

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WESTON LAKES, SECTION SIXTEEN

THE STATE OF TEXAS §  
COUNTY OF FORT BEND § KNOW ALL MEN BY THESE PRESENTS:

This Declaration, made on the date hereinafter set forth by SIERRA GOLF CORP., a Texas corporation, acting herein by and through its duly authorized officer (hereinafter 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 the REPLAT OF WESTON LAKES, SECTION 16, a Subdivision of 98.380 acres of land out of the John Randon League, Abstract No. 76, in Fort Bend County, Texas, according to the plat ("Subdivision Plat") of said subdivision recorded in the office of the County Clerk of Fort Bend County, Texas, on the 25<sup>th</sup> day of May, 1999, after having been approved as provided by law, and being recorded under Slide No. 1855A of the Plat Records of Fort Bend County, Texas (sometimes herein referred to as the "Property" or "Subdivision"); 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 said Property, which Restrictions shall run with said 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 initial "Association" (as hereinafter defined).

Ox Bow - SEC 16  
MASTER

DEFINITIONS

Section 1.01 "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation, any property adjacent to or in the proximity of the Property which Declarant may wish to include in the jurisdiction of the Association.

Section 1.02 "Association" shall mean and refer to Weston Lakes Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 1.03 "Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 1.04 "Board of Trustees" shall mean and refer to the Board of Trustees of the Association.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.06 "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 "A," "B," "C," "D," "E," "F" and "G," 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 hereof and/or by virtue of the Plat, and/or by virtue of 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.

Section 1.07 "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; Lake 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.

Section 1.08 "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 1.09 "Declarant" shall mean and refer to SIERRA GOLF CORP., its successors and assigns, (i) if such successors or assigns should acquire more than one Lot from SIERRA GOLF CORP., and (ii) if such successors or assigns are designated in writing by SIERRA GOLF CORP. as a successor or assign 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 1.10 "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 1.11 "Lake" or "Lakes" shall mean and refer to those portions of Oxbow Lake platted on the Subdivision Plat as Restricted Reserves "F" and "G."

Section 1.12 "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 will be constructed a single-family residence and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any portion of the Common Area, regardless of the use made of such Common Area or portions thereof.

Section 1.13 "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.14 "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 1.15 "Utility District" shall mean and refer to the Fort Bend County Municipal Utility District No. 81.

Section 1.16 "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 15, both inclusive, and Section 18 of Weston Lakes, and Sections 1 through 3, both inclusive, of Bradford On the Bend and Sections 1 and 2 of Weston Lakes Village, and Section 1 of Diamond Pointe at Weston Lakes, all as set forth in the plats thereof filed for record in the Plat Records of Fort Bend County, Texas.

Section 1.17 "Weston Lakes Country Club" shall mean and refer to the country club operated by the WLCC, and its successors and assigns.

Section 1.18 "Golf Course" shall mean and refer to the golf course operated by the WLCC.

## 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, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or 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 in, across and/or under the Property. 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 and/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 easement affecting same for roadways or drainage, water line, gas, sewer, storm sewer, electric lighting, cable television, electric power, telegraph or telephone purposes and any other easement 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 service 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 Plat and 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 right-of-ways 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 Utility Easement along the side of such Lots (the "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 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 permitted 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 Maintenance Easement.

(a) A twenty-five foot (25') maintenance easement and utility easement ("Maintenance Easement") has been dedicated by the Subdivision Plat along the rear Lots One (1) through Fifty-Four (54), both inclusive, in Block 1, for the purpose of Lake maintenance activities.

(b) No buildings may be constructed and no fences or other improvements that would interfere with the flood flow of water may be constructed over, under, upon or across any portion of this Maintenance Easement. No improvements of any kind other

than the improvements described in (c) and (d) below may be made within the Maintenance Easement without the written approval of the "Committee" (as hereinafter defined). Improvements within said Maintenance Easement which may be approved by the Committee are limited to concrete or wood decks or ornamental iron fences that have a minimum of four inches (4") between vertical irons or other decorative fences that do not impede the flow of water.

(c) The Owner shall be responsible for planting and maintaining solid St. Augustine sod or an alternate grass approved in writing by either the Fort Bend County Drainage District ("Drainage District") the Utility District and Weston Lakes Architectural Control Committee (the "Committee", as hereinafter more fully defined in Article IV hereof), within said Maintenance Easement to prevent erosion of the Lake bank.

(d) The Owner shall be responsible for all necessary temporary erosion control measures required during all construction on Owner's Lot to insure that there is no erosion into the Lake and will be responsible for any repair or maintenance required due to erosion of the Lake bank caused by construction on said Lot.

(e) Structured bank protection (slope paving, bulkheading and other bank protection improvements) may only be constructed with the written approval of either the Drainage District or the Utility District and the Committee.

(f) Each Owner who constructs improvements within said Maintenance Easement shall be deemed to have assumed all risk of damage resulting from the location of improvements within said Maintenance Easement, and, by accepting the Committee's approval for construction of said improvements, shall be deemed to have released the Declarant, Committee, Association, Utility District and the Drainage District from any liability whatsoever resulting from property damage or personal injury suffered by Owner or liability incurred by the Owner due to the placement of improvements within said Maintenance Easement. Additionally, neither the Declarant, Committee, Association, Utility District or the Drainage District, nor their legal representatives, successors or assigns, using said Maintenance Easement shall be liable for any damage done by any of such parties or any of their agents or employees to

shrubbery, trees, flowers, fences, or other property of the Owner situated on the portions of the Lots covered by said Maintenance Easement.

Section 2.06 Private Streets. The entry gate or other entry security device, streets and roads within the Subdivision shall be and are "private" and 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 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 2.06, 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, telegraph and telephone 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 2.06.

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, 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, 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 its 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 subdivision 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 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 or Composite Building Site other than one 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 of said garage. 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 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 twenty feet (20') from the front of the main residential dwelling. 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 said Subdivision.

Except as otherwise provided in Section 3.19, 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 tract 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 the Property.

#### Section 3.02 Designation of Lot Types.

- (a) Town and Country Lots: Lots Twenty-Three (23) through Twenty-Nine (29), both inclusive, in Block One (1), Lots One (1) through Six (6), both inclusive, and Lots Ten (10) through Twenty (20), both inclusive, in Block Two (2), and Lots One (1) through Twenty-Three (23), both inclusive, in Block Three (3);
- (b) Town and Country Cul-de-sac Lots: Lot Thirty (30) in Block One (1) and Lots Seven (7), Eight (8) and Nine (9) in Block Two (2);

(c) Lake Front Lots: Lots One (1) through Twenty-Two (22), both inclusive, and Lots Thirty-Three (33) through Fifty-Four (54), both inclusive, in Block One (1);

(d) Lake Front Cul-de-sac Lots: Lots Thirty-One (31) and Thirty-Two (32) in Block One (1).

Section 3.03 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from resulting side property lines rather than from the Lot lines as indicated on the Subdivision Plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of all Lots in the same block. In addition, the applicable Side Lot Utility Easement, if any, must be abandoned or released in accordance with applicable law. Upon such abandonment or release and upon the receipt of written approval of the Committee, such resulting composite building sites shall thereupon be regarded as one Lot for all purposes hereunder. Any such composite building site (or building site resulting from the remainder of one or more Lots having been consolidated into a composite building site) must contain not less than 22,000 square feet in area, except as may otherwise be approved in writing by the Board of Trustees of the Association.

Section 3.04 Minimum Square Footage Within Improvements. The living area of the main residential structure located on (a) Lots Twenty-Three (23) through Thirty (30), both inclusive, in Block One (1), Lots One (1) through Twenty (20), both inclusive, in Block Two (2) and Lots One (1) through Twenty-Three (23), both inclusive, in Block Three (3), exclusive of porches and parking facilities shall be not less than 2,800 square feet for a one story dwelling and 3,000 square feet for a two-story dwelling, and (b) Lots One (1) through Twenty-Two (22), both inclusive, and Lots Thirty-One (31) through Fifty-Four (54), both inclusive, in Block One (1), exclusive of porches and parking facilities shall be not less than 3,000 square feet for a one story dwelling and 3,400 square feet for a two story dwelling.

Section 3.05 Location Of The Improvements Upon The 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 or nearer to the property lines than the minimum

building set-back lines shown in the table below (provided by committee) shall be controlled by 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, except as described below or unless a deviation is approved in writing by the Committee.

**TABLE OF BUILDING SETBACK REQUIREMENTS**

Lot Designated	Front Building Setback	Rear Building Setback	Side Building Setback
(a) Town and Country	40 feet	40 feet	10 feet
(b) Town and Country Cul-de-sac	30 feet	40 feet	10 feet
(c) Lake Front	40 feet	40 feet*	10 feet
(d) Lake Front Cul-de-sac	30 feet	40 feet*	10 feet

\* To protect views and maintain the character of the community, no structure, out building, opaque fence or wall may be constructed within the 40 foot rear setback along the rear of Lots One (1) through Fifty-Four (54), both inclusive, of Block One (1), provided, however, that the Owners of Lots Twenty-Three (23) through Thirty-One (31), both inclusive, in Block One (1) may construct an approved fence or wall along those portions of the rear property line which do not abutt/front on Oxbow Lake (Restricted Reserves "F" and/or "G") and provided, further that the fence shall be constructed of materials matching the materials used at the Subdivision entrance over Oxbow Lake (stone or brick columns with wrought iron fencing).

Section 3.06 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. Lots in the Subdivision except Lots One (1) through Fifteen (15), both inclusive, in Block One (1) shall be 106.00 feet above mean sea level. The minimum finished slab elevation for Lots One (1) through Fifteen (15), both inclusive, in Block One (1), shall be 107.00 feet above mean sea level. In no case will a slab be lower than eighteen (18) inches above natural ground. All

foundations are required to be engineered and designed by a qualified engineer based upon soil boring information as recommended by the engineer.

Section 3.07 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 3.08 Removal of Trees, Trash and Care of Lots During Construction of Residence.

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

(b) All Owners, during their respective construction of a residence, are required to continuously keep the 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 3.09 Drainage.

from the Utility District to adjust or rebuild manholes, valve boxes and storm sewer inlets prior to any construction of the Owner's residence and, if approved by the Utility District, the adjustment will conform to the Utility District's construction and inspection requirements and to the requirements of Exhibit "B" attached hereto.

Walkways providing access to the front door of a dwelling must turn and intersect into the driveways and may not cross a roadside ditch or swale. No walkway or sidewalk shall be constructed across the front of any Lot.

Section 3.12 Building Inspection of Driveways, Manholes and Storm Sewer Inlets. In order to control the quality of construction of the work described in Section 3.11, 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 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 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 3.11 and as shown in Exhibit "A" and in accordance with any applicable construction requirements for manholes, valves and storm sewer inlets as set out in Section 3.11 and as shown in Exhibit "B". No concrete shall be poured until after the Committee furnishes to the Owner written approval of the driveway preparation above described.

Section 3.13 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 3.14 Walls, Fences and Hedges. 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 side street. Except as otherwise provided in this Section

3.14, no wall, fence, planter or hedge shall be more than six feet (6') high. To protect views and maintain the character of the Subdivision, no opaque wall, fence or hedge may be erected, planted or maintained within or over the forty foot (40') rear building set-back line of Lake Front Lots or Lake Front Cul-de-sac Lots. However, an ornamental iron or other decorative fence, as approved by the Committee, that would not unreasonably obstruct the view of the Lake by adjacent Property Owners may be constructed between the front building set-back line and the rear property lines on the Lake Front Lots or the Lake Front Cul-de-sac Lots. Such ornamental iron fences shall have not less than four inches (4") between vertical irons and any fence constructed shall not impede the flow of flood water. A fence may not be constructed on the Lake banks, regardless of the location of the rear property line, which, in the opinion of the Committee, might disturb the bank of the Lake and/or cause possible damage to the Lake or cause erosion of the Lot. Nothing herein contained shall be construed to prohibit the use of ornamental iron fences on Town and Country Lots and/or Town and Country Cul-de-sac Lots provided such fencing is approved by the Committee.

Section 3.15 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 3.16 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 3.17 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 3.18 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 devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. The Board of Trustees of the Association ("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, (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 3.19 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other out building 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 3.19.

Section 3.20 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 that blocks the 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 3.21 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, except that the Committee may, in its discretion, allow water wells to be drilled for homes requiring water wells for solar heating and cooling purposes. The prohibition of water wells shall not in any manner be deemed to apply to the Reserve designated on the Subdivision Plat or to any land within the Subdivision or Annexable Area owned by the Declarant or Association whether adjacent hereto or not.

Section 3.22 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 3.23 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 Declarant or the Association 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 by the Association, 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, 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 to place such property in a neat, attractive, healthful and sanitary condition consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, 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 by the Association 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 3.24 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 3.25 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 (excluding satellite receiving dishes which are discussed below), be permitted to extend more than ten feet (10') above the roof of the main residential structure on said Lot. No satellite receiving dish may be erected or installed that extends more than six feet (6') above the natural grade, and every satellite receiving dish shall be enclosed with a six foot (6') high fence or wall constructed so that the dish is not visible from adjoining Lots, private streets, Common Area, the Lake or the Golf Course.

Section 3.26 Wind Generators. No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot from any street.

Section 3.27 Solar Collectors. No solar collector 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 3.28 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 dimension 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 insure that there is no erosion into the Lakes. Swimming pool drains shall be piped into the ditch in the front of the

Lot. In no event shall swimming pools be drained or discharge water into the Lake. The swimming pool drain outfall shall be terminated through a concrete pad constructed flush with the slope of the ditch so as not to interfere with the maintenance or mowing of the ditch.

Section 3.29 Drying of Clothes in Public View. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, Golf Course, Lakes or other facilities where the rear yard or portion of the Lot is visible to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

Section 3.30 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 3.31 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 in the streets or into any body of water. No septic tank or other means of sewage disposal will be permitted.

Section 3.32 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 3.33 Common Area. Any Common Area shall be used only for streets, roads, paths, recreation, utility easement, drainage purposes, and Lot purposes reasonably connected therewith or related thereto; provided, however, no residential, professional, commercial or educational use shall be made of any Common Area, nor shall the Common Area be used for the conducting of religious services.

Section 3.34 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 Lake Country Club; provided; however, golf carts shall be operated in the Subdivision solely for purposes of access to and from the Weston Lakes Country Club.

(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.

(d) Licensed motorized two-wheel or three-wheel vehicles shall be allowed within the Subdivision solely for the purpose of access to and from the Subdivision and access to and from the Weston Lakes Country Club, but shall not be permitted for travel within the Subdivision.

Section 3.35 Boats Permitted on Lakes. 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 Lakes shall be subject to the Rules and Regulations of the Association.

Section 3.36 Swimming Prohibited in Lakes. Swimming in the Lakes shall be prohibited at all times.

Section 3.37 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 one percent (1 %) of the value of the lot and house being constructed or Two Thousand Dollars (\$2,000), whichever is greater, 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 3.38 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 provided by the Declarant or the Association.

Section 3.39 Landing, Storage and Parking of Aircraft. No helicopters, hovercraft or other aircraft shall land or be stored or parked within the Subdivision, except in areas of the Subdivision or other areas designated by the Declarant until the Final Control Transfer Date. From and after the Final Control Transfer Date, the Association shall designate a portion of the Subdivision or other area, if any, for the landing, storage or parking of helicopters, hovercraft and other aircraft.

#### 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 two (2) 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, provided, however, that from and after the Initial Control Transfer Date (hereinafter defined) the address of the Committee (for each of the Lots within the 80% of Lots covered by the Initial Control Transfer Date) shall be the address of the Association. If approved, one of the two (2) 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 subsection (b) 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) At such time as eighty percent (80%) of the Lots in the Subdivision are sold by Declarant for construction of residential dwellings thereon, Declarant shall cause an instrument transferring architectural control of such eighty percent (80%) of the Lots in the Subdivision to Weston Lakes Architectural Control Committee (sometimes herein referred to as "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 eighty percent (80%) of the Lots in the Subdivision and shall vest in and be exercised by the Committee as to said eighty percent (80%) of the Lots in the Subdivision (the "Initial Control Transfer Date"). The authority to grant or withhold architectural control approval of plans and specifications as to the balance of the Lots in the Subdivision [the twenty percent (20%) of Lots not sold by Declarant for construction of residential dwellings thereon] shall remain vested in Declarant until the earlier to occur of (i) the date that the twenty percent (20%) of the Lots in the Subdivision have been sold and initially developed or (ii) four (4) years after the Initial Control Transfer Date (the "Final Control Transfer Date").

(c) The term "Committee," as used in this Declaration 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 such 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 authority exercising the prerogative of approval or disapproval (whether the Declarant or 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 Initial 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.

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 and plot plan, 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 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 Board of Trustees 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 Association, 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 Board of Trustees to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Board of Trustees 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 3.09.

#### ARTICLE V

#### WESTON LAKES PROPERTY OWNERS ASSOCIATION, INC.

Section 5.01 Membership. Every person or entity who is a record Owner of any Lot which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenance 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 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 the Articles of Incorporation and Bylaws of said Association; 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 (and subject to the prior written approval of the Declarant), 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) voting rights and the Member's and "Related Users" (as hereinafter defined) right to use any recreational facilities within the Common Area during any period in which the Maintenance Charge or any assessment against his Lot remains unpaid;

(e) the right of the Association to suspend the Member's voting rights and the Member's and Related Users' right to use any recreational facilities within the Common Area, after notice and hearing by the Board of Trustees, for the infraction or violation by such Member or Related Users of this Declaration or the Rules and Regulations, which suspension shall continue for the duration of such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation; and

(f) the right of the Association, subject to the prior written approval of the Declarant, 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 the members of his "family" (defined herein as those members of the Member's immediate family living in the Member's residence), his tenants, or contract purchasers who reside in the dwelling on the Lot (collectively, the "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.

## 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 to the Association as to each Lot platted upon the Subdivision Plat a monthly maintenance charge (the "Maintenance Charge"), the "Country Club Charges" (as hereinafter defined) and 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, Country Club Charges and other assessments and charges are made.

### Section 6.02 Basis of the Maintenance Charge.

(a) The Maintenance Charge referred to 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 (or residential building site) 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. Provided, however, in the event an Owner obtains consent from the Committee for a Composite Building Site pursuant to Section 3.03 hereof, such Composite Building Site shall be considered one Lot for the Maintenance Charge purposes beginning upon the completion of the improvements thereon.

(b) The Maintenance Charge shall be divided into two (2) portions, the first being an annual assessment fee of \$50.00 (the "Fee") for maintenance of the security control gates and/or devices and access entrance to the Subdivision, through which access is provided to the

Subdivision, which assessment will be paid to the Association on an annual basis. The Fee shall be paid no later than March 31<sup>st</sup> of each year to the Association for all Lots out of the Subdivision sold by the Declarant during the prior year. The Owners of Lots in the Subdivision shall be subject to Association rules and regulations concerning issuance and use of access stickers for registered vehicles. A composite building site designated under Section 3.03 hereof shall be considered one Lot for purposes of calculating the Fee. The second portion of the Maintenance Charge shall be for the maintenance and operation of the Common Area and the Common Facilities in the Subdivision [including the cost of street lights in accordance with subsection (d) of this Section 6.02] or for any purposes set forth in this Article VI. The second portion of the Maintenance Charge shall not be increased in excess of ten percent (10%) annually.

(c) 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.

(d) The exact amount of the Maintenance Charge applicable to each Lot will be determined by the Board of Trustees during the month preceding the due date of the Maintenance Charge. 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.

(e) 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 Houston Lighting and Power Company 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 Houston Lighting and Power Company.

(f) 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.

(g) Each Owner of a Lot, other than Declarant, has agreed to and shall obtain and maintain a "Social Membership" as same is defined in the Bylaws of the WLCC during the term of said Owner's ownership of a Lot. Said Social Membership in the Weston Lakes Country Club shall automatically be transferred to the successor Owner of an Owner's Lot. Each Owner may also obtain a "Tennis Membership" or "Country Club Membership" (as same are defined in the Bylaws of the WLCC) in accordance with the Rules and Regulations of the WLCC. A transfer of said Tennis Membership or Country Club Membership upon the sale of the Owner's Lot shall be subject to the Rules and Regulations of the WLCC. 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 the WLCC or Declarant, (i) a monthly Social Membership charge and (ii) to the extent that any Owner elects to obtain a "Tennis Membership" or "Country Club Membership," the monthly charges applicable to such "Tennis Membership" or "Country Club Membership" (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 WLCC, shall be a charge on the 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 Rules and Regulations of the WLCC, 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 Owner(s).

(h) The Maintenance Charge and the Country Club Charges 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 Final Control Transfer Date, and the Association, from and after the Final Control Transfer Date, reserve the right at all times, in their own judgment and discretion, to exempt any Lot ("Exempt Lot"), in the Subdivision from the Maintenance Charge, 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 Declarant, prior to the Final Control Transfer Date, and the Association, from and after the Final 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, including

foreclosure by judicial action brought in the name of the Association or by non-judicial foreclosure pursuant to Section 51.002, Texas Property Code and such 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 has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association 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 amount(s) 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 the provision 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. 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 a rate set by WLCC which shall not exceed the maximum rate per annum 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 Country 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 its duly authorized President or Vice President. 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, it

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 amount(s) 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 the provision 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 or 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 or 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 Board of Directors of WLCC to cover the preparation and recordation of such release of lien instrument.

Section 6.07 Liens Subordinate to Mortgages. The liens described in Section 6.02 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 (a), 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 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; and (c) 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.



## 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 Final 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. 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 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, initial sales, resales 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 Annexable Area. Additional residential property and common areas outside of the Subdivision including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by the Declarant into the real property which becomes subject to the jurisdiction, and benefit of the Association, without the consent of the Owners or any other party; provided; however, such additional residential property outside of the Annexable Area may be made subject to the jurisdiction of the Association by the Declarant, without the consent of the Owners or any other party, provided that the annexation is in accordance with a general plan theretofore approved by the Board of Trustees. The owners of lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of, the Association, provided that such annexed property is impressed with and subject to at least the Maintenance Charge imposed hereby.

#### 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 portion of the Annexable Area which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the affiant 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 or Annexable Area. 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 do not materially affect the use and enjoyment of such property by the Association or by the Owners authorized to use such property. 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 Owner 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, bridges, traffic control improvements (including security control gate and related equipment, traffic signals and/or street lights, if any); maintenance and operation of the

Lakes (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 right-of-ways 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 of 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 deposited 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 the 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 and regulations ("Rules and 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 Common Area and Common Facilities and the use of any other property facilities or improvements owned or operated by the Association. 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 of 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 suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall



continue for so long as such breach continues; (v) 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; (vi) 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 (vii) 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 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 Final 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 Owner 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 two-thirds (2/3rds) of the Members agreeing in writing or by voting at any scheduled meeting of the Members and 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, with the prior written approval of the Declarant, 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. 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 Non-Profit Corporation Act, including, without limitation, entering into partnership and other agreements, subject only to such limitations upon such powers as may be set forth 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.

## ARTICLE IX

### NATURAL GAS

Section 9.1 Non-Utilization Charge. Entex, Inc. has agreed to provide natural gas service to all Lots in the Subdivision, provided certain minimum usage is made of the service. Pursuant to the contract providing such service, all houses shall have a minimum of gas water heating, and gas central comfort heating, or pay a non-utilization fee. If any house completed in the Subdivision does not utilize both gas water heating and gas central comfort heating appliances, the Owner of such house at the time of constructing such improvements shall pay to Entex, Inc., the non-utilization of gas facilities charge set by Entex, Inc., for such house. This non-utilization charge shall be due thirty (30) days from completion of the non-utilizing house. In the event this non-utilization charge is not paid timely by the Owner of the non-utilizing house, after demand is made for such payment, the Declarant or Association may, at their option, pay such charge and the payment so made, if any, shall be secured by the lien securing the payment of the Maintenance Charge described in Article VI of this

Declaration, which lien shall only be extinguished by payment of such charge, plus interest on the amount paid by the Declarant or the Association until Declarant or the Association is reimbursed therefor at the lesser of: (i) eighteen percent (18%) per annum or (ii) the maximum rate permitted by applicable law.

## ARTICLE X

### ELECTRICAL SERVICE

Section 10.01 Underground Electrical Distribution. An underground electric distribution system will be installed in the Subdivision designated herein as the Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in the Subdivision at the time of the execution of an Underground Electrical Distribution Agreement ("Agreement") between the Declarant and the applicable electric company (hereinafter sometimes called the Company). The Owner of each Lot containing a single dwelling unit shall, at his or 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 electric company's metering at the structure to the point of attachment at such 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 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 of the Subdivision 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 easements 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 his or 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 Underground Residential 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.

Section 10.02 Underground Service. The Company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for single family residential dwellings, all of which are designed to be permanently located where originally constructed and which are built for sale or rent. Should the plans of the Declarant or the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes the Company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the Company an amount representing the excess in cost for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected Lot or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to service such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electrical facilities serving such Lot, which arrangement and/or addition is determined by the Company to be necessary.

## 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 two-thirds (2/3rds) of the then Owners (including the Declarant) 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) entitled to cast not less than two-thirds (2/3rds) 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 two-thirds (2/3rds) 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 (Owners, including the Declarant) entitled to cast not less than two-thirds (2/3rds) 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 (Owners, including the Declarant) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. 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 (Owners, including the Declarant) 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 Final 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 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. Additionally, Declarant shall have and reserves the right at any time and from time to time prior to the Final 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 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 adopted. Likewise, the Declarant shall have and reserves the right at any time and from time to time prior to the Final 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 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.

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 two-thirds (2/3rds) of the votes of all of the Members of the Association and the Declarant.

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 or by the plan of merger or consolidation. In the event of any inconsistency

between the terms and provision of this Declaration and the terms and provisions of any of the merger or consolidation documents, the terms and provisions of the merger or consolidation documents shall control.

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

Section 11.10 Effect on Annexable Area. The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of the Association by a separate instrument executed solely by Declarant or its successors and assigns and any lien holders, which instrument is recorded in the Real Property Records of Fort Bend County, Texas.

Section 11.11 Declarant's Rights and Prerogatives. Prior to the Final 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 the Annexable Area 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 the (i) Final 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 11.11 contained shall be construed as requiring an 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the 21<sup>st</sup> day of July, 1999.

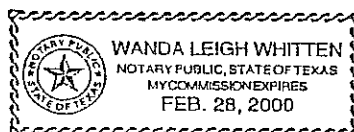
SIERRA GOLF CORP.

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

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 21<sup>st</sup> day of July, A.D., 1999, by MICHAEL D. SURFACE, President of SIERRA GOLF CORP., a Texas corporation, on behalf of such corporation.



Wanda Leigh Whitten  
Notary Public - State of Texas

JOINDER OF LIENHOLDER

The undersigned, LANGHAM CREEK NATIONAL BANK, is the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Declaration as "Property," and as such mortgagee and lienholder does hereby consent to and join in this Declaration.

This consent and Joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Lots and all appurtenances thereto, subject to the restrictions hereby agreed to, with however, the express stipulation that the mortgage and liens owned and held by the undersigned are and shall remain superior to any and all liens or charges imposed or created by this Declaration or provided for in this Declaration. In no event shall LANGHAM CREEK NATIONAL BANK be required to enforce any restrictions, covenants, easements and/or any other matters appearing in this Declaration, nor shall the failure to enforce such restrictions, covenants, easements and/or other matters, if any, give claim or cause of action against LANGHAM CREEK NATIONAL BANK.

Notwithstanding anything to the contrary contained herein, the undersigned LANGHAM CREEK NATIONAL BANK, does not release, subordinate or impair, by this consent and joinder, any and all rights it may have under its liens to succeed to any and all rights, powers and authority of the Declarant hereunder in the event of a foreclosure of its mortgage or liens.

SIGNED by the undersigned officer of LANGHAM CREEK NATIONAL BANK duly authorized this 23rd day of JULY, 1999.

LANGHAM CREEK NATIONAL BANK

By:   
Name: BILL W. DAVIS  
Title: EXECUTIVE VICE PRESIDENT

"All references herein to Langham Creek National Bank shall be deemed to be SouthTrust Bank, N.A."

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 23rd day of July, A.D., 1999, by BILL W. DAVIS, EXECUTIVE VICE PRESIDENT of LANGHAM CREEK NATIONAL BANK, a national banking corporation, on behalf of such corporation.



Kaye Sanford  
Notary Public - State of Texas

EXHIBIT "A"

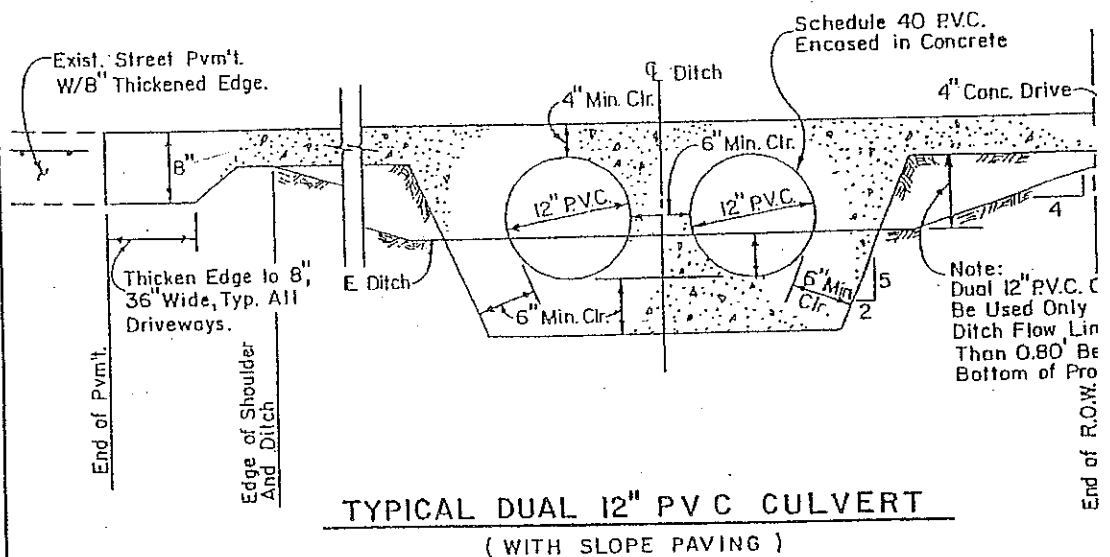
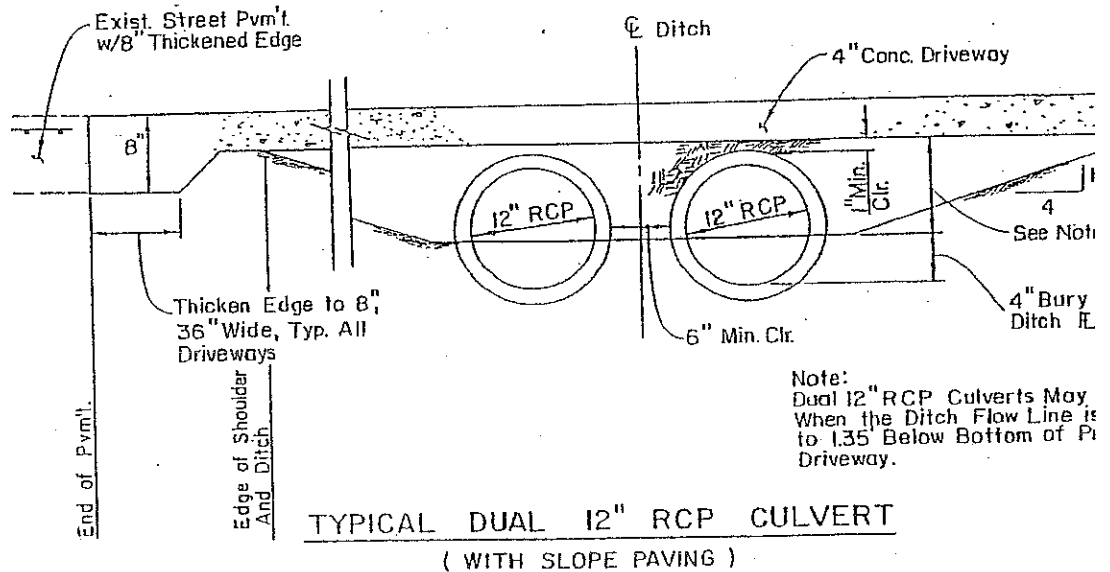
(TO BE ATTACHED)

EXHIBIT "B"

(TO BE ATTACHED)

# EXHIBIT A

## ALTERNATE DRIVEWAY CULVERT DETAIL TO BE USED ONLY WITH INDIVIDUAL APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE.



JONES & CARTER, INC.  
Consulting Engineers

SCALE: NONE

DATE: JAN., 1986

JOB NO: 202-21-00

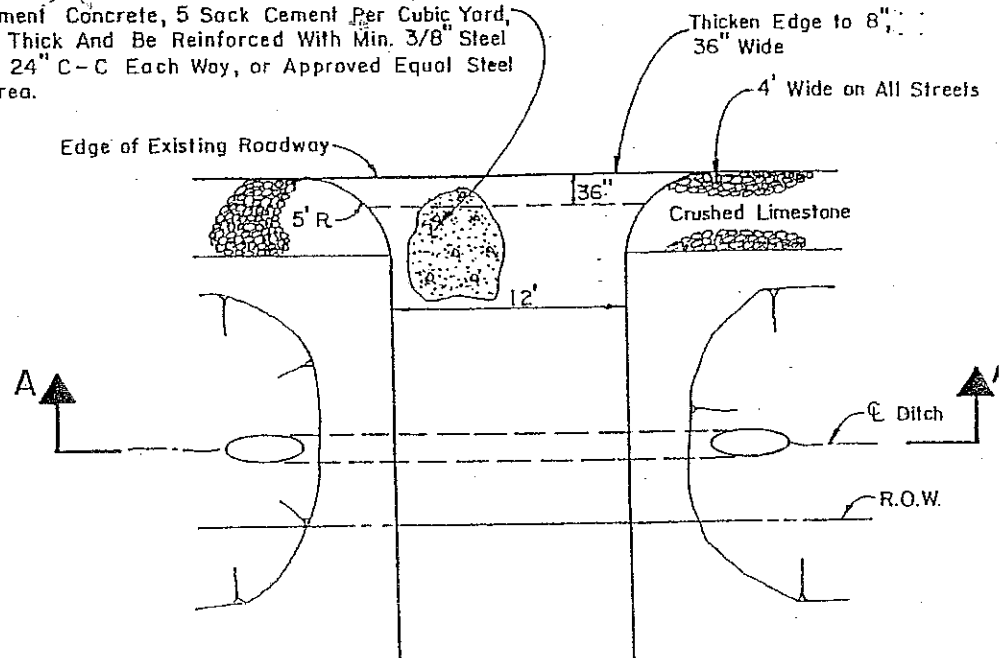
DWN. BY: J. E. G.

DRIVEWAY ENTRANCE D  
DUAL 12" RCP & P.V.C.

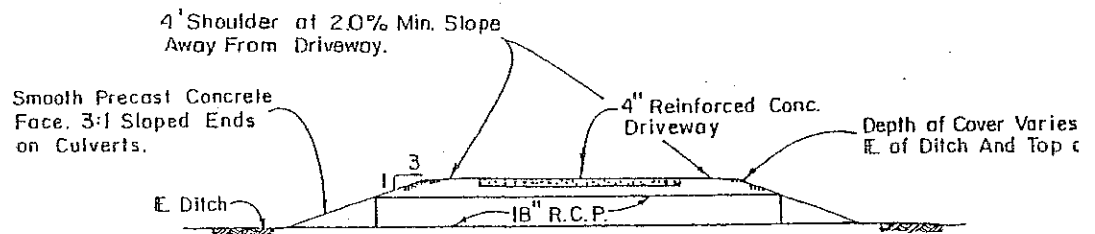
SHEET

# EXHIBIT A

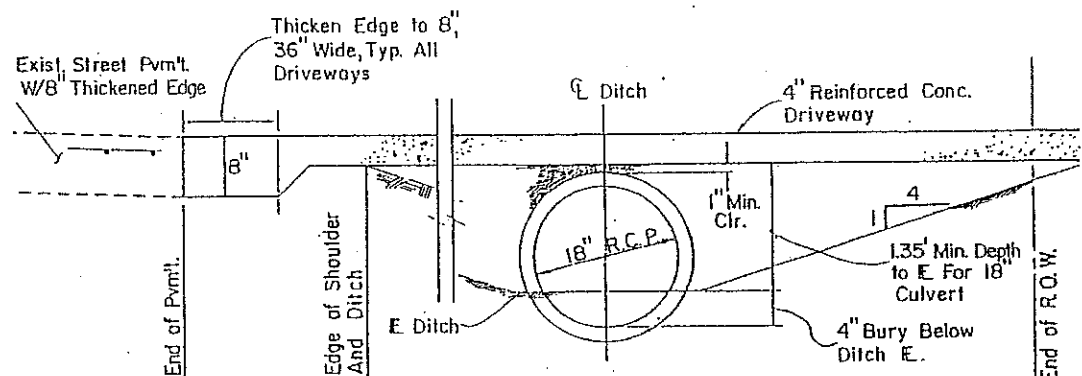
Driveways Shall Be Constructed With Portland Cement Concrete, 5 Sack Cement Per Cubic Yard, 4" Thick And Be Reinforced With Min. 3/8" Steel At 24" C-C Each Way, or Approved Equal Steel Area.



PLAN VIEW



SECTION "A-A"



TYPICAL 18" CULVERT  
(WITH CULVERT ENDS)



JONES & CARTER, INC.  
Consulting Engineers

SCALE: NONE

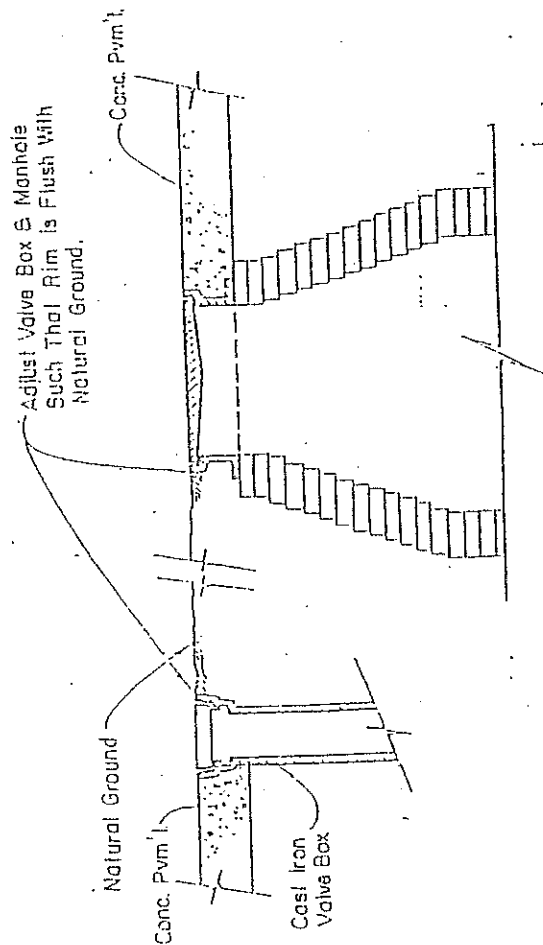
DATE: JAN., 1986

JOB NO.: 202-21-00

DWN. BY: J. E. G.

DRIVEWAY ENTRANCE C  
18" RCP SHEET

# EXHIBIT B



WATER VALVE BOX AND  
MANHOLE PROPERLY ADJUSTED TO GRADE

N.T.C.

101

Sierra Golf Course  
 C/O Weston Lakes  
 32611 FM 1093  
 Fulshear, Tx 77441

FILED AND RECORDED  
 OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

07-28-1999 08:52 AM 1999064623  
 TD \$141.00  
 DIANNE WILSON, COUNTY CLERK  
 FORT BEND COUNTY, TEXAS



AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
WESTON LAKES, SECTION SIXTEEN

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

This Amendment to Declaration of Covenants, Conditions and Restrictions – Weston Lakes, Section Sixteen (the "Amendment") is made and executed by Sierra Golf Corp., a Texas corporation ("Sierra"), and is as follows:

RECITALS:

A. Sierra is the Declarant under that certain Declaration of Covenants, Conditions, and Restrictions – Weston Lakes, Section Sixteen, recorded as Document Number 1999064623, Real Property Records of Fort Bend County, Texas (the "Declaration").

B. In accordance with Section 11.03 of the Declaration, the Declaration may be amended by recording in the Real Property Records of Fort Bend County, Texas an instrument executed and acknowledged by the Declarant, prior to the Final Control Transfer Date (as that term is defined in the Declaration) acting alone, in order to correct any ambiguity, error, oversight or inconsistency, provided that the amendment is consistent with the general scheme of development set forth in the Declaration.

NOW, THEREFORE, the undersigned Declarant hereby declares and certifies and hereby amends and modifies the Declaration, as amended, as follows:

1. The text of Section 3.10 is hereby deleted in its entirety and replaced with the following:

"3.10 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 of a type and design approved by the Committee."

2. The text of Section 3.33 is hereby deleted in its entirety and replaced with the following:

"3.33 Common Area. Any Common Area shall only be used for streets, roads, paths, recreation, utility easement, drainage purposes, and Lot purposes reasonably connected therewith or related thereto; provided, however, no residential, professional, commercial, educational or church use shall be made of any Common Area."

3. The text of Section 5.04, Subsection (d), is hereby deleted in its entirety and replaced with the following:

"(d) the right of the Association to suspend the Member's voting rights and the Member's and Related Users' (as hereinafter defined) right to use any recreational facilities within the Common Area during any period in which the Maintenance Charge or any assessment against his Lot remains unpaid;" .

4. Section 6.02, Subsection (b) is hereby deleted in its entirety, and the remaining subsections are renumbered accordingly.

5. Section 8.01 is amended by deleting the term "affiant" in the tenth (10<sup>th</sup>) line and replacing it with "agent".

6. Section 8.02 is amended by deleting the term "Owner" in the last sentence and replacing it with "Association".

7. Section 8.03 is amended by deleting the term "security control gate and related equipment" in the parenthetical phrase in the second sentence.

8. Any capitalized terms used and not otherwise specifically defined in this Amendment shall have the meaning set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration shall remain in full force and effect as written. In the event of a conflict between the terms of this Amendment and the Declaration, this Amendment is intended and shall be construed as controlling.

EXECUTED to be effective as of the 14<sup>th</sup> day of November, 2000.

SIERRA GOLF CORP.,  
a Texas corporation

By: \_\_\_\_\_

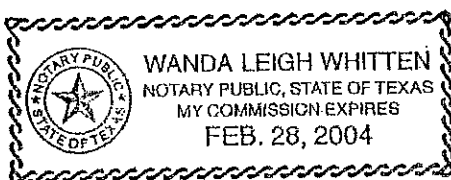
Michael D. Surface, President

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 14<sup>th</sup> day of November, 2000, by Michael D. Surface, the President of Sierra Golf Corp., a Texas corporation, on behalf of said corporation.



\_\_\_\_\_  
Notary Public Signature

JOINDER OF LIENHOLDER

South Trust Bank, ("Lender") the owner and holder of a first lien deed of trust upon the real property described in the Declaration, does hereby join in this Amendment to evidence its consent to this Amendment.

South Trust Bank

By: [Signature]

Name: Bob Phillips

Title: Senior Vice President

Date: November 13, 2000

STATE OF TEXAS

§

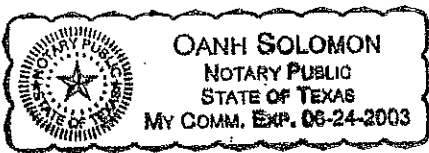
COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on the 13 day of November, 2000, by Bob Phillips, the Senior Vice President of South Trust Bank, on behalf of said entity.

AS PER ORIGINAL



[Signature]  
Notary Public Signature

AFTER RECORDING, RETURN TO:

Mr. Jeb Brown  
2211 Norfolk, Suite 1150  
Houston, TX 77098

AFTER RECORDING RETURN TO  
Alamo Title Company  
Title Agency Division - GALLERIA OFFICE  
5251 Westheimer, Ste 200  
Houston, Texas 77056

THIS DOCUMENT WAS FILED  
BY AND RETURNED TO:

ALAMO TITLE COMPANY

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

11-20-2000 12:32 PM 2000098854

DBC \$13.00

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

JOINDER OF LIENHOLDER

South Trust Bank, ("Lender") the owner and holder of a first lien deed of trust upon the real property described in the Declaration, does hereby join in this Amendment to evidence its consent to this Amendment.

South Trust Bank

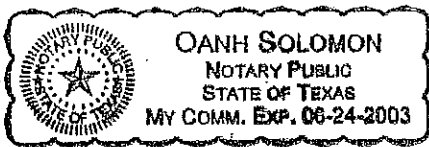
By: [Signature]  
Name: Bob Phillips  
Title: Senior Vice President  
Date: November 13, 2000

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 13 day of ~~October~~ <sup>November</sup>, 2000, by Bob Phillips, the Senior Vice President of South Trust Bank, on behalf of said entity.



[Signature]  
Notary Public Signature

AS PER ORIGINAL

AFTER RECORDING, RETURN TO:

Mr. Jeb Brown  
2211 Norfolk, Suite 1150  
Houston, TX 77098

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DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS