must maintain the Area of Common Responsibility in accordance with the Community-Wide Standard. The Area of Common Responsibility includes, but is not limited to:

(a) the Common Area;

(b) any walking paths or trail system located within Morgan's Landing;

(c) landscaping within public rights-of-way within or abutting Morgan's Landing to the extent that reasonable governmental authorities do not maintain it to the Community-Wide Standard;

(d) such portions of any additional property as may be dictated by the Declarant, this Declaration, any Dedicatory Instrument or any covenants or agreement for maintenance entered into by, or otherwise binding on the Association; and

(e) any property and facilities that the Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its members. The Declarant will identify any such property and facilities by written notice to the Association, and they will remain part of the Area of Common Responsibility until the Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property it does not own, including, without limitation, Lots, property dedicated to the public, or property owned or maintained by another association if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. To the extent permitted by Texas law, the Association will not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own.

RP-2019-327798

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ARTICLE VIII. NOTICES AND EASEMENTS

A. Easements for Green Belt, Pond Maintenance, Flood Water and Other Landscape Reserves

The Declarant and Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon, to the extent existing, the green belts, landscape reserves, ponds, and other bodies of water located within the Property (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain and repair any fountain, wall, dam, hardedge, canal, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements hereunder will automatically terminate at such time as Declarant ceases to own any portion of the Property subject to the Declaration. The Declarant, the Association, and their designees have an access easement over and across any portion of the Property abutting or containing any portion of any of the green belts and landscape reserves to the extent reasonably necessary to exercise their rights and responsibilities under this Declaration.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas in order to enter upon and across such portions of the Property for the purpose of exercising rights and performing obligations under this Declaration. All persons entitled to exercise these easements must use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein will be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

There is further reserved for the Declarant, the Association and/or their designees an easement for the over spray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision located adjacent to the Common Area, any landscape/open space reserves, greenbelts, canals, ponds, or other bodies of water.

B. Natural Conditions

The Subdivision may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes and other reptiles, deer, armadillos, and other animals, some of which may pose hazards to persons or pets coming in contact with them. Each Owner and Occupant of any Lot, and every person entering the Subdivision: (i) acknowledges that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within or throughout the Subdivision; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Subdivision. Neither the Association, the Declarant, any successor declarant, nor the members, partners, affiliates, officers, directors, agents or employees of any of the foregoing, will have any duty to take action to control, remove, or eradicate any plant or wildlife in the

RP-2019-327798

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Subdivision, nor will they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or though the Subdivision.

C. Easements to Serve Additional Property

The Declarant and Association, including their duly authorized agents, representatives, and employees, designees, successors, assignees, licensees and mortgagees, have, and there is hereby reserved, an easement over the Common Areas for the purposes of enjoyment, use, access and development of any annexed property, whether or not such Property is made subject to this Declaration. This easement includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on any annexed property.

Declarant agrees that if an easement is exercised for permanent access to any annexed property and such property or any portion thereof is not made subject to this Declaration, the Declarant will enter into a reasonable agreement with the Association to share the cost of maintenance to any access roadway serving the property. Such agreement will provide for sharing of costs based on the ratio that the number of dwellings or buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings and buildings within the Subdivision.

D. Utilities and General

RP-2019-327798

There are hereby reserved unto Declarant, so long as the Declarant owns any Property, the Association, and the designees of each (which may include, without limitation, Harris County and any utility companies) access and maintenance easements (collectively referred to as the "Access Easements") upon, across, over, and under the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining any or all of the following which may exist now or in the future: cable television systems, Wi-Fi systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity (collectively the "Systems"). There are hereby additionally reserved unto Declarant, so long as the Declarant owns any Property, the Association, and the designees of each (which may include, without limitation, Harris County and any utility companies) an easement for the installation of the foregoing Systems (referred to as the "Installation Easements"). Such Installation Easements will be restricted in location to the Property that Declarant and the Association own or within easements designated for such purposes on recorded plats of the Subdivision or other Dedicatory Instrument.

Notwithstanding anything contained herein to the contrary, driveways and sidewalks will not be considered by the ARC or the Association to be an encroachment into to the Access Easements or Installation Easements. However, Owners, including Builders, must verify all easements affecting their Lot and obtain any necessary approval from the easement holder prior to submission of plans to the ARC. Upon the transfer of title of a Lot from Beazer Declarant or Taylor Morrison Declarant to an Owner, including Builders, the Access Easement covering the entirety of such Lot will automatically reduce in size to the width of the Installation Easements on the Lot.

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Notwithstanding anything to the contrary herein, the Access Easements and Installation Easements do not entitle the holders of such easements to access, construct or install any of the foregoing Systems over, under or through any existing Dwelling; any damage to a Homesite resulting from the exercise of the Access Easements and/or Installation Easements must promptly be repaired by, and at the expense of, the person or entity exercising the Access Easements and/or Installation Easements. The exercise of the Access Easements and Installation Easements may not unreasonably interfere with the use of any Homesite.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, internet provider, cable company and natural gas supplier easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining all utilities, including but not limited to utility meters boxes, installation equipment, water, sewers, telephone, gas, electricity, internet, service equipment, and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of this easement does not extend to unauthorized entry into the Dwelling on any Homesite, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board or Declarant.

E. Commercial Uses

While the initial development plan for the Morgan's Landing Subdivision features a residential community, this plan is subject to change and may be expanded to include commercial uses. Additional land may be annexed into the Subdivision for commercial purposes and may be subject to the jurisdiction of the Association. Additionally, additional land to be used for commercial purposes may be annexed into the jurisdiction of the Association and may be subject to separate commercial restrictions.

F. Lakes

Owners are hereby advised that there exists within and/or in close proximity to the Property, property that is initially planned to be used for lake/detention purposes (the "Lake), . Owners are advised that one or more fountains have been or may be installed in the Lake, and the defined term of "Lake" as used herein includes any such fountains. Owners of Lots within the Subdivision are hereby advised that there may be potentially dangerous conditions that may exist near the Lake such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, erosion and/or instability of natural topography, insects, reptiles, and/or animals. It is possible for some or all of these conditions to extend into the Subdivision and the Lots within the Subdivision.

Owners and Occupants hereby agree to hold harmless the Declarant and the Association, its directors and officers, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Lake and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Lake. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons, and further acknowledge

RP-2019-327798

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that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water level variances, safety, any use, and/or any future change in use of the Lake.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any incidental noise, lighting, odors, parking, visibility and/or traffic, which may occur in the operation of the Lake. There is further reserved for the Declarant, the Association and/or their designees an easement to the extent necessary over portions of Lots located adjacent to the Lake for variances in water level and/or overspray of any products used to control vegetation and water quality within the Lake.

The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the Lake and will not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Lake.

Owners and Occupants of Lots that are in close proximity or adjacent to or abut the Lake must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Lake. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the Association, its directors and officers, for all costs of clean up and remediation necessary to restore the Lake to its condition immediately prior to said infiltration.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the use of the Lake for the irrigation of the Common Areas, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section are superior to any rights of the Association.

RP-2019-327798

G. Surrounding Uses

Owners are advised that there are certain surrounding uses and conditions that exist or may exist in close proximity to the Property including, but not limited to, commercial uses (which may include, but are not limited to, hotels/conference centers, restaurants, multi-family and retail, as well as land that is not owned by the Declarant), senior-living, and industrial uses ("Surrounding Uses"). Owners and Occupants hereby agree to hold harmless the Declarant and the Association, its directors and officers, and release them from any liability for the existence, placement, operation, construction, design, replacement and/or maintenance associated with such Surrounding Uses and agree to indemnify each of such released parties from any liability arising out of or related to such Owner's or Occupant's proximity to the Surrounding Uses. Owners further grant an easement to the Declarant and the Association for any incidental noise, odors, lighting, parking, and/or visibility of such Surrounding Uses and/or traffic which may occur due to the existence of any of the Surrounding Uses. Owners and Occupants hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant

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relied upon any representations or warranties, expressed or implied, relative to safety, use, and/or any future change in use of such Surrounding Uses.

H. Restricted Reserves

Owners are hereby advised that reserve areas exist throughout the Property that may be restricted to uses such as, by way of illustration and not limitation, landscape/open space and/or drainage purposes, including Restricted Reserves "A" and "B" within Section One, restricted in their use to landscape and open space purposes, Restricted Reserves "A", "B", and "C" within Section Two, restricted in their use to landscape and open space purposes, Restricted Reserves "A" and "B" within Section Three, restricted in their use to landscape and open space purposes, Restricted Reserves "A" and "C" within Section Four, restricted in their use to landscape and open space purposes, Restricted Reserve "B" within Section Four, restricted in its use to drainage, landscape and open space purposes, Restricted Reserve "A" within Section Five, restricted in its use to drainage, landscape and open space purposes, and Restricted Reserves "B" and "C" within Section Five, restricted in their use to landscape and open space purposes, as each reserve area is more specifically depicted on the Plats (all such reserves collectively referred to as the "Restricted Reserves"). Owners and Occupants hereby agree to hold harmless the Declarant and the Association, its directors and officers, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Restricted Reserves and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Restricted Reserves. Each Owner and Occupant acknowledges and understands that the Association, its directors and officers, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons, and further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to safety, any use, and/or any future change in use of the Restricted Reserves.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any incidental noise, lighting, odors, parking, visibility and/or traffic, which may occur in the operation of the Restricted Reserves. There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision located adjacent to the Restricted Reserves.

The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the Restricted Reserves and will not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Restricted Reserves within the Subdivision.

Owners and Occupants of Lots that are adjacent to or abut the Restricted Reserves must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Restricted Reserves. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the

RP-2019-327798

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Association, its directors and officers, for all costs of clean up and remediation necessary to restore the Restricted Reserves to their condition immediately prior to said infiltration.

I. Detention Tract

Owners are hereby advised that there exists to the south of the Property, and in close proximity to and/or within the Property, a tract of land initially planned to be used for detention purposes (the "Detention Tract"). Owners of Lots within the Subdivision are hereby advised that there may be potentially dangerous conditions that may exist near the Detention Tract such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, erosion and/or instability of natural topography, insects, reptiles, and/or animals. It is possible for some or all of these conditions to extend into the Subdivision and the Lots within the Subdivision.

Owners and Occupants hereby agree to hold harmless the Declarant and the Association, its directors and officers, and release them from any liability for the existence, placement, construction, design, operation, replacement and/or maintenance of the Detention Tract and agree to indemnify such released parties from any liability arising out of or related to such Owner's or Occupant's use of, or proximity to, the Detention Tract. Each Owner and Occupant acknowledges and understands that the Association, its Board, and the Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons, and further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water level variances, safety, any use, and/or any future change in use of the Detention Tract.

Owners grant an easement to the Declarant and the Association, or their respective designees, for any incidental noise, lighting, odors, parking, visibility and/or traffic, which may occur in the operation of the Detention Tract. There is further reserved for the Declarant, the Association and/or their designees an easement to the extent necessary over portions of Lots located adjacent to the Detention Tract for variances in water level and/or overspray of any products used to control vegetation and water quality within the Detention Tract.

The Declarant and/or the Association have the right to promulgate rules and regulations governing the use of the Detention Tract and will not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Detention Tract.

Owners and Occupants of Lots that are in close proximity or adjacent to or abut the Detention Tract must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Detention Tract. Any Owner or Occupant permitting or causing such infiltration must indemnify and hold harmless the Association, its directors and officers, for all costs of clean up and remediation necessary to restore the Detention Tract to its condition immediately prior to said infiltration.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration) may use and regulate the

RP-2019-327798

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use of the Detention Tract for the irrigation of the Common Areas, or for any other purpose deemed appropriate by the Board or the Declarant, subject to the terms of any easement agreement affecting such use. The Declarant's rights under this Section are superior to any rights of the Association.

J. Flood Plain

Owners are hereby advised that certain portions of the Property, including without limitation, Section One, Section Two, Section Three, and Section Five are currently within or in close proximity to the 500 year flood plain ("Flood Plain"), and such Flood Plain extends outside of the platted area, as indicated on the applicable Plats. Declarant has the unilateral right to amend this notice in the event that the FEMA 500 year Flood Plain map is modified.

It should be noted that there may be potentially dangerous conditions that may exist in the Flood Plain such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, erosion and/or instability of natural topography, insects, reptiles, and/or animals. Each Owner within the Subdivision hereby agrees to (a) release the Declarant and the Association, and their respective successors and assigns, from any liability for the existence and maintenance of the Flood Plain, and (b) indemnify each of such released parties from any liability arising out of or related to such Lot Owner's use of the Flood Plain.

Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur due to the existence of the Flood Plain. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor Declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water level variances, flooding and/or flood control and/or any future changes in the designation of flood control levels, safety, any use, and/or any future change in use of the Flood Plain. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, rising water, heavy rainfall, or other natural disasters. There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision in proximity to the Flood Plain..

RP-2019-327798

K. Recreation Reserve

Owners of Lots within the Subdivision are advised that there exists within and/or in close proximity to the Property, property initially planned to be used for recreation center purposes (hereinafter referred to as the "Recreation Reserve"). Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, and/or any future change in use of the Recreation Reserve.

Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur in the normal operation of the Recreation Reserve. There is further reserved for the Declarant, the Association and/or their

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designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision located adjacent to the Recreation Reserve. The Declarant, its successors and assigns, and/or the Association have the right to promulgate rules and regulations governing the use of the Recreation Reserve. Owners whose lots are adjacent to or abut the Recreation Reserve shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Recreation Reserve. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Recreation Reserve to its condition immediately prior to said infiltration.

Furthermore, Owners are hereby put on notice that they may be subject to the risk of damage or injury due to errant sports balls and/or the use and improvements (if any) of the Recreation Reserve. Owners, their successors and assigns hereby assume the risk of damage and injury and hereby release the Association and/or the Declarant, their agents, employees, officers, successors and assigns, from any and all liability for damage or injury caused by errant sports balls in, on, or around the Recreation Reserve and/or the use and improvements (if any) of the Recreation Reserve. There is hereby reserved and granted to the Declarant and the Association, along with the Declarant's and Association's servants, independent contractors, agents, members, guests and invitees, a nonexclusive easement over and across the Lots, or portions thereof as provided below, for the following purposes:

(i) Flight of sports balls over, across, and upon the Lots;

(ii) Doing of every act necessary and incident to the use of and playing of recreational activities on or within the Recreation Reserve, including, lighting of parking facilities and lighting within the Recreation Reserve; and

(iii) Creation of noise related to the normal maintenance, operation, use and recreational activities of the Recreation Reserve, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

RP-2019-327798

Owners shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Recreation Reserve. Any Owner causing such infiltration shall indemnify and hold harmless the Declarant and the Association for all costs of clean up and remediation necessary to restore the Recreation Reserve to its condition immediately prior to said infiltration.

There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision located adjacent to the Recreation Reserve.

L. Airport

Owners are hereby advised that in close proximity and to the northwest of the Property there exists La Porte Municipal Airport, which is a currently operating airport. Owners agree to hold harmless Declarant and the Association, and their respective successors and assigns, and

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release them from any liability for the existence, operation, and maintenance of the airport and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to Declarant and the Association for any incidental noise, lighting, odors, and traffic which may occur in the normal operation and maintenance of the airport.

M. Nearby Roads

The Declarant and/or the Association does not own and/or maintain Spencer Highway, Bay Area Boulevard, or West Fairmont Parkway (collectively, "Nearby Roads"). Owners and Occupants acknowledge and understand that the Association and the Declarant, their successors and assigns, are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons, and further acknowledges that the Association and/or the Declarant, their successors and assigns, have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied as to the safety of any Nearby Roads. Owners and Occupants hereby agree to hold harmless the Declarant, the Association and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Nearby Roads and agree to indemnify the parties released from any damages they may sustain. Owners acknowledge that there may be incidental noise, lighting, odors, and/or traffic which may occur due to the existence, normal operation, and/or maintenance of the Nearby Roads. Owners and Occupants further acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to any future change in use of the Nearby Roads.

RP-2019-327798

ARTICLE IX. DEED RESTRICTION ENFORCEMENT

A. Authority to Promulgate Rules, Policies, and Guidelines

The Board has the authority, without the obligation, to promulgate, amend, cancel, limit, create exceptions to, and enforce reasonable rules, policies, and Guidelines, including but not limited to rules and policies concerning the administration of the Property, the enforcement of the Dedicatory Instruments, the use and enjoyment of the Property, limitations on the use of the Common Area, establishing and setting the amount of fines for violations of the Dedicatory Instruments and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules, policies, and Guidelines are binding upon all Owners and Occupants, if any. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

B. Attorney's Fees and Fines

In addition to all other remedies that may be available, after giving notice and an opportunity to be heard as may be required by §209 of the Texas Property Code, as same may be amended, the Association has the right to collect attorney's fees and/or fines as set by the Board from any Owner that is in violation of the Dedicatory Instruments, any applicable Supplemental Amendment or amendments, any Guidelines, or any other rule or regulation promulgated by the

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Board pursuant to the provisions set forth herein. Said attorneys fees and fines will be added to the violating Owner's Assessment account and will be secured by the continuing lien on the Lot.

C. Remedies

Every Owner must comply with all provisions of the Dedicatory Instruments. Failure to comply willbe grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Board has the authority, but not the obligation, to enforce the covenants, conditions and restrictions contained in the Dedicatory Instruments, and to regulate the use, maintenance, repair replacement, modification, and appearance of the Subdivision, and may avail itself of any and all remedies provided in the Dedicatory Instruments and local, state and federal law. Notwithstanding anything contained herein to the contrary, the Board has no duty, legal or otherwise, to institute legal or other proceedings on behalf of or in the name of an Owner.

The decision to pursue enforcement action in any particular case will be left to the Board's discretion. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iii) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such decision will not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any Dedicatory Instrument.

D. Enforcement by Owners

Each Lot Owner is empowered to enforce the covenants, conditions and restrictions contained in the Dedicatory Instruments; provided, however, no Owner has the right to enforce the lien rights retained in this Declaration in favor of the Association and/or other rights, regarding Assessments, fines, or other charges retained by the Association.

E. Self Help

"Self Help" means the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to enter upon a Lot, Homesite or other area that is an Owner's responsibility to maintain (such as sidewalks that may be adjacent to an Owner's Lot) and cause to be performed any of the Owner's maintenance and repair obligations, or acts required by that Owner to bring his/her Lot, Homesite, or other area into compliance with the Dedicatory Instruments, if said Owner fails to perform same after written demand from the

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RP-2019-327798

Board. In exercising its Self Help remedy, the Association will not be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of Self Help, nor in any way will the Association or its agent be liable for any accounting or other claim for such action. The Association has the right, but not the obligation, to enter into any Lot, Homesite, or other area for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with the Dedicatory Instruments, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in the case of emergency situations, and as otherwise specified herein, the Association will give the violating Owner notice as may be required by law, of its intent to exercise Self Help.

Subject to any notice that may be required by law, any costs incurred by the Association in the exercise of its Self Help remedy will be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. Subject to any notice that may be required by law, the costs incurred by the Association in exercising its Self Help remedy, which costs may include by way of illustration and not limitation, the actual costs incurred by the Association and an administrative fee set by the Board, may be charged to the subject Owner's Assessment account and will be supported by the continuing lien created herein.

ARTICLE X. ARCHITECTURAL RESTRICTIONS

NOTE WELL: The provisions of this Article are broad and sweeping and an extremely wide range of activities are regulated hereby. Owners are advised to review this Article and the Guidelines carefully to ensure that they comply with all of the requirements before commencing any work or engaging in any activity on or in connection with their Lot or Dwelling to ensure they comply with all of the provisions set forth herein and in the Guidelines. Work commenced, performed, or completed without prior approval as required herein, in the Guidelines, or otherwise in violation of the terms of the Dedicatory Instruments, or applicable law may subject the Owner of the Lot to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the Lot and/or Dwelling be restored to its original condition. All references herein to ARC approval, means the prior written approval of the ARC.

A. Architectural Review Committee - "ARC"

The ARC will be a committee of the Board. In the absence of a designation by the Declarant, the initial ARC will be composed of the individuals designated as the initial members of the Board as set forth in the Association's Certificate of Formation; provided however, the Declarant has the sole authority to designate all members of the ARC who need not be members of the Board. One member of the ARC may be designated as the representative to act on behalf of the ARC. During the Development Period, the Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. The Declarant retains the right of ARC appointment and removal until the first to occur of the following:

1. the Declarant no longer owns any portion of the Property, or

2. the Declarant relinquishes, in writing, its authority over ARC appointment.

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RP-2019-327798

At such time, the Board of the Association will have the right to replace such ARC members by duly appointing Owners who are Members in Good Standing with the Association. The Board reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment will be at the sole authority and discretion of the Board. The Board will have the right to review any action or non-action taken by the ARC and will be the final authority as to all ARC matters, including aesthetics and determination of the Community Wide Standard.

At any time prior to the happening of (1) or (2) above, the Declarant may, without obligation, assign to the Board, or such other person the Declarant deems appropriate, all or a portion of Declarant's ARC rights and/or the responsibility for review and approval of modifications to existing Dwellings.

Guidelines may be promulgated and amended by the Declarant during the Development Period. After the expiration of the Development Period, Guidelines may be promulgated and amended by the Board. Provided however, any such amendments may not be applied retroactively to reverse a prior approval granted by the ARC or the Board to any Owner. Guidelines may be modified or amended as deemed necessary and appropriate for the orderly development of the Subdivision, including, but not limited to, those portions of the Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. Subject to the provisions herein, there is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, are binding and enforceable against each Owner in the same manner as any Dedicatory Instrument. Further, different Guidelines for additional property that may be annexed into the Property may be promulgated.

RP-2019-327798

The ARC has the authority, but not the obligation, to delegate review and approval or denial of plans for modifications of existing improvements within the Subdivision to a Modifications Committee. The members of the Modifications Committee will be appointed, and may be removed, by the Declarant during the Development Period, and thereafter by the Board. A denial by the Modifications Committee, if it is created, may be appealed to the ARC.

B. ARC Approval Required

No buildings, Hardscape, additions, modifications (including tree removal) or improvements may be erected, placed or performed on any Lot or Homesite until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided. Further, the ARC may review, approve or deny applications for improvements within right-of-way areas that are adjacent to a Lot. Provided, however, the Association, the Board and the ARC are not liable for any injuries or damages that may arise from or may be related to any approved improvements located within a right-of-way area adjacent to a Lot. Builders may submit their design plans as master design plans, which plans must include all specifications, including specifications as to brick color and paint color that may

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be used when building each design. In the event the ARC fails to approve submitted plans and specifications within thirty (30) days after the receipt thereof, they will be deemed to be disapproved. In no case may construction begin prior to approval of plans by the ARC. If plans are disapproved, no construction can commence until revised plans are submitted and approved by the ARC. The Board has the right to establish and charge a review fee, to be paid at the time of submittal of plans and any revisions. If a fee is set and not paid, the thirty (30) day time period set out herein will not begin to run until the fee is paid.

In reviewing each application, the ARC may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. Subject to the Board's authority herein, the ARC has sole discretion to make final, conclusive and binding determinations on matters of aesthetic judgment, and such determinations will not be subject to the procedures in Article XVII or judicial review so long as they are made in good faith and in accordance with required procedures.

The ARC is hereby vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the Owner requesting same is not a Member in Good Standing. The Board, on behalf of the ARC, may retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the Board, experienced or qualified to review same, who may then render an opinion to the ARC or Board. Approval of plans and specifications will not cover or include approval for any other purpose and specifically, but without limitation, will not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof.

The Board has the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Homesite, where such actions have not first been reviewed and approved, constitute a violation of the Dedicatory Instruments or any other documents promulgated by the Board pursuant to the provisions set forth herein. Written notice may be delivered to the Owner, or any agent or contractor with apparent authority to accept same, and such notice will be binding on Owner as if actually delivered to Owner. The violating Owner must remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with the Dedicatory Instruments and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided for herein, and may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each Owner acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the

RP-2019-327798

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improvements involved; however, the ARC may refuse to approve similar proposals in the future.

The Board or its agents or assigns have the right, but not the obligation, to enter any Lot or Homesite to determine if violations of this Declaration, the Guidelines, or any other Dedicatory Instrument exist. In so doing, the Board or its agents or assigns will not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way will the Association or its agent be liable for any accounting or other claim for such action.

The ARC has the right to set reasonable time constraints for both the commencement and completion of construction, which constraints must be no less than ninety (90) days to commence construction and no more than nine (9) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans will be deemed not approved. Plan approval is effective for twelve (12) months after issued by the ARC. If no construction has been commenced within the twelve (12) month period after ARC approval, the plan approval will expire, and plans must be re-submitted prior to commencement of construction.

C. Building Setbacks

No Dwelling or other structure (including any protrusion from same) may be erected nearer to any street or property line than as established herein, in a Supplemental Amendment, in the Guidelines or the applicable plat or other Dedicatory Instrument. In the event there is a conflict between the Guidelines, this Declaration, any other documents imposed upon the Property that contain a setback requirement, and the applicable plat, the more restrictive will control. Notwithstanding anything to the contrary herein, in no case may any setback on any Lot be less than the width of any easement existing on a Lot , as shown on the applicable plat. All Dwellings must be oriented to the front of the Lot. The ARC has discretion to designate the "front" of a Lot. Unless otherwise provided on the applicable plat or other Dedicatory Instrument, no Dwelling may be built within five (5) feet of a side Lot line. Unless otherwise provided on the applicable plat or other Dedicatory Instrument, all Lots must have a minimum rear setback of the greater of ten feet (10') or the width of any easement.

The combining of no more than two (2) Lots to create one Homesite may be permitted subject to prior written approval of the ARC and partial release(s) by Declarant, to the extent necessary, of easements created herein. All governmental requirements must be complied with as to combining one Lot with another Lot. If Lots are combined the side set back lines must be measured from resulting side property lines rather than from the Lot lines as indicated on the applicable plat. The combining of two Lots will not forgive the obligation to pay Assessments on all Lots so combined. By way of example and not limitation, if two Lots are combined to create one Homesite, the Homesite will be obligated to pay two Assessments.

RP-2019-327798

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D. Landscaping

All open, unpaved space in the front and at the sides of a Homesite, must be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property.

Any significant changes in the existing landscaping on any Homesite must have prior written approval from the ARC.

Notwithstanding anything contained herein to the contrary, landscaping minimum standards may be established in the Guidelines. The ARC has discretion to determine if, as, or when the landscaping on a Lot does not meet the minimum standards established in the Guidelines.

E. Grading and Drainage

Topography of each and every Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject Homesite or not, or to the Common Areas. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite, or because of excess runoff will be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owners are responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

F. Temporary Structures

Temporary structures may only be erected on undeveloped Property by Builders with the prior written approval of the ARC, or the Declarant. By way of illustration and not limitation, temporary structures may include construction trailers and temporary construction debris receptacles. All temporary structures must be maintained in good condition and all construction debris must be contained to the site. Time limitations for such structures are limited to the period of active and exclusive construction and sales within the Subdivision.

G. Garages

Dwellings must at all times have either attached or detached garages. Garages are required to maintain fully operational overhead doors which are in good condition at all times. No garages may be used for or converted to a living area.

RP-2019-327798

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H. Minimum Square Footage

Minimum square feet of living area for Dwellings shall be designated in a Dedicatory Instrument (including, without limitation, Guidelines) as the Property is developed over time. Care should be taken to verify the required minimum and maximum square footage before submitting any application to the ARC.

Notwithstanding anything contained herein to the contrary, the Declarant hereby reserves the right to develop the Subdivision, and/or any additional property which may be subjected to this Declaration, in any manner consistent with residential use, including but not limited to Dwellings which may contain higher or lower square footage in other portions of the Subdivision.

ARTICLE XI. MAINTENANCE

A. General Maintenance

Each Owner must maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements, including driveway and its apron portion forward of the building line comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked or damaged in any manner. Grass, vegetation and weeds on each Homesite must be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs will be presumed to be unattractive.

Sidewalks, curbs, and driveways servicing a particular Lot, whether constructed within the boundaries of such Lot or within the street right-of-way adjacent to such Lot, must be maintained, repaired and replaced, as needed, by the Owner of such Lot, subject to prior written approval of the ARC. Where applicable, each Owner will also be responsible for maintaining and irrigating the landscaping adjacent to a public right-of-way located between the boundary of their Lot and the street. Owners may not remove grass, trees, shrubs, or similar vegetation from this area without prior written approval from the ARC.

B. Landscaping

In the event any Owner of any Homesite within the Property fails to maintain the landscaping, grass or vegetation of a Homesite in a manner consistent with the Community Wide Standard established within the Property and satisfactory to the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, will have the right but not the obligation, through its agent, contractors and/or employees, to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

C. Dwelling and Improvement Exteriors

In the event any Owner of any Homesite fails to maintain the exterior of the Homesite or improvement (including but not limited to the exterior of the Dwelling, improvement or other structures and the parking areas) in a manner consistent with the Community Wide Standard

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RP-2019-327798

established within the Property as solely determined by the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, will have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Homesite and to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

D. Other Hazards

To the extent necessary to prevent pest infestation, diminish fire hazards and/or diminish hazards caused by structural damage, the Association has the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling or other improvement located upon such Homesite, without notice to take the action necessary to prevent such pest infestation, diminish such fire hazards or diminish hazards caused by structural damage at the Owner's expense. Any such expenses, including administrative fees set by the Board, incurred by the Association will be secured by the continuing lien created herein.

E. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees will be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the exercise of its Self Help remedy, including the performance of the exterior maintenance, landscaping or other work authorized in this Declaration. The cost, including administrative fees set by the Board, of such exterior maintenance, interior hazard diminution and other work will be the personal obligation of the Owner of the Homesite on which it was performed and will become part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternately, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring said Homesite into compliance with these restrictions.

All Owners' replacement, repair and restoration practices as to the improvements on Property within the Subdivision are subject to the prior written approval of the ARC and must comply with all Guidelines which may change from time to time, as found necessary and appropriate in the discretion of the Board.

F. Casualty Losses

It is the Owner's obligation to have repaired or reconstructed any damage or destruction to their Dwelling or Lot. If a Dwelling, landscaping, Outbuilding or any other improvement located on a Lot is damaged by fire, storm, or any other casualty, the Owner must bring the affected Lot and all improvements thereon, as applicable, into compliance with the Dedicatory Instruments within six (6) months of the date of the casualty, pursuant to the architectural requirements and approval process set forth in the Dedicatory Instruments. Regarding Dwellings that are totally destroyed due to casualty, the Owner(s) of such Dwellings must have the Dwellings or damaged portions of the Dwellings razed within ninety (90) days of the date of the casualty, and replaced within twelve (12) months of the date of the casualty, subject to ARC prior written approval.

RP-2019-327798

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ARTICLE XII. VARIANCES

The Board, or its duly authorized representative, may authorize variances from compliance with any of the architectural provisions of this Declaration or Dedicatory Instruments, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be approved by at least a majority of the Board, and will become effective upon execution. The variance must be signed by a member of the Board and recorded in the Official Public Records of Harris County, Texas. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration and/or the Dedicatory Instruments will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance will not operate to waive any of the terms and provisions of this Declaration and/or the Dedicatory Instruments for any purpose except as to the particular provision hereof covered by the variance, nor will it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance may be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration and/or the Dedicatory Instruments. Action of the Board in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

Notwithstanding anything contained herein to the contrary, during the Development Period, the Declarant has the right to grant a variance of any of the covenants, conditions and restrictions contained herein so long as the variance is in keeping with the aesthetics of the Subdivision.

RP-2019-327798

ARTICLE XIII. LIMITATION OF LIABILITY

NEITHER DECLARANT, THE ASSOCIATION, THE ARC, THE BOARD, NOR ANY OF THE RESPECTIVE OFFICERS, AGENTS, MANAGERS, PARTNERS, DIRECTORS, SUCCESSORS OR ASSIGNS OF THE ABOVE, WILL BE LIABLE IN DAMAGES OR OTHERWISE TO ANYONE WHO SUBMITS MATTERS FOR APPROVAL TO ANY OF THE ABOVE-MENTIONED PARTIES, OR TO ANY OWNER AFFECTED BY THIS DECLARATION BY REASON OF MISTAKE OF JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OR DISAPPROVE ANY MATTERS REQUIRING APPROVAL HEREUNDER. APPROVAL BY THE ARC, THE BOARD, OR THE ASSOCIATION, OR ANY OF THEIR RESPECTIVE OFFICERS, PARTNERS, DIRECTORS, AGENTS, MANAGERS, SUCCESSORS OR ASSIGNS, IS NOT INTENDED AS ANY KIND OF WARRANTY OR GUARANTEE AS TO THE INTEGRITY OR WORKABILITY OF THE PLANS NOR THE CONTRACTORS USED.

ARTICLE XIV. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments

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The Owners of any Lot, by virtue of ownership of Property within the Subdivision, covenant and agree to pay to the Association all applicable assessments and any fines, penalties, interest and costs as more particularly set forth in this Declaration and any Supplemental Amendment, including but not limited to the following:

1. Annual Assessment
2. Special Assessment
3. Capitalization Fee

The Annual Assessment, Special Assessment, Capitalization Fee (each defined hereinafter) and any other assessment or charge set forth in this Declaration or a Dedicatory Instrument (collectively the "Assessment"), together with attorney's fees, late fees, interest and costs will be a charge and continuing lien in favor of the Association upon the Homesite and/or Lot against which each such Assessment is made. Each such Assessment, together with attorney's fees, late fees, interest and costs, will also be the personal obligation of the person or entity who was the Owner of the land at the time when the Assessment became due. No diminution or abatement of Assessments or set-off may be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or the Board under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The obligation to pay Assessments is a separate covenant on the part of each Owner of a Lot.

RP-2019-327798

B. Annual Assessments

1. Purpose

The Lots within the Subdivision are subject to the "Annual Assessment". Annual Assessments levied by the Association may be used for any legal purpose for the benefit of the Subdivision as determined by the Board and, in particular, may, by way of example and not limitation or obligation, include maintenance, repair or improvement of any Common Area, Area of Common Responsibility, sidewalks, pathways, fountains, parkways, private streets and roads, entry gates installed as a controlled access system, boulevards, esplanades, setbacks and entryways, patrol service, street cleaning, street lighting, mosquito control, landscape architecture, greenbelts, fences or walls, regulatory signage or directional signage, signalization, special pavement markings, entrances and entrance monuments, public or private art or sculptures, other services as may be in the Property's and Owners' interest and all buildings, services, improvements and facilities deemed necessary or desirable by the Board in connection with the administration, management, control or operation of the Subdivision. The Association may, in its sole discretion, give one or more of the purposes set forth herein preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith will be binding and conclusive on all Members. Parkways, fountains, private streets, roads, esplanades, setbacks and entryways that are not contained in any Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members. Such share agreements for maintenance and improvement

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require the consent of a majority of the total number of directors of the Association. Additionally, Annual Assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association's fair allocation for costs related to the participation in any agreement with other property owners associations or with owners or operators of nearby property for the benefit of Association Members, such as to consolidate services, reduce costs, and provide consistency and economy of scale. Approval to enter such agreements requires a majority vote of the Board, and the Board may act unilaterally to negotiate, execute, modify, or terminate such contractual arrangements.

2. Creation

Payment of the Annual Assessment is the obligation of each Owner, subject to the provisions below, and constitutes a lien on the Homesite, or Lot(s), binding and enforceable as provided in this Declaration.

3. Rate

The initial Annual Assessment established by the Association may not exceed Eight Hundred Seventy Five Dollars ($875.00) per Lot. The combining of two or more Lots will not forgive the obligation of the Owner(s) of such combined Lots to pay Annual Assessments on all Lots so combined. By way of example and not limitation, if two Lots are combined to create one Homesite, the Homesite will be obligated to pay two Annual Assessments. Declarant will elect annually to pay the deficit between the total approved operating budget for the year less the total amount due by Class A Members (the "Deficit"). A Builder is responsible to pay fifty percent (50%) of the Annual Assessment of other Lot Owners, for the period of time that the Builder owns a Lot. Notwithstanding anything contained herein to the contrary, any Lot being used by Declarant as a model home or sales office Lot will not be subject to any Assessments created herein. Upon conveyance of such model home or sales office Lot to a purchaser, said Lot will thereafter be subject to all Assessments and charges provided for in this Declaration and as secured by the lien created herein.

4. Commencement

For purposes of calculation, the initial Annual Assessment for a Lot will commence on the date of closing. Annual Assessments are due in advance on January 1st for the coming year and will be delinquent if not paid in full as of January 31st of each year.

5. Proration

An Owner's initial Annual Assessment will be made for the balance of the calendar year as determined on a pro-rata basis and will become due and payable on the commencement date described above. The Annual Assessment for any year after the first year will be due and payable on the first day of January. Any Owner who purchases a

RP-2019-327798

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Lot or Lots after the first day of January in any year will be personally responsible for a pro-rated Annual Assessment amount for that year.

6. Levying of the Assessment

The Annual Assessment will be levied at the sole discretion of the Board. The Board will determine the sufficiency or insufficiency of the then-current Annual Assessment to reasonably meet the expenses for providing services and capital improvements in the Subdivision and may, at its sole discretion and without a vote by the Members, increase the Annual Assessment in an amount up to ten percent (10%) annually. The Annual Assessment may only be increased by more than ten percent (10%) annually if such increase is approved by Owners of a majority of the Lots present, in person or by proxy, at a meeting called for said purpose at which a quorum is present in person or by proxy. The Annual Assessment may not be adjusted more than once in a calendar year nor may any increase be construed to take effect retroactively, unless otherwise approved by Owners of a majority of the Lots subject to such Annual Assessments present at a meeting called for said purpose at which a quorum is present in person or by proxy.

Annual Assessments will be payable in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price and method of payment differentials. The Board may require advance payment of Annual Assessments at closing of the transfer of title to a Lot, and impose special requirements for Owners with a history of delinquent payment.

The annexation of all or a portion of property adjoining the Subdivision may result in the Board adjusting the rate of Annual Assessments to be charged to the annexed property such that the adjusted Annual Assessments may not be uniform with the Annual Assessments being charged to other Owners. The Board has the absolute discretion to determine any such adjustment on a case-by-case basis.

C. Special Assessment

In addition to the Annual Assessment authorized above, the Association may levy a "Special Assessment" applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, modification, repair or replacement of a capital improvement in the Common Area or Area of Common Responsibility, or any unbudgeted expenses or expenses in excess of those budgeted, unusual, infrequent expense benefiting the Association, provided that any such Special Assessment must have the approval of both (i) the Owners of a majority of the Lots present at a meeting duly called for this purpose at which a quorum is present in person or by proxy; and (ii) during the Development Period, the written approval of the Declarant. Such Special Assessments will be due and payable as set forth in the resolution authorizing such Special Assessment and will be levied only against those Owners subject to the Annual Assessment as set forth hereinabove and will be prorated in accordance therewith. The Association, if it so chooses, may levy a Special Assessment against only those Lots benefited by or using the capital improvement for which the Special Assessment is being levied. Special Assessments will be due upon presentment of an invoice, or copy thereof, for the

RP-2019-327798

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same to the last-known address of the Owner. Declarant is not obligated to pay Special Assessments.

D. Capitalization Fee

Each purchaser of a Lot within the Subdivision, other than the Declarant, hereby covenants and agrees to pay to the Association a capitalization fee, which is an amount equal to one hundred percent (100%) of the then-current Annual Assessment (the "Capitalization Fee"), unless otherwise determined by the Board. Such Capitalization Fee will be payable to the Association at the closing of the transfer of title to a Lot and will not be prorated. The Capitalization Fee is in addition to, not in lieu of, the Annual Assessment and will not be considered an advance payment of such Annual Assessments. The payment of the Capitalization Fee is secured by the continuing lien set forth herein and will be collected in the same manner as Assessments.

The transferring Owner must notify the Association's Secretary, or managing agent, of a pending title transfer at least seven (7) days prior to the transfer. Such notice must include the name of the purchaser, the date of title transfer, and other information as the Board may require. The Capitalization Fee may be used by the Association for any purpose, which in the Association's sole discretion is for the benefit of the Subdivision, including the placement of such Capitalization Fee in a reserve account.

E. Collection and Remedies for Assessments

1. The Assessments provided for in this Declaration, together with attorneys' fees, interest, late fees and costs as necessary for collection, are a charge on and a continuing lien upon the land in favor of the Association against which each such Assessment is made. Each such Assessment, together with attorney's fees, interest, late fees, and costs, is also be the personal obligation of the Owner of the Lot at the time the Assessment became due.

2. Any Assessment not paid within thirty (30) days after the due date will bear interest from the due date at the lesser of (i) eighteen percent (18%) or (ii) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the Assessments hereby levied, a lien is hereby created in favor of the Association and will run with title to each Lot in the Subdivision, which lien may be foreclosed upon by the Association pursuant to the laws of the State of Texas; each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

4. The President of the Association, or his or her designee, is hereby appointed Trustee to exercise the Association's power of sale. Trustee will not incur any personal liability hereunder except for his or her own willful misconduct.

RP-2019-327798

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5. Although no further action is required to create or perfect the lien, the Association may, as further evidence give notice of the lien, by executing and recording a document setting forth notice that delinquent sums are due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However the failure of the Association to execute and record any such document will not, to any extent, affect the validity, enforceability, or priority of the lien. If required by law, the Association must also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

6. In the event the Association has determined to foreclose its lien provided herein, and to exercise the power of sale hereby granted, such foreclosure will be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained herein to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established herein, including but not limited to nonjudicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration.

7. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, will have the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period such foreclosed Lot is owned by the Association following foreclosure, (1) no right to vote may be exercised on its behalf; and, (2) no Assessment may be levied on it. Out of the proceeds of such sale, there will be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there will be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, will be paid to such Owner. Following any such foreclosure, each Occupant of any such Lot foreclosed on and each Occupant of any improvements thereon will be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

F. Subordination of the Lien to Purchase Money Mortgages

The lien for Assessments, including interest, late charges, costs and attorney's fees, provided for herein will be subordinate to the lien of any purchase money mortgage (including any renewal, extension, rearrangement or refinancing thereof) on any Lot or Homesite. The sale or transfer of any Lot or Homesite will not affect the Assessment lien. The sale or transfer will not relieve such Lot or Homesite from lien rights for any Assessments thereafter becoming due. Where the mortgagee holding a purchase money mortgage of record or other purchaser of a Lot or Homesite obtains title pursuant to foreclosure of the mortgage, it will not be liable for the share of the Assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title. However, from the date of foreclosure forward, such Assessments will again accrue and be payable to the Association.

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RP-2019-327798

G. Notice of Delinquency

When the Association or its agent or designee gives a written notice of the Assessment to any Owner who has not paid an Assessment that is due under this Declaration, such notice will be mailed to the Owner's last known address. The address of the Lot or Homesite will be presumed to be the address for proper notice unless written notice of another address has been provided by the Owner to the Association.

ARTICLE XV. MODIFICATION AND TERMINATION OF COVENANTS

Notwithstanding anything contained in this Declaration to the contrary, in the event this Declaration, or a Supplemental Amendment, is amended and restated in the future, such amendment and restatement will not affect or disturb the lien created herein or any annexation accomplished by the Supplemental Amendment, which lien and annexation will continue to be in full force and effect from the date the Declaration and Supplemental Amendment were recorded.

A. Amendment by Declarant

In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Development Period, the Declarant may amend this Declaration and any Supplemental Amendment for any purpose; provided, however, any such amendment may not adversely affect the title to any Lots or Homesites unless the Owner consents thereto in writing.

After the expiration of the Development Period, the Declarant may amend this Declaration and any Supplemental Amendment at any time without the joinder or consent of any Owners, entity, Lender or other person to amend this Declaration and any Supplemental Amendment if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots and Homesites; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots or Homesites; or (e) for the purpose of clarifying or resolving any ambiguities or conflicts herein or in any Supplemental Amendment, or correcting any inadvertent misstatements, errors or omissions herein or in any Supplemental Amendment; provided, however, any such amendment may not adversely affect the title to any Lots or Homesites unless the Owner consents thereto in writing.

Any amendment to the Declaration or a Supplemental Amendment made by Declarant will be recorded in the Official Public Records of Harris County, Texas, whereupon to the extent of any conflict with this Declaration or Supplemental Amendment, and any amendment thereto, the more restrictive provision will control.

Any amendment made by the Declarant becomes effective upon recording unless otherwise specified in the amendment.

RP-2019-327798

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B. Amendment by Owners

During the Development Period, this Declaration and any Supplemental Amendment may be amended, modified or terminated by the approval of Owners of a majority of the Lots and the written consent of the Declarant. After the termination of the Development Period, approval by the Owners of a majority of the Lots is required to amend, modify or terminate this Declaration and any Supplemental Amendment; provided however, any such amendment must be approved in writing by the Association. Upon approval of the Owners, as set out above of said amended declaration or amended supplemental amendment (as evidenced by the President's or Vice-President's signature) the amended declaration or amended supplemental amendment will be recorded in the Official Public Records of Harris County, Texas, whereupon to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the more restrictive provision will control. For purposes of this Section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot.

Notwithstanding anything contained herein to the contrary, the Association is entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration and any Supplemental Amendment:

1. by written ballot, or electronic ballot as same may be established by the Board, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;

2. at a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records;

3. by door-to-door circulation of a petition by the Association or a person authorized by the Association; and/or

4. by any other method permitted under this Declaration or applicable law. Any limitation of amendment to the Declaration and any Supplemental Amendment related to said Property will not limit the rights of the Declarant pertaining to the Declaration and any Supplemental Amendment as otherwise herein reserved. Particularly reserved to the Declarant, is the right and privilege of Declarant to designate the use and architectural restrictions applicable to any portion of the Properties, as provided herein; and such designation, or subsequent change of designation, will not be deemed to adversely affect any substantive right of any existing Owner.

ARTICLE XVI. ALTERNATE DISPUTE RESOLUTION

It is the intent of the Association and the Declarant to encourage the amicable resolution of disputes involving the Subdivision and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the following dispute resolution procedures control and attempt

RP-2019-327798

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to resolve all claims, grievances or disputes involving the Subdivision, including, without limitation, claims grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Dedicatory Instruments.

A. Dispute Resolution

No dispute between any of the following entities or individuals may be commenced until the parties have submitted to non-binding mediation: Owners; Members; the Board of Directors; officers in the Association; or the Association.

Disputes between Owners that are not regulated by the Declaration are not subject to the dispute resolution process.

B. Outside Mediator

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager as certified by the Community Associations Institute, or a Certified Property Manager as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Subdivision, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. Costs for such mediator will be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party must select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party must pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

RP-2019-327798

C. Mediation is Not a Waiver

By agreeing to use this Alternate Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Assessment Collection and Lien Foreclosure

The provisions of this Declaration dealing with Alternate Dispute Resolution do not apply to the collection of Assessments and/or the foreclosure of the lien by the Association as set out in the Declaration.

E. Term

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This Article will be in full force and effect during the Development Period. Thereafter, this Article will remain in full force and effect unless, at the first open meeting of the Association after such initial period, a majority of the Board votes to terminate the provisions of this Article.

ARTICLE XVII. GENERAL PROVISIONS

A. Severability

The invalidity of any one or more of the provisions of this Declaration will not affect the validity of the other provisions thereof.

B. Compliance with Laws

At all times, each Owner must comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Homesite and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the provision will be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

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

D. Headlines

The titles and captions for this Declaration and the sections contained herein are for convenience only and will not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

E. Governing Law

The provisions in this Declaration will be governed by and enforced in accordance with the laws of the State of Texas, and mandatory venue will be in Harris County, Texas. Any and all obligations performable hereunder are to be performed in Harris County, Texas.

F. Fines for Violations

The Association may assess fines for violations of the Dedicatory Instruments, other than non-payment or delinquency in Assessments, in amounts to be set by the Board, which fines are secured by the continuing lien set out in this Declaration.

G. Books and Records

RP-2019-327798

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The books, records and papers of the Association will, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, pursuant to a Records Production and Copying Policy adopted by the Association.

H. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration will be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

I. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association will administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation will cause any revocation, change or addition to this Declaration.

J. Current Address and Occupants

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot or Homesite at all times. If an Owner fails to notify the Association of their current address, the Association may use the address of the Lot or Homesite as the current address. If Owner leases the property, he must supply the name of the Occupant present upon the execution of any lease.

K. Security

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT WILL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER WILL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY

RP-2019-327798

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SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

L. View Impairment

Neither the Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Common Areas, Areas of Common Responsibility, reserves or open space within the Subdivision will be preserved without impairment. The Declarant and the Association have no obligation to relocate, prune, or thin trees or shrubs or other landscaping. The Association has the right, without the obligation, to relocate, prune, thin, or add trees and other landscaping or improvements to the Common Area. There are no express or implied easements for view purposes or for the passage of light and air. No Owner has the right to object to the construction of improvements on any adjacent or nearby Lot, Area of Common Responsibility or the Common Area, based on the impact of such improvements on the Owner's view.

M. Video, Data and Communication Service Agreements

Subject to the approval of the Declarant during the Development Period, the Association has or may hereafter enter into an agreement with a service provider for the provision of cable television, data and/or other communication services in order to obtain access to benefits and services for the benefit of Owners and Dwellings located in the Subdivision. Payment for services and benefits provided pursuant to video, data and/or communication service agreements executed pursuant to this provision will be made from Assessments levied and collected by the Association pursuant to the authority granted herein, and such Assessments will be supported by the lien created herein. While Owners are free to obtain the same or similar services from a provider of their choice, no Owner may avoid paying any portion of Assessments levied based on non-use of video, data or communication services provided and paid for by the Association with Assessments.

N. Occupants Bound

All provisions of the Dedicatory Instruments applicable to the Property and Owners, will also apply to all Occupants of any Lot or Dwelling. Every Owner must cause all Occupants to comply with the foregoing, and every Owner will be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies

RP-2019-327798

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available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Subdivision and/or that any lease, agreement or permission given allowing the Occupant to be present be terminated.

O. Transfer of Title and Resale Certificate

1. Transfer of Title: Any Owner, other than the Declarant, desiring to sell or otherwise transfer title to his or her Lot must give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The person, other than the Declarant, transferring title will continue to be jointly and severally responsible with the person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

Upon acceptance of title to a Lot, the new Owner of the Lot must pay to the Association an administrative transfer fee to cover the administrative expenses associated with updating the Association's records, which transfer fee is supported by the lien created herein. Such fees will be in such amount as the Board may reasonably determine necessary to cover its costs, including but not limited to, and fees charged by a management company retained by the Association for updating its records.

2. Resale Certificate: No Owner, other than the Declarant, may transfer title to a Lot, together with the improvements thereon, unless and until he or she has requested and obtained a resale certificate signed by a representative of the Association as described in Chapter 207 of the Texas Property Code, or its successor statute ("Resale Certificate") indicating, in addition to all other matters described in Chapter 207, the information required in Section 5.012 of the Texas Property Code.

The Association may charge a reasonable fee to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any update to a Resale Certificate, which charge is supported by the lien created herein.

P. Water Management

Each Owner acknowledges and agrees that some or all of the water features, which may include but are not limited to, rivers, bayous, ponds, streams, creeks, lakes and/or any wetlands in or adjacent to the Subdivision may be designed as water management areas and are not designed solely as aesthetic features. Due to fluctuations in water elevations with the immediate area and as a result of natural events such as hurricanes or tropical storms, water levels will rise and fall. Each Owner further acknowledges and agrees that neither the Association nor Declarant has, and neither is obligated to, exert control over such elevations. Therefore, each Owner agrees to, by purchase of a Lot, release and discharge Declarant and Association from and against any and all losses, claims, damages (compensatory, consequential, punitive or otherwise), injuries or deaths, and expenses of whatever nature or kind, including without limitation legal costs related to or arising out of any claim relating to such fluctuations in water elevations. Owners may not alter, modify, expand, fill or otherwise adversely affect any water

RP-2019-327798

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features, wetlands or waterways located within or in the vicinity of the Subdivision without the prior written approval of the authorities as may have relevant jurisdiction over such matters.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 26th day of July, 2019.

DECLARANT:

BEAZER HOMES TEXAS, L.P.,
a Delaware limited partnership

By: its general partner, Beazer Homes Texas Holdings, Inc., a Delaware corporation

By: _____
Print Name: Jeff Anderson
Print Title: Vice President Land

STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Anderson, the VP-Land of BEAZER HOMES TEXAS HOLDINGS, INC., the general partner of BEAZER HOMES TEXAS, L.P., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of July, 2019.

KATHRYN DAW
Notary Public, State of Texas
Comm. Expires 03-15-2021
Notary ID 2984140

_____
Notary Public – State of Texas

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DECLARANT:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By: _____
Print Name: Robert (Bobby) Skinner
Print Title: ~~Authorized Agent (Land Development)~~

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT SKINNER, the AUTHORIZED AGENT of TAYLOR MORRISON OF TEXAS, INC., a Texas corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26TH day of JULY, 2019.

_____
Notary Public – State of Texas

BRENDA MCCULLAH
Notary Public State of Texas
My Commission # 125928825
My Comm. Exp. December 28, 2019

RP-2019-327798

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RP-2019-327798

Pages 63

07/30/2019 08:43 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

DIANE TRAUTMAN

COUNTY CLERK

Fees $260.00

RP-2019-327798

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS