

DOVE COURT CCRs CHANGES

Original:

Section 1.09. Classes of Membership. The Association has two classes of membership:

- (a) "Class A Members" are the Owners;
- (b) "Class B Member" is the Declarant, its successors and assigns.

Section 1.10. "Declarant Control Period" shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint and remove the members of the Board of Directors and the officers of the Association, other than Board members or officers elected by Members of the Association pursuant to the Bylaws.

New: Section 1.09 and 1.10 Redacted

Original:

Section 1.13. "Development Period" means the period in which Declarant reserves a right to facilitate the development, construction, and marketing of the Subdivision.

New: Section 1.13 Redacted

Original:

Section 3.02. Classes of Membership. The Association shall have two (2) classes of membership as follows:

- a. Class "A". Class "A" Members shall be all Lot Owners with the exception of the Class "B" Member.
- b. Class "B". The Class "B" Member shall be Declarant and any successor of Declarant who takes title for the purposes of development and sale of Lots in the Subdivision.

New: Section 3.02 Redacted

Original:

Section 3.03. Voting. Class "A" Members shall be entitled to one (1) vote for each Lot of which they are record Owner. Class "B" Member shall be entitled to ten (10) votes per Lot owned. The Class "B" membership shall terminate and be converted to Class "A" on or before the 120th day after the date seventy-five percent (75%) of the Lots that may be made subject to this Declaration are conveyed to Class "A" Members.

New:

Section 3.02. Voting. Members shall be entitled to one (1) vote for each Lot of which they are record Owner.

Original:

Section 3.04. Appointment of Board of Directors. During the Declarant Control Period, the Class "B" Member is entitled to appoint and remove the members of the Board of Directors and the officers of the Association. Notwithstanding, at least one-third (1/3) of the members of the Board shall be elected by the Owners other than the Declarant not later than the tenth (10th) anniversary after this Declaration was recorded in the Real Property Records of Grimes County, Texas.

New:

Section 3.03. Appointment of Board of Directors. At least one-third (1/3) of the members of the Board shall be elected by the Owners.

Original:

Section 3.07. Owner's Right of Enjoyment. Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) This Declaration, as it may be amended from time to time;
- (b) Any restrictions or limitations contained in any deed conveying additional Common Area to the Association;
- (c) The right of the Board to limit the number of guests who may use the Common Area, and to adopt other Rules and Regulations regulating the use and enjoyment of the Common Area;
- (d) The right of the Board to suspend the right of an Owner to use any recreational facilities within the Common Area for any period during which any Assessment or portion thereof owed by such Owner remains delinquent, and for a period not to exceed sixty (60) days for a single violation, or for a longer period in the case of any continuing violation, of the Declaration, Bylaws, or Rules and Regulations of the Association;
- (e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to the approval of sixty-seven percent (67%) of the votes of all Members eligible to vote;
- (f) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees (which fees shall be separate from Assessments) for the use of any recreational facility situated upon the Common Area;
- (g) The right of the Board to permit non-Member use of any recreational facility situated on the Common Area upon payment of user fees established by the Board;
- (h) The right of the Association, acting through the Board, to mortgage any and all of its real or personal property as security for money borrowed or debts incurred, subject to the approval of sixty-seven percent (67%) of the votes of all Members eligible to vote;
- (i) All easement rights necessary or desirable for the Association to perform its duties and enforce this Declaration;

j)The right of the Association, acting through the Board, to grant easements pursuant to this Declaration; and

(k)The right of the Association, acting through the Board, to enter into and execute contracts with any party for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

New:

Section 3.06. Owner's Right of Enjoyment. Every Owner 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 Lot, subject to the following provisions:

{a) This Declaration, as it may be amended from time to time;

(b) Any restrictions or limitations contained in any deed conveying additional Common Area to the Association;

(c) The right of the Board to adopt other Rules and Regulations regulating the use and enjoyment of the Common Area;

(d) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to the approval of sixty-seven percent (67%) of the votes of all Members eligible to vote;

{e) All easement rights necessary or desirable for the Association to perform its duties and enforce this Declaration;

{f) The right of the Association, acting through the Board, to grant easements pursuant this Declaration; and

(g)The right of the Association, acting through the Board, to enter into and execute contracts with any party for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

Original:

Section 3.08. Delegation of Rights. Any Owner may delegate his or her right of enjoyment of the Common Area to the members of his or her family, tenants, customers, clients, employees, agents, contractors, business, and social and business invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt. Every Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to any portion his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

New:

Section 3.07. Delegation of Rights. Every Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to any portion his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

Original:

ARTICLE IV

USE AND CONSTRUCTION RESTRICTIONS

New:

ARTICLE IV

GENERAL RESTRICTIONS

Original:

Section 4.04. Use of Temporary Structures. No structure of a temporary or permanent character, whether trailer, motor home, mobile home, manufactured home, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently without the prior written approval of the ACC; provided, however, that the Declarant may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen on a Lot during any period of actual construction, which authorization, if given, shall include the nature, size, duration and location of such structure or structures.

New:

Section 4.04. Use of Temporary Structures. No structure of a temporary or permanent character, whether trailer, motor home, mobile home, manufactured home, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot as a residence without the prior written approval of the ACC.

Original:

Section 4.05. Walls, Fences and Mail Boxes. Walls and fences must be approved prior to construction by the ACC and shall not be closer to front street property lines than the Lot boundary line and no closer than the Lot boundary line or side street lines, as shown on the Plat. Wire, and chain link fencing shall not be permitted. Fences must be constructed of wood, masonry, wrought iron or a combination thereof all individual must be of masonry construction and approved by the ACC.

New:

Section 4.05. Fences. No fence, wall, or any other structure shall be erected, added or placed on any Lot nearer to any front lot line than the nearest front corner of the residential dwelling, unless approved by the ACC. All fences, walls and other structures shall be of a nature and quality so as to be harmonious with, and enhance, and not detract from the general appearance of the Subdivision and must be approved in writing by the ACC prior to construction. Each individual Lot owner is responsible for keeping, repairing, replacing and maintaining any existing fence or wall that is on the owner's Lot or adjacent right-of-way. All fences will be made of cedar, spruce, fir, pine, redwood or ornamental metal that fully screens the enclosed space from public view, unless otherwise approved by the ACC. Wire and

chain link fences are not permitted unless fully screened from public view (i.e. "dog runs"); however, any and all such fences and the use thereof must first be approved in writing by the ACC. Fences may be reasonably stained to enhance natural appearance but are not to be painted unless approved by the ACC. The "good side" of the fence (that is, the side that shows fence slats or pickets only) shall always face the public street closest to such fence or common area, as appropriate. Final approval of fencing and its facing shall be at full discretion of the ACC. All walls must be of masonry construction and approved by the ACC.

Original: No Section for USPS mail boxes

New:

Section 4.06. The United States Postal System requires cluster box mailboxes, and as such individual mailboxes shall not be permitted on any Lot.

Original:

Section 4.07. Garbage and Trash Disposal. Garbage and trash or other refuse shall not be permitted to be dumped at any place upon the Subdivision or adjoining land. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

New:

Section 4.08. Garbage and Trash Disposal. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except within an enclosed container approved by the Board and shall regularly be removed from the properties and shall not be allowed to accumulate thereon. Garbage cans may be stored in the backyard, inside the garage, or adjacent to the garage. Garbage cans are to be washed out regularly to prevent odors and unsanitary conditions. Garbage cans may be placed near the curb for trash pickup no earlier than 24 hours preceding trash pickup and removed from the curb no later than 24 hours following the pickup of such garbage and trash. No owner of any Lot shall permit the burning of garbage, trash or rubbish of any kind thereon. If rubbish, debris or odors accumulate upon any Lot in violation of this provision in the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot. All Lots shall be kept in a sanitary and attractive condition and shall in no event be used for storage of material and equipment except for normal residential requirements incidental to construction of improvements thereon as herein permitted.

Original:

Section 4.08. Roof Shingles. Subject to this section, and approval by the ACC, Owners may install shingles that are designed to be wind and hail resistant, provide heating and cooling efficiencies greater and are more durable than those provided by customary composition shingles, and/or provide solar generation

capabilities; however, when installed, they must resemble the shingles used or otherwise authorized for use on improvements on Lots in the Subdivision, and match the aesthetics of the Subdivision.

New:

Section 4.09. Roof Shingles. Subject to this section, and approval by the ACC, the surface of all roofs of the dwelling and other permitted improvements shall be shakes, tile, quality composition shingle, or approved metal roof matching with the aesthetic of the subdivision. The ACC shall have authority to approve other roof treatments and materials if the form utilized will not be a detriment to the quality of the neighborhood.

Original:

Section 4.09. Flags and Flagpoles. Subject to this section, and approval by the ACC, Owners may display a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces. The flag of the United States shall only be displayed in accordance with 4 U.S.C. Sections 5-10, which qualify the times and occasions for the flag's display, the position of the flag, and respect for it. The flag of the State of Texas shall only (be displayed in accordance with Chapter 31 of the Texas Government Code. A flagpole attached to a dwelling or a freestanding pole is to be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling on the Lot. The display of the flag, and its location and construction of the supporting flagpole shall comply with appropriate ordinances, easements and setbacks of record, and a displayed flag and flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or structurally unsafe flagpole shall be repaired, replaced or removed. A flagpole attached to the dwelling on a Lot may not exceed six (6) feet in height. A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground base to the top of the flagpole. Illumination of permitted flags must be sub-surface and not exceed 200 watts, and positioned in a manner not directed toward and adjacent Lot. A flag displayed on a freestanding flagpole shall not be more than ten (10) feet in height, and a flag displayed on a flagpole attached to a dwelling shall be no more than three (3) by five (5) feet. No more than one of each permitted flags may be displayed on a flagpole at any time. Owners may not install flagpoles or display flags in the Common Area without the express written consent of the Association.

New:

Section 4.10. Flags, Flagpoles and flag stands. Subject to this section, and approval by the ACC, Owners may display a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, on a flagpole and in accordance with federal and state flag laws. A flagpole or stand is to be constructed of permanent, long-lasting materials, with a finish harmonious with the dwelling on the Lot. A flagpole attached to a dwelling shall not exceed six (6) feet in height. A flag stand may not exceed three (3) feet in height and a total of five (5) square feet and displays a noncommercial or nonpolitical message of the member's interest. The display of the flag, its location and construction of the supporting flagpole or flag stand shall comply with appropriate ordinances, easements and setbacks of record, does not impede the view of adjacent Lots and a displayed flag, flagpole or flag stand on which it is flown shall be maintained in good condition. Any deteriorated flag or structurally unsafe flagpole shall be repaired, replaced or removed. Owners may not install flagpoles, flag stands, or display flags in the Common Area without the express written consent of the Association.

Original: No Section for Signs and Banners

New:

Section 4.11. Signs and banners. Owners may not display on the Owner's Lot a sign of any kind without the approval of the ACC except the following permitted signs:

(a) One or more signs advertising a political candidate or ballot item for an election on or after the ninetieth (90th) day before the date of the election to which the sign relates or ten (10) days after that election date. Signs shall be ground-mounted and display only one sign for each candidate or ballot item.

(b) Noncommercial signs and banners, displaying a member's interest may be

displayed temporarily, with the approval of the ACC, if professionally produced and made of cardboard, fabric, plastic, or paper with standard decorative components, not to exceed four (4) feet by six (6) feet and complies with appropriate ordinances, easements and setbacks of record, does not impede the view of adjacent Lots and is maintained in good condition.

(c) Security Signs provided to an Owner by a commercial security or alarm company providing service to the dwelling shall be permitted so long as the sign is not more than eight (8) inches x eight (8) inches.

(d) Signs listing a Lot for sale or lease as long as it is not more than two (2) feet x two (2) feet.

Signs or banners that threaten public health or safety, are larger than four (4) feet by six (6) feet, violate a law, contain language, graphics, or any display that would be patently offensive to a passerby, or is accompanied by music or other sounds, or is otherwise distracting to motorists is prohibited. The Association may remove a sign displayed in violation of this section.

Original:

Section 4.11. Solar Energy Devices. Subject to this section, and approval by the ACC within forty-five (45) days of submission of a plan, Owners may install solar energy devices on the roof of the dwelling or other permitted improvement on a Lot, or in a fenced yard or patio not taller than the fence line. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power the term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power A solar energy device is not permitted anywhere on a Lot except on the roof of the residential dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot. A solar energy device may not extend higher than the dwelling's or other permitted improvement's roofline, and shall conform to the slope of the roofline, shall have a frame, support bracket, or visible piping that is a silver, bronze, or black tone commonly available in the marketplace, and shall be located on a roof as designated by the ACC, unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the ACC. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory. A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the

yard or patio. A solar energy device shall not be installed on a Lot in a manner that voids material warranties. A solar energy device that, as adjudicated by a court threatens the public health or safety, violates a law, or is located in the Common Area is prohibited. The ACC may not withhold approval if the guidelines of this section are met or exceeded, unless the ACC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist. During the Development Period, Declarant may prohibit or restrict an Owner from installing a solar energy device.

New:

Section 4.13. Solar Energy Devices. Subject to this section, and approval by the ACC within thirty (30) days of submission of a plan, Owners may install solar energy devices on the roof of the dwelling or in a fenced yard not taller than the fence line. A solar energy device may not extend higher than the dwelling's or other permitted improvement's roofline, and shall conform to the slope of the roofline and are silver, bronze, or black tone. A solar energy device shall not be installed on a Lot in a manner that voids material warranties. A solar energy device that threatens public health or safety, or violates a law is prohibited.

Original:

Section 4.12. Rain Barrels and Rain Harvesting Systems. Section 202.007 of the Texas Property Code prohibits the Association and ACC from enforcing a provision that prohibits or restricts an Owner from installing rain barrels or a rain harvesting system on the Owner's Lot However, Section 202.007 of the Texas Property Code further provides that the Association is not required to permit a rain barrel or rainwater harvesting system to be installed on a Lot in particular circumstances or restricted from regulating rain barrels and rain harvesting devices in specified manners, as follows: No rain barrel or rainwater harvesting system shall be permitted in the Common Area or located on a Lot between the front of the dwelling and an adjoining or adjacent street, be of a color inconsistent with the color scheme of the Owner's dwelling, display any language or other content that is not typically displayed by a barrel or system as it is manufactured. The Design Guidelines shall regulate the size, type and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a dwelling or any other location that is visible from a street, another Lot, or the Common Area, if it does not prohibit the economic installation of the device or appurtenance on the Owner's Lot There must be a reasonably sufficient area on a Lot to install these devices and appurtenances.

New:

Section 4.14. Rain Barrels and Rain Harvesting Systems. No rain barrel or rainwater harvesting system shall be located on a Lot between the dwelling and an adjoining or adjacent street, be of a color inconsistent with the color scheme of the Owner's dwelling, display any language or other content that is not typically displayed by a barrel or system as it is manufactured. Other than downspouts and gutters which are attached to the dwelling, all above ground components of the rain barrel, or rain harvesting system, such as tanks, barrels, motors, pumps and hoses must be shielded from view from any street, Lot, or common area. The ACC must approve the type of screening which shall consist of solid fencing, evergreen bushes, or other structures that will significantly screen the components. All storage devices must have a manufactured top or cap to prevent the breeding of mosquitoes. All stored water must be

used and not allowed to become odorous or a threat to health. The barrel and system must be maintained in good repair at all times.

Original:

Section 4.13. Signs. Owners may display on the Owner's Lot one or more signs advertising a political candidate or ballot item for an election on or after the ninetieth (90th) day before the date of the election to which the sign relates or ten (10) days after that election date. Signs shall be ground-mounted and display only one sign for each candidate or ballot item. Any sign that contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components, is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, includes the painting of architectural surfaces, threatens the public health or safety, is larger than four (4) feet by six (6) feet, violates a law, contains language, graphics, or any display that would be offensive to the ordinary person, or is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists is prohibited. The Association may remove a sign displayed in violation of this section.

New: Section 4.13 Redacted

Original:

Section 4.16. Construction and Sales Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an Owner (including Declarant) upon any Lot within the Subdivision, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence the improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or on any other part of the Subdivision. In the event of any dispute regarding such matters, the ACC may grant a temporary waiver of the applicable provision, for a period of time to be determined by the ACC in its sole and absolute discretion. At such time as the Declarant ceases using any portion of the Subdivision as a model home or sales office, the affected property shall be altered and/or remodeled, if necessary or desirable, to comply with the covenants and restrictions contained herein.

New: Section 4.16 Redacted

Original: No Section for Dwelling Improvement Activities

New:

Section 4.17. Dwelling Improvement Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during improvements by an owner upon any Lot within the Subdivision

Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall be placed or stored upon any Lot until the owner thereof is ready to commence the improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or on any other part of the Subdivision. When possible, construction materials are to be hidden from view from the street. In the event of any dispute regarding such matters, the ACC may grant a temporary waiver of the applicable provision, for a period of time to be determined by the ACC in its sole and absolute discretion.

Original:

Section 4.21. Garages. Each and every residential structure shall have a garage to be constructed at the time of construction of the main residence, and shall be constructed for not less than one (1) automobile otherwise approved by the ACC. No garage shall ever be changed, altered, enclosed or otherwise converted for any purpose other than for the housing of automobiles or other vehicles unless approved by the ACC. All roof materials must be of the same nature as the materials used on the main residential dwelling and all exterior garage walls must be constructed of the same material, or other similar material, as the exterior of the main residential dwelling. Any storage buildings, outbuildings or other structures must be located in the rear yard and screened with fencing from view from streets adjoining the lot containing such structures. • Any such additional building structures shall be only one story and their location, height, size, building materials and colors must be approved in writing by the ACC, prior to construction. Unless approved in writing to the contrary by the ACC, garages may not be enclosed unless the original size of garage door is continuously maintained and the visible portion of the residence from the street is not altered. Window unit air conditioners, seen from any street, are not allowed anywhere in the residence structure, including an enclosed garage area. In no way shall the fact that a garage has been enclosed be visually detectable from the street. No exterior door or window may be added to the front of the house within, or in place of, the original garage door if a majority of the garage is enclosed. Additionally, any enclosure of the garage must be approved in writing by the ACC. Garage doors visible from any street shall be kept in the closed position when the garage is not being used.

New:

Section 4.22. Garages, Storage and Outbuildings. Each and every residential structure shall have a garage and shall be constructed for not less than one (1) automobile otherwise approved by the ACC. No garage shall ever be changed, altered, enclosed or otherwise converted for any purpose other than for the housing of automobiles or other vehicles unless approved by the ACC. All roof materials must be of the same nature as the materials used on the main residential dwelling and all exterior garage walls must be constructed of the same material, or other similar material, as the exterior of the main residential dwelling. Any storage buildings, outbuildings or other structures must be located in the rear yard and screened with fencing from view from streets adjoining the lot containing such structures and does not exceed eight (8) feet in height and their location, height, size, building materials and colors must be approved in writing by the ACC, prior to construction. Unless approved in writing to the contrary by the ACC, garages may not be enclosed unless the original size of garage door is continuously maintained and the visible portion of the residence from the street is not altered. In no way shall the fact that a garage has been enclosed be visually detectable from the street. No exterior door or window

may be added to the front of the house within, or in place of, the original garage door if a majority of the garage is enclosed. Additionally, any enclosure of the garage must be approved in writing by the ACC. Garage doors visible from any street shall be kept in the closed position when the garage is not being used.

Original: No section for window AC Units

New:

Section 4.23. Window unit air conditioners, seen from any street, are not allowed in the residence structure, including an enclosed garage area.

Original:

Section 4.22. Doors and Windows. All windows facing the street on any dwelling shall have draperies or shutters. No "burglar bars," steel or wrought iron bars, or similar fixtures, whether designated to decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. No signs, numerals or other writing shall be written on or placed in the doors, windows or exterior walls of any dwelling, either temporarily or permanently, except that the Board may, in its discretion, permit house numbers to be written temporarily on a single window of a dwelling while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time, not to exceed fourteen (14) days, after taking occupancy of the dwelling, as determined in the sole discretion of the Board. Foil, cardboard, plywood, newspaper, sheets or bed linens shall not be used as window coverings at any time, except for bona fide emergencies of less than three (3) weeks.

New:

Section 4.24. Doors and Windows. All windows facing the street on any dwelling shall have draperies or shutters. No "burglar bars," steel or wrought iron bars, or similar fixtures, whether designated to be decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. No signs, numerals or other writing shall be written on or placed in the doors, windows or exterior walls of any dwelling. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments not to exceed fourteen (14) days, after taking occupancy of the dwelling. Foil, cardboard, plywood, or newspaper shall not be used as window coverings at any time, except for bona fide emergencies of less than three (3) weeks.

Original:

Section 4.24. Livestock. No animals, livestock, poultry or insects of any kind shall be-raised, bred or kept on any Lot, except that dogs (excluding Pit Bulls, Chows, Rottweiler, Dobermans or any dog with a wolf mix, which are strictly prohibited), cats, fowl, or other household pets may be kept if they are not used, maintained or bred for any commercial purposes, and provided such pets do not become a nuisance to

the neighborhood. All dogs with a previous record of aggressive behavior or instances of biting shall be fenced.

New:

Section 4.26. Livestock and pets. No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, fowl, or other household pets may be kept if they are not used, maintained or bred for any commercial purposes, and provided such pets do not become a nuisance to the neighborhood. All pets with aggressive behavior or instances of biting are prohibited. Aggressive behavior is defined as

- (a) Any pet that attacks or harms another being (humans or pets) unprovoked.
- (b) Any pet that displays hostile behavior to another being (humans or pets) unprovoked.
- (c) Any pet that approaches another being (human or pet) in a seemingly hostile manner.
- (d) Any pet that has been bred or trained to be aggressive toward another animal.

Pet owners are responsible for

- (a) Keeping pets current on rabies vaccinations
- (b) Keeping dogs inside a fence when outdoors, or on a leash when in common areas
- (c) Cleaning up after their pets
- (d) Being liable for any injuries or damages caused by their pets

Original: No Section for Landscaping

New:

Section 4.27. Landscaping. All Lots shall be landscaped appropriately with trees, shrubs, vines, ground covers, rocks, mulch, seasonal flowers, or turf grasses which are commonly used in Southeast Texas for landscaping purposes. The front and side yards shall be kept in a manner consistent with a well-maintained attractive neighborhood. The front, side and back yards of all lots shall be kept at all times in a sanitary and healthful condition and the owner or occupant of all lots shall keep all weeds and grass cut. If the owner of any Lot fails to keep the grass and vegetation cut as often as may be necessary to maintain the Lot in a neat and attractive condition, the Association may have the grass or vegetation cut, and the Lot owner shall be obligated to pay, or otherwise reimburse the Association, for the cost of such work. By acceptance of its grant deed, each Lot owner is the Subdivision grants to the Association authority to enter upon such owner's property without threat of trespass or other liability against the Association except willful misconduct by Association, its officers, employees and agents.

Original:

Section 4.25. Maintenance of Building Sites and Lots. All building sites and Lots, whether improved or unimproved, shall be kept in a sanitary and attractive condition and shall in no event be used for storage of material and equipment except for normal residential requirements incidental to construction of improvements thereon as herein permitted. No owner of any Lot shall permit the accumulation or

burning of garbage, trash or rubbish of any kind thereon. Those portions of each improved Lot that are visible from the street, primarily the front yard, shall be maintained with domestic grass and/or suitable ground cover, integrated with any natural trees and bushes that may be incorporated into the landscaping. In any case, whether a yard is primarily covered with grass and/or ground cover or largely covered with natural growth, the yard shall be kept in a manner consistent with a well-maintained attractive neighborhood.

If the owner of any Lot fails to keep the grass and vegetation cut as often as may be necessary to maintain the Lot in a neat and attractive condition, the Association may have the grass or vegetation cut, and the Lot owner shall be obligated to pay, or otherwise reimburse the Association, for the cost of such work. By acceptance of its grant deed, each Lot owner is the Subdivision grants to the Association authority to enter upon such owner's property without threat of trespass or other liability against the Association excepting willful misconduct by Association, its officers, employees and agents.

New: Section 4.25 Redacted

Original:

Section 4.27. Vehicles. No vehicle or trailer, which is inoperative, wrecked, dismantled, discarded or which does not have (i) a lawful license affixed thereto, (ii) an unexpired license plate or plates, and (iii) a valid motor vehicle safety inspection certificate, shall be permitted upon any Lot. If visible from the street for a period longer than 72 hours such violative vehicles shall be subject to being towed away by the Association at the owner's expense.

No truck or van with more than two axles, service vehicles (including but not limited to, those containing multiple tool boxes, ladder racks, welding equipment, construction equipment or other similar equipment or accessories), boat, trailer, motor home, mobile home, house trailer, or recreational vehicle, may be kept on the street in front of any Lot, or upon any Lot, unless it is kept inside the garage or yard areas, behind fences or walls, and concealed from public view. No vehicle of any kind may be parked on lawn areas for any reason. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair and maintenance of the Subdivision or of any properties in the Subdivision. Passenger vehicles may be parked on the street in front of lots for periods of time not to exceed twelve (12) hours in any twenty-four (24) hour period. Any vehicle parked for a longer time may be towed away by the Association at the Lot owner's expense. This restriction is not to be construed to prohibit periodic overnight guests from parking on the street, but is to specifically prohibit residents from using the street as the usual overnight parking for vehicles. No major repair work, dismantling, or disassembling of motor vehicles or other machinery or equipment shall be permitted in or on any drive, street, garage, carport or any part of any Lot.

No motorcycles, motorbikes, dirt-bikes, motor-scooter, go-carts, or three and four wheel "off-road" vehicles, nor any similar vehicles, whether licensed or unlicensed may be operated by unlicensed operators on any Lot or on any street in the Subdivision. Furthermore, no motor vehicle that is operated, either legally or illegally, on the lots or on the streets of the Subdivision shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a danger, nuisance or annoyance to the neighborhood.

No commercial vehicles larger than a standard three-quarter (3/4) or one { 1} ton pickup truck or standard two-axle passenger van shall be permitted to remain on any Lot or to be parked on any roadway within the Subdivision. No article or vehicle deemed to be unsightly by the ACC shall be permitted to remain on any lot so as to be visible from adjoining property or from any street.

New:

Section 4.29. Vehicles. No vehicle or trailer, which is inoperative, wrecked, dismantled, discarded or which does not have (i) a lawful license affixed thereto, (ii) an unexpired license plate or plates, and (iii) a valid motor vehicle safety inspection certificate, shall be permitted upon any Lot. If visible from the street for a period longer than 72 hours such violative vehicles shall be subject to being towed away by the Association at the owner's expense.

There are limitations on street parking to ensure emergency vehicles can access all Lots on the street without obstructions. No truck or van with more than two axles, service vehicles (including but not limited to, those containing multiple tool boxes, ladder racks, welding equipment, construction equipment or other similar equipment or accessories), boat, trailer, motor home, mobile home, house trailer, or recreational vehicle, may be kept on the street in front of any Lot. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair and maintenance of the Subdivision or of any properties in the Subdivision. Passenger vehicles may be parked on the street in front of lots for periods of time not to exceed twelve (12) hours in any twenty-four (24) hour period. Any vehicle parked for a longer time may be towed away by the Association at the Lot owner's expense. This restriction is not to be construed to prohibit periodic overnight guests from parking on the street, but is to specifically prohibit residents from using the street as the usual overnight parking for vehicles. No vehicle of any kind may be parked on lawn areas for any reason. No major repair work, dismantling, or disassembling of motor vehicles or other machinery or equipment shall be permitted in or on any drive, street, or any part of any Lot unless inside a garage and screened from viewing from the street or any adjacent lot.

No motorcycles, motorbikes, dirt-bikes, motor-scooter, go-carts, or three and four wheel "off road" vehicles, nor any similar vehicles, whether licensed or unlicensed may be operated by unlicensed operators on any Lot or on any street in the Subdivision. Furthermore, no motor vehicle that is operated, either legally or illegally, on the lots or on the streets of the Subdivision shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a danger, nuisance or annoyance to the neighborhood.

No commercial vehicles larger than a standard three-quarter (3/4) or one (1) ton pickup truck or standard two-axle passenger van shall be permitted to remain on any Lot or to be parked on any roadway within the Subdivision. No article or vehicle deemed to be unsightly by the ACC shall be permitted to remain on any lot so as to be visible from adjoining property or from any street.

Original:

Section 4.28. Fences. No fence, wall, or any other structure shall be erected, added or placed on any Lot nearer to any front lot line than the nearest front corner of the residential dwelling, unless approved by the ACC. All fences, walls and mailboxes shall be of a nature and quality so as to be harmonious with,

and enhance, and not detract from the general appearance of the Subdivision and must be approved in writing by the ACC prior to construction. Each individual Lot owner is responsible for keeping, repairing, replacing and maintaining any existing fence or wall that is on the owner's Lot or adjacent right-of-way. All fences will be made of cedar, spruce, fir, pine, redwood or ornamental metal unless otherwise approved by the ACC. Cyclone fences are allowed only if fully screened from public view (i.e. "dog runs"); however, any and all such cyclone fences and the use thereof must first be approved in writing by the ACC. Fences may be reasonably stained to enhance natural appearance but are not to be painted unless approved by the ACC. The "good side" of the fence (that is, the side that shows fence slats or pickets only) shall always face the public street closest to such fence or common area, as appropriate. Final approval of fencing and its facing shall be at full discretion of the ACC.

New: Section 4.28 Redacted

Original:

Section 4.29. Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Washington County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided, however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by any public utility, in the performance of its legitimate functions.

New:

Section 4.30. Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Grimes County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided, however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by any public utility, in the performance of its legitimate functions.

Original:

Section 4.30. Clotheslines, Garbage Cans. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot and no odors shall be permitted to arise therefrom so as to render the Subdivision or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or its occupants. No clotheslines shall be erected or installed on the exterior portion of any Lot and no clothing, linens or other material shall be aired or dried on the exterior portion of any Lot, unless screened from view from any adjacent lot or street. All garbage cans, above-ground storage tanks, mechanical equipment, woodpiles, yard equipment and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets, and properly located adjacent to the Lot. All rubbish, trash, and garbage shall be stored in appropriate containers approved

by the Board and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot.

New: Section 4.30 Redacted

Original:

Section 4.33 Recreational Equipment. No recreational equipment, including, but not limited to, swing sets, skate board ramps, bicycle ramps, or basketball goals shall be permitted in the front yard of any Lot.

New:

Section 4.33 Recreational Equipment. No recreational equipment, including, but not limited to, swing sets and basketball goals shall be installed in the front yard of any Lot.

Original:

Section 4.34. Above-Ground Pools Prohibited. No above ground level swimming pool may be installed or kept on any Lot, and any swimming pool shall be designed and engineered in compliance with the City of Navasota Building Code. Back-washing of swimming pools is prohibited upon any adjoining property and must be directly connected to the appropriate drainage system.

New:

Section 4.34. Swimming Pools and Spas. Any in-ground swimming pool or spa shall be designed and engineered in compliance with the City of Navasota Building Code and approved by the Association. Above ground pools and spas require prior written approval of the ACC, with the exception of portable pools that are less than 2 feet tall, are designed not to use a filter, are only used seasonally and are placed in the backyard. Back-washing of swimming pools is prohibited upon any adjoining property and must be directly connected to the appropriate drainage system.

Original:

Section 4.35. Detached Permanent Storage Building. Detached storage facilities of a permanent nature used by an Owner may be located upon any Lot so long as it is shielded from view from the street and does not exceed eight feet (8') in height unless approved by the ACC.

New: Section 4.35 Redacted

Original:

Section 4.38. Foundations. No more than eighteen (18) inches of vertical surface can be exposed to street view. All foundations visible from any street must be screened with landscaping as described in Section 4.39 below.

Section 4.39. Landscaping. Landscaping shall mean any proposed modification to any Lot, including, but not limited to, land forming and beaming, irrigation systems, landscaped subsurface or above ground drainage systems, paving, lot furnishings, nonstructural retaining walls, and introduced vegetation according to the plan submitted to and approved by the ACC. All Lots shall be landscaped appropriately with trees, shrubs, vines, ground covers, seasonal flowers, or turf grasses which are commonly used in Southeast Texas for landscaping purposes within 90 days after issuance of a Certificate of Occupancy by the City of Navasota. Extensions to the time limit may be granted by the ACC on a case by case basis, with the ACC's sole discretion. Grasses and weeds shall at no time be allowed to exceed 6".

New: Sections 4.38 and 4.39 Redacted

Original:

Section 5.02. Architectural Control Committee. The authority to grant or withhold architectural control approval as referred to above is in the Architectural Control Committee composed of three (3) Members of the Association, who shall be appointed annually by the Board. The ACC shall have exclusive jurisdiction over all original construction on the Lots and over modifications, additions, or alterations made on or to the improvements on the Lots. During the Development Period, the ACC shall be appointed by Declarant.

New:

Section 5.02. Architectural Control Committee. The authority to grant or withhold architectural control approval as referred to above is in the Architectural Control Committee composed of three (3) Members of the Association, who shall be appointed annually by the Board. The ACC shall have exclusive jurisdiction over all original construction on the Lots and over modifications, additions, or alterations made on or to the improvements on the Lots.

Original:

Section 5.06. Appointment of ACC; Authority of Association; Declarant as Member. During the Development Period, Declarant may appoint all members of the ACC and is entitled to remove and replace any of same, and in all other respects to exercise all rights and authority of the Association as set forth in this Declaration and other dedicatory instruments. Without limitation of the foregoing, the provisions of this Declaration or any other dedicatory instruments regarding qualifications for members of the ACC are hereby specifically declared inapplicable to Declarant during the Development and Declarant Control Periods.

Section 5.07. ACC Approval not Required; Declarant's ACC Authority as to Initial Development of Lots. Declarant and any Contractor as so designated by Declarant are not required to obtain ACC approval or otherwise comply with any provisions of this Article until completion of the initial sale of each Lot, and

Declarant hereby reserves and retains full and exclusive authority of the ACC as to each Lot, until completion of the initial sale. The foregoing applies notwithstanding any other provisions of this Declaration or any other dedicatory instruments until completion of the initial sale of all Lots within the Subdivision. As to each Lot, "completion of the initial sale" occurs upon substantial completion of the construction of a single-family residence and related improvements upon the Lot and the sale of the Lot to a person other than Declarant or a builder for use and occupancy of the Lot for a single-family dwelling.

New: Sections 5.06 and 5.07 Redacted

Original:

Section 6.02. Maintenance Charge. The Maintenance Charge shall be used to create the Maintenance Fund, which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot to the Association. The Maintenance Charge for the year of purchase shall be prorated at closing and then shall be paid annually, in advance, on or before the first day of the first month of each calendar year. 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 the non-use of any Common Areas or by the abandonment of his or her Lot. The initial amount of the Regular Assessment applicable to each Lot will be determined by the Board prior to the beginning of each fiscal year and be due in advance. payable on January 1st of each year. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Declarant or the Board of Directors of the Association, subject to the provisions hereof. The Association, shall have the right at any time, to adjust the Regular Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

New:

Section 6.02. Maintenance Assessment. The Maintenance Assessment shall be used to create the Maintenance Fund, which shall be used as herein provided; and each such Maintenance Assessment (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot to the Association. The amount of the Regular Assessment applicable to each Lot will be determined by the Board prior to the beginning of each fiscal year. The Maintenance Assessment for the year of purchase shall be prorated at closing and then shall be paid annually, in advance, on or before the first (1st) day of January of each calendar year. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Board of Directors of the Association, subject to the provisions hereof. The Association, shall have the right at any time, to adjust the Regular Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

Original:

Section 6.05. Commencement Date of Annual Assessments. The Association shall levy the first annual Regular Assessment provided for herein, based on the operating budget for the remainder of the initial calendar year, on the first day of the month following the initial conveyance of the Common Area to the Association. Thereafter the Regular Assessments shall continue from calendar year to calendar year.

New: Section 6.05 Redacted

Original:

Section 6.07. Transfer and Other Fees. A transfer fee of may be charged by the Association or its Managing Agent to reflect changes of ownership, tenancy or occupancy on the records of the Association. The right and authority to set the amount of and receive payment of charges for statements of Maintenance Charges, Regular Assessments, Special Assessments or other indebtedness, resale certificates, and similar responses and transfer fees as aforesaid is deemed to be assigned by virtue of contracting with a Managing Agent to provide the associated functions and services for so long as the applicable contract remains in effect, unless the applicable contract expressly provides otherwise.

New:

Section 6.06. Notification of sale and Lot Transfer. When a contract for the sale by an Owner has been executed, the selling Owner of the Lot shall give the Association reasonable written notification of the date, time and place of the closing of the sale. Thereupon the Association may prepare a certificate of compliance and deliver it within a reasonable time to the place of closing. Outstanding assessments and charges, if any, and reasonable costs for correcting any other non-compliance, if any, shall be deducted from the selling Owner's account at the closing and transmitted directly to the Association. A transfer fee may be charged by the Association or its Managing Agent to reflect changes of ownership, tenancy or occupancy on the records of the Association. The right and authority to set the amount of and receive payment of charges for statements of Maintenance Charges, Regular Assessments, Special Assessments or other indebtedness, resale certificates, and similar responses and transfer fees as aforesaid is deemed to be assigned by virtue of contracting with a Managing Agent to provide the associated functions and services for so long as the applicable contract remains in effect, unless the applicable contract expressly provides otherwise.

Original:

Section 7.01. Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot, which may be foreclosed judicially or by Expedited Foreclosure Proceedings, pursuant to the provisions of Section 209.0092 of the Act and Texas Rules of Civil Procedure Rules 735 and 736 (and any successor statutes); and each such Owner hereby expressly grants the Association a power of

sale in connection therewith. Expedited Foreclosure Proceedings are not required under this section if the Owner of the Lot to be foreclosed agrees in writing to waive said Expedited Foreclosure Proceedings at the time the foreclosure is sought. A waiver under this section may not be required as a condition of the transfer of title to a Lot.

New: Section 7.01 Redacted

Original:

Section 7.14. Right of Declarant to Set Rate. During the Development Period, Declarant is entitled to change the annual rate of a Regular or Special Assessment as set forth in this section without the joinder, vote, or consent of any Owner and without further formality than giving notice. Without limitation to the foregoing, the provisions regarding disapproval of an annual rate of Regular or Special Assessments is specifically declared inapplicable when the rate is set by Declarant under this section.

Section 7.15. Payment of Assessments by Declarant during Development Period. Notwithstanding any provision herein to the contrary, so long as a Class "B" membership exists, Declarant shall pay twenty-five percent (25%) of the Regular Assessment Declarant would owe pursuant to this Declaration as a Class "A" Member; and, as long as Declarant is a Class "B" Member, Declarant, or any assigns of Declarant, shall pay any deficiency in the operating budget, less capital contributions and reserves for the Common Expenses for the Subdivision, which deficiency shall be reimbursed to Declarant by the Association as funds become available.

Section 7.16. Assessments for Contractors. From the date a Contractor acquires a Lot until the earlier of (a) the date a residence is constructed thereon and sold to another person or (b) the date which is eighteen (18) months thereafter, each Contractor shall pay fifty percent (50%) of the Assessments such Contractor would owe pursuant to this Declaration as a Class "A" Member.

New: Sections 7.14, 7.15, and 7.16 Redacted

Original:

Section 9.1. Power to Enforce Restrictions Contained in Association Dedicatory Instruments. The Association or their designated agent shall have the power to enforce the provisions of this Declaration, Bylaws, Design Guidelines and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the dedicatory instruments by any one or more of the following means: (a) by entry upon any Lot within the Subdivision, after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without written or oral notice 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 in trespass or otherwise by the Association to the Owner thereof, for the purpose of enforcement; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach; (c) by exclusion, after notice and hearing, of any Owner from use of any recreational facilities within the

Common Areas during and for up to sixty (60) days following any breach, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (d) by levying and collecting, after notice and hearing, reimbursement to the Association for the costs incurred by the Association (including, but not limited to pre-litigation attorney's fees) in connection with the remedy of such breach; (e) 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 for breach of the dedicatory instruments; and/or (f) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Owner, plus attorney's fees incurred by the Association with respect to exercising such remedy.

New:

Section 9.1. Power to Enforce Restrictions Contained in Association Dedicatory Instruments. The Association or their designated agent shall have the power to enforce the provisions of this Declaration, Bylaws, Design Guidelines and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of the dedicatory instruments by any one or more of the following means:

- (a) by entry upon any Lot within the Subdivision, after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without written or oral notice 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 in trespass or otherwise by the Association to the Owner thereof, for the purpose of enforcement;
- (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach;
- (c) by levying and collecting, after notice and hearing, reimbursement to the Association for the costs incurred by the Association (including, but not limited to pre-litigation attorney's fees) in connection with the remedy of such breach;
- (d) 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 for breach of the dedicatory instruments; and/or
- (e) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Owner, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Original:

Section 11.02. Amendment.

a. By Declarant. Declarant, during the Development and Declarant Control Periods, reserves the sole and exclusive right, without joinder or consent of any Owner, to (i) amend, restate, modify or repeal, this Declaration and other dedicatory instruments; (ii) amend, revise, modify, or vacate any Plat; and (iii)

annex and subject any other property to the scheme of this Declaration, provided that any annexation is not inconsistent with the scheme of the Subdivision. This Declaration or other dedicatory instrument of the Subdivision may not be amended during the period of time between which Declarant loses the majority of voting rights and the time a new Board of Directors of the Association, consisting of Owner Members, assumes office.

b. By Owners. This Declaration may be amended or restated by the written agreement or by signed ballots voting for such of not less than sixty-seven percent (67%) of all of the Owners in the Subdivision. There shall be one (1) vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. Such amendment must be approved by said Owners within three hundred and sixty-five (365) days of the date the first Owner executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted it shall bind and affect the respective Lots whose Owners shall approve such amendment from the time after the date such amendment is approved by each Owner. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution and adoption of said amendment by such Owner. Those Members entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Grimes County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members voted in favor of 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.

c. By the Association. The Board of Directors has the right in its sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any Owner or Member for the following purposes:

(i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein; or (ii) to conform this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby; or

(ii) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or

(iii) to amend the Rules and Regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Subdivision; and

(iv) to amend the alternative payment schedule for certain assessments, open records policy, records retention policy, and/or other policies to comply with the Act.

New:

Section 11.02. Amendment.

a. By Owners. This Declaration may be amended or restated by the written agreement or by signed ballots voting for such of not less than sixty-seven percent (67%) of all of the Owners in the Subdivision. There shall be one (1) vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. Such amendment must be approved by said Owners within three hundred and sixty-five (365) days of the date the first Owner executes such amendment. Otherwise, such amendment shall fail. If the amendment is adopted it shall bind and affect the respective Lots whose Owners shall approve such amendment from the time alter the date such amendment is approved by each Owner. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution and adoption of said amendment by such Owner. Those Members entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Grimes County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members voted

in favor of 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.

b. By the Association. The Board of Directors has the right in its sole judgment, from time to time, and at any time, to amend this Declaration without joinder of any Owner or Member for the following purposes:

(i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein; or (ii) to conform this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if, in the sole opinion of the Board, any substantive and substantial rights of Owners would be adversely affected thereby; or

(ii) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration, or Federal Housing Administration, and in this respect, the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or

(i) to amend the Rules and Regulations of the Association, if the Board deems appropriate to comply with the scheme of the Declaration and the Subdivision; and

(ii) to amend the alternative payment schedule for certain assessments, open records policy, records retention policy, and/or other policies to comply with the Act.

Original:

Section 11.08. Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

New: Section 11.08 Redacted
