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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR RESERVE AT WESTON LAKES SECTION 4

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR RESERVE AT WESTON LAKES SECTION 4

THE STATE OF TEXAS	§
	§
COUNTY OF FORT BEND	§

This Declaration of Covenants, Conditions and Restrictions for Reserve at Weston Lakes Section 4, is made on the date hereinafter set forth by Surface Properties Investment Fund IV, L.P., a Texas limited partnership (hereinafter collectively referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property heretofore platted and subdivided into that certain residential subdivision known as RESERVE AT WESTON LAKES SECTION 4, a Subdivision of 27.49 acres of land in Fort Bend County, Texas, according to the Subdivision Plat of said Subdivision recorded in the office of the County Clerk of Fort Bend County, Texas, on the 28th of August, 2019, after having been approved as provided by law, and being recorded under Slide No. 20190217, Plat Records of Fort Bend County, Texas (the "Property"); and

WHEREAS, it is the desire of Declarant to place certain restrictions, easements, covenants, conditions, stipulations and reservations upon and against such Property in order to establish a uniform plan for the development, improvement, and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots within said Subdivision.

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes upon the Property, and declares the following reservations, easements, restrictions, covenants, and conditions, applicable thereto all of which are for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Property, which Restrictions shall run with the Property, shall bind all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof. Declarant also declares that this Subdivision shall be subject to the jurisdiction of the Association.

ARTICLE I

DEFINITIONS

Section 1.01 "Association" shall mean and refer to Weston Lakes Property Owners Association,

Inc., a Texas non-profit corporation, its successors and assigns.

Section 1.02 "Association Notice of Lien" shall have the meaning set forth in Section 6.06(a).

Section 1.03 "Board of Trustees" shall mean and refer to the Board of Trustees of the Association.

Section 1.04 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for sale to third parties.

Section 1.05 "Bylaws" shall mean the Bylaws of the Association, as they may be amended from time to time.

Section 1.06 "Committee" shall mean and refer to the entity with the authority to grant or withhold architectural approval as described in Article IV, being the Declarant or the Weston Lakes Architectural Control Committee.

Section 1.07 "Common Area" shall mean and refer to all those areas of land within the Property as shown on the Plat, except the Lots, but including all of the private streets, Restricted Reserves, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue of this Declaration, the Plat, or prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Area in the Subdivision" shall mean and refer to the Common Area as defined in this Declaration. Notwithstanding the foregoing, no portion of the Property shall be deemed part of the Common Area until conveyed to the Association.

Section 1.08 "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Area. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; sidewalks; driveways; landscaping; guardhouse; access and security control equipment; esplanades; road crossings; walls; bulkheads; irrigation and drainage systems; and other similar and appurtenant improvements. References herein to the "the Common Facilities (any Common Facility) in the Subdivision" shall mean and refer to Common Facilities as defined in this Declaration. Notwithstanding the foregoing, the term "Common Facilities" shall not include any facilities or

improvements used by Declarant or Builders for the purposes of sales, marketing, construction, development, and management of the Subdivision.

Section 1.09 Deleted.

Section 1.10 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.11 "Control Transfer Date" shall have the meaning set forth in Section 4.02(c). The period commencing on the date hereof and terminating on the Control Transfer Date is intended to be the "development period" as such term is described in Section 209.002 of the Texas Property Code.

Section 1.12 "Country Club Charges" shall have the meaning set forth in Section 6.02(f).

Section 1.13 "Country Club Membership" shall have the meaning set forth in Section 6.02(f).

Section 1.14 "Declarant" shall mean and refer to Surface Properties Investment Fund IV, L.P., a Texas limited partnership, and its successors and assigns, (i) if such successors or assigns should acquire more than one (1) Lot from a Declarant, and (ii) if such successors or assigns are designated in writing by the then-existing Declarant as a successor or assignee of all or part of the rights of the Declarant hereunder, including, but not limited to, any assignment to a Lender furnishing financing for the development of the Property.

Section 1.15 "Declaration" shall mean and refer collectively to this instrument and the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by, included, or expressed in this document.

Section 1.16 "Distribution Agreement" shall mean an Underground Electrical Distribution Agreement between Declarant and the Electric Company.

Section 1.17 "Drainage District" shall mean the Fort Bend County Drainage District, or any successor entity with substantially the same purpose.

Section 1.18 "Electric Company" shall mean and refer to the public or private utility company providing electric utility service to the Subdivision.

Section 1.19 "Exempt Lot" shall mean a Lot that is exempted from the obligation to pay the Maintenance Charge by Declarant or the Association in accordance with Section 6.02(g).

Section 1.20 "Family" shall mean and refer to those members of a Member's immediate family living in the Member's residence on a Lot.

Section 1.21 "Functions" shall have the meaning set forth in Section 8.02.

Section 1.22 "Golf Course" shall mean and refer to the golf course operated by the WLCC.

Section 1.23 "Lot" shall mean and refer to each plot of land delineated and enumerated upon the recorded Subdivision Plat of the Property upon which there has been or may be constructed a single-family residence and to the residence and improvements constructed or to be constructed thereon. The term "Lot" shall not mean or include any portion of the Reserves or Common Area, regardless of the use made of such Common Area or portions thereof.

Section 1.24 "Maintenance Charge" shall have the meaning set forth in Section 6.01.

Section 1.25 "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.26 "Notice of Completion" shall have the meaning set forth in Section 4.07.

Section 1.27 "Notice of Noncompliance" shall have the meaning set forth in Section 4.07.

Section 1.28 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers (a seller under a contract for deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Declarant (except as otherwise provided herein), and (iii) Builders.

Section 1.29 "Property" shall mean the real property described in the Subdivision Plat as being a part of Reserve at Weston Lakes Section 4 Subdivision.

Section 1.30 "Related Users" shall mean a Member's Family, as well as the tenants or contract purchasers who reside in the dwelling on the Lot owned by such Member.

Section 1.31 "Reserves" shall mean the real property depicted on the Subdivision Plat as the "Restricted Reserves".

Section 1.32 "Rules and Regulations" shall mean the rules and regulations of the Association described in Section 8.17.

Section 1.33 "Side Lot Utility Easement" shall mean a Utility Easement along the side

property lines of a Lot.

Section 1.34 "Subdivision" shall mean the real property described in the Subdivision Plat as being a part of Reserve at Weston Lakes Section 4 Subdivision.

Section 1.35 "Subdivision Plat" shall mean the plat for Reserve at Weston Lakes Section 4 Subdivision, recorded in the office of the County Clerk of Fort Bend County, Texas, on the 28th of August, 2019, and being recorded under Slide No. 20190217, Plat Records of Fort Bend County, Texas.

Section 1.36 "Utility District" shall mean and refer to the Fort Bend County Municipal Utility District No. 81.

Section 1.37 "Utility Easement" shall mean and refer to the streets and roads depicted on the Subdivision Plat, as well as the easements for public or private utility purposes shown on the Subdivision Plat, described in the Declaration, or that have been or may hereafter be created by separate instrument recorded in the Real Property Records of Fort Bend County, Texas, for the purposes of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telecommunications lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, digital or fiber optic transmission or any other utility (whether public or private) the Declarant sees fit to install or permit to be installed, in, across and/or under the Property.

Section 1.38 "Weston Lakes Architectural Control Committee" shall mean the committee formed by the Association for the purposes of review and approval of plans for construction of improvements within the Weston Lakes Subdivision.

Section 1.39 "Weston Lakes Subdivision" shall mean and refer to that certain planned development community located in Fort Bend County, Texas, consisting of this Subdivision and Sections 1 through 16, and Sections 18 and 19 of Weston Lakes, Sections 1 through 3 of Bradford on the Bend, Sections 1 and 2 of Weston Lakes Village, Sections 1 and 2 of Riverwood Forest at Weston Lakes, Fairway Villas, and Reserve at Weston Lakes Sections 1, 2, 3 and 5, all as set forth in the plats thereof filed for record in the Plat Records of Fort Bend County, Texas, together with such other subdivisions and sections as may be platted and added into the Weston Lakes planned development.

Section 1.40 "Weston Lakes Country Club" shall mean and refer to the country club operated

by the WLCC, and its successors and assigns.

Section 1.41 "WLCC" shall mean and refer to Weston Lakes Country Club, Inc., its successors and assigns, as the owner and operator of the Golf Course and the Weston Lakes Country Club.

Section 1.42 "WLCC Notice of Lien" shall have the meaning set forth in Section 6.06(b).

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Plat of the Property. The Subdivision Plat dedicates for use as such, subject to the limitations as set forth therein, the private roads and streets and easements shown thereon. The Subdivision Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions, and reservations created herein or shown on the Subdivision Plat, replats, or amendments of the Subdivision Plat of the Subdivision recorded or hereafter recorded shall be incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Declarant reserves for public use the Utility Easements shown on the Subdivision Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Fort Bend County, Texas. Declarant and its assigns further expressly reserve the right to enter upon any Lot for the purpose of constructing or maintaining any natural drainage pattern, area or easement. All Utility Easements in the Subdivision may be used for the construction of drainage swales or ditches in order to provide for improved surface drainage of the Reserves, Common Area, or Lots. Notwithstanding anything to the contrary contained in this Section 2.02, no sewers, electrical lines, water lines, or other utilities may be installed on the Property except as initially approved in writing by the Declarant. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or the Utility District shall have the right to enter upon any Utility Easement for the purpose of installation, repair and maintenance of their

respective facilities. Neither Declarant, nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Lots by contract for deed or other conveyance shall be subject to any Utility Easement affecting the same and any other easement created in this Declaration or hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their lots which are utilized for or serve other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Section 2.04 Utility Easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Subdivision Plat and/or by separate recorded easement documents.

(b) No building shall be located over, under, upon or across any portion of any Utility Easements. However, the Owner of each Lot shall have the right to construct, keep and maintain concrete drives and similar improvements across the Utility Easements along the front of the Lot and/or along the side of corner Lots adjacent to street rights-of-way and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots.

(c) The Owner of each Lot also shall have the right to construct, keep and maintain walkways, steps and air conditioning units and equipment over, across or upon any Side Lot Utility Easement, other than along any Side Lot Utility Easement which is adjacent to a street right-of-way, and shall be entitled, at all times, to cross, have access to and use the improvements located thereon, provided, however, any such improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at the Owner's risk and, as such, the Owner of each Lot subject to said Side Lot Utility Easement shall be responsible for (i) any and all repairs to the walkways, steps and air conditioning units and equipment which cross or are located upon such Side Lot Utility Easement; and (ii) repairing any damage to said

improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Side Lot Utility Easement. The construction of driveway paving on a Side Lot Utility Easement is expressly prohibited.

(d) **THE OWNER OF EACH LOT SHALL INDEMNIFY AND HOLD HARMLESS DECLARANT, THE UTILITY DISTRICT AND PUBLIC UTILITY COMPANIES HAVING FACILITIES LOCATED OVER, ACROSS OR UNDER UTILITY EASEMENTS FROM ANY LOSS, EXPENSE, SUIT OR DEMAND RESULTING FROM INJURIES TO PERSONS OR DAMAGE TO PROPERTY IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH SAID OWNER'S INSTALLATION, MAINTENANCE, REPAIR OR REMOVAL OF ANY IMPROVEMENTS LOCATED WITHIN OR OVER UTILITY EASEMENTS, INCLUDING WHERE SUCH INJURY OR DAMAGE IS CAUSED OR ALLEGED TO BE CAUSED BY THE SOLE NEGLIGENCE OF SUCH PUBLIC UTILITY OR ITS EMPLOYEES, OFFICERS, CONTRACTORS, OR AGENTS.**

(e) In no event shall any Owner construct, maintain or use any of the above-described improvements or any other improvements within any Utility Easements located along the rear of such Owner's Lot.

Section 2.05 Private Streets. The entry gate(s) or other entry security device(s), streets and roads within the Subdivision shall be and are "private" and once conveyed to the Association shall constitute a portion of the Common Area which are subject to the jurisdiction of and administration by the Association. The roads and streets in this Subdivision are not dedicated to the public, but shall be conveyed to the Association on or before the Control Transfer Date, and operated as private streets by the Association, with each Owner having an easement for the use and benefit of such Owner of a Lot fronting thereon or adjacent thereto, which easements shall include rights of ingress, egress, and passage over and along said streets in favor of the Declarant, the Association, the Owners and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees, and the successors-in-title to each Lot Owner and in

favor of the invitees and designees of each successor-in-title to each Lot Owner, but not in favor of the public.

Subject to the terms and conditions of this Section 2.05, the private roads and streets in this Subdivision, as shown on the Subdivision Plat, are also hereby dedicated as Utility Easements strictly for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telecommunications lines, gas lines, sewers, water lines, storm drainage (surface or underground) or any other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Property. The dedication of the private roads and streets as Utility Easements shall not affect the Association's operation of the roads and streets in this Subdivision as private roads and streets, as set forth above in this Section 2.05.

Notwithstanding the Association's operation of the roads and streets in the Subdivision as private streets, Declarant hereby grants to law enforcement agencies and officers of Fort Bend County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, their vehicles and equipment, ambulances, school buses, Fort Bend County officials and personnel and other governmental officials and personnel, rights of ingress and egress and passage over and along said private roads and streets of the Subdivision, in connection with the performance of their official functions. In addition to the other provisions appearing within this Article, the Board of Trustees of the Association is specifically authorized to recommend, adopt, implement, and enforce rules, regulations, mechanisms and procedures governing use of the entry gate(s), streets and roads covering items such as (but not necessarily limited to):

(a) identification and entry programs for Owners and their respective immediate families, their guests and invitees and vehicles owned or driven by any of them;

(b) speed limits, designated parking areas, restricted parking areas and no-parking areas;

(c) signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;

(d) a "fines" system through which the Association can levy and collect fines from

Members for violations of the applicable rules and regulations; and

(e) disclaimers of liability for any and all matters or occurrences on or related to the Common Area.

The streets and roads in the Subdivision are dedicated for the private use and benefit of Lot Owners within the Subdivision. The Association shall be responsible for the maintenance and upkeep of the private streets and roads and shall be authorized to assess and collect a maintenance fee against the Lots and to expend funds so collected for such purposes. The Association may make an offer of public dedication of the private streets in the Subdivision if such dedication is authorized by the affirmative vote of a majority of Lot Owners within the Subdivision and all other sections of the Weston Lakes Subdivision. To be effective, an offered public dedication must be accepted by a formal vote of the governing body of the public entity which would have jurisdiction over the streets which are the subject of the offered public dedication. Until formally accepted, private streets which are offered for public dedication remain the responsibility of the Association.

ARTICLE III

USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one (1) detached dwelling to be used solely for single-family residential purposes not to exceed two (2) stories in height and a private garage (or other covered parking facility) and other bona fide servant's quarters; provided, however, that the servant's quarters structure will not exceed the main dwelling in height or number of stories. Except as hereinafter provided with respect to model homes, each residence shall have a fully-enclosed garage for not less than two (2) cars, which garage is available for parking automobiles at all times without any modification being made to the interior thereof. No garage may exceed two (2) stories in height. The garage portion of any model home may be used by Builders for sales purposes, storage purposes and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage with operable garage doors. All garages shall open to the side or to the rear of the Lot upon which it is built, except that a garage may open to the front of the Lot if the

front of the garage is set back at least five (5) feet from the front of the main residential dwelling. A front-load garage may be even with the front fascia of the main residential dwelling on Lots 24 through 47 or in front of the front facia of the main dwelling on Lots 1 through 23, if upgraded doors that are approved by the Committee are used, and prior written approval has been obtained from the Committee. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, town houses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within the Subdivision.

Except as otherwise provided in Section 3.18, no portable buildings of any type or character shall be moved or placed upon any Lot. Buildings of every type and character, whether attached to or detached from the main residential structure or garage constructed on the Lots, must be approved by the Committee prior to the commencement of the construction of such buildings. Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within twelve (12) months from the setting of forms for the foundation of said building or structure. Pre-fabricated or pre-built homes may not be moved onto a Lot.

Section 3.02 Composite Building Site; Re-Subdivision. No Lot Owner may consolidate one (1) or more adjoining Lots (or portions thereof) into a single lot or building site without the approval of the Committee. Further, no Lot Owner may further re-plat or re-subdivide one (1) or more Lots if the resulting lots would contain less square footage than the original Lots as depicted on the Subdivision Plat.

Section 3.03 Minimum Square Footage Within Improvements. The minimum living area of the main residential structure (exclusive of porches and parking facilities) on a Lot shall be as follows:

Lots 1 – 23	1,800 square feet;
Lots 24 – 38	2,200 square feet for a one (1) story dwelling and 2,350 for a two (2) story dwelling;
Lots 39 – 47	2,500 square feet for a one (1) story dwelling and 2,700 for a two (2) story dwelling;

Section 3.04 Location of Improvements Upon a Lot. No building or improvement of any kind shall be located on any Lot nearer to the front, rear, side or street-side Lot building line shown on the

Subdivision Plat. For purposes of this Declaration, eaves, steps and unroofed terraces shall not be considered as part of a residential structure or other improvement. This covenant shall not be construed to permit any portion of a building foundation on a Lot to encroach upon an easement. The main residential structure on any Lot shall face the front of the Lot, unless a deviation is approved in writing by the Committee.

TABLE OF BUILDING SETBACK REQUIREMENTS

Block 1	**Front Building Setback**	**Rear Building Setback**	**Side Building Setback**
Lot 1	25 feet	10 feet	20 feet on side abutting Whispering Pecans Drive; 5 feet on side abutting adjacent Lot
Lots 2, 4, 24, 27, 31	20-25 feet as set forth on Subdivision Plat	10 feet	5 feet
Lot 3	20 feet	10 feet on north and east sides	5 feet
Lots 5-12, 17-22, 25, 26, 32-38	25 feet	10 feet	5 feet
Lots 13-16; 28-30	20 feet	10 feet	5 feet
Lot 23	25 feet	10 feet	10 feet on north side; 5 feet on other sides
Lots 39-43	25 feet	20 feet	10 feet
Lots 44 and 46	20 feet	20 feet	10 feet
Lot 45	20-25 feet as set forth on Subdivision Plat	20 feet	15 feet on side abutting Whispering Pecans Drive; 10 feet on side abutting adjacent Lot
Lot 47	20-25 feet as set forth on Subdivision Plat	20 feet	20 feet on side abutting Whispering Pecans Drive; 10 feet on side abutting adjacent Lot

Section 3.05 Residential Foundation Requirements. All building foundations shall consist of concrete slabs, unless the Committee approves a different type of foundation when circumstances such as the topography of the Lot make it impractical to use a concrete slab for all or any portion of the foundation of the building improvements constructed on the Lot. The minimum finished slab elevation

for all Lots shall be 107.0 feet above mean sea level. In no case will a slab be lower than twenty-four (24) inches above natural ground or the base flood elevation, whichever is greater. All foundations are required to be engineered and designed by a qualified engineer based upon soil boring information as recommended by the engineer.

Section 3.06 Excavation and Tree Removal. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

Section 3.07 Removal of Trees, Trash and Care of Lots During Construction of Residence.

(a) Each Owner, during their respective construction of a residence, is required to remove and haul from their Lot all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from their Lot for construction of the residence, construction of other improvements and landscaping. No burning is allowed on any Lot and no materials or trash hauled from a Lot may be placed elsewhere in the Subdivision or on land owned by Declarant whether adjoining the Subdivision or not.

(b) Each Owner, during their respective construction of a residence, is required to continuously keep their Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the Lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.

(c) No trash, materials, or dirt is allowed in the street or street ditches. All Owners shall keep street and street ditches free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed, without delay, not less frequently than daily.

(d) No Owner or Contractor may enter onto a Lot adjacent to the Lot upon which he is building for purposes of ingress and egress to his Lot during or after construction, unless such adjacent Lot is also owned by such Owner, and all such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building or waste materials during or after construction of building improvements by the Owner of an adjacent Lot.

Section 3.08 Drainage.

(a) Each Owner of a Lot agrees for himself, his heirs, legal representatives, assigns or successors in interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision or other adjacent property; and he will make adequate provisions for the drainage of his Lot in the event it becomes necessary to change the established drainage over his Lot (which provisions for drainage shall be included in the Owner's plans and specifications submitted to the Committee and shall be subject to the Committee's approval). For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Subdivision, including landscaping of any Lot in the Subdivision, was completed by Declarant.

(b) Each Owner (including Builders), unless otherwise approved by the Committee, must finish the grade of the Lot so as to establish adequate drainage from the rear of the Lot to the front street or from the building site to the front and rear of the Lot. No pockets or low areas may be left on the Lot (whether dirt or concrete) where water will stand following a rain or during watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or by installing an open concrete trough with area inlets; however, the drainage plan for such alternate drainage must be submitted to and approved by the Committee prior to the construction thereof.

(c) A ten (10) foot drainage easement abuts the eastern boundary of Lots Three (3) through Fourteen (14). Each Owner of a Lot abutting said drainage easement shall maintain the portion of the said drainage easement within their Lot in a operable condition so that stormwater flows thereon as intended, and shall not obstruct, block, impair, or otherwise divert the flow of stormwater on and across said drainage easement.

Section 3.09 Exterior Building Materials. Without the prior approval of the Committee, no residence shall have less than fifty-one percent (51%) masonry construction or its equivalent on its exterior wall area, except that detached garages may have wood siding including Hardi-Plank type siding, of a type and design approved by the Committee. For the purposes hereof, Hardi-Plank type siding is not

considered a masonry material.

Section 3.10 Driveways, Walkways. Driveways shall be constructed entirely of concrete and that portion of the concrete driveway that lies on the Lot shall be constructed a minimum width of ten feet (10') and the specifications shall be subject to the prior approval of the Committee. That portion of the concrete driveway that lies between the front property line and the street shall be a minimum width of twelve feet (12') and the driveway shall be constructed in accordance with detail, design and specifications as approved by the Committee. All driveways must cross the front boundary of each Lot and no driveway may cross the rear or any side Lot boundary.

Manholes, valve boxes and storm sewer inlets constructed by the Utility District located within driveways must be rebuilt and/or modified, at the Owner's expense, in accordance with detail, design and specifications approved by the Committee. Manholes and valve boxes located on the Lot that require adjustment due to fill placed on the Lot during the construction of the residence must be so modified at the Owner's expense in accordance with detail, design and specifications as approved by the Committee. Every Owner shall obtain permission from the Utility District to adjust or rebuild manholes, valve boxes and storm sewer inlets prior to any construction on the Owner's Lot and, if approved by the Utility District, the adjustment will conform to the Utility District's construction and inspection requirements.

Section 3.11 Building Inspection of Driveways, Manholes and Storm Sewer Inlets. In order to control the quality of construction of the work described in Section 3.10, a construction (building) inspection is required to be made prior to and after pouring concrete for driveways. Fees, in an amount to be determined by the Committee, must be paid to the Committee prior to architectural review and approval of such residential improvements to defray the expense for before and after building inspections. In the event construction requirements are incomplete or rejected at the time of inspection and it becomes necessary to have additional building inspections, a fee, in an amount to be determined by the Committee, must be paid to the Committee prior to each building subsequent inspection.

Prior to requesting a building inspection, the Contractor of any residence, whether the Owner or a Builder, is required to prepare driveways complete with excavation, compaction, forms, steel and expansion joints as set out in Section 3.10, and in accordance with any applicable construction

requirements for manholes, valves and storm sewer inlets as set out in Section 3.10. No concrete shall be poured until after the Committee furnishes to the Owner written approval of the driveway preparation as described above.

Section 3.12 Carports. No carports shall be erected or permitted to remain on any Lot without the express prior written approval of the Committee. Said approval will be denied unless the carport is shown to be an integral part of the residence and the carport is constructed with the same design, color and materials as the residence.

Section 3.13 Walls, Fences and Hedges.

(a) General. No wall, fence, planter or hedge in excess of two feet (2') high shall be erected, planted or maintained (i) nearer to the front property line than the front building set-back line or (ii) nearer to the side property line on corner Lots than the building set-back line parallel to the side street. No fence or wall may be constructed, installed, located or placed on any Lot without the approval of the Committee. Nothing herein shall operate to prevent Declarant from constructing and maintaining fencing on the Reserves.

(b) Reserve at Weston Lakes Section 4.

1. Each Lot within the Subdivision that abuts any property within Riverwood Forest at Weston Lakes Section 2 Subdivision, must have a fence along such Lot's eastern boundary. Each of Lots 35 through 44 and Lot 46 must have a fence along such Lot's western boundary. If a new fence is installed, such perimeter fence shall be either (i) a split rail (corral style) wooden fence of forty-eight (48) inches in height; or (ii) made of wood that is cedar or natural wood color, is not less than forty-eight (48) inches in height and not more than seventy-two (72) inches in height, the smooth side of such fence panels shall face the interior of such Lot, and such fence shall have six (6) inch vertical pickets; or (iii) a black ornamental metal or wrought iron fence that is not less than forty-eight (48) inches in height and not more than seventy-two (72) inches in height.

2. Except as described in Subsections 1 above, any other fencing within the Subdivision is optional.

(c) Other Fence Requirements. Attached hereto as Exhibit "A" is a table setting

forth certain fence restrictions, including permissive fence types and sizes. All fences within the Subdivision shall comply with the standards set forth in Exhibit "A".

Section 3.14 Visual Obstruction at the Intersection of Streets. No planting or object which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 3.15 Air Conditioning Requirements. No window or wall-type air conditioning units shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Subdivision.

Section 3.16 Disposal Unit Requirements. Each kitchen in each residential dwelling or servant's quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

Section 3.17 Prohibition of Offensive Activities. Without expanding the permitted uses of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or may become an annoyance or a nuisance to the Subdivision or any Owner therein. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision and the lighting effects utilized to display the model homes. No exterior speaker, horn, whistle, bell or other sound device, except security and fire alarm devices used exclusively for security and fire alarm purposes, shall be located, used or placed on a Lot. The Board of Trustees shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Activities expressly prohibited include, without limitation, (1) the performance of work on automobiles or other vehicles upon the Lot or in driveways or streets abutting Lots so as to be visible from the street or an adjacent Lot, (2) the use or discharge of firearms, firecrackers or other fireworks within the Subdivision, (3) the storage of flammable liquids in excess of five gallons, or (4) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration or pollution, or which are

hazardous by reason of excessive danger represented or the potential for creating a fire or explosion.

As indicated above, no Lot in the Subdivision shall be used for any commercial, educational, manufacturing, business or professional purpose nor for conducting religious services. The renting or leasing of any residential dwelling is subject to the provisions of Section 5.06.

No Lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring persons.

Section 3.18 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences, and constructing other improvements within the Subdivision. Such facilities may include, but not necessarily be limited to sales and/or construction offices, storage areas, model units, signs, and portable toilet facilities. Builders and Contractors may, with the prior written approval of the Committee, be allowed to exercise the rights reserved by Declarant in this Section 3.18.

Section 3.19 Storage of Vehicles or Equipment. No motor vehicle or non-motorized vehicle (including, without limitation, trucks and recreational vehicles), boat, trailer, camper, marine craft, machinery or equipment of any kind may be parked or stored for longer than ten (10) hours or on a semi-permanent or daily basis on any part of any Lot, private road or street, easement, right-of-way, or Common Area unless such vehicle or object is completely concealed from public view inside a garage or approved enclosure. Notwithstanding the ten (10) hour parking restriction, there shall be no over-night parking on any road or street. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, and that are in daily use as motor vehicles on the streets and highways of the State of Texas are exempt from the ten (10) hour parking restriction only as it pertains to parking or storing of vehicles on the driveway portion of any Lot. No vehicle shall be parked in a yard or in the street or along the side of a street so as to block the ordinary

flow of traffic. No vehicle may be repaired on a Lot unless such vehicle is concealed inside a garage or other approved enclosure during the repair thereof.

This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and being used in the construction, repair or maintenance of (i) residential dwelling(s) or related improvements or (ii) utility improvements in the Subdivision, provided the vehicle, machinery or equipment is parked in the immediate vicinity of the affected residential dwelling or utility improvements.

Section 3.20 Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. At no time shall the drilling, usage or operation of any water well be permitted on any Lot. The prohibition of water wells shall not in any manner be deemed to apply to the Reserves or to any land within the Subdivision owned by the Declarant or the Association whether adjacent thereto or not.

Section 3.21 Animal Husbandry. No animals, livestock, bees or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. No more than two (2) of each type of animal shall be kept as household pets. No Owner shall permit any dog, cat or other domestic pet under his ownership or control to leave such Owner's Lot unless leashed and accompanied by a member of such Owner's household.

Section 3.22 Lot Maintenance. The Owner of each Lot shall keep and maintain the same and adjacent street right-of-way, and the improvements, trees, hedges, and plantings thereon, in a neat, attractive, healthful and sanitary condition. The Association, and/or the Declarant prior to the Control Transfer Date, or their designated agents, shall have the right, after ten (10) days' notice to the Owner of any Lot, setting forth the action intended to be taken, provided at the end of such time such action has not already been taken by such Owner, (i) to mow the grass thereon, (ii) to remove any garbage, trash, rubbish or debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association or Declarant, as appropriate, by reason of its location or height, or the manner in which it has been permitted

to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance, (iv) to repair or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association or Declarant to place such property in a neat, attractive, healthful and sanitary condition consistent with the intention of this Declaration. The Owner of such property at the time such work is performed by the Association or Declarant shall be personally obligated to reimburse the Association or Declarant, as appropriate, for the cost of such work within ten (10) days after it is performed, and if such amount is not paid within said period of time, such Owner shall be obligated to pay interest thereon at the maximum lawful rate per annum allowed by applicable law, and to pay any attorneys' fees and court costs incurred in collecting said obligation, and all of the same shall be secured by the continuing vendor's lien on such Owner's Lot and shall be payable on the first day of the next calendar month with the regular monthly Maintenance Charge payment.

Section 3.23 Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any Lot in the Subdivision without the prior approval of the Committee and any such approval which is granted may be withdrawn at any time, in which event, the parties granted such permission shall immediately remove such structures. Additionally, no street or directional signs may be installed within the Subdivision without the prior written approval of the Declarant and the Committee.

The Declarant or the Association (or any agent designated in writing by Declarant or the Association) shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any Lot or in the Common Area, and in doing so shall not be subject to any liability for trespass or any other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

Section 3.24 Maximum Height of Antenna. No radio or television aerial wires, antenna, or satellite receiving dish shall be maintained on any portion of any Lot outside of the building set-back lines of the Lot or forward of the front of the improvements thereon; nor shall any antennae of any style be

permitted to extend more than five (5) feet above the highest part of the roof of the main residential structure on said Lot. No ground level satellite receiving dish may be erected or installed that extends more than six feet (6') above the natural grade, and every such ground-level satellite receiving dish shall be enclosed within a six foot (6') high fence or wall constructed so that the dish is not visible from adjoining Lots, private streets or the Common Area.

Section 3.25 Wind Generators. No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or from any street.

Section 3.26 Solar Collectors. No solar collectors shall be installed without the prior written approval of the Committee. Such installation shall be in architectural harmony with the design of the residential dwelling. Solar collectors shall be installed in a location not visible from the street in front of the residence.

Section 3.27 Swimming Pools. No swimming pool may be constructed on any Lot without the prior written approval of the Committee. Each application made to the Committee shall be accompanied by two sets of plans and specifications for the proposed swimming pool construction to be done on such Lot, including a plot plan showing the location and dimensions of the swimming pool and all related improvements, together with the plumbing and excavation disposal plan. The Committee's approval or disapproval of such swimming pool shall be made in the same manner as described in Article IV hereof for other building improvements. The Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool construction on said Lot to ensure that there is no erosion. Any drainage or disposal of water from a swimming pool shall be discharged in compliance with all applicable laws, ordinances and regulations applicable to the Property.

Section 3.28 Drying of Clothes in Public View. The drying of clothes in public view is prohibited.

Section 3.29 Garage Doors. Garage doors visible from any street shall be kept in the closed position when the garage is not being used by the Owner or occupant.

Section 3.30 Control of Sewage Effluent. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or

untreated unsanitary sewage being carried into the streets or into any body of water. No septic tank or other private means of sewage disposal will be permitted, except through the facilities provided by the Utility District.

Section 3.31 Residences and Improvements Damaged by Fire or Other Casualty. Any buildings or other improvements within the Subdivision that are destroyed partially or totally by fire, storm, or any other casualty, shall be repaired or demolished within a reasonable period of time, and the Lot and improvements thereon, as applicable, restored to an orderly and attractive condition.

Section 3.32 Common Area. Any Common Area shall be used only for streets, roads, paths, recreation, landscape, utility easement and drainage purposes, and other purposes reasonably connected therewith or related thereto; provided, however, no residential, professional, commercial, educational or church use shall be made of any Common Area. Notwithstanding the foregoing, Declarant may use the Reserves and the improvements or facilities located thereon for the purposes of sales, marketing, construction, development, and management of the Subdivision.

Section 3.33 Vehicles Permitted to Use Private Roads.

(a) The only motorized vehicles allowed on the private roads and streets in the Subdivision shall be (1) motor vehicles currently licensed and inspected for use on public highways or (2) golf carts with a current permit issued by the Weston Lakes Country Club or the Association.

(b) The use of non-licensed motor vehicles including, but not limited to, automobiles, trucks, motorcycles, dirt bikes, off-road vehicles and go-carts is expressly prohibited.

(c) Vehicles, regardless of type, may only be operated by individuals holding a current driver's license valid in the State of Texas.

Section 3.34 Boats Permitted on Lake. All boats, including boats powered by motors, oars, paddles or sails, must be licensed by the Association, and the Owner's right to use licensed boats on the Lake shall be subject to the Rules and Regulations of the Association.

Section 3.35 Swimming Prohibited in Lake. Swimming in the Lake shall be prohibited at all times.

Section 3.36 Landscaping.

(a) Before any landscaping shall be done in the front yard of any newly-constructed dwelling, the landscape layout and plans shall first have been approved in writing by the Committee. Such landscape layout and plans shall include all landscaping to be planted in the front, side and rear yards of the Lot at the time the dwelling is being completed and before occupancy.

(b) At the time of initial construction of improvements on any Lot in the Subdivision, the Owner of each Lot shall spend not less than the greater of (i) two percent (2.0%) of the value of the Lot and improvements thereon being constructed, or (ii) Ten Thousand Dollars ($10,000), for planting of grass, shrubbery and other landscaping work in the front, rear and side yards of such Lot; and such grass, shrubbery, and landscaping shall be maintained in a neat and attractive condition at all times.

(c) The Committee shall have the right and authority, in the exercise of its discretion, to determine whether the landscape layout and plans submitted by the Owner provide sufficient drainage, grass, shrub and tree planting. The Committee may require adjustments in the landscape layout and plans including additional landscaping should the Committee deem it to be necessary.

Section 3.37 Mailboxes. Mailboxes may not be constructed, installed or placed in the front of any residence. Only mailboxes installed or approved by the United States Postal Service and approved by the Committee shall be installed. Such mailboxes shall be installed in groups located at places within the Subdivision, or such other locations as may be designated by the Declarant or the Association.

Section 3.38 Landing, Storage and Parking of Aircraft. No helicopters, hovercraft or other aircraft shall land or be stored or parked within the Subdivision.

Section 3.39 Reserves. Restricted Reserves A and B as depicted on the Subdivision Plat shall be used for open space, landscape, drainage and/or utilities purposes only as specified on the Subdivision Plat. Declarant or its designee may place and maintain signage on those Restricted Reserves for the purposes of advertising the Subdivision, one (1) or more Builders, and/or Lots for sale in the Subdivision, until the Control Transfer Date or for so long as Declarant or an affiliate of Declarant is actively developing or constructing homes on property adjacent to the Property.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 4.01 Basic Control.

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof (including, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this Declaration, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the Committee shall be accompanied by three (3) sets of plans and specifications for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of Declarant (unless otherwise specified by Declarant), until such time as the architectural control for a particular Lot or Lots is vested in the Weston Lakes Architectural Control Committee under Section 4.02(b) and 4.02(c), whereupon the address of the Committee (with respect to such Lots) shall be the address of the Association. If approved, one (1) of the three (3) sets of plans submitted shall be returned to the Owner with said approval noted thereon.

Section 4.02 Architectural Control Committee.

(a) Subject to the provisions of subsections (b) and (c) of this Section 4.02, the authority to grant or withhold architectural control approval as referred to above is initially vested in the Declarant.

(b) Following the completion of the construction of the initial residence on a Lot in

accordance with the provisions of this Declaration, and once the Lot is owned by a party other than Declarant or a Builder, then the architectural control of such Lot shall thereafter be vested in the Weston Lakes Architectural Control Committee, and thereafter the authority of Declarant to grant or withhold architectural control approval as referred to in subsection (a) above shall cease as to said Lot.

(c) At such time a residential dwelling has been constructed and completed on all of the Lots in the Subdivision, and such Lots are owned by parties other than Declarant or a Builder (the "Control Transfer Date"), Declarant shall execute and record an instrument memorializing the transfer of architectural control for all of the Lots in the Subdivision to Weston Lakes Architectural Control Committee.

(d) The term "Committee," as used in this Declaration and as it relates to architectural control matters under Article IV shall mean and refer to the Declarant at and during such time as Declarant shall be vested with the authority to exercise its architectural control approval and thereafter to the Weston Lakes Architectural Control Committee at such time as the authority shall be vested in and exercised by the Weston Lakes Architectural Control Committee.

Section 4.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the Committee fails to approve or disapprove in writing any plans and specifications and plats received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof. The time to approve or disapprove any submission shall not commence until professionally drawn plans are submitted to the Committee. Professionally drawn plans shall mean those plans prepared by an architect, engineer or certified house planner in sufficient detail to allow the Committee to review in accordance with the criteria set forth herein.

Section 4.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in

accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. After the Control Transfer Date, exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Declarant, notwithstanding that an officer, owner or director of Declarant may be a member of the Committee.

Section 4.05 Minimum Construction Standards; Inspections. The Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and such Committee shall not be bound thereby. In order to control the quality of construction and to reasonably insure that all residential construction (including the construction of the residence and all other improvements on the Lot) are constructed in accordance with (a) the Subdivision Plat, (b) this Declaration, (c) applicable Fort Bend County and/or other governmental regulations, (d) minimum acceptable construction standards as promulgated from time to time by the Committee, and (e) Committee regulations and requirements, the Committee may require and conduct (or cause to be conducted) certain building inspections, and the Owner, in the construction of all improvements, shall hereby be subject to such building inspections and building inspection policies and procedures as established from time to time by the Committee. A fee in an amount to be determined by the Committee shall be paid to the Committee prior to architectural approval, or at such other time as designated by the Committee, to defray the expense of such building inspections and re-inspections, if necessary.

Section 4.06 Variances. The Committee may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Committee, when circumstances such as topography,

natural obstructions, hardship, aesthetic, or environmental considerations may require a variance. Such variances must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Subdivision Plat.

Section 4.07 Notices of Completion and Noncompliance. Each Owner shall send a written notice of the completion ("Notice of Completion") of construction of residential improvements to the Committee and to the Association within fifteen (15) days after completion of such Owner's construction. If, as a result of inspections or otherwise, the Committee finds that any residential construction has been done without obtaining the approval of the Committee, or was not done in conformity with the approved plans and specifications, plot plan, the Subdivision Plat, the Declaration and the Committee regulations and requirements, the Committee shall notify the Owner in writing of the noncompliance, which notice ("Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Committee receives a Notice of Completion. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. If for any reason other than Owner's act or neglect, the Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt by the Committee and the Association of the Notice of Completion, the improvements constructed by such Owner on the Lot shall be deemed in compliance if such improvements were, in fact, completed as of the date of the Notice of Completion. If, however, the Committee timely issues a Notice of Noncompliance, the Owner shall commence to correct the noncompliance without delay. If the Owner does not correct the noncompliance within forty-five (45) days after receipt of the Notice of Noncompliance, or commence, within ten (10) days after receipt of the Notice of Noncompliance, the correction of such noncompliance in the case of a noncompliance which cannot reasonably be expected to

be corrected within forty-five (45) days (provided that such Owner diligently continues the removal of such noncompliance), the Committee may, at its option, record a Notice of Noncompliance against the Lot on which the noncompliance exists, and/or may otherwise correct such noncompliance, and the Owner shall reimburse the Committee, upon demand, for all expenses as incurred therewith, which reimbursement obligation shall be a charge on such Owner's Lot and shall be a continuing lien (secured by the same lien which secures the Maintenance Charge). The right of the Committee to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Committee may have at law, in equity, or under this Declaration to cure such noncompliance.

Section 4.08 No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Trustees shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Trustees with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Trustees of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction by such person or other Owners.

Section 4.09 Disclaimer. No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements, including compliance with the provisions of Section 3.08.

ARTICLE V

WESTON LAKES PROPERTY OWNERS ASSOCIATION, INC.

Section 5.01 Membership. Every person or entity who is a record Owner of any Lot, including contract sellers, and including Exempt Lots, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest in a Lot merely as security for the performance of an obligation or those having only an interest in the mineral estate associated with a Lot. No Owner shall have more than one (1) membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of

persons who may own a Lot (such as husband and wife or joint tenants, etc.), there shall be but one (1) membership for each Lot. Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association.

Section 5.02 Non-Profit Corporation. Weston Lakes Property Owners Association, Inc., a non-profit corporation, has been organized and it shall be governed by its Articles of Incorporation and Bylaws, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.03 Bylaws. The Association may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Area, provided that the same are not in conflict with the terms and provisions hereof and are enforced uniformly as to all of the Weston Lakes Subdivision.

Section 5.04 Members' Right of Enjoyment. Every Member shall have a beneficial interest of use and enjoyment in and to the Common Area and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) the right of the Association, with respect to the Common Area, to limit the number of guests of Members;

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

(c) the right of the Association, in accordance with its Articles and Bylaws, to (i) borrow money for the purpose of improving and maintaining the streets and roads within the Subdivision, the Lake, the Common Area and Common Facilities (including borrowing from the Declarant or any entity affiliated with the Declarant) and (ii) mortgage said property, however, the rights of such mortgagee of said property shall be subordinate to the rights of the Owners hereunder;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, for such purposes and subject to the provisions of Section 8.22.

Section 5.05 Delegation of Use. Any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and Common Facilities to his Family or his Related Users. If

a Member leases his Lot to a tenant, the tenant, but not the Member, shall have the exclusive privilege of enjoyment of the Common Area and Common Facilities of the Association during the term of said tenant's tenancy.

Section 5.06 Rental and Leasing. Owners must notify the Association if their Lots are leased. Owners must also provide the Association with the name of the tenant, a copy of the lease and the current mailing address of the Owner of the Lot. In no event, however, shall any leasing be allowed except pursuant to a written agreement or form approved by the Board of Trustees that affirmatively obligates all tenants and other residents of the Lot to abide by this Declaration and the Bylaws and Rules and Regulations of the Association.

Section 5.07 Fees and Charges. The Association may charge Owners reasonable fees and charges for certain Owner-specific and Owner-requested services, including without limitation reasonable charges for: (i) providing a statement of assessments or indebtedness; (ii) providing of a resale certificate; (iii) transfer fees to reflect changes of ownership, tenancy or occupancy on the records of the Association; (iv) fines for any violation of any provisions of this Declaration, the Bylaws, or the Rules and Regulations; (v) charges for processing of applications for architectural approval; and (vi) any other charges otherwise permitted or authorized by law, including without limitation as permitted or authorized by Chapter 209 of the Texas Property Code. Except for fines, the Association may from time to time contract with third party manager(s) to provide any of the services and/or to perform any of the functions associated with any of the foregoing charges, and in connection therewith (but subject to authority of the Association to waive any specific assessment as herein provided) may by contract or resolution assign to such manager the right to set the amount of and to receive payment of the applicable charge. The right and authority to set the amount of and receive payment of charges for statements of assessments or indebtedness and transfer fees as aforesaid is deemed to be assigned by virtue of contracting with a manager to provide the associated functions and services for so long as the applicable contract remains in effect unless the applicable contract expressly provides otherwise. The Association may adopt, amend, revise and repeal any charges authorized hereby from time to time by resolution and without notice except as to fines and admission or usage fees which must be by adoption of appropriate Rules and Regulations.

Section 5.08 Document Retention Policy. The Association shall maintain and preserve documents, books and records of the Association in accordance with Section 209.005 of the Texas Property Code. The Association's document retention policy is recorded as Document No. 2012100690, Official Public Records of Fort Bend County, Texas. Notwithstanding the provisions of Section 10.02 and Section 10.03, the Board may modify the Association's document retention policy and record one or more new document retention policies, which, when recorded in the Official Public Records of Fort Bend County, Texas, shall supersede the provisions of this Section 5.08.

Section 5.09 Document Production and Inspection Policy. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant, in accordance with the Association's document production and inspection policy, which is set forth in the instrument recorded as Document No. 2012100690, Official Public Records of Fort Bend County, Texas. Notwithstanding the provisions of Section 11.02 and Section 11.03, the Board may modify the Association's document retention policy and record one or more new document retention policies, which, when recorded in the Official Public Records of Fort Bend County, Texas, shall supersede the provisions of this Section 5.09.

ARTICLE VI

MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay (i) to the Association as to each Lot a monthly maintenance charge (the "Maintenance Charge"), and (ii) to the WLCC as to each Lot the "Country Club Charges"; and (iii) any other assessments or charges hereby levied. The Maintenance Charge, Country Club Charges and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the Lots and shall be a continuing lien upon the property against which each such Maintenance Charge, County Club Charges and other assessments and charges are made.

Section 6.02 Basis of the Maintenance Charge.

(a) The Maintenance Charge shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided, and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot to the Association monthly, in advance, on or before the first day of each calendar month, beginning with the first day of the second full calendar month after the date of purchase of the Lot, or on such other basis (quarterly, semi-annually, or annually) as Declarant or the Board of Trustees may designate in its sole discretion.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Area or Common Facilities available for use by Owners of the Subdivision or by the abandonment of his Lot.

(c) The exact amount of the Maintenance Charge applicable to each Lot will be determined by the Board of Trustees from time to time in accordance with the Bylaws for the Association. All other matters relating to the Maintenance Charge and the collection, expenditure and administration of the Maintenance Fund shall be determined by the Board of Trustees, subject to the provisions hereof.

(d) The Maintenance Charge will include a monthly charge for street lighting adjoining each Lot. Such charge will be included in the Association's monthly bill for electric services from its electric utility provider and shall be in addition to all other charges which such Owner may directly incur for residential electric service. The exact amount of the street lighting charge will be determined (and adjusted from time to time) by the Association's electric utility provider.

(e) In addition to the Maintenance Charge, each Lot shall also be subject to a monthly utility charge in the amount of Five and No/100 Dollars ($5.00), payable directly to the Utility District commencing on the first day of the first calendar month following the month in which a waterline and a sanitary sewer line are extended by the Utility District to a property line of the subject Lot and terminating upon the completion of the construction of a residence on such Lot and the connection of such residence to

such waterline and sanitary sewer line and the payment by the Owner of all necessary tap or connection fees. The amount of the utility charge shall be determined by the Utility District and shall be payable monthly, quarterly, semi-annually or annually, as determined by the entity collecting said utility charge. However, the utility charge shall be subject to a pro rata rebate in the event that a residence is completed during such year. Payment of the aforesaid utility charge is and shall be secured by the same lien which secures the Maintenance Charge, which lien shall be assigned by the Association to the Utility District to the extent required to facilitate enforcement of the lien securing said utility charge.

(f) Each Owner of a Lot, other than Declarant, has agreed to and shall obtain and maintain a "Social Membership" in the Weston Lakes Country Club, as the same is defined in the Bylaws of the Weston Lakes Country Club during the term of said Owner's ownership of a Lot. Said Social Membership in the Weston Lakes Country Club shall be transferred to the successor Owner of a Lot without the necessity of executing or recording any additional instruments. Each Owner may also obtain an upgraded membership in the Weston Lakes Country Club, as provided in the Bylaws of the Weston Lakes Country Club ("a Country Club Membership"). A transfer of a Social Membership or Country Club Membership upon the sale of the Owner's Lot shall be subject to the Bylaws of the Weston Lakes Country Club and is subject to a fee as set forth in the Bylaws. Each Owner of a Lot, by acceptance of the Deed therefor, whether or not it shall be expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay directly to WLCC, unless otherwise directed by WLCC or Declarant: (i) a monthly Social Membership charge, (ii) to the extent that any Owner elects to obtain an upgraded Country Club Membership, the monthly charges applicable to such Country Club Membership; (iii) such other fees and charges relating to membership in the WLCC as set forth in the Bylaws of Weston Lakes Country Club; (iv) and the goods and services purchased or acquired from the WLCC such as food, beverages, golf course green fees and cart fees, and merchandise (collectively, the "Country Club Charges"). The Country Club Charges, together with such interest thereon and costs of collection thereof, as provided for in the Bylaws of the Weston Lakes Country Club, shall be a charge on each Lot in the Subdivision against which the Country Club Charges have accrued, and shall be secured by the continuing lien reserved and retained in Section 6.03 hereof, which lien has been herein assigned to and shall inure to the benefit of the WLCC. Each Owner's right to use the

facilities of the Weston Lakes Country Club shall be governed by the Bylaws of Weston Lakes Country Club and the Rules and Regulations of the Weston Lakes Country Club, which is owned and operated by the WLCC (and not by the Association). The Country Club Charges may be payable quarterly, semi-annually or annually, instead of monthly, as determined by the WLCC by written notice thereof to the Owners.

(g) The Maintenance Charge and the Country Club Charge and other charges or assessments described in this Declaration shall not, without the consent of the Declarant, apply to the Lots owned by the Declarant. The Declarant, prior to the Control Transfer Date, and the Association, from and after the Control Transfer Date, reserve the right at all times, in their own judgment and discretion, to declare any Lot an Exempt Lot, including, without limitation, Lots owned by Builders, and the exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons and interests. If an Exempt Lot is sold to any party, the Maintenance Charge shall automatically be reinstated as to the Exempt Lot and can only be waived at a later date pursuant to the provisions of the preceding sentence. The Association, from and after the Control Transfer Date, shall have the further right at any time, and from time to time, to adjust or alter said Maintenance Charge from month to month as it deems proper to assist in meeting the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties as to the Subdivision.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, the Country Club Charges, and other charges and assessments hereby levied, a vendor's lien shall be and is hereby retained and reserved in the deed from the Declarant to the purchaser of each Lot or portion thereof, whether or not it shall be so expressed in such Deed, and in consideration of the mutual covenants and benefits to be derived by Declarant and the Owners of Lots in the Subdivision as in this Declaration set forth, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby transfers, sets over, assigns and conveys unto (i) the Association, its successors and assigns, the vendor's lien herein retained and reserved against all Lots in the Subdivision to the extent necessary to secure the Association in the payment of the Maintenance Charge and other charges and assessments hereby levied and payable to the Association, and (ii) WLCC, its successors and assigns, the vendor's lien

herein retained and reserved against all Lots in the Subdivision to the extent necessary to secure the WLCC in the payment of the Country Club Charges and other charges and assessments applicable thereto as levied by and on behalf of and payable to the WLCC. Any and all such Maintenance Charges, Country Club Charges and charges and assessments levied hereunder, together with any interest which may accrue thereon in accordance with this Declaration, and any and all costs and reasonable attorney's fees which may be incurred by (x) the Association in the collection of such Maintenance Charge and other charges and assessments levied hereunder, or in the enforcement of the covenants, conditions and restrictions of this Declaration against any Lot or the Owner thereof, or (y) the WLCC in the collection of such Country Club Charges and other charges and assessments applicable thereto, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Maintenance Charge, Country Club Charges, or other charges and assessments fell due or the enforcement of the covenants, conditions and restrictions of this Declaration was commenced. The personal obligation for the delinquent Maintenance Charge, Country Club Charges and/or other charges and assessments shall not pass to the successor in title of any Owner unless expressly assumed by such successor in title, but shall be secured by the continuing lien upon the Lot in favor of the Association or WLCC as their interests and accrued delinquencies shall appear.

6.04. Effect of Non-Payment of Maintenance Charge and Other Charges and Assessments: Remedies of the Association. Any Maintenance Charge or other charges and assessments against a Lot in the Subdivision not paid within thirty (30) days after the due date shall bear interest from the due date at a rate which shall not exceed the maximum rate per annum allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the Maintenance Charge and other charges or assessments levied hereunder or foreclose the lien against the Lot, regardless of whether or not the current Owner has personal liability for the payment of same, and all interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of any such Maintenance Charge and other charges and assessments levied hereunder. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such Maintenance Charge and/or other charges or assessments

levied hereunder as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens against real property. The Association may not foreclose on its assessment lien on a Lot unless the Association has: (1) provided written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the Lot whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and (2) provided the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the recipient receives the notice. Any notice given to a lienholder under this Section 6.04 must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed records relating to the Lot that is subject to the Association's lien. The Association may foreclose on its lien by judicial action brought in the name of the Association in accordance with the provisions of Section 209.0092 of the Texas Property Code, whereby the Association obtains a court order in an application for expedited foreclosure under the rules for expedited foreclosures by property owners associations adopted by the Texas Supreme Court.

In the event the Owner of a Lot agrees in writing to waive the requirements of an expedited judicial foreclosure, the Association may enforce its lien on the Lot by non-judicial foreclosure pursuant to Section 51.002, Texas Property Code and such in such event, an Owner hereby (i) expressly grants to the Association an extra-judicial power of sale in connection with the non-judicial foreclosure of said lien, and (ii) in addition, expressly grants and vests in the Association the right, power and authority to exercise such power of sale through a trustee (or substitute or successor trustee, as may be the case from time to time) appointed in writing by the Association acting by and through its duly authorized President or Vice President. If the trustee appointed and designated by the Association to exercise the power of sale and to conduct a foreclosure sale in accordance with the terms of this Declaration shall die or become disqualified in the execution of the power of sale, or shall fail or refuse to exercise the same when requested by the Association, or if, for any reason, the Association shall prefer to appoint a substitute trustee to act instead of any appointed and designated trustee, the Association shall have full power to appoint, at any time by written instrument, a substitute trustee, and, if necessary, several substitute trustees in succession, who shall succeed to all of the estate, rights, powers and duties of the trustee under the terms of this Declaration, and no notice of such appointment need be given to the Lot Owner or to any

other person except the filing for record in the office of the County Clerk of Fort Bend County, Texas.

In the event that the Association elects to non-judicially foreclose the lien provided herein in accordance with the provisions of the foregoing paragraph and Section 209.0092(c) of the Texas Property Code, and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Fort Bend County, Texas. The Association, acting by and through a duly authorized officer or the Trustee and on behalf of the Lot Owners, shall have the power to bid for the interest foreclosed at any foreclosure sale conducted pursuant to the terms hereof and to acquire and hold, lease, mortgage and convey such interest on behalf of the Lot Owners. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amounts in default, together with all charges related thereto; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of possession thereunder. Further, each Owner, by acceptance of a deed to a Lot, hereby stipulates and agrees that the recitals contained in any Trustee's or Substitute Trustee's Deed or other instrument executed in due form by any trustee or substitute trustee, acting under the provisions of this Declaration, shall be prima facie evidence of the facts recited therein, and that it shall not be necessary to prove in any court, other than by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds or other instrument in the passing of title thereby, and all prerequisites and requirements of any sale or sales shall be conclusively presumed to have been performed, and all persons subsequently dealing with the interest purported to be

conveyed by such deed or deeds or other instrument shall be fully protected in relying upon the truthfulness of such recitals.

It is the intent of this Section 6.04 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code, this Section 6.04 shall be deemed to be amended so as to comply with said amendments to Section 51.002 of the Texas Property Code. Hereafter, the President or any Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Fort Bend County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 6.05 Effect of Non-Payment of Country Club Charges: Remedies of the WLCC. Any Country Club Charges or other charges and assessments applicable thereto against a Lot in the Subdivision not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) eighteen percent (18%) per annum; or (ii) the maximum rate allowed by law. The WLCC may bring an action at law against the Owner personally obligated to pay the Country Club Charges and/or other charges and assessments applicable thereto or foreclose the lien against the Lot, regardless of whether or not the current Owner has personal liability for the payment of same, and all interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of any such Country Club Charges or other charges and assessments. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the WLCC, or its agents, the right and power to bring all actions against such Owner personally for the collection of such County Club Charges and/or other charges and assessments applicable thereto as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens against real property, including foreclosure by judicial action brought in the name of the WLCC or by non-judicial foreclosure pursuant to Section 51.002, Texas Property Code and such Owner hereby (i) expressly grants to the WLCC an extra-judicial power of sale in connection with the non-judicial foreclosure of said lien, and (ii) in addition, expressly grants and vests in the WLCC the right, power and authority to exercise such power of sale through a trustee (or substitute or successor

trustee, as may be the case from time to time) appointed in writing by the WLCC acting by and through a duly authorized officer. If the trustee appointed and designated by the WLCC to exercise the power of sale and to conduct a foreclosure sale in accordance with the terms of this Declaration shall die or become disqualified in the execution of the power of sale, or shall fail or refuse to exercise the same when requested by the WLCC, or if, for any reason, the WLCC shall prefer to appoint a substitute trustee to act instead of any appointed and designated trustee, the WLCC shall have full power to appoint, at any time by written instrument, a substitute trustee, and, if necessary, several substitute trustees in succession, who shall succeed to all of the estate, rights, powers and duties of the trustee under the terms of this Declaration, and no notice of such appointment need be given to the Lot Owner or to any other person except the filing for record in the office of the County Clerk of Fort Bend County, Texas.

In the event that the WLCC has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the WLCC shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the WLCC. If required by law, the WLCC or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Fort Bend County, Texas. The WLCC, acting by and through a duly authorized officer or the Trustee, shall have the power to bid for the interest foreclosed at any foreclosure sale conducted pursuant to the terms hereof and to acquire and hold, lease, mortgage and convey such interest acquired. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the WLCC in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the WLCC an amount equal to the amounts in default, together with all charges related thereto; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible

detainer and the issuance of a writ of possession thereunder. Further, each Owner, by acceptance of a Deed to a Lot, hereby stipulates and agrees that the recitals contained in any Trustee's or Substitute Trustee's Deed or other instrument executed in due form by any trustee or substitute trustee, acting under the provisions of this Declaration, shall be prima facie evidence of the facts recited therein, and that it shall not be necessary to prove in any court, other than by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds or other instrument in the passing of title thereby, and all prerequisites and requirements of any sale or sales shall be conclusively presumed to have been performed, and all persons subsequently dealing with the interest purported to be conveyed by such deed or deeds or other instrument shall be fully protected in relying upon the truthfulness of such recitals.

It is the intent of this Section 6.05 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code, this Section 6.05 shall be deemed to be amended so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 6.06 Notice of Lien.

(a) In addition to the right of the Association to enforce the Maintenance Charge and/or other charges and assessments levied hereunder, the Association may (but shall not be required to) file a claim of lien against the Lot of the delinquent Owner by recording a notice ("Association Notice of Lien") setting forth (i) the amount of the claim of delinquency, (ii) the interest and costs of collection which have accrued thereon, (iii) the legal description and street address of the Lot against which the lien is claimed and (iv) the name of the Owner thereof. Such Association Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Association Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Association Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Trustees to cover the preparation and recordation of such release of lien instrument.

(b) In addition to the right of the WLCC to enforce the Country Club Charges and/or other charges and assessments applicable thereto, the WLCC may (but shall not be required to) file a claim of lien against the Lot of the delinquent Owner by recording a notice ("WLCC Notice of Lien") setting forth (i) the amount of the claim of delinquency, (ii) the interest and costs of collection which have accrued thereon, (iii) the legal description and street address of the Lot against which the lien is claimed and (iv) the name of the Owner thereof. Such WLCC Notice of Lien shall be signed and acknowledged by an officer of the WLCC or other duly authorized agent of the WLCC. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the WLCC Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the WLCC Notice of Lien have been fully paid or satisfied, the WLCC shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the WLCC to cover the preparation and recordation of such release of lien instrument

Section 6.07 Lien Subordinate to Mortgages. The liens described in Section 6.03 hereof and the superior title herein reserved in favor of the Association and/or WLCC shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Declarant, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Maintenance Charges, Country Club Charges or other charges and assessments against such Lot which accrued prior to the time such holder acquired title to such Lot. No such sale or transfer shall relieve such holder acquiring title to a Lot from liability for any Maintenance Charges, Country Club Charges or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect (i) the Association's lien for Maintenance Charges or other charges and assessments levied hereunder, or (ii) the WLCC's lien for Country Club Charges. The Association and/or WLCC, as the case may be, shall make a good faith effort to give each such mortgagee sixty (60) days

advance written notice of the proposed foreclosure of its respective liens in accordance with this Article VI, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of the delinquencies or other charges or assessments upon which the proposed action is based; provided, however, the failure to give such notice shall not impair or invalidate any foreclosure conducted by or on behalf of either the Association or the WLCC pursuant to the provisions of this Article VI.

Section 6.08 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Subdivision. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article VIII, including the maintenance of the Common Area and Common Facilities and the establishment and maintenance of a reserve fund for maintenance of the Common Area and Common Facilities (including, without limitation, the private roads and streets). The Maintenance Fund may be expended by the Association for any purposes which, in the judgment of the Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area and Common Facilities as may from time to time be authorized by the Board of Trustees, and other facilities, services and activities as may from time to time be authorized by the Board of Trustees, including, but not limited to, construction, maintenance and operation of an administration and/or maintenance building, salaries of personnel and fees paid to independent contractors, mowing of grass and weeds within the Subdivision and maintaining and caring for the Common Area and Common Facilities (as more particularly described in Article VIII), rent or purchase of any equipment needed to perform the duties of the Association and maintenance or replacement of such equipment, the operation, maintenance, repair and replacement of parks, recreational grounds and equipment and improvements, payment of all legal and other expenses incurred in connection with the enforcement of this Declaration and the Rules and Regulations, payment of all reasonable and necessary expenses in connection with the collection and administration of the Maintenance Charge and other

charges and assessments required by this Declaration or that the Board of Trustees shall determine to be necessary to meet the primary purposes of the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.09 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; (c) the private streets and the Reserves, and (d) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge or the Country Club Charge except as otherwise provided in Section 6.02(g).

Section 6.10 Pre-Foreclosure Notice Requirements. Notwithstanding anything to the contrary contained herein, the Association may not foreclose their lien by giving notice of sale under Section 51.002 of the Texas Property Code, or by commencing a judicial foreclosure action unless the Association has:

a. provided written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the Lot whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and

b. provided the recipient of the notice an opportunity to cure the delinquency before the sixty-first (61st) day after the date the recipient receives the notice.

Notice under this section must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed records relating to the Lot that is subject to the Association's assessment lien.

Section 6.11 Limitations on the Association's Right to Foreclose.

a. Costs and Fees not Subject to Foreclosure Action. The Association may not

exercise the remedy of foreclosure of its assessment lien if the debt securing the lien consists solely of: (i) fines assessed by the Association; (ii) Attorney's fees incurred by the Association solely associated with fines assessed by the Association; or (iii) amounts added to the Owner's account as an assessment under Section 5.10.

b. Expedited Foreclosure Procedures. The Association may not foreclose on its assessment lien unless the Association first obtains a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court for use by a property owners' association in foreclosing an assessment lien of the association. The Association may use the procedure described herein to foreclose any lien created under this Declaration or under applicable law. Expedited foreclosure is not required under this Section if the Owner of the Lot that is subject to foreclosure agrees in writing at the time the foreclosure is sought to waive expedited foreclosure under Texas Property Code Section 209.0092.

ARTICLE VII

DECLARANT'S RIGHTS AND RESERVATIONS

Section 7.01 Period of Declarant's Rights and Reservations. Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Area from the date hereof, until the earlier to occur of: (i) the Control Transfer Date; or (ii) Declarant's written notice to the Association of Declarant's termination of the rights described in Article VII hereof. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by Declarant to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Declarant The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

Section 7.02 Right to Construct Additional Improvements in Common Areas. Declarant shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to

construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners, so long as such construction does not directly result in the increase of such Maintenance Charge. Notwithstanding the foregoing, Declarant may construct, build, or locate improvements and facilities on the Reserves for the purpose of sales, marketing, development, construction, and management of the Subdivision, and in no event shall Declarant be required to convey such improvements or facilities to the Association. Except as set forth in the preceding sentence, Declarant shall convey or transfer such improvements to the Association and the Association shall be obligated to accept title to care for and maintain the same as elsewhere provided in this Declaration.

Section 7.03 Declarant's Rights to Use Common Areas in Promotion and Marketing of the Subdivision. Declarant shall have and hereby reserves the right to reasonable use of the Common Area and Common Facilities and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Subdivision. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Common Area such signs, temporary buildings, sales offices, model homes, and other structures as Declarant may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Subdivision; and use vehicles and equipment within the Common Area for promotional purposes; and may permit prospective purchasers of Lots within the boundaries of the Subdivision who are not Owners or Members of the Association to use the Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Subdivision.

Section 7.04 Declarant's Rights to Complete Development of the Subdivision. No provision of this Declaration shall be construed to prevent or limit Declarant's right (or require Declarant to obtain any approval) to (i) complete development of the real property within the boundaries of the Subdivision; (ii) construct, alter, demolish or replace improvements on any real property owned by Declarant within the Subdivision; (iii) maintain model homes, storage areas, offices for construction, sales, or leasing purposes or similar facilities on any property owned by Declarant or owned by the Association within the

Subdivision; (iv) post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the Subdivision; (v) excavate, cut, fill or grade any property owned by Declarant; or (vi) require Declarant to seek or obtain the approval of the Committee or of the Association for any such activity or improvement to property by Declarant on any property owned by Declarant. Nothing in Article VII of this Declaration shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

Section 7.05 Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easements, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by Declarant, (ii) the Common Area, and (iii) existing Utility Easements.

Section 7.06 Declarant's Rights to Convey Additional Common Area to the Association. Declarant shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner of the Association.

Section 7.07 Annexation of Additional Property. Declarant may annex additional real property into and make the same a part of the "Property" (as herein defined) by amendment of this Declaration as provided in Section 11.03 without the joinder or consent of, or any notice other than as set forth herein to any Owner or other person. Any other real property may be annexed only upon approval by Owners of an amendment of this Declaration evidencing the annexation in accordance with applicable provisions of Section 11.02. Whenever any real property is annexed as provided in this Section 7.07, the annexation must be evidenced by filing of, and is effective from the date of filing of, the amendment evidencing the annexation in the Official Public Records of Fort Bend County, Texas. From and after the date of filing of the amendment evidencing the annexation, the real property covered thereby will be included within the Property, and thereafter is fully covered by and subject to all terms and provisions of this Declaration (as amended).

ARTICLE VIII

DUTIES AND POWERS OF THE ASSOCIATION

Section 8.01 General Duties and Powers of the Association. The Association has been formed to further the common interests of the Members. The Association, acting through the Board of Trustees or through persons to whom the Board of Trustees has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members, to maintain, improve and enhance the Common Area and/or Common Facilities and to improve and enhance the attractiveness, desirability and safety of the Subdivision and any property which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent and attorney-in-fact for all Members of the Association and to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 8.02 Duty to Accept the Property and Facilities Transferred by Declarant. The Association shall accept title to any property, including any improvements thereon and personal property transferred to the Association by Declarant, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Declarant shall be within the boundaries of the Property. Any property or interest in property transferred to the Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Trustees, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any declaration of covenants, conditions and restrictions annexing such property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitudes or other encumbrances which are applicable to the Subdivision. Except as otherwise specifically approved by resolution of the Board of Trustees, no

property or interest in property transferred to the Association by the Declarant shall impose upon the Association any obligation to make monetary payments to Declarant or any affiliate of Declarant including, but not limited to, any purchase price, rent, charge or fee. The property or interest in property transferred to the Association by Declarant shall not impose any unreasonable or special burden on the Association other than the normal burdens of ownership of property, including the management, maintenance, replacement, and operation thereof.

Section 8.03 Duty to Maintain and Care for the Common Area and Common Facilities. The Association shall manage, operate, care for, maintain and repair all Common Areas and Common Facilities and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Area and Common Facilities shall include, but not be limited to the following: establishment, operation and maintenance of a security system for the Subdivision; landscaping (including the installation and maintenance of a sprinkler system); maintenance, repair and replacement of the private roads and streets, roadside ditches and culverts, culvert pipes underneath streets and bridges, traffic control improvements (including security control gate and related equipment, traffic signals and/or street lights, if any); maintenance and operation of the Lake (including erosion control, dams, construction and maintenance and repair of Lake road crossing and related security facilities); maintenance of roadside ditches and swales; and mowing of street rights-of-way and roadside ditches and swales and other portions of the Subdivision.

Section 8.04 Duty to Pay Taxes. The Association shall pay all taxes and assessments levied upon the Common Area and Common Facilities and shall have the right to contest any such taxes or assessments provided that the Association shall contest the same by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or foreclosure of any lien for such tax or assessment, and provided that the Association shall keep and hold sufficient funds to pay and discharge the taxes and assessments, together with any interest and penalties which may accrue with respect thereto, if the contest of such taxes is unsuccessful.

Section 8.05 Duty to Maintain Casualty Insurance. The Association shall obtain and keep in full force and effect, at all times, to the extent reasonably obtainable, casualty, fire and extended coverage

insurance with respect to all insurable improvements and personal property owned by the Association including coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake and war risk. Casualty, fire and extended coverage insurance with respect to insurable improvements shall, to the extent reasonably obtainable, be for the full insurable value based on current replacement cost

Section 8.06 Disbursement of Proceeds. Proceeds of insurance policies shall be used to replace, repair or reconstruct damaged portions of the Common Area and/or Common Facilities. Any proceeds remaining after defraying such costs of repairs, replacement or reconstruction of the Common Area and/or Common Facilities shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

Section 8.07 Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Area and/or Common Facilities covered by insurance written in the name of the Association, the Board of Trustees or its duly authorized agent shall proceed with the filing and adjustment of, all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 8.07, means repairing or restoring the damaged or destroyed property to substantially the same condition in which it existed prior to the fire or other casualty.

Section 8.08 Repair, Replacement and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired, replaced or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Trustees shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from said special assessment exceed the cost of such repair, replacement or reconstruction, such excess shall be retained for the benefit of the Association.

Section 8.09 Duty to Maintain Liability Insurance. The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, broad form comprehensive liability

insurance covering public liability for bodily injury and property damage including, but not limited to, if the Association owns or operates motor vehicles, public liability for bodily injury and property damage arising as a result of the ownership and operation of motor vehicles. Public liability insurance (for other than motor vehicle liability) shall, to the extent reasonably obtainable, have limits of not less than Five Million and No/100 Dollars ($5,000,000.00) combined single limit coverage.

Section 8.10 General Provisions Respecting Insurance. Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate. Insurance obtained by the Association shall, to the extent reasonably possible without undue cost, contain a waiver of rights of subrogation as against the Association, each Member and any person claiming by, through or under such Member, and as against any officer, director, agent or employee of any of the foregoing. Insurance obtained by the Association shall, to the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured and shall contain a waiver of rights of subrogation as against Declarant. Insurance policies and insurance coverage shall be reviewed at least annually by the Board of Trustees to ascertain whether coverage under the policies is sufficient in light of the current values of the Common Area and in light of the possible or potential liabilities of the Association. Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Common Area and other property of Declarant.

Section 8.11 Other Insurance and Bonds. The Association shall obtain such other insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 8.12 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of all Common Area and Common Facilities.

Section 8.13 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 8.14 Duty to Provide Annual Review. The Association shall provide for an annual unaudited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

Section 8.15 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as and when elsewhere provided in Article IV of this Declaration.

Section 8.16 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on the property and may demolish existing improvements.

Section 8.17 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules, regulations, fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the and Common Facilities and the use of any other property, facilities or improvements owned or operated by the Association (the "Rules and Regulations"). Any such Rules and Regulations shall be reasonable and uniformly applied (as to all Owners, if applicable, and to Owners of similarly restricted Lots). Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Trustees. Notice of the adoption, amendment or repeal of any Rule and Regulation shall be given by posting any such Rule or Regulation for thirty (30) days after the date of adoption in the Association office, and copies of the currently effective Rules and Regulations shall be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such Rules and Regulations and shall see that such Member's Related Users comply with such Rules and Regulations. In the event of conflict between the Rules and Regulations and the provisions or this Declaration, the provisions of this Declaration shall prevail.

Section 8.18 Power to Enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in (ii) or (iii), below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of

Trustees deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (i) by entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration of the Rules and Regulations; (iii) by exclusion, after notice and hearing, of any Member or Related User from use of any recreation facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case such exclusion shall continue for so long as such breach continues; (iv) by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or a Related User which assessment reimburses the Association for the costs incurred by the Association in connection with such breach; (v) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this Declaration or such Rules and Regulations by such Member or a Related User and (vi) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy. Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to the Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of

their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 8.19 Power to Provide Public Functions. The Association shall have the power, but no obligation, to acquire, construct, operate, manage, maintain, repair and replace utilities and additional public facilities, and to provide other functions as more particularly described in this Declaration.

Section 8.20 Power to Provide Special Services for Members. The Association shall have the power, but no obligation, to provide services to a Member or group of Members. Any service or services to a Member or group of Members shall be provided pursuant to an agreement in writing, which shall provide for payment to the Association by such Member or group of Members of the reasonably estimated costs and expenses of the Association of providing such services, including its proportionate share of the overhead expenses of the Association and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors or assigns of the Member or group of Members and that the payment for such services shall be secured by a lien on the property of the Member or group of Members as provided for in Article VI.

Section 8.21 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under the Common Area. Additionally, the Association, from and after the Control Transfer Date, shall have the power to grant access, utility, drainage, water facility and other similar easements in, on, over and under Lots provided that such easements do not unreasonably interfere with the rights of the Owners of such Lots.

Section 8.22 Power to Convey and Dedicate Property to Government Agencies. The Association shall have the power to grant, convey, dedicate or transfer any Common Area or Common Facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate with the approval of not less than sixty-seven percent (67%) of the Members agreeing in writing or by voting at any scheduled meeting of the Members and, prior to the Control Transfer Date, with the prior written approval of the Declarant. The Association may, subject to the limitations of the preceding sentence, convey property to a public or governmental agency or authority in lieu of such property being condemned by such public or governmental agency or

authority.

Section 8.23 Power to Borrow Money and Mortgage Common Area. The Association shall have the power to borrow money and to encumber the Common Area and Common Facilities as security for such borrowing, subject to the limitations provided elsewhere in this Declaration and the Bylaws with respect to required approvals and consents to such action. Prior to the Control Transfer Date, any such borrowing shall require the written consent of the Declarant. With respect to any deed of trust encumbering the Common Area and Common Facilities, the lender's rights thereunder shall be limited to a right, after taking possession of such Common Area and Common Facilities following the lender's foreclosure of the deed of trust, to charge reasonable admission and other fees as a condition to the continued enjoyment by the Members and, if necessary, until the mortgage debt is satisfied, whereupon the exclusive possession of such Common Area shall be returned to the Association.

Section 8.24 Power to Employ Manager. The Association shall have the power to retain and pay for the services of a manager or managers to undertake the management of any of the Functions for which the Association bears responsibility under this Declaration to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to any such manager. Notwithstanding any delegation to a manager of any duties, powers or functions of the Association, the Association and its Board of Trustees shall remain ultimately responsible for the performance and exercise of such duties, powers and functions.

Section 8.25 Power to Engage Employees, Agents and Consultant. The Association shall have the power to hire and discharge employees and agents and to retain and pay for legal, accounting and other professional services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration.

Section 8.26 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Texas non-profit corporation formed under the Texas Business Organizations Code including, without limitation, entering into partnership and other agreements, subject only to such limitations upon such powers as may be set form in this Declaration, the Articles of Incorporation of the Association or its Bylaws. The Association shall also have the power to do any and all lawful things which

may be authorized, required or permitted to be done under this Declaration, its Articles of Incorporation and its Bylaws and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration, its Articles of Incorporation and its Bylaws.

Section 8.27 Notice and Hearing Procedures. The Association may not (i) suspend an Owner's right to use the Common Area; (ii) file a suit against an Owner other than a suit to collect the Maintenance Charge or other assessment levied hereunder, or foreclose the Association's lien created hereunder; (iii) charge an Owner for property damage, or (iv) levy a fine for a violation of this Declaration, the Rules and Regulations, or Bylaws of the Association, unless the Association or its agent gives written notice to the Owner by certified mail, return receipt requested. The written notice must:

(a) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner; and

(b) inform the Owner that the Owner:

1. is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months;

2. may request a hearing on or before the thirtieth (30th) day after the date the Owner receives the notice; and

3. may have special rights or relief related to the enforcement action under Federal law, including the Service Members Civil Relief Act (50 U.S.C.A. Section 501 et seq.), if the Owner is serving on active military duty.

A hearing requested under this Section may be before a committee appointed by the Board of Directors or the Board of Directors itself if the board does not appoint a committee. If the hearing is to be held before a committee, the notice described above must state that the Owner has the right to appeal the committee's decision to the entire Board of Directors by written notice to the Board of Directors.

The Association shall hold a hearing under this section not later than the 30th day after the date the Board of Directors receives the Owner's request for a hearing and shall notify the Owner of the date,

time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board of Directors or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

The notice and hearing provisions of this Section 8.27 do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of this Section do not apply to a temporary suspension of a person's right to use Common Area if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others within the Property. The temporary suspension is effective until the Board of Directors makes a final determination on the suspension action after following the procedures prescribed by this Section. An Owner or the Association may use alternative dispute resolution services.

Section 8.28 Alternative Payment Guidelines and Collection Policy. The Association has adopted a policy relating to alternative payment guidelines in accordance with Section 209.0062 of the Texas Property Code, which policy is set forth in an instrument recorded as Document No. 2012064942, Official Public Records of Fort Bend County, Texas, and a policy relating to collection of unpaid sums, which is set forth in the instrument recorded as Document No. 2012066668, Official Public Records of Fort Bend County, Texas. Notwithstanding the provisions of Section 11.02 and Section 11.03, the Board may modify the Association's alternative payment schedule guidelines and collection policy, and record one or more new alternative payment schedule guidelines and/or collection policies, which, when recorded in the Official Public Records of Fort Bend County, Texas, shall supersede the provisions of this Section 8.28.

Section 8.29 Management Certificate. The Association shall record or cause to be recorded in the Official Public Records of Fort Bend County, Texas a management certificate that complies with the provisions of Section 209.004, of the Texas Property Code. In the event any of the information contained within such recorded management certificate changes, then the Association shall record an amended

management certificate not later than thirty (30) days after the Association is advised of any such change.

Section 8.30 Resale Certificate. Within ten (10) business days after the Association's receipt of written request from an Owner, Owner's agent, or a title insurance company, the Association shall deliver to the party requesting the same the documents and information required by Section 207.003 of the Texas Property Code, including but not limited to: (i) a current copy of this Declaration; (ii) a current copy of the Bylaws and Rules and Regulations; and (iii) a resale certificate that contains the information required under Section 207.003 of the Texas Property Code.

ARTICLE IX

NATURAL GAS

Section 9.01 Natural Gas Service. All residences constructed on the Lots shall have gas water heating and gas central comfort heating.

ARTICLE X

ELECTRICAL SERVICE

Section 10.01 Underground Electrical Distribution. An underground electric distribution system will be installed in the Subdivision, which underground service area will cover all of the Lots which are platted in the Subdivision. The Owner of each Lot containing a single dwelling unit shall, at its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the Electric Company's metering at the structure to the point of attachment at such Electric Company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the Electrical Company at a point designated by such Electric Company at the property line of each Lot. The Electric Company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has, either by designation on the Subdivision Plat or by separate instrument granted necessary easements to the Electric Company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various Owners reciprocal casements providing for access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair, and maintenance of each Owner's owned and installed service wires. In addition, the

Owner of each Lot shall at its own cost, furnish, install, own and maintain a meter loop in accordance with the then-current standards and specifications of the Electric Company furnishing service for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than sixty-seven percent (67%) of the then Owners (including the Declarant if Declarant is an Owner) of the Lots, has been recorded agreeing to amend or change, in whole or in part, this Declaration.

Section 11.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Declarant if Declarant is an Owner) entitled to cast not less than sixty-seven percent (67%) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) calendar days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Those Members entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Members of the Association may also vote to amend this Declaration, in person or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall be given to all Members at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding the foregoing, until the Control Transfer Date, any such amendment shall require the written approval of the Declarant in order to become effective.

Notwithstanding any provision contained in the Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Fort Bend County, Texas, accompanied by a certificate, signed by a majority of the Board of Trustees, stating that the required number of Members executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination.

Section 11.03 Amendments by the Declarant. The Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of (i) correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee; (ii) permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was recorded; (iii) prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Subdivision; or (iv) to annex real property into the terms of this Declaration in accordance with the provisions of Section 7.07.

Section 11.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 11.05 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than sixty-seven percent (67%) of the votes of all of the Members of the Association and the Declarant (if Declarant is an Owner). Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by this Declaration within the Subdivision, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration, except as changed by amendment of this Declaration approved in accordance with Section 11.02.

Section 11.06 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes of this Declaration.

Section 11.07 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Declarant and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 11.08 Effect of Violations on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record, or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 11.09 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders,

the singular shall include the plural, and vice versa. The titles of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto, if any.

Section 11.10 Declarant's Rights and Prerogatives. Prior to the Control Transfer Date, the Declarant may file a statement in the Real Property Records of Fort Bend County, Texas, which expressly provides for the Declarant's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Declarant or (ii) assignment to any third party owning property in the Subdivision, or to the entity owning the Weston Lakes Country Club, or to the Utility District, of one or more of Declarant's specific rights and prerogatives provided in this Declaration to be exercised by Declarant. The assignee designated by Declarant to exercise one or more of Declarant's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of (i) the Control Transfer Date; or (ii) the date that said assignee files a statement in the Real Property Records of Fort Bend County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Declarant discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one of more of its rights or prerogatives to an assignee, the Declarant shall not incur any liability to any Owner, the Association or any other party by reason of the Declarant's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Nothing in this Section 11.10 contained shall be construed as requiring any further assignment to WLCC of the lien and enforcement rights reserved and retained by Declarant under the terms of Sections 6.03, 6.05 and 6.06 of this Declaration which lien and enforcement rights have been expressly assigned by this Declaration to the benefit of WLCC, its successors and assigns.

Section 11.11 Attorneys Fees. In the event of any litigation arising out of the enforcement or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including without limitation reasonable attorneys' fees, litigation expenses, and court costs.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the 5th day of September, 2019.

Surface Properties Investment Fund IV, L.P.,
a Texas limited partnership

By: Surface Properties, Inc.,
a Texas corporation,
its general partner

By: Michael D. Surface
Michael D. Surface, President

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me this 5th day of September, 2019, by Michael D. Surface, President of Surface Properties, Inc., a Texas corporation, the general partner of Surface Properties Investment Fund IV, L.P., a Texas limited partnership, on behalf of said entities.

WANDA L WHITTEN
Notary Public, State of Texas
Notary ID # 1045377-9
My Commission Expires
March 20, 2021

Wanda L. Whitten
Notary Public, State of Texas

After Recording, Return to:

Jeb Brown
Attorney at Law
3100 Edloe Street, Suite 220
Houston, TX 77027

EXHIBIT "A"
Fence Requirements

Reserve at Weston Lakes - Section 4 Allowed Fencing

	FRONT YARD (FACING STREET)			SIDES OF FENCE					BACK YARD			
LOT(S)	48" ornamental iron (black)	48" 3-rail wood (corral style)	78" wood w/ 6" pickets, cap rail, rot board, 1x4" horizontal trim at 60" high	48" ornamental iron (black)	48" 3-rail wood (corral style)	72" wood w/ 6" pickets and alternating panels (good neighbor)	78" wood w/ 6" pickets, cap rail, rot board, 1x4" horizontal trim at 60" high	72" wood w/ 6" pickets all facing to inside	48" ornamental iron (black)	48" 3-rail wood (corral style)	72" wood w/ 6" pickets and alternating panels (good neighbor)	72" wood w/ 6" pickets all facing to inside
1	x	x	x	x	x	On east side	On west side		x	x	x	
2	x	x	x	x	x	x			x	x	x	
3*	x	x	x	x	x	x			x	x	On north property line	On east property line
4 - 13*	x	x	x	x	x	x			x	x		x
14*	x	x	x	x	On north side	On north side			x	x		On east property line
15	x	x	x	x	On north side beside home to back edge of home, then 48" iron beside back yard	On north side beside home to back edge of home, then 48" iron beside back yard			x			
16 - 22	x	x	x	x	Beside home to back edge of home, then 48" iron beside back yard	Beside home to back edge of home, then 48" iron beside back yard			x			
23	x	x	x	x	x	On south side beside home to back edge of home, then 48" iron beside back yard	On north side		x			
24	x	x	x	x	Beside home to back edge of home, then 48" iron beside back yard	On east side beside home to back edge of home, then 48" iron beside back yard	On west side beside home to back edge of home, then 48" iron beside back yard		x			
25 - 33	x	x	x	x	Beside home to back edge of home, then 48" iron beside back yard	Beside home to back edge of home, then 48" iron beside back yard			x			
34	x	x	x	x	Beside home to back edge of home, then 48" iron beside back yard	On east side beside home to back edge of home, then 48" iron beside back yard	On west side beside home to back edge of home, then 48" iron beside back yard		x			
35	x	x	x	x	On north side	On north side	On east side beside home to back edge of home, then 48" iron beside back yard		x	On west property line	On west property line	
36 - 43	x	x	x	x	x	x			x	x		x
44	x			x	On west property line			On west property line	x	On south property line	On south property line	
45	x			x					x	On south property line	On south property line	
46	x			x	On west property line			On west property line	x	On north property line	On north property line	
47	x			x					x	On north property line	On north property line	

FENCES ON LOTS 3-14 MAY NOT RESTRICT THE FLOW OF WATER IN THE DRAINAGE EASEMENT ALONG THE EASTERN EDGE OF THE LOTS