MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKES OF BRIGHTWATER

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

THIS DECLARATION is made on the date hereinafter set forth by PERRY-BRIGHTWATER, LTD., a Texas Limited Partnership, (hereinafter referred to as "Declarant"), acting herein by and through PSWA, Inc., a Texas corporation, as its General Partner.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that approximately 195 acres of land situated in Fort Bend County, Texas, which is more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, (hereinafter referred to as the "Property"), and Declarant desires to impose upon the Property the covenants, conditions and restrictions herein set forth.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the Property, shall be binding on all parties owning the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the Association.

ARTICLE I

DEFINITIONS

Section 1. **Association** shall mean and refer to Brightwater Homeowners Association, a Texas non-profit corporation, its successors and assigns as described in those certain Articles of Incorporation dated May 9, 1986, and filed with the Texas Secretary of State on May 12, 1986, under Charter Number 796919. The Association has the power to collect and disburse those maintenance assessments as described in Article IV.

Section 2. **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 3. Property shall mean and refer to that certain real property first hereinabove described as the Property.

Section 4. Lots shall mean and refer to all Lots which may, from time to time, be described in a recorded plat created out of the Property; and Lot shall mean one of the Lots.

Section 5. Common Area shall mean all real property, if any, together with the improvements thereon, owned by the Association for the common use and benefit of the Owners.

Section 6. Declarant shall mean and refer to Perry-Brightwater, Ltd., a Texas Limited Partnership, its successors or assigns or any other entity to whom the rights of Declarant have been assigned.

Section 7. Waterway shall mean and include lake, creek or other body of water bordering the Property, up to the shoreline, levy or bulkhead along such Waterway, and shall include both the water contained within such Waterway, the ground or bottom thereunder, and any structures now or hereafter located upon or within such Waterway.

Section 8. Bulkhead Easement shall mean any access and bulkhead easement shown on any recorded Plat.

Section 9. Plat shall mean the map or plat of a subdivision recorded in the Real Property Records of Fort Bend County, Texas, created out of the Property.

Section 10. Architectural Restrictions shall mean those provisions of this Declaration that deal with architecture, type or quality of materials, design, color, size, topography, construction, placement, setback or location.

Section 11. Architectural Control Guidelines shall mean the Guidelines promulgated pursuant to Article II, Section 3, hereof.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Approval of Building Plans. No building, fence, wall, landscaping, pool or other structure or improvement shall be commenced, erected, placed, altered or maintained on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to compliance with these restrictions, quality of materials, harmony of exterior design and color with existing structures and as to compliance with minimum construction standards by the Declarant. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Declarant, or its designated representative, prior to

commencement of construction. The Declarant may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail and bearing such certifications as it may elect at its entire discretion. In the event the Declarant fails to approve or disapprove such plans and specifications within thirty (30) days after receiving a written request for approval from the Owner of the Lot, such failure will be deemed to be disapproval. However, if the Association has succeeded to the powers of the Declarant and the Association fails to approve or disapprove such plans and specifications within thirty (30) days after receipt of such written request, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Declarant retains the right to retain one copy of all approved plans and specifications for the Declarant's files. Further, any Owner receiving approval of any plans hereunder agrees to construct said addition or structure in accordance with the approved plans.

Section 2. Powers of the Declarant. The Declarant shall have the right to specify architectural and aesthetic requirements for all Lots as to building sites, minimum setback lines, the location, height and extent of fences, walls or other screening devices, landscaping, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Declarant shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the Property. Declarant shall be entitled to employ architects and other consultants to act as Declarant's representatives and assist Declarant in carrying out its functions hereunder, but such representatives or consultants shall not be entitled to grant approvals or variances since those powers are reserved solely to the Declarant. The Declarant shall have the right, exercisable at its discretion, to grant variances to the Architectural Restrictions in specific instances where the Declarant receives a written request for a variance from the Owner of a Lot and the Declarant in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Property or the common scheme of development. All costs of evaluating the request for a variance including without limitation legal, architectural and other consultant fees shall be paid by the Owner requesting the variance and the payment of such costs shall be secured by the lien described in Article IV hereof. All variance grants shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the variance is granted, listing conditions imposed on the granted variance and listing specific reasons for granting of the variance. Failure by the Declarant to respond within thirty (30) days to a written request for a variance from the Owner of the Lot shall operate as a denial of the variance, but if the Association has succeeded to the powers of the

Declarant, failure of the Association to respond within thirty (30) days to a written request for a variance from the Owner of the Lot shall operate as a grant of the variance.

Section 3. Architectural Control Guidelines. The Declarant may, from time to time, promulgate and modify Architectural Control Guidelines; provided however, that such Architectural Control Guidelines will serve as minimum standards and the Declarant shall not be bound thereby.

Section 4. Term. Declarant hereby retains the right to assign at any time its duties, powers and responsibilities to the Association. In the event no such assignment is made, the duties and powers of the Declarant shall cease twenty years (20) from the date of this Declaration. Thereafter, all power vested in the Declarant by this Declaration shall be assumed by the Board of Directors of the Association.

SECTION 5. NO LIABILITY. DECLARANT AND THE ASSOCIATION, AS WELL AS THEIR AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS AND ARCHITECTS, SHALL NOT BE LIABLE TO ANY OTHER PARTY FOR ANY LOSS, CLAIM OR DEMAND ASSERTED ON ACCOUNT OF THEIR ADMINISTRATION OF THIS DECLARATION AND THE PERFORMANCE OF THEIR DUTIES HEREUNDER, OR ANY FAILURE OR DEFECT IN SUCH ADMINISTRATION AND PERFORMANCE. THIS DECLARATION CAN BE ALTERED OR AMENDED ONLY AS PROVIDED HEREIN AND NO PERSON IS AUTHORIZED TO GRANT EXCEPTIONS OR MAKE REPRESENTATIONS CONTRARY TO THIS DECLARATION. NO APPROVAL OF PLANS AND SPECIFICATIONS AND NO PUBLICATION OF MINIMUM CONSTRUCTION STANDARDS SHALL EVER BE CONSTRUED AS REPRESENTING OR IMPLYING THAT SUCH PLANS, SPECIFICATIONS OR STANDARDS WILL, IF FOLLOWED, RESULT IN A PROPERLY DESIGNED RESIDENCE AND SHALL NOT BE DEEMED TO CONSTITUTE ANY WARRANTY OR REPRESENTATION BY DECLARANT INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO FITNESS, DESIGN OR ADEQUACY OF THE PROPOSED CONSTRUCTION OR COMPLIANCE WITH APPLICABLE STATUTES, CODES AND REGULATIONS. SUCH APPROVALS AND STANDARDS SHALL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING THAT ANY RESIDENCE WILL BE BUILT IN A GOOD, WORKMANLIKE MANNER. THE ACCEPTANCE OF A DEED TO A LOT IN THE PROPERTY SHALL BE DEEMED A COVENANT AND AGREEMENT ON THE PART OF THE GRANTEE, AND THE GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS, THAT DECLARANT AND THE ASSOCIATION, AS WELL AS THEIR AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS AND ARCHITECTS, SHALL HAVE NO LIABILITY UNDER THIS DECLARATION.

ARTICLE III

ARCHITECTURAL AND USE RESTRICTIONS

Section 1. Land Use and Building Type. No structures shall be erected, placed, altered, or permitted to remain on any Lot other than one (1) single-family residential dwelling not to exceed two and one half (2-1/2) stories in height, a detached or an attached garage for

not less than two (2) or more than three (3) cars and bonafide servants' quarters, which garage and servants' quarters shall not exceed the main dwelling in height. Each Lot shall be used for single family residential purposes only and the use of the Property for duplexes, apartment houses or the rental of garage apartments is prohibited. No Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes, even though such purposes may be subordinate or incident to use of the premises as a residence. Each Lot may be occupied by only one family living and cooking together as a single housekeeping unit together with any household servants. A family may consist of or contain people who are not married to each other, but may not contain more than two people who are not related to all of the largest related group (which relationship may be half, step, or adopted) who occupy such single family residence.

Section 2. Dwelling Size. Maximum building site coverage (exclusive of patios, decks, terraces, swimming pools, driveways and sidewalks) is not to exceed fifty (50%) percent of Lot square footage. Any residence constructed on a Lot with a street frontage of approximately sixty-five (65') feet or less must have a living area of not less than 1,500 square feet, exclusive of open or screened porches, terraces, driveways and garages. Any residence constructed on any Lot, with a street frontage of approximately seventy (70') feet or more, must have a living area of not less than 2,000 square feet, exclusive of open or screened porches, terraces, driveways, and garages. Any residence other than a single story residence must have not less than 1,200 square feet of ground floor living area exclusive of open or screened porches, terraces, driveways, and garages. All residences shall have an attached or detached enclosed garage with at least the minimum interior floor space necessary to accommodate two full-size automobiles.

Section 3. Type of Construction.

(a) The construction of any residence shall involve the use of not less than seventy-five percent (75%) brick veneer, stone or other masonry around the outside perimeter of the ground floor of the building.

(b) Yellow or orange brick should not be used except where permission is given in writing by the Declarant.

(c) Stone veneer must complement the style of the architecture employed and conform to the color scheme of the immediate neighborhood.

(d) Declarant, at Declarant's sole cost and expense, shall have the right to construct perimeter walls which may exceed six feet, six inches (6' 6"). Unless otherwise agreed by the Declarant, fences consisting of plaster piers approximately forty feet on center with a 6 foot 6 inch (6' 6") high steel picket section in between shall, at the sole cost and expense of Owner, be

constructed and maintained along Brightwater Drive and on all Lots bordering Brightwater Drive. The Association shall maintain any walls or fences located in a platted Landscape Reserve or other dedicated reserve, otherwise the Owner of the Lot on which the wall or fence is situated shall maintain such wall or fence. In the event the Owner fails in such maintenance obligation, the Association shall have the right, but not the obligation, to perform such maintenance as described in Section 14 of this Article III.

(e) Porte-cochere will be accepted only when they are set back six (6') feet from the corner of the house nearest to the side Lot line on the side of the Lot where the Porte-cochere is located.

Section 4. Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set back lines shown on the Plat and the minimum setbacks required by Missouri City, Texas. No building shall be located nearer to a side or rear interior Lot line than allowed by Missouri City, Texas. No main residence building, detached garage, nor any part thereof shall encroach upon any utility easement or be built closer to a street or property line than a building or setback line. For the purposes of this Declaration, eaves, steps and open porches shall not be considered a part of the main residence building; provided, however, that this shall not be construed to permit any portion of a building to encroach on any other Lot. For the purposes of this Declaration, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved by the Declarant, each main residence building will face the front of the Lot, and each detached or attached garage will either face upon the front Lot line, the rear Lot line, or face upon a line drawn perpendicular to the front Lot line, and shall not be located nearer to the front Lot line than ten (10) feet farther back than the corner of the house that is on the side of the Lot where the driveway is located nearest to the side Lot line. Detached garages facing the side street on corner Lots may face the street parallel to the side property line. If a house has two or more corners equidistant from the side Lot line, the 10 feet will be measured from the one of such corners nearest to the front Lot line. Notwithstanding the foregoing, upon approval of the Declarant, any detached garage located more than sixty-five (65) feet from the front Lot line shall not be required to face upon said front Lot line or line drawn perpendicular to the front Lot line. Driveway access will be provided from the front of all Lots, except that said access may be provided to corner Lots from a side street, but not from Brightwater Drive. For corner Lots with Brightwater Drive as one of the streets, the garage must be on the far side of the house from Brightwater Drive.

Section 5. Composite Building Site. Any Owner of one or more adjoining Lots (or portions, thereof) may consolidate such Lots or

portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lots lines shown on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of Lots in the same block.

Section 6. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat, and Declarant may grant additional easements for utilities by recording an instrument or instruments establishing such easements. No structure of any kind other than a fence shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers, fences or improvements of the owner located on the land within or affected by said easements.

Section 7. Prohibition of Trade and Offensive Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become any annoyance or a nuisance to the neighborhood.

Section 8. Use of Temporary Structures. No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Temporary structures may be used as building offices and for related purposes during the construction period, but only on Lots designated for that purpose by Declarant. Such structures shall be inconspicuous and sightly and shall be removed immediately after completion of construction.

Section 9. Storage of Automobiles. Boats, Trailers and Other Vehicles. No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind shall be stored or constructed in the public street right-of-way or on driveways or so as to be visible from the street. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

Section 10. Mineral Operation. Except for drill sites designated on the Plat, no oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 11. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be

kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than three (3) of each type animal is kept.

Section 12. Walls, Fences and Hedges. No wall, fence or hedge shall be erected, placed, or maintained nearer to the front Lot line than the front building line on such Lot as shown on the plat. On corner Lots, a wall, fence or hedge may be erected or maintained on the property Lot line which is parallel to the side street. No side, or rear, fence, wall, or hedge shall be more than 6 feet 6 inches (6' 6") in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter. Wing walls must be a minimum of three (3') feet back from the corner nearest the side Lot line, whether the material used in the wing wall is brick, wood or steel picket. If wood fences are constructed so that reinforcing is visible on one side and not the other, then for all corner Lots, or Lots which are adjacent to a designated reserve area, the side with reinforcing visible shall face the interior of the Lot and the side without reinforcing visible shall face the perimeter of the Lot. All other wood fences shall be "good neighbor" fences (i.e. alternate every 6-8' the visible reinforcing). **Also see:** Article V, Section 3.

Section 13. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the intersecting street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or extensions thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 14. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning of any such materials is prohibited. Further, no trash or debris will be placed in a Waterway. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, the Association, the Declarant, or its assigns, may, but without being under any duty to so do, and without liability to Owner or occupant in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary conditions, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees

by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof and the payment of such statement is secured by the lien described in Article IV hereof.

Section 15. Visual Screening on Lots. The drying of clothes in public view is prohibited. The Owner or occupant of any Lot at the intersection of streets or adjacent parks, playground or other similar facilities where the rear yard or portion of the Lot is visible to the public shall not construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

Section 16. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except one sign for each building site, of which the top main area can be no greater than five (5) square feet and the top main area plus bottom hangar area combined cannot be greater than eight (8) square feet, advertising the property for sale or rent. The Association, Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on any Lots, and in doing so shall not be subject to any liability for trespass, any other tort or any civil or criminal liability in connection therewith or arising from such removal. The Association, Declarant, or its assigns, or any homebuilder authorized by Declarant, may maintain, as long as it owns any property within the Property, in or upon such portion of the Property as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who are authorized by Declarant) to use residential structures, garages, or accessory building for sales, offices and display purposes, but all rights of Declarant and of any builder acting with Declarant's permission under this sentence shall be operative and in effect only during the construction and initial sales period within the Property.

Section 17. Roofing Material. The roof of any building (including any garage or servant's quarters) shall be constructed or covered with fiberglass or composition type shingles comparable in color to weathered wood shingles. Composition roofing materials must be 240 pounds, or heavier, weight. All roof stacks and flashings must be painted to match the roof color. The decision of such comparison shall rest exclusively with the Declarant. Any other type of roofing material shall be permitted only at the sole discretion of the Declarant upon written request.

Section 18. Maximum Height of Antennae. No electronic antennae or device of any type other than an antennae for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses, or buildings. Television antennae must be located to the rear of the roof ridge line, gable or center line of

the principal dwelling and must not be visible from any street. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure.

Section 19. Underground Electric Service. An underground electric distribution system will be installed in the Property. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company furnishing service at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition the Owner of each such Lots shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the electric company furnishing services for the locations and installation of the meter of such electric company for the residence constructed on such Owner's Lot). For so long as underground service is maintained in the Property, the electric service to each Lot therein shall be underground uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Property at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Property is being developed for single-family dwellings and/or townhouse of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Property be changed so that mobile homes will be permitted in the Property, the electric company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Declarant has paid to the company an amount representing the excess in cost, for the entire Property, of the underground distribution system over the cost of equivalent overhead facilities to serve the Property, or (b) the Owner of such Lot, or the applicant for service, shall pay to the electric company the sum of (1) $1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost

of the underground distribution system to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary. Nothing in this paragraph is intended to exclude single metered service to apartment projects, if any, under the terms of a separate contract.

Section 20. Sidewalks. Before the residence is completed and occupied, the Lot Owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb at the location specified by Missouri City, Texas. Owners of corner Lots shall install such a sidewalk both parallel to the front Lot line and parallel to the side street Lot line and shall satisfy the handicapped access requirements stated in the Architectural Control Guidelines. Such sidewalk shall comply with all Federal, State and County regulations respecting construction and/or specifications, if any.

Section 21. Garages and Driveways. Unless the Declarant specifically agrees otherwise in writing, each residence shall have an attached or detached enclosed private garage for not less than two or more than three vehicles, no portion of which shall be located nearer than three feet (3') from a side property line, so long as the distance between the garage and the improvements on the adjacent Lot is at least ten feet (10'). Garages shall correspond in style, color and architecture to the main residence. Each Owner shall keep all doors to the private garage closed at all times except when persons or vehicles are going into or out of such garage. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, which are of a type and size as will allow the door or doors of the garage to be shut completely with such vehicle or trailer inside. On Lots which have one side on Brightwater Drive, the driveway shall be located on the side of the Lot farthest from Brightwater Drive. Garage doors will only be accepted with applied custom wood siding or metal panels. No masonite, glass or plywood paneled doors will be accepted.

Section 22. Landscaping. Within a reasonable period of time after completion of the brick phase of construction of a residence (such reasonable period of time not to exceed four (4) weeks), the Owner of the Lot on which such residence is being constructed shall be required to (i) complete grading and fully sod with grass the area between his residence and the curb lines(s) of the abutting street(s), and (ii) plant at least two (2) trees with respect to the portions of the Lot in front of the residence, and in the event of a corner Lot, two (2) trees on the side of such residence. Such trees shall be hardwood or oak and be a minimum caliper of four inches (4"). All trees and other landscaping must satisfy the requirements of the Architectural Control Guidelines, and be shown in a landscaping plan which is submitted to and approved by the Declarant prior to planting and the Owner of each Lot shall also be required to replace any tree required hereunder that dies or is destroyed. Any replacement tree must also be approved by the Declarant or its assigns prior to planting. The Declarant or the Association may install any

landscaping required by this Section that an Owner fails to install and charge the Owner the cost thereof, which cost shall be secured by the lien described in Article IV hereof.

Section 23. Missouri City Requirements. If there is any conflict between the provisions of this Declaration and any requirement of Missouri City, Texas, an Owner shall be required to comply with the requirement of Missouri City, Texas, rather than the provisions of this Declaration. However, if a conflict does not exist but this Declaration instead imposes a greater restriction or more onerous requirement than the comparable Missouri City, Texas, requirement, an Owner will be required to comply with this Declaration. Each Owner shall obtain all building and other permits required by Missouri City, Texas and shall comply with all other ordinances, regulations or requirements of Missouri City, Texas.

Section 24. Decorative Appurtenances. No decorative appurtenances , such as sculptures, birdhouses, birdbaths, fountains or other decorative embellishments shall be installed in front lawns or any other location visible from any street, unless such specific items have been approved in writing by the Declarant.

Section 25. Wind Generators. No wind generators shall be erected or maintained on any Lot.

Section 26. Solar Collectors and Satellite Disks. No solar collector or satellite disk shall be installed without the written approval of the Declarant. Such installation shall be in harmony with the design of the residence.

Section 27. Window Air Conditioners. No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Property. This Restriction shall not apply to temporary sales offices used by a builder during the initial construction of homes on the Property.

Section 28. Playground Equipment. No tether pole, play net or any other recreational facility shall be erected on any Lot in a location that is visible from the front of the Lot or from the street abutting the Lot, except for basketball goals that are maintained in good condition. All basketball goals must be mounted on a pole and placed on the side of the driveway, as far to the rear of the property as possible. No basketball goal shall be attached to the garage or the house. No backboard or standard will be left in place after removal or breakage (and non-repair) of a basketball goal.

Section 29. Permitted Hours for Construction Activity. Outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 7:00 p.m. Monday through Thursday; between the hours of 7:00 a.m. and 5:00 p.m. on Friday; between the hours of 7:00 a.m. and 12:00 a.m. on Saturday; and not at all on Sunday, except: (a) in an emergency; (b) construction

by the Declarant; (c) for construction by any governmental authority; (d) for construction by any home builder; or (e) any unusual circumstances, as determined by Declarant.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, in the case of each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge and a continuing lien, which lien is hereby created, fixed and forever retained, upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. Such lien also secures payment of the other payments stated in this Declaration to be secured by such lien. Such lien is hereby assigned to the Association without recourse on Declarant in any manner for the payment of said charge and indebtedness.

Section 2. Purpose of Assessments. The Association shall have the right to levy assessments from time to time, as authorized by the Board of Directors commencing in the manner provided in Section 4 of this Article IV. The assessments levied by the Association shall be used, to the extent there are from time to time funds available, to promote the recreation, health, safety, and welfare of the owners in the Property and for the improvements and maintenance of the Common Area.

Section 3. Rate of Assessment. Lots in the Property which are owned by Declarant shall not bear or be subject to any assessments. Lots in the Property which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions hereof. Lots in the Property which are not occupied by a resident and which are owned by a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 4. Date of Commencement of Annual Assessment: Due Dates. The annual assessment provided for herein shall commence as to a Lot in the Property when such Lot is conveyed by Declarant. The first annual assessment as established by the Board of Directors shall be adjusted according to the number of months remaining in the then current calendar year. Thereafter the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period which shall be the calendar year. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every owner subject thereto. The payment dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum. Each Assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed. In the event of a default in payment of any Assessment, whether Annual or Special, the Board may, in addition to any other remedies provided under this Declaration, or by law, enforce such obligation on behalf of the Association by filing a suit for foreclosure of the lien hereinafter described, or by a non-judicial foreclosure of such lien, as hereinafter provided. In order to secure the payment of the Assessments hereby levied, a vendor's lien is hereby reserved in each Deed from the Declarant to the Owner of each Lot which lien shall be enforceable through appropriate judicial proceedings by the Association and such lien shall be binding upon each Owner and such Owner's heirs, successors and assigns. As additional security for the payment of the Assessments hereby levied, each Owner of a Lot, by such party's acceptance of a Deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002, et seq. of Texas Property Code (or any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to such power of sale and provisions of Section 51.001, et seq. of the Texas Property Code, (or any successor statute) designate a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record (either prior to or following any action by such trustee) in the Official Public Records of Real Property of Fort Bend County, Texas. The Trustee shall not incur any personal liability for any action or conduct taken pursuant to this provision except for his

or her own willful misconduct. In the event that the Association has determined to non-judicially foreclose the lien provided herein, the Association shall comply with the provisions of Section 51.002, et seq. of the Texas Property Code (or any successor statute). Out of the proceeds of any non-judicial foreclosure sale, there shall first be paid all expenses incurred by the Association in connection with such default in payment of the Assessment, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default, including interest; and third, the remaining balance of such proceeds shall be paid to the mortgagee of record or the Owner, if there is no mortgagee of record. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means, including a judgment for possession and any action of forcible detainer and the issuance of writ of restitution thereunder. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure.

Section 6. Lawsuit to Enforce Assessments. The Board may bring a suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charge, interest and other costs of enforcement including court costs and reasonable attorneys' fees in the amount as the court may adjudge, against the defaulting Owner.

Section 7. Notice of Non-Payment. Although no further action is required to create or perfect the lien described above, in addition to the right of the Board to enforce the Assessments in the manners described in Section 5 and 6 hereof, the Board may elect to file against the Lot of the delinquent Owner a notice ("Notice of Non-Payment") setting forth: (a) the name of the record Owner thereof; (b) the legal description and street address of the Lot against which the lien is claimed; (c) the amount of the claim of delinquency; and (d) the interest and costs of collection which have accrued thereon. Such Notice of Non-Payment shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. When all amounts described in the Notice of Non-Payment and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Non-Payment have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of the release of such Notice of Non-Payment.

Section 8. No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation: (a) any claim that the Association, or the Board of Directors, is not properly exercising its duties and powers under this Declaration; or (b) a claim by the Owner of non-use of the Common Area or abandonment of any Lot; or (c) a claim by the Owner of inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken to comply with any law or any determination of the Board of Directors; or (d) for any other reason.

Section 9. Subordination of the Lien to Mortgages The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V

SPECIAL RESTRICTIONS AND OBLIGATIONS OF WATERFRONT PROPERTY

Section 1. Restrictions. In addition to the general restrictions set forth herein, the following restrictions shall apply to portions of the Property abutting any Waterway:

(a) No construction, filling or dredging shall be allowed within the boundaries of any lake, canal, or Waterway without the prior written approval of the Declarant.

(b) Neither Declarant, the Association, nor any of their officers, directors, shareholders, agents or employees, shall be liable to any Owner or any occupant of a residence, or any person upon or using any Waterway for any personal injury, including death, property damage or any other claim caused by or resulting from the Waterway, or the use of any Waterway by any person, or the use of any facilities which are located or constructed in or upon or used in connection with such Waterway.

(c) No slips, excavations or dredging shall be made to any Waterway without the prior written approval of the Declarant.

(d) Nothing herein shall be interpreted to allow any use of a Waterway and it is expressly stipulated that all Waterways are excluded from the Property.

(e) No piers or other construction shall be allowed on, or extending from, a bulkhead into a Waterway, but decks that are constructed on a Lot on top of the bulkhead that do not penetrate the vertical plane of the bulkhead shall be allowed subject to: (i) the approval of the plans for the same by the Declarant; and (ii) an appropriate written and recordable Consent to Encroach the Bulkhead and Utility Easement.

(f) No boat trailers, travel trailers, inoperative automobiles, campers or vehicles of any kind shall be stored or constructed as to be visible from a Waterway except boats, canoes, or other watercraft that are fully constructed, properly maintained and kept in a good state of repair.

(g) Without the prior written approval of Declarant, no trees or other deeply rooted vegetation shall be planted within ten (10') feet of a bulkhead; no willow trees shall be planted within twenty-five (25') feet of a bulkhead; and no chemicals, fertilizers, or weed and insect poisons will be used within ten (10') feet of a Waterway.

Section 2. Obligations.

(a) Each Owner of a Lot bordering a Waterway shall have the primary responsibility to maintain, repair, replace or renew the bulkhead or shoreline of such Waterway Lot and to comply with all bulkhead and Waterway standards established by the Declarant or the Association ("Owner's Bulkhead Maintenance Obligation").

(b) The Association, its agents, employees, representatives or assigns shall have, and are hereby granted, an easement upon, in, or over, the Bulkhead Easement for the purpose or access to and from inspecting, maintaining, repairing, restoring, rebuilding, replacing, securing, preserving or improving any bulkhead, shoreline or other boundary between a Waterway and the property adjoining it, including, without limitation, the performance of any such services upon any pilings, cables or other structures incident thereto.

(c) If the Owner shall fail to perform Owner's Bulkhead Maintenance Obligations, the Association may give written notice to the Owner specifying the manner in which the Owner has failed to so perform. If such failure has not been corrected within ten (10) business

days after such notice, or if such work, if it cannot be completed within such ten (10) business day period, has not been commenced within such period and thereafter diligently prosecuted to completion, the Association may cause its agents, employees, or contractors to enter upon the parcel and perform such work. The Association by reason of its performing such work shall not be liable or responsible to the Owner for trespass, any other tort, or any civil or criminal liability or any losses or damages thereby sustained by the Owner or anyone claiming by or under the Owner, including without limitation any damage or destruction of a deck construction on a bulkhead, except for gross negligence or want acts. The cost of such work shall be assessed against and paid by the Owner within thirty (30) days of the date the Association renders a statement therefor, which statement shall specify the details of the work performed by the Association and the costs thereof. The payment of such statement shall be secured by the lien retained in Article IV hereof.

Section 3. Building Restrictions. No structures except swimming pools including spas, hot tubs, and jacuzzis and pool related landscaping structures, decks and fences shall be constructed on a Lot within sixteen (16') feet of a Waterway. No pump, swimming pool, spa, hot tub or jacuzzi shall draw water from, or discharge, or drain into a Waterway. No fence of any type (whether across a Lot or along either side of a Lot) shall be permitted within sixteen (16') feet of a Waterway except a steel picket fence or wrought iron not more than six (6') feet tall, and no vegetation or plants shall be permitted to grow more than six (6') feet tall along a fence within sixteen (16') feet of a Waterway. A wood fence may be placed beginning at a point which is sixteen (16') feet or more away from the Waterway.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain full force and effect.

Section 3. Membership in Association. Each Owner shall be a member of the Association having the rights, privileges and

obligations stated in the Articles of Incorporation and By-Laws of the Association.

Section 4. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreation facility by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by Owners of the Lots in the Property. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners of the Lots in the Property agreeing to such dedication of transfer has been recorded in the Public Records of Real Property of Fort Bend County, Texas.

(d) The right of the Association to collect and disburse those funds as set forth in Article III.

Section 5. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Association his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 6. Amendment by Owners. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the Lots within the Property and thereafter by an instrument signed by those Owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the Lots within the Property. No person shall be charged with notice of inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Fort Bend County, Texas.

Section 7. Amendment by Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant:

(a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statue, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; or (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration. In addition, so long as it still owns any portion of the Property, the Declarant may unilaterally amend this Declaration for any other purpose, provided that the amendment has no material adverse effect upon any right of any Owner, unless the Owner or Owners so affected have consented in writing to any such Amendments.

Section 8. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 9. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity or affect to any other word, clause, sentence or provision appearing in this declaration shall be omitted herefrom then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 10. Affiliated Contracts. The Board of Directors, acting on behalf of the Association, shall have the full power and authority to contract with any Owner, including, without limitation, Declarant, for the performance of services which the Association is obligated or authorized to obtain, such contracts to be at competitive rates then prevailing for such services and upon such other terms and conditions, and for such consideration, as the Board may deem advisable in the Board's sole and exclusive discretion and in the best interest of the Association, provided that the level of service received is consistent with that available from third parties.

SECTION 11. LIABILITY LIMITATIONS. NEITHER DECLARANT, ANY OWNER, DIRECTOR, OFFICER OR REPRESENTATIVE OF THE ASSOCIATION, NOR THE BOARD, NOR ANY MORTGAGEE OF DECLARANT, SHALL BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS OR LIABILITIES OF THE ASSOCIATION. THE DIRECTORS AND OFFICERS OF THE ASSOCIATION SHALL NOT BE LIABLE FOR ANY MISTAKE OF JUDGMENT, WHETHER NEGLIGENT OR OTHERWISE, EXCEPT FOR THEIR OWN INDIVIDUAL WILLFUL MISFEASANCE OR MALFEASANCE, OR INTENTIONAL WRONGFUL ACTS. DECLARANT, DECLARANT'S MORTGAGEE AND SUCH DIRECTORS, OFFICERS AND ANY COMMITTEE MEMBERS SHALL HAVE NO PERSONAL LIABILITY WITH RESPECT TO ANY CONTRACT OR OTHER COMMITMENT MADE BY THEM, IN GOOD FAITH, ON BEHALF OF THE ASSOCIATION. THE ASSOCIATION, AS A COMMON EXPENSE OF THE ASSOCIATION, SHALL INDEMNIFY AND HOLD DECLARANT, DECLARANT'S MORTGAGEE, SUCH DIRECTORS, OFFICERS AND MEMBERS OF ANY

COMMITTEE, HARMLESS FROM ANY AND ALL EXPENSES, LOSSES OR LIABILITIES TO OTHERS ON ACCOUNT OF ANY SUCH CONTRACT OR COMMITMENT TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS. IN ADDITION, EACH DIRECTOR, EACH OFFICER OF THE ASSOCIATION AND EACH MEMBER OF ANY COMMITTEE, AND DECLARANT'S MORTGAGEE SHALL BE INDEMNIFIED AND HELD HARMLESS BY THE ASSOCIATION, AS A COMMON EXPENSE OF THE ASSOCIATION, FROM ANY EXPENSE, LOSS OR LIABILITY TO OTHERS (TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS) BY REASONS OF HAVING SERVED AS SUCH DIRECTOR, OFFICER OR COMMITTEE MEMBER, OR DECLARANT'S MORTGAGEE AND AGAINST ALL EXPENSES, LOSSES AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED BY OR IMPOSED UPON SUCH DIRECTOR, OFFICER, COMMITTEE MEMBER, OR DECLARANT'S MORTGAGEE IN CONNECTION WITH ANY PROCEEDING TO WHICH SUCH PERSON MAY BE A PARTY OR HAVE BECOME INVOLVED BY REASON OF BEING SUCH DIRECTOR, OFFICER, COMMITTEE MEMBER, OR DECLARANT'S MORTGAGEE EXCEPT IN CASES WHEREIN THE EXPENSES, LOSSES AND LIABILITIES ARISE FROM A PROCEEDING IN WHICH SUCH DIRECTOR, OFFICER, COMMITTEE MEMBER, OR DECLARANT'S MORTGAGEE IS ADJUDICATED GUILTY OF WILLFUL MISFEASANCE OR MALFEASANCE IN THE PERFORMANCE OF SUCH PERSON'S DUTIES OR INTENTIONAL WRONGFUL ACTS; PROVIDED HOWEVER, THIS INDEMNITY DOES COVER LIABILITIES RESULTING FROM THE NEGLIGENCE OF SUCH DIRECTOR, OFFICER, COMMITTEE MEMBER, OR DECLARANT'S MORTGAGEE. ANY RIGHT TO INDEMNIFICATION PROVIDED HEREIN SHALL BE EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH A DIRECTOR, OFFICER, COMMITTEE MEMBER, DECLARANT'S MORTGAGEE, OR FORMER DIRECTOR, OFFICER, COMMITTEE MEMBER, OR DECLARANT'S MORTGAGEE, MAY BE ENTITLED. THE ASSOCIATION SHALL HAVE THE RIGHT TO PURCHASE AND MAINTAIN, AS A COMMON EXPENSE, DIRECTORS', OFFICERS' AND COMMITTEE MEMBERS' INSURANCE ON BEHALF OF ANY PERSON WHO IS OR WAS A DIRECTOR OR OFFICER OF THE ASSOCIATION OR ANY COMMITTEE MEMBER AGAINST ANY LIABILITY ASSERTED AGAINST ANY SUCH PERSON AND INCURRED BY ANY SUCH PERSON IN SUCH CAPACITY, OR ARISING OUT OF SUCH PERSON'S STATUS AS SUCH.

SECTION 12. DECLARANT'S MORTGAGEE. Nothing contained in this Declaration shall be construed to impose any obligations or liabilities on Declarant's Mortgagee, Bank One, Texas, N.A. All such obligation or liability is hereby disclaimed. To the extent allowed by law, each Owner's acceptance of a Deed to any Lot shall constitute an acceptance and agreement to such disclaimer.

Executed this 19 day of JANUARY, 1994.

PERRY-BRIGHTWATER, LTD.,
a Texas limited partnership

BY: PSWA, Inc.,
Managing General Partner

BY: Gerald W. Noteboom
Gerald W. Noteboom
Senior Vice President

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 19 day of January, 1994, by GERALD W. NOTEBOOM, as Senior Vice President of PSWA, Inc., a Texas corporation, as Managing General Partner of Perry-Brightwater, Ltd., on behalf of said Partnership.

Mona D. Thompson
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-16-96

Seal Showing Name and Commission Expiration 10-16-96

Mona D. Kompsa
Notary Public in and for the State of Texas

RATIFICATION: LIENHOLDER

Bank One, Texas, N.A., the owner and holder of liens covering the Property, has executed this Declaration to evidence its joinder in, consent to, and ratification of, the imposition of the foregoing covenants, conditions and restrictions, and the subordination of such liens to the foregoing covenants, conditions and restrictions.

IN WITNESS WHEREOF, Lienholder has executed this Declaration to be effective, this the 19th day of January, 1994.

BANK ONE, TEXAS, N.A.

BY: R Ryan Colburn

Name: R Ryan Colburn

Title: Vice President

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 19th day of January, 1994, by R. Ryan Colburn who is Vice President of Bank One, Texas, N.A., a National Banking Association.

Bettye L. Campbell
Notary Public in and for the State of Texas

Seal Showing Name and Commission Expiration

BETTYE L. CAMPBELL
Notary Public, State of Texas
My Commission Expires
JUNE 7, 1994

D:\jk\BrWDeedR

PROPERTY DESCRIPTION FOR MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LAKES OF BRIGHTWATER

195.551 ACRES

Twelve (12) tracts of land out of the William Stafford Survey, A-89 in Fort Bend County, Texas, containing 72.022 acres; 0.849 acres; 0.115 acres; 0.230 acres; 0.076 acres; 16.941 acres; 0.235 acres; 63.134 acres; 31.747 acres; 4.864 acres; 4.764 acres; and 0.574 acres, respectively, and being more particularly described by metes and bounds in the pages attached hereto and made a part hereof.

The foregoing tracts of land will become platted Subdivisions called:

Lakeside Meadow, Sections 1 and 2
Lakeshore Park
Lakeshore Point
Brightwater Estates
Brightwater Point Estates

C:\jk\BriWExhA

EXHIBIT "A"
(33 Pages)

SECOND AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKES OF BRIGHTWATER

THE STATE OF TEXAS *
*
COUNTY OF FORT BEND *

KNOW ALL MEN BY THESE PRESENTS:

This Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Lakes of Brightwater is made this 2nd day of June, 1994, by Perry-Brightwater, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Lakes of Brightwater was filed under Clerk's File Number 9404682 (Volume 2616, Page 221) in the Official Public Records of Real Property of Fort Bend County, Texas, (the "Master Declaration"); and

WHEREAS, the Declarant desires to amend the Master Declaration; and

WHEREAS, in accordance with Article VI, Section 7, of the Master Declaration, the Declarant is authorized to amend the Master Declaration.

NOW THEREFORE, for and in consideration of the foregoing premises and in accordance with the Master Declaration, the Declarant hereby declares as follows:

1. Article III, Section 4, is deleted in its entirety and replaced with the following:

> Section 4. Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set back lines shown on the Plat and the minimum setbacks required by Missouri City, Texas. No building shall be located nearer to a side or rear interior Lot line than allowed by Missouri City, Texas. No main residence building, detached garage, nor any part thereof shall encroach upon any utility easement or be built closer to a street or property line than a building or setback line. For the purposes of this Declaration, eaves, steps and open porches shall not be considered a part of the main residence building; provided, however, that this shall not be construed to permit any portion of a building to encroach on any other Lot. For the purposes of this Declaration, the front of each Lot shall coincide with and be the property line having the smallest or shortest

County, Texas. However, due to a scriveners error, the First Amendment did not contain the Amendment set forth in Paragraph 1 above.

4. Except as expressly amended herein, the Master Declaration, shall remain in full force and effect and is hereby ratified and confirmed.

Executed the day and year first above written.

PERRY-BRIGHTWATER, LTD., a Texas Limited Partnership

BY: PSWA, Inc., Sole General Partner

BY: Gerald W. Noteboom
Gerald W. Noteboom
Senior Vice President

RATIFICATION

PERRY HOMES, a Joint Venture, as an owner of certain lots in the Property (as defined in the Master Declaration), hereby ratifies, confirms and consents to this Second Amendment.

Executed the day and year set forth above.

PERRY HOMES, a Joint Venture

BY: Perry-Houston Interests, Inc.,
Managing Joint Venturer

BY: Gerald W. Noteboom
Gerald W. Noteboom
Senior Vice President

JOINDER OF LIENHOLDER

Bank One, Texas, N.A., is the holder of the lien or liens covering the Property defined in the Master Declaration and has executed this Second Amendment solely to evidence its Joinder in and consent to this Second Amendment, that the rights of the undersigned under the lien documents shall be subject to the terms and provisions of this Second Amendment.

STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 8th day of June, 1994, by R. Ryan Collum, as Vice President of Bank One, Texas, N.A., a National Banking Association, on behalf of said bank.

Seal Showing Name and Commission Expiration

Bettye L. Campbell
Notary Public in and for the State of Texas

BETTYE L. CAMPBELL
Notary Public, State of Texas
My Commission Expires
JUNE 7,1997

C:\DR\BrW1st

AFTER RECORDING RETURN TO:

John R. Krugh
Corporate Counsel
P. O. Box 34306
Houston, Texas 77234

FILED

'94 JUN 10 P4:25

Brianne Nelson
COUNTY CLERK
FORT BEND COUNTY, TEX.

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Records of Fort Bend County, Texas as stamped by me.

JUN 14 1994

COUNTY COURT OF FORT BEND COUNTY, TEXAS

Brianne Nelson
County Clerk, Fort Bend Co., Tex.