

**ROYAL LAKES ESTATES
SECTION 1 AND SECTION 2
BUILDERS GUIDELINES
(Revised April 30, 2002)**

APPROVALS:

All proposed construction must be approved by the Architectural Control Committee (ACC) of Royal Lakes Estates Homeowner's Association, Inc. (RLEHOA) prior to beginning construction. Complete architectural plans and exterior brick and trim color selections are to be submitted to the ACC. The exterior of all houses must be at least 75% masonry construction, masonry construction shall mean, brick, stucco, stone and other materials of this basic nature. Hardiplank material shall not be considered to be a material of this nature, and shall not be used on the front elevation of any home without the express written consent of the Architectural Control Committee. Fence alignments and placements must be shown on all plot plans submittals. The ACC form is attached to this exhibit for each builder to submit. In addition to the typical submittals, all ACC submittals for RLEHOA must have a reduced copy of the front elevation of the proposed plan.

LANDSCAPING AND TREE PLANTING:

All landscaping plans must be submitted to the ACC for approval.

Builder shall be responsible for providing a minimum of five (5) live oak trees measuring at least four (4") in trunk diameter on all non-wooded lots. Three (3) of the five trees shall be placed on the front of each lot in a linear fashion, set back 24 feet from the end of pavement closest to lot, at equal distance from each other and equal distance from previously placed trees on adjacent lots. The remaining two (2) trees may be placed in the front of each lot in placements approved by the ACC. Any variation from live oak type trees must be approved by the ACC.

On wooded Lots, no tree with a trunk diameter of three inches (3") or more shall be removed or caused to be removed, substantially trimmed, cleared, or otherwise damaged without the expressed written approval of the ACC; with the exception of the area of the building pad site of the permanent structure and an area of five feet (5") perimeter outside of same.

SPECIAL REQUIREMENTS:

Roofing material used on all homes shall be a minimum of Prestique II or equal. All open valleys will be painted to closely match the roofing material color. Sheet metal bonnet type chimney caps will be required on all chimneys.

Air conditioner units and all exterior utility devices must be screened by shrubbery or other material approved by the ACC.

Any damage sustained to developer, installing trees or fences or naturally occurring trees by builder or builders' subcontractors or agents will be repaired by the developer and charged back to the respective builder.

MINIMUM/MAXIMUM SQUARE FOOTAGE AND WIDTH:

Definition of square footage: The measured livable, air-conditioned area, which does not include garage, porte-cache or covered porch areas.

Minimum Square Footage Requirements: The minimum square footage of a single story residence shall be 2,800 square feet. The minimum square footage of any two-story dwelling in Royal Lakes Estates shall be 3,000 square feet.

Definition of minimum width: For purposes of these builder guidelines, the width of a dwelling shall be measured from left perimeter wall of the garage to the right perimeter exterior wall of the primary structure, excluding wing walls. Minimum width shall include detached garages, providing the detached garage is connected to the house by a porte-cache or covered walkway. The minimum width of any house in the development shall not be less than 70 feet.

No residence is to exceed 2 ½ stories.

ROYAL LAKES BOULEVARD:

All dwellings constructed on Royal Lakes Boulevard must contain a minimum square footage (as described above) of 3,000 square feet. No front loaded driveways shall be permitted on Royal Lakes Boulevard except for the model home being constructed on Lot 11, Block 5, Section One. All dwellings must contain either a side loaded or rear loaded garage entry design. No single story houses will be allowed on Royal Lakes Boulevard, without specific, written approval by the Developer and the ACC.

DRIVEWAYS:

Driveways must be at least 10 (ten) feet in width. Driveway approaches must be installed prior to any form of construction on a Lot.

FENCING REQUIREMENTS:

Fencing is not mandatory and if constructed must be approved by the ACC and shall be of wrought iron in strict conformance to the covenants and restrictions filed of record for Royal Lakes Estates Subdivision Section One and Two and Exhibit "A" attached hereto. Fencing may start from the rear edge of each house and shall continue around the back yard connecting to the adjacent rear edge of the dwelling in accordance with Exhibit "B" of this document.

No fencing will be allowed in the front of any lot.

CONSTRUCTION REQUIREMENTS:

Hours of construction – 6 A.M. to 8 P.M.

All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public.

All materials stored on a lot will be kept in a neat condition so as to not detract from the appearance of the neighborhood and so as to give the visual impression from adjacent street of a safe, clean and orderly work site.

All scrap materials and trash will be confined to a particular area on each lot either to the side or behind the house except lake front lots where not trash is to be visible from the lake area. Trash is to be placed in a wire mesh or solid container at the end of each day and is to be removed frequently enough to prevent overflow from the container, (this requirement will also apply to construction offices). Builders will be required to place orange construction fence around both sides and back of each lot to confine limits of the material storage and construction activity.

Builders must protect all street and utility improvements from damage and will be responsible for any damages resulting from their activities. Roads are to be kept clear of equipment, building materials, dirt, mud, and debris. It will be each builder's responsibility to remove mud and dirt from the roads that is deposited by its construction traffic.

Concrete Truck Washout Area – The developer will designate a clean-out area for concrete trucks: this area will be the only location within the subdivision in which washout will be allowed. Builders will share in the cost of the break up and removal of the wash out material. The developer will invoice each builder a pro-rata share of such cost.

SIGNAGE RESTRICTIONS:

Builders will not place signs within the right-of-way of any street or road providing access to Royal Lakes Estates without the developer's prior written consent. Builders will be allowed one sign on each lot owned by the respective Builder, advertising that the house on such lot is for sale. One additional sign will be allowed on each of the model home lots for use as Builder identification. All signs will be a size designated by the Developer and design approved by Developer.

VIOLATIONS OF GUIDELINES:

Developer shall notify builder of any infringement of these Builders Guidelines by telephone and in writing via facsimile. Builder or Lot owner shall have three (3) business days from day of notification to remedy the infringement. If situation is not corrected within the three business days after formal notification, Developer shall have the right but not the obligation, to correct the infringement if possible. All costs associated with the correction of the infringement, plus a surcharge of 15%, will be charged to the Builder or Lot Owner.

Further, a fine of \$100.00 per day will be assessed to the Builder or Lot Owner for each day that infringement remains uncorrected after the elapse of the three-day notification period. Uncorrected Builder violations and any unpaid assessments shall be considered a violation of the contractual provisions of this Contract and said Builder shall be in default.

**ROYAL LAKES ESTATES
SECTION 1 AND SECTION 2
ARCHITECTURAL GUIDELINE POLICY**

1. Houses with the same floor plan and same elevation must have a minimum of four (4) lots between them when built on the same side of the street.
2. When built on opposite sides of the street, houses with the same floor plan and elevation must have a minimum of four (4) lots between the lot directly across the street and the lot on which the same house will be built.
3. Houses with the same floor plan and elevation will not be permitted on corresponding corner lots in consecutive blocks.
4. Houses with the same floor plan and elevation cannot be built on back-to-back lots.
5. Houses with the same floor plan but different elevations must have a minimum of two (2) lots between them when built on the same side of the street.
6. Houses with the same floor plan but different elevations, when built on opposite sides of the street must have a minimum of one lot between the lot directly across the street and the lot on which the same house will be built.
7. A minimum of two (2) houses must be built between houses with the same brick style.
8. Houses directly across the street from each other may not use the same brick color or style.

EXHIBIT 'A'

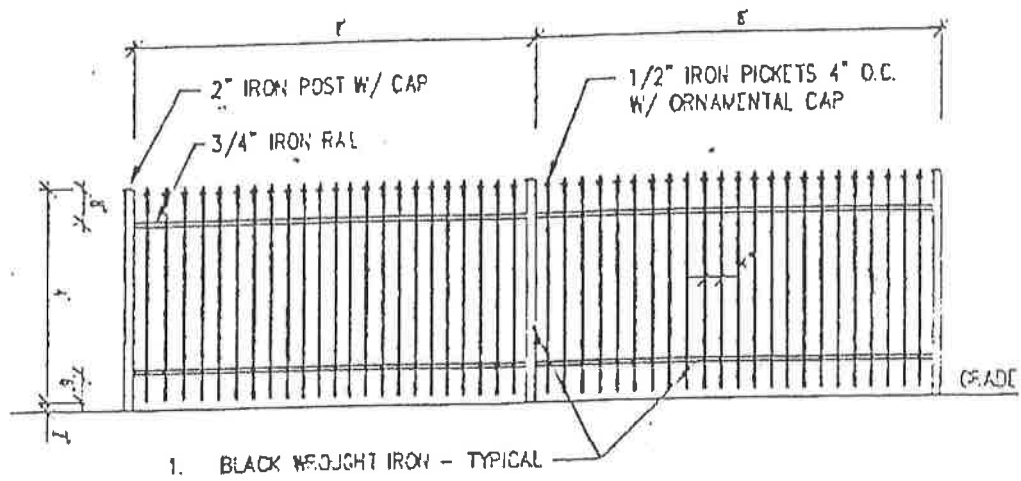
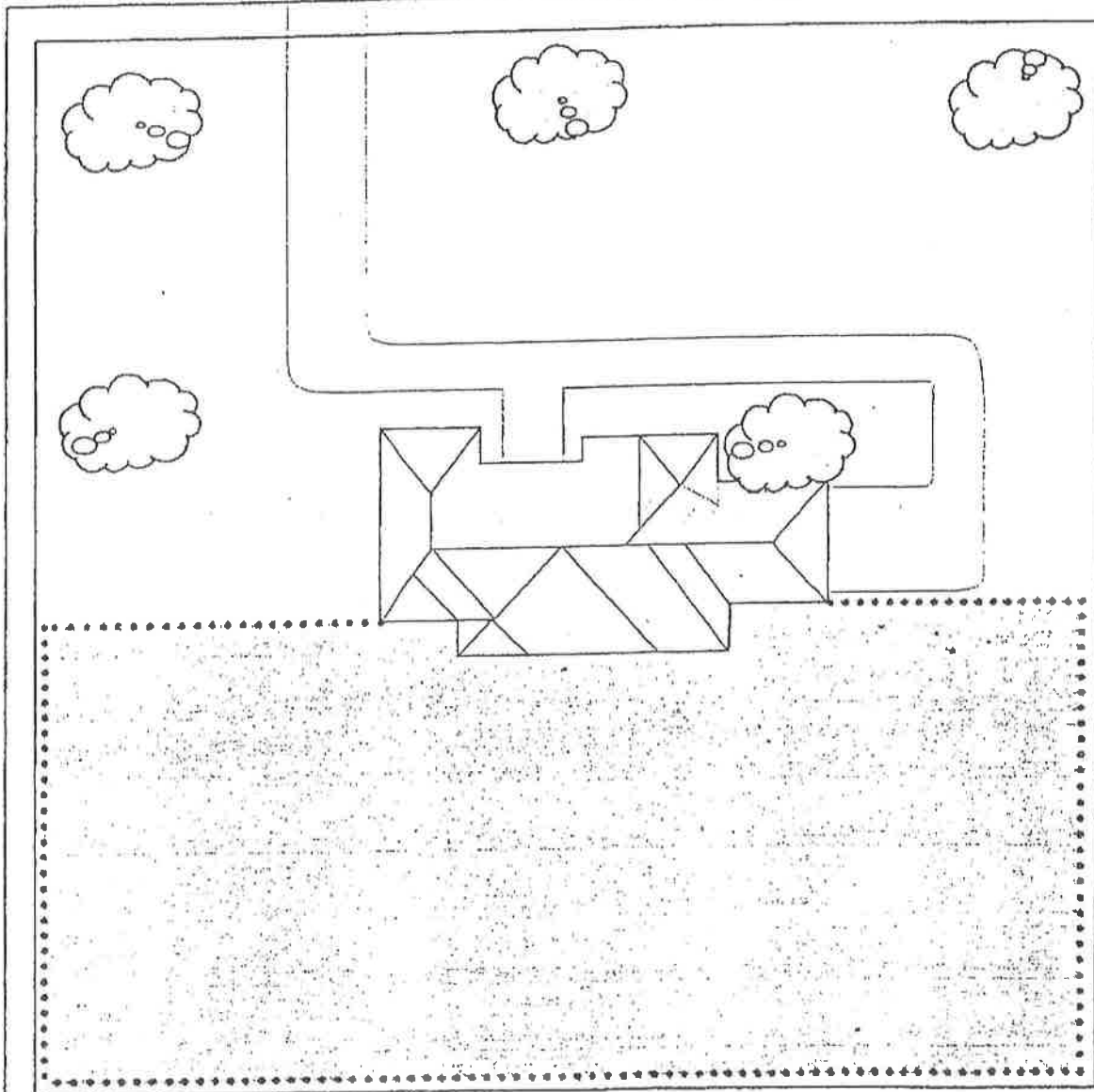


EXHIBIT "B"



Approved Area of Fencing =



Fence =

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR ROYAL LAKES ESTATES
SECTION ONE**

THIS DECLARATION, made as of the date hereinafter set forth by ROYAL LAKES LIMITED, a Texas Limited Partnership, by and through MILLIS MANAGEMENT CORPORATION being its general partner (hereinafter referred to as "Declarant");

WITNESSETH.

WHEREAS, Declarant is the owner of the approximately 139.6708 acre tract of land in the Abner Kuykendall League, Abstract 48 in Fort Bend County, Texas which has been platted as Royal Lakes Estates - Section One, a subdivision of land containing one hundred four (104) single family residential lots and eight (8) reserves according to the plat thereof originally recorded under Slide No. 1685/A in the Map Records of Fort Bend County, Texas and subsequently filed as the Replat of Royal Lakes Estates - Section One under File No. 1999043736 and Slide No. 1854B in the Map Records of Fort Bend County, Texas. (herein called the "Subdivision")

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in such subdivision and, to this end to subject the Lots (hereinafter defined) and all Reserves therein to the covenants, conditions and restrictions hereinafter set forth for the benefit of the Lots and all present and future owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Lots in the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said Lots and shall be binding upon all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Association" shall mean and refer to Royal Lakes Estates Homeowners Association, Inc., a Texas non-profit, non-stock membership corporation, its successors and assigns.

SECTION 2. "Common Area" shall mean and refer to any properties, real or personal, owned by the Association or in which the Association has easement rights for the common use and enjoyment of the Association's Members (hereinafter defined), save and except the property defined below as Exclusive Common Area.

SECTION 3. "Exclusive Common Area" shall mean and refer to certain portions of the Common Area which are set apart for the exclusive use and benefit of the Owners and occupants of Lake Lots hereinafter defined. The Exclusive Common Area shall be the property that lies between the property boundary of each Lake Lot and the water's edge of each lake constructed in the Subdivision, save and except that property included in the pipeline easement measuring 80 feet in width and referred to as the Midcon and Gulf Coast pipeline easement depicted on the subdivision plat. This property may be referred to as all of the property adjacent to Lake Lots that is not covered by the water contained in the various lakes being located in the Restricted Reserves "A", "B", "C", and "D" on the recorded plat. This Exclusive Common Area shall be utilized exclusively by Owners of Lake Lots and for the purpose of providing access to the Association and its duly authorized agents for the purpose of maintaining the lakes in these respective Reserves.

SECTION 4. "Declarant" shall mean and refer to Royal Lakes Limited, a Texas Limited Partnership, by and through its general partner Millis Management Corporation, its successor or assigns.

SECTION 5. "Lake Lots" shall mean and refer to Lots No. 3-14 in Block 5, 9-28 in Block 2, 1-20 in Block 1 and 1-5 in Block 9 in the Subdivision with boundary frontage on any of the various lakes in the Subdivision which are privately owned lakes and part of the Common and Exclusive Common Areas.

SECTION 6. "Various Lakes" shall mean and refer to the property being under water that comprises the privately owned lakes containing approximately 20.81 acres and being located in the Restricted Reserve "A", "B", "C" and "D" on the recorded plat.

SECTION 7. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat intended for the construction of a single family residence, including any lots created by the replatting of a Lot or other tract of land.

SECTION 8. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 10. "Properties" shall mean and refer to the real property within the jurisdiction of the Association including the property within the Subdivision and any additional property hereafter added to the jurisdiction of the Association as provided herein.

SECTION 11. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Subdivision Plat, or as dedicated to the public or County of Fort Bend, Texas by separate instrument.

SECTION 12. "Subdivision" shall mean and refer to Royal Lakes Estates - Section One, a subdivision of land containing one hundred four (104) single family residential lots located in Fort Bend County, Texas according to the map or plat thereof recorded under Slide No. 1685/A and subsequently recorded in the Re-Plat of Royal Lakes Estates Subdivision according to the replat thereof recorded under Slide No. 1854B in the Map Records of said County.

SECTION 13. "Subdivision Plat" shall mean and refer to the recorded maps, plats or any replat of the Properties defined in Royal Lakes Estates - Section One.

SECTION 14. "Supplemental Declaration" shall refer to (i) an amendment to this Declaration subjecting additional property to this Declaration and (ii) to an instrument hereafter executed by the Declarant or other Owner or Owners of the affected property which imposes additional restrictions on all or part of the Properties which may be enforced by the Association.

SECTION 15. "Driveway" shall refer to the access road from the Street that is constructed by the Owner to provide access to a residential dwelling or any Accessory Outbuilding constructed on a Lot.

SECTION 16. "Accessory Out Building" shall refer to a building made separate from the primary residence and garage for such purposes that include, but are not limited to, cabanas, guest room, servants quarters, greenhouse and other applications of this nature. The maximum square footage that will be allowed in any Out Building shall be 800 livable square feet. No Accessory Outbuildings shall be constructed for use as shop areas, automobile storage, general storage or uses of this nature. All Accessory Outbuildings shall be constructed of materials in like type and kind as the primary residence and shall contain no more than one story, unless approved by the Architectural Control Committee or the Board of Directors under special "variance" conditions. All Accessory Outbuildings shall require prior approval from the Architectural Control Committee and/or the Board of Directors prior to construction.

SECTION 17. "Building Set Back Line" shall refer to a line established to represent the distance between a Lot boundary line and a line wherein the construction of particular improvements are prohibited. Improvements, including but not limited to, the primary residence, accessory out buildings, and other permitted structures shall not be allowed to be constructed in the area on/or between the Building Set Back Line and the Lot boundary line. Driveways, sidewalks and passageways of this nature shall be permitted to be constructed in the building set back areas. The construction of any other improvement within the building set back area shall require the written approval of the Committee.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the "Committee"). The Committee shall be composed of at least three (3) and not more than five (5) persons. Declarant shall have the full power and authority to appoint all of the members to the Committee for the first term and all subsequent terms until such time that the services of the Architectural Control Committee have been fulfilled. The first term shall be a period of two years from the date of the filing of this instrument and shall continue until his or her successor is appointed as hereinafter provided. Declarant shall have the full power and authority to remove a member of the Committee from service, if in the sole discretion of the Declarant, the member of the Committee is not qualified to serve in the capacity required. (The Committee shall be responsible for enforcing and maintaining the architectural integrity of improvements constructed on the Lots and the quality of workmanship and materials utilized in the construction of such improvements in conformance with the restrictions herein.) An action approved by a majority of the members of the Committee shall be deemed to be an act of the Committee. The duties and powers of the Committee, its successors and the designated representatives as provided for herein below, shall cease on December 31, 2010 at which time the duties of the Committee shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the Committee may designate one member to act for it in the capacity of Chairman of the Architectural Control Committee. In the event of the death or resignation of any person serving on the Committee, the Declarant, by recorded written instrument, shall designate a successor, or successors, which shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee.

No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such Consultants for services rendered to the Committee.

SECTION 2. POWERS OF THE COMMITTEE. (No building, structure, fence or any other improvement shall be constructed on any Lot, and no exterior alteration therein shall be made until the site plan and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity with the restrictions herein contained and harmony of external design and location in relation to existing structures and topography.) In the event the Committee fails to approve or disapprove the site plan and plans and specifications for proposed improvements within thirty (30) days after submission of all of such materials to the Committee, approval thereof shall be deemed to have been given; provided, however, failure to approve or disapprove such site plan and final working plans and specifications shall not be deemed to permit the construction of any improvements in a manner prohibited under the terms of this Declaration.

The Committee shall have the sole and exclusive right to accept or reject submitted plans and specifications and shall further retain the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to Streets, walks, paths and structures on adjacent property and shall have the right to limit the number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any site plan or final working plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Subdivision.

The Committee shall have the right, exercisable at its sole discretion, to grant variances to the restrictions set forth herein in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision. The Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance after the expiration of sixty (60) days after receipt of the request for variance.

The Committee shall have the right, exercisable at its sole discretion, to modify, change or delete certain provisions included in the Builder's Guidelines referred to in Article VII, Section 10 herein, if in good faith, the Committee believes that the changes are necessary for the betterment of the Subdivision. Any changes being made in the Builder's Guidelines would apply only to plans that have not yet been approved by the Committee and said changes shall not apply to previously approved plans and specifications.

ARTICLE III

ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Declarant has caused or will cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Lots, the general overall supervision of

all of the affairs of and the promotion of the health, safety, and welfare of the residents within the Properties.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of three (3) Directors, which shall manage the affairs of the Association as specified in the by-laws of the Association. The number of Directors may be changed by amendment of the by-laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

SECTION 4. VOTING. The Association shall initially have two classes of voting membership

CLASS A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned; provided, however, in the event two (2) or more adjoining Lots are being assessed as a single Lot pursuant to Section 6 of Article IV, the Owner of such adjoining Lots shall have only one (1) vote for such adjoining Lots. When more than one person holds an interest in any Lot, all of such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. Class B members shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership at the time that all Lots have been conveyed to third party Lot Owners by Declarant.

SECTION 5. INSURANCE. The Board of Directors of the Association shall have the authority to obtain insurance (the premiums for which shall be a common expense payable from property assessments) as follows:

(a.) Insurance on all insurable improvements against damage of all types including, but not limited to, theft, vandalism, fire or by all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board of Directors deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full replacement cost thereof. The full replacement cost of such improvements shall be determined annually by the Board of Directors which may obtain an appraisal in making such determination, the cost of which shall be a common expense payable from property assessments.

(b.) Comprehensive general liability insurance against claims for bodily injury or death (minimum coverage of \$500,000.00) and property damage (minimum coverage of \$100,000.00) suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Area, and at least \$1,000,000.00 in "umbrella" coverage. Any policy obtained pursuant to this subsection (b) shall contain a cross-liability endorsement

whereby the rights of a named insured shall not prejudice his, her or their action or actions against another named insured; and shall contain a "severability of interest" type of endorsement precluding the insurer from denying a claim of an Owner or the Association because of the negligent acts of other Owners or the Association.

(c.) Such other insurance in such reasonable amounts as the Board of Directors shall deem desirable, including without limitation, director's and officer's liability insurance for the directors and officers of the Association against any liability asserted against any such party, or incurred by such party in such capacity, or arising out of such party's status as a director or officer; and fidelity bonds for any management company retained by the Board of Directors.

(d) All insurance provided for herein shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association. All insurance policies shall be held with insurance companies with an AM Best & Company rating of not less than an A + 9 rating or equivalent.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot within the Subdivision, hereby covenants and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) annual assessments or charges;
- (b) special assessments for capital improvements; and
- (c) annual Lake Lot special assessments (applicable to Lake Lots only and only in the event that such assessment is deemed necessary and approved by the Board of Directors);

such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association (other than Lake Lot special assessments) shall be used exclusively for the purpose

of promoting the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, easements, and esplanades in the Properties; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery in esplanades, easements, and in the Common Areas acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the lands within the Properties in neat and good order, or which they consider of general benefit to the Owners or occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors in the expenditure of annual assessments shall be final and conclusive as long as said judgment is exercised in good faith.

Lake Lot special assessments shall be levied equally against all Lake Lots and shall be used primarily to aid in the payment of expenses incurred to establish routine and special maintenance of the various lakes in the Subdivision. The special Lake Lot assessments shall be used exclusively for the purposes defined above and shall exclude, without limitation, the expense of operating a water well which will provide water for such lake, the costs of electric power for such well and the costs of maintaining the water well and out fall spillway and drainage ditch to Gapps Slough. These expenses shall be borne by the Association as a whole and said expenses shall be pro-rated among all Members of the Association on an equal basis.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner by Declarant, the maximum annual assessment shall be \$600 per Lot. For the following year, the maximum annual assessment may be increased or decreased as stipulated by the Board of Directors of the Association in correlation to the stabilized expenses for the first year of operation. Each year thereafter the maximum annual assessment may be increased by the Board of Directors of the Association at its sole discretion, by an amount equal to a ten percent (10%) increase over the maximum assessment for the previous year without a vote of the Members of the Association. The maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum. Annual assessments will be paid in advance and shall be due and payable on January 1st of each year.

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all Members not less than 30 days, nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant and are not occupied as residences shall be equal to one-fourth (1/4) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes. In the event two (2) or more adjoining Lots are owned by a single Owner other than the Declarant, such Owner shall be assessed as though he owns two (2) Lots even though one (1) residence is constructed on said Lots.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all Lots on January 1, 2000. For conveyances on or subsequent to January 1, 2000, assessments shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable at the time of closing. Except for the first twelve months of operation, on or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 8. LAKE LOT ASSESSMENTS. Lake Lot Assessments shall mean and refer to a separate assessment that shall be collected from the Owners of Lake Lots only for the purpose of providing for special needs associated with lakefront property as deemed necessary by the Board of Directors. The Lake Lot Assessment shall be separate from and additional to the Annual Assessment and shall only be collected from the Lake Lot Owners by reason of necessity as established by the Board of Directors of the Association. The Lake Lot Assessment, if any, shall commence only after all of the Lake Lots have been conveyed by Declarant to the Lot Owners. The maximum Lake Lot assessment for the year in which all of the Lake Lots have been sold by the Declarant shall be determined by the Board of Directors of the Association on or before July 1, 2000. Each year thereafter the maximum annual Lake Lot assessment may be increased by the Board of Directors of the Association by an amount equal to a ten percent (10%) increase over the maximum assessment for the previous year without consent or approval by the Owners of the Lake Lots, but any increase in excess of such amount shall require the written consent or approval of the Owners of a majority of the Lake Lots.

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, a fine shall be levied against said Lot in the amount of \$150.00 and the unpaid total amount due shall bear interest at the rate of ten percent (10%) per annum from the due date and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien herein retained against the property. Interest as above specified, costs and reasonable attorney's fees incurred in any such action, shall be added to the amount of such assessment or charge. Each such owner, by his acceptance of a deed, 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 assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 11. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. OWNERS EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area. Only Members that own a Lot with lake frontage shall have an easement of access and an easement of enjoyment in the Exclusive Common Area, and such rights and easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

(a) The Association shall have the right, but not the obligation, to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The Association shall have the right to borrow money and, with the assent of two-thirds (2/3rds) of each class of Members, to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.

(c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.

(d) The Association shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days. The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights and voting rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.

(e) Upon approval by two-thirds (2/3rds) of each class of Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of Members provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area to public or private utility companies.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family, to his

tenants who reside in the Subdivision, and to such other persons as may be permitted by the Association.

SECTION 3. EASEMENTS FOR ASSOCIATION. A general easement over the Lots is hereby reserved for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot in the performance of its duties, including, without limitation, the right to enter upon the Lake Lots for the purposes set forth in Section 2 of Article IV hereof. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner of the Lot directly affected thereby.

The following specific easements are hereby created in favor of the Association:

(i) an easement over and around all of the various lake reserves in the subdivision for the purpose of maintaining the lakes and abutting Common Areas.

(ii) an easement measuring sixteen (16) feet from the high bank of each of the various lakes to the interior of all Lake Front Lots for the purpose of lake access and maintenance. (herein defined as Exclusive Common Area)

(iii) a blanket easement for all portions of the Common Area for the purpose of management, maintenance and control.

ARTICLE VI

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial, or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a residence. The use of a home office in the residence for a reciprocal home base business shall be allowed only in the event that there is no apparent commercial business activity taking place in the residence. Apparent business activity as used herein shall include, but shall not be limited to, the use of signage, advertising using the residence address, excessive traffic to the residence and all other outward signs indicating the establishment of a business in a residence. No structure other than one single family residence and an Accessory Outbuilding shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision and no Accessory Outbuilding of any type shall be constructed until the single family residence is constructed. As used herein, the term "Residential Use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, or apartment houses. Additional buildings for servants and guests, which have been approved in advance by the Architectural Control Committee, may be permitted on a Lot, but no additional building shall be rented separately from the main

residence on such Lot. Once construction of a residence commences on a Lot, the Owner of such Lot shall diligently thereafter pursue such construction to completion.

SECTION 2. RESIDENTIAL DWELLING LIVING AREA Each and every residential Lot is hereby restricted to a minimum size residential dwelling as follows: Single story residences shall contain no less than 2,800 square feet of livable floor area. Livable floor area shall be defined as the air-conditioned interior space of the residence being used for normal living conditions. (Garages, porches, verandahs, screened patios and other uses of this nature shall not be considered to be livable floor area.) All other multi-story residences shall contain not less than 3,000 square feet of livable floor area as defined herein.

SECTION 3. ANIMALS AND LIVESTOCK. No animals of any kind shall be permitted for sale, breeding, boarding, or other commercial purpose on any Lot. Consistent with its use as a residence, dogs, cats, and other domestic pets may be kept on a Lot; provided, however that there shall be not more than three (3) small animals such as dogs and cats per Lot. No large or small animals such as a horse, cow, swine poultry or non-domestic animals shall be permitted on the Lots. Provisions shall be made for housing a predetermined number of horses in the equestrian center on a special reserve for this purpose in Section Two of Royal Lakes Estates. Bridle trails shall be established for the purposes of riding horses in the Subdivision. Persons electing to ride or lead horses in areas outside the designated bridle paths shall be held responsible for any and all damage incurred by such action to the Streets or other improvements to the Common Area. Lot Owners riding or leading horses out of the areas designated for this purpose shall be responsible for clean-up in the event of an accident such as the deposit of horse droppings or feces in the Common Area. All animals shall at all times whenever they are outside a residence or other fenced or confined area on a Lot or Reserve be on a leash and owners shall be responsible for said animals that may create damage to or deposit feces on another Lot Owner's Lot or property. Animals which are permitted to roam free, or which in the sole discretion of the Board, endanger health, make objectionable noises, or constitute a nuisance or inconvenience to the Owners within the Properties may be removed by the Board. All animals shall be registered, licensed and inoculated as required by law.

SECTION 3. NUISANCES AND NOISE. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Subdivision. No loud or unnecessary noises or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of the residents of the Subdivision shall be permitted on any Lot or the Common Area.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. Unless otherwise approved by the Committee, no boat, boat trailer, boat rigging, motor home, trailer, horse trailer, truck larger than a one ton pick-up, bus, inoperable automobile, automobile marked "for sale", recreational vehicle or camper shall be parked or kept in the Street in front of or on the side of any Lot or on any Lot unless such vehicle is stored within a garage or is otherwise screened from public view from all Streets and/or the view of opposing Lake Lot owners; provided, however, boats, boat trailers, recreational vehicles, boat riggings, motor homes, trailers, and campers may be temporarily parked on any Lot for a period not exceeding seventy-two hours in any thirty day

period. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles on the Street. Temporary work on a vehicle may be completed only on the interior of a Lot. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or on the interior portion of a Lot in an inoperable condition in excess of seventy-two (72) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 6:00 A.M. and 9:00 P.M.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. No burning of trash, rubbish, garbage or debris of any kind shall be permitted on any Lot. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing until picked up. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. Building materials may remain on Lots for a reasonable time, as long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Streets.

SECTION 8. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

SECTION 9. GUNS. Hunting and the use of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types. Nothing contained herein shall be construed to require the Association to take action to enforce this Section.

SECTION 10. LAKE FRONT LOTS No owner of a Lot abutting the various lakes in the subdivision shall stock or release fish into such waterway or remove water from the lakes. Boats and canoes not in excess of sixteen (16) feet are permitted on the various lakes, but no boat with

a motor other than an electric trolling motor is permitted, unless such boat is being used by an authorized agent of the Committee for the purpose of maintaining the lakes. No docks, piers or bulkheads shall be permitted along the various lakes without the express approval of the Board and the Architectural Committee. No boats or recreational water craft of any kind shall be permitted to be stored on the various lakes or on the banks of the lakes.

SECTION 11. DRIVEWAYS All Driveways (As described herein) shall be paved with either an asphalt or concrete material from the Street to the residential dwelling and or any Accessory Outbuilding on the Lot. No drive or Driveway constructed with shell, limestone, crushed concrete or any other base substance shall be allowed without a top coat of paved material as specified above.

SECTION 12. CONSTRUCTION COMMENCEMENT No Lot Owner shall be allowed to begin construction of any type or nature, including the clearing of trees from any Lot, until the following has been completed (1) the Homeowner's Association and Architectural Control Committee have approved all plans and specifications and have been notified of the intent to commence construction (2) the Driveway entrance, including the drive culverts, has been constructed in compliance to the requirements as stated herein. (3) a base substance, such as crushed concrete or limestone, has been placed in the path of the Drive Way from the Street to the construction site of the residence for the purpose of reducing the amount of mud tracked onto the Streets by construction traffic.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS APPLICABLE TO LOTS

SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence and Accessory Outbuilding shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage for not less than two (2) nor more than four (4) cars, unless approved by the Committee. All Lots being located on Royal Lakes Boulevard shall consist of residential homes that contain two or more floors (two or more stories) Carports on Lots are prohibited unless specifically approved by the Architectural Control Committee. All structures shall be of new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences and no structure shall be moved from another location onto any Lot. Mobil homes and modular or pre-fabricated homes are not permitted on any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Lot nearer to a Street than the minimum building setback lines shown on the Subdivision Plat or established by the Committee and no building shall be located on any utility easement. For the purposes of this section, eaves, steps and open porches or driveways shall be considered as a part of a residence.

SECTION 3. TYPE OF CONSTRUCTION. Unless otherwise approved by the Committee, at least seventy percent (70%) of the exterior wall area of all residences and Accessory Buildings of any type must be of masonry, brick veneer or a substance of equivalent nature. No garage or Accessory Outbuilding shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage and accessory building (except barns and greenhouses) shall correspond in style and architecture with the dwelling to which it is appurtenant.

SECTION 4. TEMPORARY BUILDINGS. Unless otherwise approved by the Committee, no trailer, tent, shack or other temporary building of any nature or structures shall be permitted on any Lot or any Properties in the Subdivision.

SECTION 5. DRIVEWAYS. The Owner of each Lot shall construct and maintain at his expense a driveway having a minimum width of ten (10) feet from the garage to the abutting Street, including the portion of the driveway in the street easement, and shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. All driveways shall be constructed of asphalt or concrete unless otherwise approved by the Committee. All culverts to be placed in the roadside ditch at the entry of each driveway shall be a minimum of 18" and a maximum of 24" in diameter and shall be no less than twenty (20) feet in length. The size of the culvert shall be determined by the Fort Bend County Engineering Department or the Committee. The material to be used for the culvert shall be Hancor Hi-Q black PVC or equivalent. Each culvert shall be supplied with matching sloping end connections designed for drive applications. Each Lot shall reserve the right to construct columns on each side of the driveway that shall be consistent with the architectural design of the residence being constructed on the Lot. Lot Owners electing to create columns and gated driveways shall be permitted to do so at such time that the plans and specifications for the drive entry has been approved by the Committee.

SECTION 6. ROOF MATERIAL. Unless otherwise approved by the Committee, roofs of all residences shall be constructed so that the exposed material is clay tile, seamless metal, or black asphalt or composition type shingles suitable for long term durability. No wood shingles shall be permitted for use in the Subdivision. Color and variation in material type shall be expressly approved by the Committee.

SECTION 7. FENCES. Fencing being visible from the streets shall commence at the rear of the primary structure and shall be used to fence only the rear portion of the Lot. All exterior fencing, unless specifically approved by the Committee in writing, shall be constructed of ornamental iron in accordance with Exhibit "A" attached hereto. Plans and specifications for materials and installation for all other fence placed along other property boundaries not parallel to the street right-of-way must be approved by the Committee pursuant to Article II hereof prior to construction. The erection of chain link fences on any Lot is prohibited and no barbed wire fence or other wire fence shall be located on any Lot. No Owner shall construct or maintain a fence or other enclosure inside the perimeter of the Lot boundary lines to screen from public view items such as but not limited to outside clothes lines, yard equipment, wood piles or storage

piles. Unless specifically approved by the Committee, and with the exception of poolside fences, no other fences shall be erected on the Lots.

Owners of Lake Lots that choose to construct fence along the boundary of the various lakes shall submit a copy of the plans, specifications and layout to the Committee prior to construction. All Owners shall construct the ornamental iron fence in strict accordance with the plans and specifications depicted on the drawing marked Exhibit "A" attached hereto for all purposes. Iron fence of like type must be positioned no closer than sixteen (16) feet from the high bank of the various lakes and must be constructed in a manner parallel to the contour of the bank of the lakes.

SECTION 8. LANDSCAPE, GRASS AND SHRUBBERY. Each Owner of a Lot shall be required to complete the landscape plan submitted and approved by the Architectural Control Committee prior to move in. Any Owner the elects to move in to the primary residence prior to completing the landscape plan referred to herein shall be subjected to a fine of ten dollars (\$10.00) per day until such time that the landscape plan has been completed in its entirety. The Owner of each Lot shall keep his property mowed to prevent unsightly appearance. Each Owner shall be responsible for mowing the roadside ditch area up to and abutting the Street running parallel to the Lot boundary line. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

SECTION 9. LOT CLEARING. Except for the exclusive area designated for the pad site of the primary residence and the drive way area on any Lot, no trees with a trunk diameter larger than four (4) inches shall be removed from a Lot without the express written consent of the Architectural Control Committee or the Board of Directors. No Owner of a Lot shall be permitted to burn trees that shall be cleared from the Lot at any place in the Subdivision. Trees being removed from the Lot must be cut and removed by transport, container or trailer. Any damage to the Streets or neighboring Lots, as a result of the clearing process, shall become the immediate responsibility and obligation of the Lot Owner for repair. In the event of non-payment for damage as specified herein, said amount, including all fees required for collection as determined by the Association, shall be assessed against the Lot and shall be collected from the Lot Owner in accordance with the Assessment provisions and lien rights referenced herein.

SECTION 10. BUILDER'S GUIDELINES. A separate list of Builder's Guidelines, which are subject to modification and change as may be required during the residential construction process in the Subdivision, shall be made a part of this instrument for all purposes. The Builder's Guidelines shall be presented to each initial Lot purchaser in advance of the sale of a Lot by

Declarant and the provisions as listed in the Builder's Guidelines shall be enforced in the same manner as stated herein.

SECTION 11. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than one sign not in excess of a size prescribed by the Committee advertising the particular Lot on which the sign is situated for sale or rent. The right is reserved by Declarant to Construct and maintain, or to allow builders within the Subdivision to construct and maintain, signs, or advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot to remove any sign which violates this Section provided the Owner of the Lot has been given forty-eight hours' written notice by the Association of its intent to exercise self-help.

SECTION 12. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 13. EXTERIOR ANTENNAE AND SATELLITE DISHES. Subject to the Telecommunications Act of 1996 and applicable rules of the Federal Communications Commission, no radio or television wires or antennae shall be placed as to be visible to public view from any Street. Small satellite dishes measuring no larger than 24 inch diameter (digital) that are suitable for installation in an area on a Lot that is not visible from the Street may be erected in accordance with approval of the Committee. The Committee reserves the exclusive right to reject any plan for the positioning of a satellite dish on a Lot that, in the opinion of the Committee, effects a visual offense.

SECTION 14. MAILBOXES. Mailboxes will be positioned by the Declarant in a central area for the benefit of all Lot Owners. No individual mail boxes shall be permitted on the Street in front of a residence. House numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

SECTION 15. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from any Street.

SECTION 16. CLOTHESLINES, GARBAGE CANS, WOODPILES, PROPANE TANKS, ETC. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. No propane tanks used for the purpose of residential service shall be allowed in the Subdivision.

SECTION 17. PRIVATE UTILITY LINES. Unless otherwise approved by the Committee, all electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities.

SECTION 18. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Declarant, the Association, or their agents and employees Shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

SECTION 19. BUILDING SET BACK LINES All Lots shall be subject to the Building Set Back Lines as depicted on the Subdivision Plat defined herein. A minimum building set back line of ten (10) feet shall be established for the side Lot boundary lines unless a variance is obtained from the Architectural Control Committee or the Board of Directors.

ARTICLE VIII

EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plat or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 2. CABLE TELEVISION. Subject to the 1996 Telecommunications Act and applicable rules of the Federal Communications Commission, Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the

utility easements and right-of-ways dedicated by the Subdivision Plat or by separate instruments pertaining to the Subdivision.

ARTICLE IX

ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

ANNEXATION OF ADDITIONAL PROPERTY

SECTION 1. UNILATERAL ANNEXATION BY DECLARANT. The Declarant, as the owner thereof, shall have the unilateral right, privilege, and option at any time to subject additional property to the provisions of this Declaration and the jurisdiction of the Association by filing for record one or more Supplemental Declarations in respect to the property being annexed. Specifically, Declarant intends to annex Royal Lakes Estates - Section Two and possibly Royal Lakes Manor (a proposed 100 acre subdivision) to the jurisdiction of this Declaration at such time that the additional property is platted and said plat is filed for record in the subdivision records of Fort Bend County, Texas. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. The right reserved by Declarant to subject additional land to this Declaration shall not be implied or construed as to impose any obligation upon Declarant to subject any other land to this Declaration or to the jurisdiction of the Association.

SECTION 2. OTHER ANNEXATIONS. Upon request by the owner thereof, the Association may annex real property other than that described in Section 1 above hereto to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of each class of Members of the Association present at a meeting duly called for such purpose.

With the exception of Section Two of Royal Lakes Estates and possibly Royal Lakes Manor (a proposed 100 acre subdivision), that shall be annexed into this Declaration by Declarant by a separate Supplemental Declaration without the consent of any of the Owners of Lots included in this Declaration, annexation shall be accomplished by filing of record in the public records of Fort Bend County, Texas, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant

provisions of the by-laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

SECTION 3. RIGHTS OF OWNERS OF ANNEXED AREA. The Owners of land in annexed property shall be entitled to use the Common Area in the same manner and to the same extent of the Owners of the property subject to the jurisdiction of the Association prior to the annexation. Annexed property shall be impressed with and subject to assessments imposed hereby on a uniform basis, consistent with provisions of this Declaration.

ARTICLE XI

GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the Lots in the Subdivision has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. REPLATTING. Declarant shall have the sole and exclusive right to replat Section One of Royal Lakes Estates Subdivision, as filed in the office of the County clerk in Fort Bend County, Texas, without the consent of any Lot Owner, if the re-platted Subdivision contains no revisions to the size, configuration or location of any Lot in the Subdivision and only in the event that the re-plat effects only the reconfiguration, subtraction or addition of space in the Common Area or Reserves included in the Subdivision. No Owner of a Lot may replat his property unless such replatting is required by a governmental agency to increase the Lot size to accommodate a residential requirement. In the event the Owner of a Lot through replatting increases the number of platted lots he owns, the Association, in the sole judgment of the Association, may thereafter assess each re-platted lot as though it were one Lot. All Lots created

through replatting shall be subject to the provisions of this Declaration in the same manner as all other Lots in the Properties.

SECTION 6. AMENDMENT. Declarant, may amend this Declaration at any time without the consent of any Lot Owner, for a period of six months from the date of filing by filing such amendment in the public records of Fort Bend County, Texas. Subsequent to the six month period defined herein, an instrument executed by the Owners of two-thirds (2/3rds) of the Lots in the Subdivision shall be required to amend this Declaration. Any amendment must be recorded in the public records of Fort Bend County, Texas.

SECTION 7. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

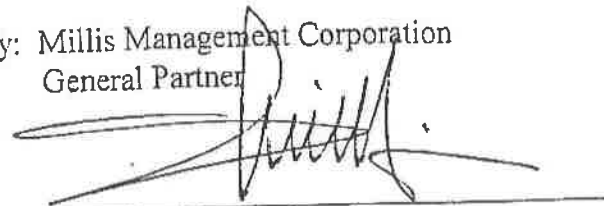
SECTION 8. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4ths) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, this Declaration is executed this 26th day of May, 1999.

"Declarant"

Royal Lakes Limited
A Texas Limited Partnership

By: Millis Management Corporation
General Partner



Mark W. Millis, President

THE STATE OF TEXAS

§

COUNTY OF FORT BEND

§

This instrument was acknowledged before me on May 26, 1999 by Mark W. Millis known to me to be the President of Millis Management Corporation, general partner of Royal Lakes Limited, a Texas Limited Partnership on behalf of said partnership for the purposes herein stated.

(SEAL)

Katherine A. Long

Notary Public in and for the State of Texas

Name Printed: _____

My Commission Expires: _____



After recording return to:

Royal Lakes Limited

1100 Millis Management Corporation

1100 Soldier's Field Court, Suite 100

Sugar Land, Texas 77478

OFFICIAL PUBLIC RECORDS

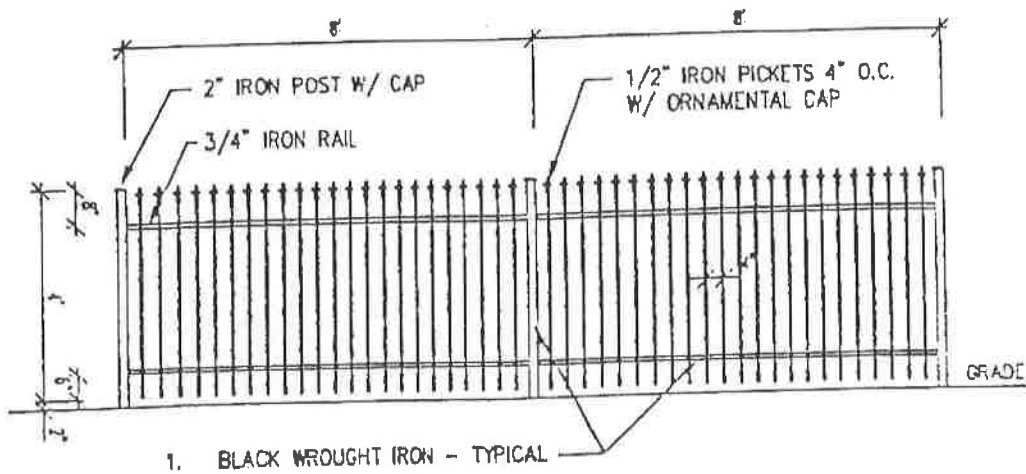
Dianne Wilson

05-26-1999 01:25 PM 1999044270

KW \$55.00

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

EXHIBIT 'A'



Return to: *Millie's Management Corporation*
1108 SOLDIER'S FIELD CT., SUITE 100
SUGAR LAND, TEXAS 77478

FILE AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas



January 07, 2014 11:48:58 AM

FEE: \$11.00 MAM
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2014001851



**ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND

§

§

WHEREAS the ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.

RETURN TO:

M. SUSAN RICE, P.C.

Attorney and Counselor at Law

39340 IH-10 West, #D

Boerne, Texas 78006

ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
Guidelines for Display of Flags
Page 2 of 4


7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
Guidelines for Display of Flags
Page 3 of 4

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

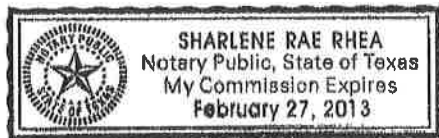
The guidelines are effective upon recordation in the Public Records of Fort Bend County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 19 day of October 2011.



GARY ALLMAN

President of Royal Lakes Estates
Homeowners Association, Inc.

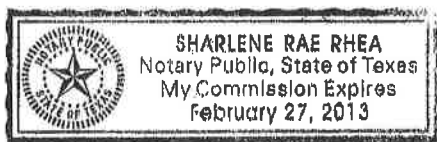


ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
Guidelines for Display of Flags
Page 4 of 4

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Gary Allman, President of ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19th day of October, 2011.



Sharlene Rhea
Notary Public, State of Texas
Sharlene Rhea
Printed Name

My commission expires: 2.27.13

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2011 Nov 07 04:24 PM

2011111761

SP \$23.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



**ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND

§

§

WHEREAS the ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

RETURN TO:
M. SUSAN RICE, P.C.
Attorney and Counselor at Law
39340 IH-10 West, #D
Boerne, Texas 78006

ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

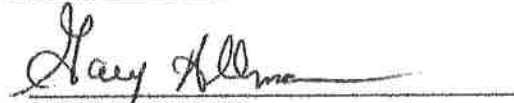
Guidelines for Rainwater Recovery Systems

Page 2 of 3

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Fort Bend County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 19 day of October 2011.



GARY ALLMAN

President of Royal Lakes Estates
Homeowners Association, Inc.

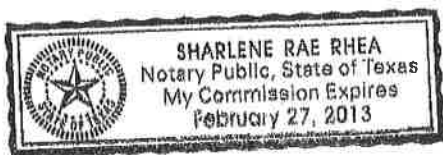
STATE OF TEXAS

§
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COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Gary Allman, President of ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19th day of October, 2011.



Sharlene Rhea
Notary Public, State of Texas

Sharlene Rhea
Printed Name

My commission expires: 2.27.13

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2011 Nov 07 04:24 PM

SP \$19.00

2011111762

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



**ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND

§

§

WHEREAS the ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Fort Bend County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.


RETURN TO:

M. SUSAN RICE, P.C.

Attorney and Counselor at Law
39340 IH-10 West, #D

ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
Guidelines for Display of Certain Religious Items
Page 2 of 3

Approved and adopted by the Board on this 19 day of October 2011.


GARY ALLMAN
President of Royal Lakes Estates
Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Gary Allman, President of ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19th day of October, 2011.



Sharlene Rhea
Notary Public, State of Texas
Sharlene Rhea
Printed Name

My commission expires: 2-27-13

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2011 Nov 07 04:24 PM

SP \$19.00

2011111763

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



**ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
PAYMENT PLAN POLICY**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND

§

§

WHEREAS the Royal Lakes Estates Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to property Owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Owners are entitled to make partial payments for amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties, and delinquent collection related fees will be not be added to the Owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. Receipt of a fully completed and signed Payment Plan form; and
 - b. Receipt of the first payment under the plan; and
 - c. Acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as twelve (12) months.
6. On a case-by-case basis, upon request of the Owner and concurrence of the Board, the Owner and the Board can agree to more than one Payment Plan to assist the Owner in paying the amount that is owed.
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an Owner requests a Payment Plan that will extend into the next assessment cycle, the Owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.

RETURN TO: the payments specified in the Payment Plan.

M. SUSAN RICE, P.C.

Attorney and Counselor at Law

39340 IH-10 West, #D

Boerne, Texas 78006

9. If an Owner fails to make payments as specified in the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the Owner that the Payment Plan has been voided. A Payment Plan will be voided if the Owner:
 - a. Fails to return a signed Payment Plan form with the initial payment; or
 - b. Misses a payment due in a calendar month; or
 - c. Does not make up a payment if notified by the Association of a missed payment as a courtesy; or
 - d. Makes a payment for less than the agreed upon amount and does not make up the deficit on the next payment; or
 - e. Fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the Owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any Owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Fort Bend County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 19 day of October, 2011.



GARY ALLMAN

President of Royal Lakes Estates
Homeowners Association, Inc.

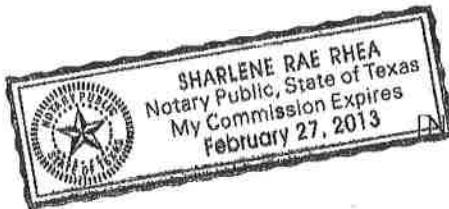
STATE OF TEXAS

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COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Gary Allman, President of Royal Lakes Estates Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19th day of October, 2011.



[Notary Seal]

Sharlene Rhea
Notary Public, State of Texas

Sharlene Rhea
Printed Name

My commission expires: 2-27-13

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2011 Nov 07 04:24 PM

2011111764

SP \$19.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

COUNTY OF FORT BEND

§

WHEREAS the Royal Lakes Estates Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding Owner access to Association Documents and records ("Records"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property Owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every property Owner. An Owner may also provide access to Records to any other person they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the Owner, the Owner must include a copy of his/her photo ID or have the proxy notarized.
2. An Owner, or their proxy as described in section 1, must submit a written request for access to Records. The letter must:
 - a. Be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. Contain sufficient detail to identify the specific Records being requested; and
 - c. Indicate whether the Owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method, and address:
 - (1) Format: electronic files, compact disk, or paper copies.
 - (2) Delivery method: email, certified mail, or pick-up.
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. A written notice that the Records are available and offer dates and times when the Records may be inspected by the Owner or their proxy during normal business hours at the office of the Association; or
 - b. The requested Records, if any, required advance payment had been made; or
 - c. A written notice that the requested Records are available for delivery once a specific required payment is made; or

RETURN TO:

M. SUSAN RICE, P.C.

Attorney and Counselor at Law

39340 IH-10 West, #D

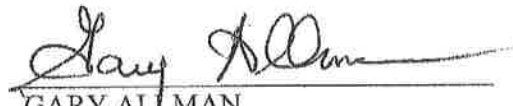
Bourne, Texas 78006

- d. A written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method, or the delivery address; or
 - e. A written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice.
4. The following Association Records are not available for inspection by Owners or their proxies:
- a. The financial records associated with an individual Owner; and
 - b. Deed restriction violation details for an individual Owner; and
 - c. Personal information, including contact information other than address for an individual Owner; and
 - d. Attorney files and Records in the possession of the attorney; and
 - e. Attorney-client privileged information in the possession of the Association.
- (The information in; a, b, and c will be released if the Association receives express written approval from the Owner whose Records are the subject of the request for inspection).
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the Owner or their proxy will be given access to equipment to view the electronic records. The Association shall not be required to transfer such electronic Records to paper format unless the Owner or their proxy agrees to purchase such copies.
6. If an Owner or proxy inspecting Records requests copies of certain Records during the inspection, the Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The Owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead, and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:
- a. Black and white 8½"x11" single sided copies.....\$0.10 each
 - b. Black and white 8½"x11" double sided copies....\$0.20 each
 - c. Color 8½"x11" single sided copies.....\$0.50 each
 - d. Color 8½"x11" double sided copies.....\$1.00 each
 - e. PDF images of documents.....\$0.10 per page
 - f. Compact disk.....\$1.00 each
 - g. Labor and overhead.....\$18.00 per hour
 - h. Mailing supplies.....\$1.00 per mailing
 - i. Postage.....At cost
 - j. Other supplies.....At cost
 - k. Third party fees.....At cost

8. Any costs associated with a Records request must be paid in advance of delivery by the Owner or their proxy. An Owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this policy.
9. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the Owner on or before the 30th day after the Records are delivered. The Owner agrees to pay any additional amount due within thirty (30) days after the date the Records are sent to them. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
10. On a case-by-case basis where an Owner request for Records is deemed to be minimal, the Association or its' Managing Agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Fort Bend County, and supersedes any policy regarding Records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 19 day of October 2011.


GARY ALMAN
President of Royal Lakes Estates
Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Gary Allman, President of Royal Lakes Estates Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19th day of October, 2011.



[Notary Seal]

Sharlene Rhea
Notary Public, State of Texas

Sharlene Rhea
Printed Name

My commission expires: 2-27-13

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OFFICIAL PUBLIC RECORDS

Dianne Wilson

2011 Nov 07 04:24 PM

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Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



**ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
VOTING, TABULATION OF BALLOTS, AND ACCESS TO BALLOTS POLICY**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND

§

§

WHEREAS the Royal Lakes Estates Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended, to add Sections 209.056, 209.057, 209.058, 209.059, 209.00592, 209.00593, and 209.00594 thereto regarding Voting, Tabulation of Ballots, and Access to Ballots Policy; and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for voting, tabulation of ballots, and access to ballots consistent with the Sections identified above and to provide clear and definitive guidance to property Owners.

NOW, THEREFORE, the Board has duly adopted the following *Voting, Tabulation of Ballots, and Access to Ballots Policy*.

I. NOTICE OF ELECTION OR ASSOCIATION VOTE

A. Not later than the 10th day or earlier than the 60th day before the date of an election or vote, the Association shall give written notice of the election or vote to:

(1) Each Owner of property for an Association wide election or vote.

II. RECOUNT OF VOTES

A. Within 15 days of the day of the meeting when the election was held, an Owner may require a recount if the request is submitted in writing either:

- (1) By certified mail or by USPS with signature confirmation to the address in the management certificate; or
- (2) In person to the managing agent as reflected in the management certificate or to the address where the proxies are mailed.

B. At the Owner's expense, the Association shall retain the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who:

- (1) Is not a member of the Association or related to a Board member within the third degree of consanguinity or affinity; and
- (2) Is a current or former; County Judge, County Elections Administrator, Justice of the Peace, or County Voter Registrar; or
- (3) A person agreed on by the Association and persons requesting the recount.

C. The recount must be performed on or before the 30th day after the date of receipt of the request and payment for the recount.

RETURN TO:

M. SUSAN RICE, P.C.

Attorney and Counselor at Law

39340 IH-10 West, #D

Boerne, Texas 78006

- D. If the recount changes the result of the election then the Association has to reimburse the Owner for the costs of the recount.
- E. The Association shall provide the results of the recount to each Owner that requested the recount.
- F. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

III. BALLOTS

- A. Any vote cast in an election or vote by a member must be in writing and signed by the member.
 - (1) Electronic votes constitute written and signed ballots.
 - (2) In an Association wide election, written and signed ballots are not required for an uncontested race.

IV. RIGHT TO VOTE

- A. A provision in a dedicatory instrument that disqualifies an Owner from voting in the election of Board members or any matter concerning the rights or responsibilities of the Owner is void.

V. VOTING: QUORUM

- A. The voting rights of an Owner can be cast in the following manner:
 - (1) In person or by proxy at a meeting of the Association; or
 - (2) By absentee ballot; or
 - (3) By electronic ballot; or
 - (4) By any method of representative or delegated voting provided by a dedicatory instrument.
- B. Absentee or electron ballot:
 - (1) May be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
 - (2) May not be counted if the Owner attends the meeting to vote in person;
 - (3) May not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or election ballot.
- C. Solicitation for votes by absentee ballot must include:
 - (1) An absentee ballot that contains each proposed action with the opportunity to vote for or against each proposal;
 - (2) The following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

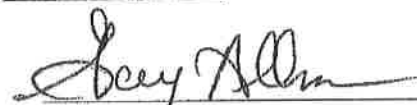
- D. Electronic ballot means a ballot given by:
- (1) Email, facsimile, or posting on an internet website, for which the identity of the Owner submitting the ballot can be confirmed; and
 - (2) The Owner can receive a receipt of the electronic transmission and receipt of the ballot.
- E. If the electronic ballot is posted on an internet website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

VI. TABULATION OF AND ACCESS TO BALLOTS

- A. A person who is a candidate in an Association election, or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election or vote. This person or a person besides the one who tabulated the votes may be given access to the ballots cast in the election or vote as part of a recount process that is authorized by law.
- B. A person, other than a person described above may tabulate votes in an Association election or vote, but may not disclose to any other person how an individual voted.

This Policy is effective upon recordation in the Public Records of Fort Bend County, and supersedes any policy regarding voting, tabulation of ballots, and access to ballots which may have previously been in effect. Except as affected by Sections 209.056, 209.057, 209.058, 209.059, 209.00592, 209.00593, 209.00594, and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 18 day of October, 2011.



GARY ALLMAN

President of Royal Lakes Estates
Homeowners Association, Inc.

AS PER ORIGINAL

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Gary Allman, President of Royal Lakes Estates Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19th day of October, 2011.

Sharlene Rhea
Notary Public, State of Texas

Sharlene Rhea
Printed Name

[Notary Seal]



My commission expires: 2.27.13

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Dianne Wilson COUNTY CLERK
FT BEND COUNTY TEXAS



**ROYAL LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
DOCUMENT RETENTION POLICY**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND

§

§

WHEREAS the Royal Lakes Estates Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association Documents and records ("Documents"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for Document Retention consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format which can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. Certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments, and any amendments to same shall be retained permanently; and
 - b. Financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - c. Account records of current owners shall be retained for five (5) years (for example, invoice, payment, and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
 - d. Account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - f. Minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and

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Attorney and Counselor at Law

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Boerne, Texas 78006

- g. Tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
 - h. Decisions of the Architectural Control Committee ("ACC") or Board regarding applications, variances, waivers, or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
- 3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its' attorney or its' managing agent.
 - 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged, or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Fort Bend County, and supersedes any policy regarding Document Retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 19 day of October 2011.



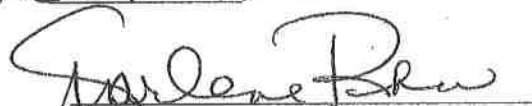
GARY AILMAN

President of Royal Lakes Estates
Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Gary Allman, President of Royal Lakes Estates Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19th day of October, 2011.


Notary Public, State of Texas

Sharlene Rhea
Printed Name

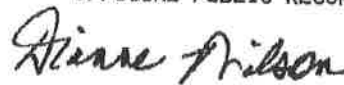


[Notary Seal]

My commission expires: 2-27-13

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