

AMENDED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WHITE OAK TRAILS—SECTION 4

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

These Amended Declarations made on the date hereinafter set forth by White Oak Tail Limited, a Texas Limited Liability Partnership, by Gulf Coast National, LLC, General Partner, with its principal office in Humble, Harris County, Texas, hereinafter referred to as “Declarant”.

WHEREAS, Declarant is the owner of certain property known as White Oak Trails, a subdivision in Liberty County, Texas, according to the survey recorded in Volume 1664, Page 542, of the map records of Liberty County, Texas; being all that certain tract or parcel of land containing 1027.4930 acres of land situated in Liberty County and being out of the Beasley Pruitt (aka Pruett League Survey, Abstract No. 97) and being out of those certain tracts described in a special warranty deed dated October 26, 1992, and being filed for record in Volume 1439, Page 855 of the official public records of Liberty County, Texas, and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against White Oak Trails, Section 4, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision:

NOW THEREFORE, Declarant hereby adopts, establishes and imposes upon all of White Oak Trails Section 4, and the lots therein, and declares the following reservations, restrictions, covenants, amendments and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land, shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: APPLICABILITY

All of the property described as: White Oak Trails, Section 4, a subdivision of land in Liberty County, Texas, as shown on a map or plat recorded in Plat No. 2016005602, Map/Plat Records described above and located in Liberty County, Texas; and any other land, lot or lots that have been or are annexed into the jurisdiction of the White Oak Trails Homeowners’ Association, Inc., as provided herein, shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens set forth herein; which shall run with the land and be binding on all parties having rights, title, or interest in said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE II: DEFINITIONS

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

Section 1. "Architectural Control Committee"1 ("ACC") shall mean and refer to the White Oak Trails Architectural Control Committee provided for in Article VII hereof,

Section 2. "Association" shall mean and refer to the White Oak Trails Homeowners' Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 3. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot for profit, for the purpose of selling same to resident thereof.

Section 4. "Building Area" shall mean that portion of the lot within the building setback lines as shown on the recorded plat. Most above ground structures (houses, sheds, etc.) may only be constructed upon that portion of the lot which is within the Building Area.

Section 5. "Common Area" shall mean and refer to any properties real or personal, owned or used by the Association for the common use and enjoyment of Members of the Association, including but not limited to all esplanades, greenbelts, waterways, entryways, recreational reserves and landscape reserves shown on the Subdivision Plats or otherwise within or adjacent to the Properties, whether such areas are owned by the Association or not.

Section 6. "Corner Lot" shall mean and refer to a Lot which abuts on more than one Street.

Section 7. "Declarant" shall mean and refer to White Oak Trail, Ltd, A Texas Limited Liability Partnership.

Section 8. "Dwelling Unit" shall mean any building or portion of a building designed and intended for use and occupancy as a residence by a single person or family.

Section 9. "Easement" shall mean the right of another party (e.g., a utility company, governmental authority, the White Oak Trails Homeowners' Association, Inc., or the Architectural Control Committee) to use a portion of an individual's property for a limited purpose, as set out in a plat, the Declaration, or an Easement agreement recorded in county Real Property Records.

Section 10. "FHA" shall refer to the Federal Housing Administration.

Section 11. "Front Facade" shall mean the most predominant front plane of the dwelling, generally, parallel to the street right-of-way (ROW) and usually defined by the front corners of the dwelling which extend nearest to the side lot lines. The front facade of a dwelling may be a different depth from the front property line on each side of the house, depending on the house design.

Section 12. "Front Yard" shall mean that portion of the lot between the front street

right-of-way (ROW) and a line parallel with and set back ten (10) feet from the front facade of the dwelling.

Section 13. "Improvement" shall mean the placement, construction, alteration or repair of any structure, including but not limited to, adding or removing square footage to or from a structure, painting or repainting a structure, or in any way altering the construction, size, shape or physical appearance of a structure. Improvements may be either permanent, that is, affixed to the ground, or temporary.

Section 14. "Living Area" shall mean all floor space used for living purposes, including storage areas, and including game rooms, servants quarters or other areas used for living purposes over or attached to garage structures, but excluding garage space. All floor plans will be measured as follows:

- A. Square footage will be measured to the outside of exterior walls (i.e., outside of brick veneer, siding, stone or stucco).
- B. Stairs and two story spaces are measured only once.
- C. Air conditioning returns, pipe chases, fireplaces, and non-structural voids are excluded.
- D. Space with a ceiling height of less than six (6) feet will be omitted (i.e. storage below stairs, window seats, or crawl spaces).

Section 15. "Lot" and/or "Lots" shall mean and refer to any plot of land as described above or as described in any replat thereof, (excluding all reserve tracts shown on a subdivision Plat, but including lots hereafter created by a replat of any reserve tracts) and all plats or lots annexed.

Section 16. "Member" shall refer to every person or entity which is an owner.

Section 17. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Properties, 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 18. "Plat" shall mean a plan of land divisions within an area (White Oak Trails) showing individual lots, property lines, Platted Building Lines, streets, certain Easements, etc. Plats are legal documents recorded in the county Real Property Records.

Section 19. "Platted Building Line" shall mean a line established on the Plat of a particular subdivision. No structure, except driveways, fences, sidewalks and landscaping, may extend past the Platted Building Line toward the perimeter of the lot. There may be front, side, and rear Platted Building Lines. Consult a certified property survey for Platted Building Lines for individual lots.

Section 20. "Properties" shall mean and refer to the real property currently within the jurisdiction of the Association and additional lands that may be added to the jurisdiction of the

Association as provided herein.

Section 21. "Rear Yard" shall mean that portion of the Building Area between the rear property line and the rear facade of the dwelling. The rear facade of the dwelling is the predominant rear plane of the residential structure. On a Corner Lot the Rear Yard is defined as that area between the rear property line and the rear facade of the dwelling, and extending to the Platted Building Line of the side street.

Section 22. "Residential Unit" shall mean and refer to any single family home intended for residential purposes, contained within the Properties.

Section 23. "Side Yard" shall mean those portions of the lot between the Front yard and the Rear Yard.

Section 24. "Single Family Dwelling" shall mean detached dwellings for the residential use of a single family.

Section 25. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on a subdivision Plat, or dedicated to the public or County of Fort Bend by separate instrument.

Section 26. "Street Right-of-Way ("ROW")" shall mean that area, both paved and unpaved, which has been dedicated to the County for public access, drainage and utility purposes. Street Rights-of-Way are usually shown on the Plat of a subdivision.

Section 27. "Subdivision" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 28. "Subdivision Plat" shall mean and refer to the recorded maps or plats of the Subdivisions.

Section 29. "Tract" shall mean and refer to any tract of land contained within the Properties other than Common Area and Lots.

Section 30. "VA" shall refer to the Veterans Administration.

ARTICLE III: THE WHITE OAK TRAILS COMMUNITY

This Amended Declaration and the Restrictions, Reservations, Covenants, Conditions, Easements, Charges and Liens of White Oak Trails are recorded in the real property records and are legally binding upon all land, landowners and residents in White Oak Trails Community. This Declaration establishes a homeowners association, White Oak Trails Homeowners' Association, Inc., to administer and enforce the Restrictions. Additional land use and development constraints are found in recorded subdivision plats, utility and other easements, street access limitations and other public documents.

HOMEOWNERS' ASSOCIATION

Section 1. Organization. 1 Declarant have caused 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 Owners.

Section 2. Board Of Directors. The Association shall act through a board of three (3) directors (the "Board of 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. Once there are no longer any Class B members, each director must be a Member of the Association and must live on a Lot within the Association.

Section 3. Officers And Directors. The Association shall indemnify every officer and director against any loss or damage, including a reasonable amount for attorney's fees, and court costs incurred by such officer or director in connection with any action or suit involving a claim against such director or officer arising out of such person having been an officer or director, unless said officer or director is found by a court of competent jurisdiction to have acted in bad faith in the performance or attempted performance of his or her duties. The Association shall maintain adequate officers' and directors' liability insurance to fund this obligation.

Section 4. Membership. Every Owner shall be a Member. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

Section 5. Voting. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Class B Members and shall be entitled to one vote for each Residential Unit or in the absence of a Residential Unit, one vote for each Lot for which they are the Owner. When more than one person holds such interest in any Residential Unit or Lot, the vote for such Residential Unit or Lot shall be exercised as they among themselves determine and advise the Secretary of the Board of Directors prior to any meeting. In the absence of such advice, the vote for such Residential Unit or Lot shall be suspended in the event more than one person seeks to exercise it. Any owner of a Residential Unit which is leased may assign the voting right appurtenant to such Residential Unit to the lessee thereof, and said lessee shall be entitled to exercise said voting right upon furnishing the Secretary of the Board of Directors with a copy of such written assignment.

(b) Class B. Class B Members shall be the Declarant and any successors or assigns of the Declarant who become an Owner for the purposes of developing

and selling the property owned by said Owner in properties. The Declarant shall be entitled to three (3) votes for each Lot for which such Declarant is the Owner, and shall be entitled to three (3) votes for each Forty Thousand (40,000) square feet of land contained within any Tract for which such Declarant is the Owner.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events (i) when the total votes in the Class A membership equal the total votes in the Class B membership, (ii) on December 31, 2020; or (iii) when Declarant records an instrument to such effect in the County Clerk Official Records of Liberty County, Texas.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation Of The Lien And Personal Obligation For Assessments. The Declarant hereby covenants, and each Owner by acceptance of a deed of any portion of the Properties, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree as a covenant running with the land to pay to the association the following:

(a) General assessments of changes. The general assessments or charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and Owners in the Properties and for the improvement and maintenance of the Common Area. Without limiting the foregoing, the total general assessments or charges 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, but not limited to, the following purposes: lighting, improving and maintaining streets, road and subdivision entryway signs, 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 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 Area; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit to 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.

(b) Special assessments for capital improvements. 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 (2/3 rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

All such assessments shall constitute a lien on the Properties, and each Lot within the Properties, such lien being subject to enforcement as provided in Article X, below.

Section 2. Assessments On Property Owned By Declarant And Builders.

Property owned by the Declarant or Builders within the Properties shall be subject to the obligation of payment of the assessments provided for herein at a rate of ten percent (10%) of the amount assessed against property within the Properties owned by Class "A" Members. Declarant covenants that so long as a Class "B" membership exists, and Declarant is in full control of the Board of Directors through their representatives on the Board, the Declarant shall pay any deficiency in the operating budget of the Association.

Section 3. Subordination Of The Lien To Mortgages. As herein above provided, the title to each portion of the Properties 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 portion of the Properties shall not affect the lien in favor of the Association provided, however, the sale or transfer of any portion of the Properties pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such portion of the Properties 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 above, 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 4. Exempt Property. All Common Area, all properties dedicated to, and accepted by, a local public authority, and all properties owned by an 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 Residential Unit which is used as a residence shall be exempt from said assessments and charges.

Section 5. Notice And Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 1(b) above shall be sent to all Members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies of Members entitled to cast ten percent (10%) 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. Date Of Commencement And Determination Of Annual Assessment.

The annual assessment provided for herein shall commence as to all of the Properties on a date fixed by the Board of Directors. The first assessment shall commence on the first day of the month following the initial conveyance of Common Area to the Association, or on such later date as the Board of Directors selects. Such assessment shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose property is subject to assessment. On or before the 30th day of November in each year thereafter in which the Board of Directors determines an assessment should be levied for the following calendar year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against properties in the next calendar year. Written notice of the figure at which the Board of Directors has set the annual assessments shall be sent to every Owner whose property 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 amount of the initial annual assessment shall be two hundred ninety five dollars (\$295.00) per lot. 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 property have been paid. A properly executed certificate of the Association as to the status of assessments on a particular property is binding upon the Association as of the date of its issuance.

Section 7. Maximum Annual Assessments. Amount of all types of assessments imposed under this Article shall not exceed, in any one year, the sum of \$500.00 (the "Maximum Annual Assessment" for each Residential Unit, without the approval of a majority of the total votes of the Class "A" Members. The Maximum Annual Assessment shall automatically be increased on or about January 1, 2011 and January 1 of each year thereafter to an amount determined by multiplying the \$500.00 Maximum Annual Assessment specified above by a fraction, the denominator of which shall be the Consumer Price Index figure, as hereinafter defined, in effect on January 1, 2010, and the numerator of which shall be the most recent Consumer Price Index figure published prior to the date of such adjustment; provided, however, in no event shall the Maximum Annual Assessment for any year be less than the Maximum Annual Assessment for the immediately preceding year. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index, All Urban Consumers, All Items, Houston, Texas (2008 equal 100), or the successor of such index. In the event the Consumer Price Index shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the Consumer Price Index, together with information which will make possible the conversions to the new index in escalating the Maximum Annual Assessments hereunder.

ARTICLE V: PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owner's 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, and such right and easement shall be appurtenant to and shall pass with the title to each portion of the Properties, subject to the following rights of the Association:

- (a) The Association shall have the right 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 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

(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.

(e) The Association shall have the right to establish reasonable rules and regulations governing the Member's 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 one hundred eighty (180) days for any infraction of such rules and regulations.

(f) Upon approval by two-thirds 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 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.

Common areas owned by the Association are for the exclusive use of the Members of the White Oak Trails and access by others persons shall only be as expressly permitted by this Declaration, the Board of the Association and the Members.

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, or contract purchasers who reside on the property.

ARTICLE VI: 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 easement 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. Declarant reserves the right to hereafter enter into non-exclusive franchise agreement(s) with one or more cable television companies. All income, revenue or other things of value paid or to be paid by such cable television company or companies pursuant to any such agreements(s) shall belong to and be paid to the Association. All of Declarant's rights under this Section 3 to enter into agreements(s) for cable television services shall automatically and immediately transfer to the Association at such time as there ceases to be a Class B membership in the Association, as determined by Section 5 of Article III hereof.

Section 3. Utility Easements. A twenty-five (25') foot wide utility easement is reserved inside all lot lines parallel and adjacent to all roadways. A ten (10') foot wide utility easement is reserved inside all lot lines parallel and adjacent to all side lot lines.

ARTICLE VII: ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee and/or its assigns, reviews applications for modifications, improvements or additions on property with existing residential dwellings. Applications are approved or denied on the basis of their conformance to the Declaration as judged by the Architectural Control Committee.

The Architectural Control Committee has the authority to monitor properties for compliance with the Declaration. As a part of the process, the Architectural Control Committee has the authority to periodically inspect improvements during and after construction to determine compliance with the approved applications. The Architectural Control Committee may routinely drive through the community to check for items that may need correction, such as violations of use restrictions and design standards. They also look for property improvements that have not been previously approved by the Architectural Control Committee. If the ACC becomes aware of a violation of the Declaration, the Committee notifies the property owner and requests that the problem be corrected and, when required, that the ACC approval process be completed. The Architectural Control Committee may also evaluate other violations of the Declaration and seek constructive resolutions to these matters.

An affected party may file a written appeal of any Architectural Control Committee decision. The Committee will hear and rule upon the appeal of any such decision as quickly as possible. All decisions of the Architectural Control Committee are final and binding.

A. COMMITTEE STRUCTURE

Section 1. Committee Membership. The Architectural Control Committee members shall be initially composed of three (3) members. The Architectural Control Committee members may, by majority vote, designate a representative to act for them. Declarant hereby retains its rights to assign those duties, powers and responsibilities of the Architectural Control Committee to the White Oak Trails Homeowners' Association when one hundred percent (100%) of all lots and all subsequent sections of White Oak Trails are occupied by residents, and term "Architectural Control Committee" shall include the Association, as such assignee. At any time, the then record owners of a majority of the Lots shall have the power through a duly

recorded instrument to change the membership of the committee or restore to it any of its powers and duties. The address of the Architectural Control Committee is P. O. Box 2315, Humble, Texas 77347. 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.

Section 2. Term. The duties and the powers of the Architectural Control Committee and of the designated representative shall cease on December 31, 2025. Thereafter, the approval described in this covenant shall not be required, and all power vested in said Committee by this covenant shall cease and terminate; provided, that any time after December 31, 2025, whether or not the term of the Architectural Control Committee specified above shall have expired, by a two-thirds (2/3) vote of the members present and voting, the Board of Directors of the White Oak Trails Homeowners' Association may assume the duties and powers of the Architectural Control Committee, and thereafter the Board of Directors of the Association shall have all of the rights, benefits and powers provided herein for the Architectural Control Committee.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 4. Hold Harmless. It is the duty of the owner and any contractor or consultant employed by the owner to determine that the proposed improvement is structurally, mechanically, and otherwise safe, and that it is designed and constructed in compliance with The Declaration, any applicable governmental regulations, and sound practices. Neither White Oak Trails Homeowners' Association, Inc., the Architectural Control Committee, nor any officer, director, employee or member thereof (the "Indemnified Parties"), shall be liable for damages or otherwise because of the approval or non-approval of any improvement, or because of any act or omission in connection with the construction of improvements on any lot. Each applicant for plan approval agrees to release, indemnify and hold the Indemnified Parties harmless from any claim, liability, damage, suit and attorneys' fees arising out of any action or omission of any of the Indemnified Parties with regard to the administration, implementation or enforcement of any of the provisions of the Declaration, including any claims, liability, damages, suits and attorneys' fees resulting from the negligent acts of one or more of the Indemnified Parties.

B. APPROVAL PROCESS

Section 1. Approval of Building Plans. No building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament, except landscaping (landscaping defined as "living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth; i.e. bark, mulch, etc."), shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to or change or alternation, other than landscaping, be made to the Lot, improvements, appurtenances, or corporeal hereditament, until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and

finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of White Oak Trails Community Association. This includes, but is not limited to: building additions, remodeling, exterior color changes, fences, play structures, decks, paving, patio structures, new garages, garage conversions, satellite antennas, lighting, swimming pools, spas, storage buildings and compost bins. In addition to plan review to determine compliance with the specific requirements of the Declaration, the Architectural Control Committee will review all plans for architectural compatibility. Architectural compatibility is defined as an agreeable relationship in, and in some instances actual continuity of, architectural style, mass, proportion, scale, materials, color, and design detail.

An owner or their authorized agent wishing to begin a modification or home improvement project must obtain written approval from the ACC in advance. Application forms for home modifications or improvements and copies of the Restrictions, Reservations, Covenants and Conditions herein are available from the White Oak Trails Homeowners' Association, Inc., or its Management Company.

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 Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion.

All improvements except painting or re-roofing require a copy of the property survey (received at the closing of the purchase of your home, or available from your title company) showing the location of all existing and proposed improvements clearly drawn to scale thereon. All applications for improvements require scale construction drawings and elevations. Color samples or chips are required for all painting applications. Sample materials may also be required for roofing, siding, or other improvements. This list is not all inclusive and may be changed from time to time.

Nominal fees may be established to help defray the expenses associated with the review of each type of improvement. These fees established by the White Oak Trails Homeowners' Association, Inc., Board of Directors, may vary from time to time and are based on the complexity of the project proposed.

The proposed access route for construction must be included in the application. If the access is through adjacent property (i.e., open space reserve, drainage easement, vacant lot, etc.) written permission from the adjacent property owner and a preconstruction photograph of the proposed access route must be provided along with the application.

The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive. Once the completed application and any supporting information and/or sample materials have been submitted and the application fee (if any) paid, the ACC reviews the documents. Following review, a notice of action of the ACC will be given to the Owner describing the action taken on the Owner's application. The application will be approved, approved conditionally with

modifications, or disapproved. If a completed application accompanied by all required fees and supporting information has not been approved, conditionally approved or disapproved within thirty (30) days following receipt of the required documents, the same shall be deemed approved and the related Restrictions, Reservations, Covenants and Conditions set out herein shall be deemed to have been fully satisfied. Following ACC approval, construction may proceed immediately. Except for the original construction of a home and related improvements, which must be completed within nine (9) months of plan approval, or unless indicated otherwise in the approval notice, approved applications are valid for one hundred twenty (120) days from the date of approval, and construction must be completed within that time.

If a proposed project is not approved by the ACC, the applicant may appeal the decision to the Committee. The appeal must be made in writing to the Committee within ten (10) days of receipt of the ACC decision. The Committee will hear and rule on the appeal as promptly as possible. All decisions of the Committee will be final. Appeal can be made by addressing a letter to the Committee stating the ACC decision and the objection to that decision.

The approval or lack of approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Architectural Control Committee approval is not approval by an Easement holder.

There can be no duplication of the same or similar plan on any adjacent lot.

Section 2. Exceptions to the Requirement of Plan Approval. Notwithstanding the foregoing, no application or approval is required for the following:

- 1) The construction or installation of temporary decorative lighting, which shall not be in place more than 90 days.
- 2) The construction or installation of electrical wiring, devices, appliances, apparatus or equipment operating at less than 50 volts and not capable of supplying or controlling more than 50 watts of energy.
- 3) The construction or installation of sound equipment, private or public telephone system, thermostat wiring or burglar alarm system; provided, however, a permit shall be required to wire any such system to the source of electricity.
- 4) The construction or installation of electrical wiring, apparatus, devices, appliances or equipment to be installed by an electric public service company for the use of such company in the generation, transmission, distribution, sale or utilization of electrical energy. However, an electric public service company shall not do any wiring on a customer's premises other than wiring which is part of the company's distribution system, which shall be construed to include metering equipment wherever located and transformer vaults in which company's transformers are located; nor shall any of its employees do any work other than that done for said company as provided for herein by virtue of this exception.
- 5) Installation or repair of gas meters by the utility organization supplying gas, gas piping installations of the utility organization made on their own or

public premises and part of the general gas supply and distribution for White Oak Trails.

- 6) Repair or like-kind replacement of an existing improvement which has been approved by the ACC. It is the Owner's responsibility to verify the original ACC approval of the improvement. The ACC records will aid the Owner in determining the conditions of the original approval and the approved size, color, and placement of the improvement.
- 7) Landscape timbers and bricks without mortar do not need Architectural Control Committee approval unless they exceed a height of two (2) feet.
- 8) Other improvements which are explicitly exempted herein from application requirements.

Section 3. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and the Architectural Control Committee shall not be bound thereby.

Section 4. Applicable Codes and Restrictions. The homeowner and contractor employed by the owner must comply with the most current adopted applicable codes and ordinances, including, but not limited to, the following, with respect to any proposed improvements.

- a. The Covenants and Restrictions
- b. CABO One Family Dwelling Code, the most current Edition, published by The Council of American Building Officials.
- c. National Electrical Code, the most current Edition.
- d. Standard for Residential Swimming Pools, the most current edition as published by the National Spa and Pool Institute.
- e. Applicable City, County, State and Federal laws and regulations

The Declaration shall not be construed to permit any action or thing prohibited by the applicable building codes, or law, rules or regulations of any governmental authority. In the event of any conflict, the most restrictive provision of such building codes, laws, rules, regulations, deeds, leases or the Declaration shall be taken to govern and control.

Section 6. Variances. Articles VIII and IX of this Declaration contain a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. Variances to the Restrictions, Reservations, Covenants and Condition herein may be granted at the sole discretion of the Committee when it can be demonstrated that strict compliance would create an undue hardship by depriving the owner of the reasonable utilization of the site, or where unusual circumstances or characteristics which affect the site make strict compliance unpracticable. No variance will be granted unless the general purposes and intent of the Declaration is maintained. Any variance granted shall only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any Restrictions, Reservation, Covenant or

Condition as they apply to other sites or conditions. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owners of the Lot(s) relative to which such variance has been requested describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans, and specifications applicable to an approved carport) and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section A(1) above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the terms of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

ARTICLE VIII: ARCHITECTURAL RESTRICTIONS

Section 1. Type of Residence. Those lots shown on the plat of White Oak Trails, Section 4, are restricted as follows: No building shall be erected, altered or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only, and not to exceed three (3) stories in height. All barns, stables or outbuildings must be approved by the ACC prior to construction or erection on the property. Only two outbuildings are permitted per lot and all outbuildings must be located entirely behind the residence structure. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. No Modular homes, manufactured homes or travel trailers are allowed.

Section 2. Living Area Requirements Those lots shown on the plat of White Oak Trails, Section 4 are restricted as follows: The ground floor area of any one-story single family dwelling, exclusive of open porches and garages, shall contain not less than one thousand, one hundred twenty (1120) square feet. The ground floor area of any one and one-half story or two story single family dwelling, exclusive of open porches and garages, shall contain not less than nine hundred (900) square feet, and the total floor area of any such single family dwelling, shall

contain not less than one thousand, six hundred (1600) square feet.

Section 3. Location of residence on Lot. No structure shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback lines shown on the recorded Subdivision Plat or Replat; however, in no instance shall a building be located nearer to the front property line than fifty (50) feet unless approved in writing by the Architectural Control Committee. No building shall be located on any utility easement. The main residential structure shall not be located on any lot nearer than thirty (30) feet from the rear property line. No part of any house, building, carport or garage shall be located nearer than fifteen (15) feet to an interior side lot line or thirty five (35) feet to any exterior lot line on a corner lot. No residence shall be located nearer than thirty (30) feet to the rear lot line, but an attached or detached garage may be located no nearer than ten (10) feet from the rear lot line. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence, provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. Fences are not subject to the setback restrictions, except that no fence may extend beyond the front building line of the residence without Architectural Control Committee approval. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line. All paving, driveways, patios and sidewalks must observe the Easements and Platted Building Line limitations on all sides of the lot except at that point where crossing easements adjacent to the street R-O-W.

Section 4. Composite Building Site and Minimum Lot Size. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate such Lots into one building site with the privilege of placing or constructing improvements on such resulting site.

In the event an owner of one or more Lots consolidates two Lots or less into one composite building site, each composite building site so constituted shall be considered one Lot for purposes of all restrictions, covenants, and conditions imposed against the property, including, but not limited to, maintenance assessments, memberships in the Association and voting rights as set forth in Articles III and IV, respectively. In the event of a consolidation of more than two Lots into one composite building site, each Lot or portion thereof over two Lots shall be considered as an additional Lot or Lots for purposes of maintenance assessments as set forth in Article IV, but the composite building site shall be considered as one Lot for all other purposes.

Section 5. Type of construction The front façade and the side walls of the exterior wall area of all residences below eight (8) feet above the foundation (excluding detached but not attached garages, gables, windows, and door openings) must be of masonry, masonry veneer or brick veneer, log, or Harde Plank, unless approved in writing by the Architectural Control Committee. Each main residence building shall face the front building line.

Section 6. Exterior Elevations. The front elevations of the residence must be oriented to the street and on a corner lot towards the street adjacent to the narrower property boundary.

Section 7. Foundations. At no point along the perimeter of the house slab shall the top of the finished floor elevation be less than fourteen and one half (14 ½) inches above natural grade. The slab elevation for Living Area shall also be a minimum of one (1) foot above the FEMA 100 year flood plain elevation. No more than eighteen (18) inches vertical dimension of any concrete foundation is to be exposed to view. Porch slabs intended to be converted to Living Area must be brought up to the above levels.

Section 8. Roof Material The roof of any home constructed on a Lot shall be constructed or covered with (1) asphalt or composition type singles of 230# or heavier weight with a color that would approximate the color of the weathered cedar shingles, (2) tile, or (3) metal. All tile or metal roofing materials must be approved by the ACC prior to installation. The decision regarding acceptable colors for composition shingles shall rest exclusively with the Architectural Control Committee. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 9. Mailboxes Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community.

Section 10. Air Conditioners No window or wall type air conditioners shall be permitted in any residence, but the Architectural Control 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 11. Safety Access. If vehicular access to any Single Family Lot is restricted by a fence, gate or other barrier, a key box or other means of access for fire-fighting and other emergency vehicles must be installed and maintained at all times in accordance with plans approved by the ACC.

Section 12. Drainage. The Owner is legally required to ensure that the placement of any structure or improvement and associated landscaping does not halt or materially impede drainage flowing off of a neighboring tract, and does not redirect the flow of or significantly increase the amount of water flowing onto a neighboring tract.

Section 13. Private Utility Lines. 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 unless otherwise approved in writing by the Architectural Control Committee.

Section 14. Roof Stacks All roof stacks and flashing on any Lot must be painted to match the exterior color of the house constructed on such Lot.

Section 15. Maximum Height of Antenna No radio or television aerial wires, radio, or television antenna, shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style, be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said

Lot. No antenna of any style, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot. No satellite dish of any kind which is visible from any ground location off the Lot shall be maintained on any portion of any Lot unless such satellite dish is adequately screened from view. All screened enclosures must have prior approval from the Architectural Control Committee.

Section 16. Plumbing. All water and sewer connections for additions or remodeling projects must be tied to existing dwelling connections.

Section 17. Smoke Detectors. All new home construction, additions or remodeling shall include the installation of one or more photoelectric type smoke detectors in each Dwelling Unit, powered by alternating current with a battery backup. The number and location of smoke detectors shall be sufficient to provide a clear, audible alarm to occupants of each bedroom or other sleeping area. The addition of a bedroom or other sleeping area to a Dwelling Unit shall likewise require the installation of a photoelectric type smoke detector providing a clear audible alarm to occupants of the added sleeping area, if such detector is not pre-existing. Smoke detectors must be of a type tested and listed by Underwriters Laboratories, Inc., Factory Mutual Research Corporation, or United States Testing Company, Inc. All new construction, additions or remodeling shall include the installation of all wiring necessary for connection of the smoke detector(s) required herein.

Section 18. Miscellaneous.

Carports must be architecturally compatible with the residence and adjacent properties. Aluminum or steel carports are not acceptable unless trimmed to be architecturally compatible with the dwelling in material and color.

Living Area above a garage will be permitted only when that newly created Living Area respects the building set back lines required for Living Area established for the dwelling for that lot.

On Corner Lots, an addition to an existing garage or an additional garage which fronts on the side street must be at least thirty five (35) feet from the side property line and respect all other location requirements established by the Declaration.

Section 19. Driveways. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street right of way, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

- a) The maximum width of a driveway shall not exceed twelve (12) feet, except as specifically required for access to a garage, carport or porte cochere (i.e. 16 ft. x 16 ft. entry pad or 16 ft. x 30 ft. for side loading garages).
- b) All driveways shall be constructed of concrete, unit masonry, asphalt or gravel.
- c) If an existing driveway or parking area is proposed to be enlarged or

- extended, the new materials must match those of the existing driveway.
- d) Driveway color must be in the gray, brown or black range. Acceptable materials include but are not limited to:
1. Textured concrete
 2. Patterned concrete
 3. Colored concrete
 4. Interlocking pavers
 5. Exposed aggregate concrete
 6. Brick
 7. Asphalt
 8. Gravel
- f) Circular driveways can be approved for lots having a minimum width of eighty-five (85) feet where a sixteen (16) foot turning radius can be achieved, where recorded subdivision plats do not limit street access.

Section 20. Patios. Patios may not extend past the Platted Building Lines of the lot. If an existing patio is proposed to be enlarged or extended, the new materials must match those of the existing patio. Patios may be constructed of concrete, unit masonry, or stone. No asphalt patios are permitted. Wooden patios may be approved under the "Deck" Section.

Section 21. Fences. All front yard fences and side yard fences that face a main road or secondary road must be constructed of white vinyl with 3 rails and approved by the Architectural Control Committee. Other side yard and rear fences may be chain link, barbed wire, wrought iron or wood. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction.

- a. No hedge in excess of four (4) feet in height, walls or fence shall be erected or maintained nearer to the front Lot line than 50 feet from the plane of the front exterior wall of the residence.
- b. No fence, wall, hedge, shrub planting shall be placed within twenty-five (25) feet of any street Right-of-Way.
- c. No fence, wall, hedge, shrub planting or thing which obstructs sight lines at elevations between two (2) and eight (8) feet above the Street within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines extension thereof, shall be placed, planted or permitted to remain on any corner Lots.
- d. Fence construction within any easement is at the risk of owner. Construction within the Easements on the lot requires staking by all utility companies prior to construction. Proper clearances must be maintained around all transformer cabinets. It is the Owner's responsibility to consult with each utility company prior to the start of construction and to comply with their requirements.
- e. Fencing within any drainage Easements, sanitary sewer Easements, or water line Easements requires the prior written consent of the holder of the easement. With the

approval of the appropriate entity solid fencing can be permitted across a designated Sewer or Water Line Easement and across a Drainage Easement or Storm Sewer Easement if that fence is constructed so as to provide a sufficient opening to allow for the free flow of water across the lot. Contact the holder of the easement if the survey reveals drainage, storm sewer, sanitary sewer, or water line Easements on the lot. Fences permitted under this paragraph will not serve as or waive the requirement for a security fence surrounding a pool or spa if the opening for drainage exceeds the permitted opening for a pool security fence.

f. Fencing within pipeline Easements requires the prior written consent of the pipeline company. Consult a property survey for information about pipeline Easements on your lot.

g. Fencing on the rear or side property lines of lots which adjoin a street ROW may be further restricted to a single design in the interest of overall architectural street continuity. Fencing finished on one side only must be constructed with the "finished" side facing outward from the lot and toward the adjacent street, lot, open space reserve, vegetation reserve, or tract of land. The unfinished side of tile fence shall not be visible from any street, vegetation reserve, open space reserve, neighboring lot, or tract, unless located more than 85 feet from the property line of the street, vegetation reserve, open space reserve, lot, or tract from which it is visible.

i. When wrought iron fencing is connected to wood, the exposed portion of wooden construction rails visible to adjacent property must be finished to conform with paragraph (h) above. Care must be taken to assure that the construction and maintenance of any fence does not impose on neighboring properties.

j. Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Subdivision Plat or Replat or as required by the FHA or VA, shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require said protective screening areas, then, whether or not the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed according to FHA or VA requirements.

Section 22. Awnings, Greenhouses, Trellises, Patio Covers, and Utility Buildings This section is applicable to all arbors, awnings, trellises, greenhouses, patio covers, utility buildings, and any other structures attached to the dwelling, which do not include plumbing or electricity or encompass a roofed area of greater than one hundred twenty (120) square feet or a floor area elevated more than thirty (30) inches above natural grade.

If a proposal includes an attached structure with electricity, plumbing (including fuel supply system), roofing of more than one hundred twenty (120) square feet in area, or a floor area elevated more than thirty (30) inches above natural grade, it should be applied for as an Addition/Remodeling project. Detached structures are regulated under the Detached Out Building Section.

Improvements constructed under this Section may not be located on any Easement and must respect the Platted Building Lines. In addition to Easements and Platted Building Lines,

building set back lines must also be observed. Attached arbors, trellises and patio covers will be permitted in the Rear Yard or Side Yard only. Proposals for similar structures in the Front Yard will be reviewed on a case by case basis.

Awnings are generally not acceptable on the street side of a dwelling. Awnings must have a simple, straightforward design and be consistent with the architectural style and scale of the residence. Awnings must be of a solid muted earthtone color. The fabric, frame colors, and materials must be compatible with the dwelling. Any application to install awnings must include an elevation drawing of the residence showing the proposed awnings (drawn to scale), along with a sample of the proposed awning material and color.

Section 23. Swimming Pools/Spas. This section is applicable to all swimming pools, spas, including portable spas, located or to be constructed on Single Family Lots in White Oak Trails.

- a. No construction is allowed within any Easement. Neither the pool/spa (including any filters, pumps or other mechanical systems) nor any associated decking may be located within any Easement area. These areas are reserved for the purpose of providing a buffer between lots and for the purpose of providing utilities, drainage and vegetative screening.
- b. No pool or spa may encroach upon a Planned Building Line. Pool and spa enclosures must be located within the building set back lines designated for each lot. If an enclosure is contemplated, the pool or spa should be designed to fit within the building set back lines. Pool/spa enclosures require separate review and approval under the Additions/Remodeling Section. Pools and spas must be located in the Rear or Side Yard. Pool and spa equipment must be screened from public view at ground level from adjacent streets or properties, and be placed so as to minimize the impact on adjacent properties. Excess soil from a pool or spa excavation must be removed from the site (A description of the soil excavation and disposal plan must be included with any application for pool construction).
- c. All swimming pools and spas, including portable spas, must be completely surrounded and secured with a barrier system designed to inhibit access to the pool, spa, or hot tub, in accordance with Appendix F of the 1990 and 1991 Amendments to the CABO code entitled "Barrier for Swimming Pools, Spas and Hot tubs". Barrier system must also comply with the Fence Section as adopted by the ACC and any other applicable Sections.
- d. A continuous temporary safety barricade of not less than four (4) feet high securing the area is required around any pool or spa excavation at all times and must be in place prior to construction.
- e. In addition to the CABO code applicable to all improvements, swimming pools and spas and all related equipment and appurtenances must be constructed and operated in compliance with the Declaration, this Section and the most recent edition of the Standard for Residential Spas and Pools adopted by the National Spa and Pool Institute.
- f. All pipes and overflow drains must be kept clear of the Easement areas and must be connected to the storm drainage system or sanitary sewer system or be directed away from neighboring lots.

- g. Swimming pool lights, spa lights and any other lights proposed for the pool or spa area, including lights over the equipment, must be included on the plan for review and approval.
- h. All pool and spa decks and deck equipment, including, but not limited to steps, ladders, stairs, diving boards and slides, shall meet the requirements of Minimum Recommended Standards for Residential Pools and Spas by the National Spa and Pool Institute.
- i. A pool slide must not exceed eight (8) feet in height as measured from natural grade and must be situated so as to minimize impact on neighboring lots.
- j. Requirements for pool or spa enclosures, including screened enclosures, are outlined in the Additions and Remodeling Section and a separate application and approval is required.
- k. All pool/spa enclosures must respect all Easements, Platted Building Lines and be located within the building set back lines for each lot.
- l. Waterfalls must be shown on the pool plan with an accompanying elevation drawing to indicate height and width of the fall. No waterfall or associated berm may be located on any easement. All pipes and plumbing must be suitably enclosed or screened from view. Waterfalls and berms may not exceed five (5) feet in height.
- m. Above ground pools and spas will be considered for approval on a case by case basis.
- n. External piping must be screened from view.
- o. All decking around the pool and spa must be at ground level except for a single entry deck no more than four (4) feet above grade, no greater than four (4) feet wide and of a length no greater than five (5) feet along the circumference of the pool at the entry point. The entry deck and all other decking must be applied for and approved separately and must conform to the Deck Section.
- p. Six (6) foot solid property line security fencing is required around above ground pools.
- q. Any proposal for the installation of a pool or spa must provide a grading plan showing the flow of surface water onto and off of the lot at each corner and at the middle of each of the lot boundaries with a description of the changes in surface water flows that will result from the proposed improvement.
- r. Acceptable materials for in-ground pool and spa construction are as follows. Any other proposed materials will be subject to review and approval on a case-by-case basis.
 - 1. Granite
 - 2. Poured-in-place concrete
 - 3. Fiberglass shell
 - 4. Hybrid fiberglass
 - 5. Vinyl liner

Section 24. Decks. Any proposed second story deck or balcony must be applied for as an addition to the home.

- a. All decks must observe the Easement limitations on all sides of the lot.
- b. Front and Side Yard decks must observe all Platted Building Line setback

requirements in addition to the Easement limitations. Decks must be architecturally compatible with the existing dwelling.

c. Front Yard decks will be considered for approval when such decks are integrated into the overall "entry sequence" of the dwelling (i.e., connecting segments of an entry walkway or steps to accommodate grade changes), or are designed to take advantage of or preserve vegetation, drainage, or topographic features of a particular lot. The impact of any Front Yard deck on the privacy of adjacent neighbors and on the aesthetic integrity of the neighborhood are major factors to be considered in the approval of any Front Yard deck.

d. All framing and decking materials are to have a natural decay resistance or be chemically treated to provide resistance to decay and termite infestation. Metal supports and anchors should be corrosion resistant.

e. All exposed wood members shall be left to weather naturally or stained to match house or trim color.

f. Modifications or additions to existing decks must maintain consistency of design, materials, color and detailing of the existing deck.

g. Deck railings are required if the deck is over thirty (30) inches above grade and when used, must be of a design compatible with the dwelling and the deck. Deck railings for elevated decks must be at least thirty-six (36) inches high with intermediate rails or enclosures not allowing passage of an object six (6) inches or more in diameter.

h. If a deck over thirty (30) inches above grade includes a stairway to grade, a railing for the stairway is required. The stair railings must be at least thirty-six (36) inches high with intermediate rails or enclosures not allowing passage of an object six (6) inches or more in diameter. The railings must be compatible with the deck railing in design. The stair treads must be compatible with the deck in design.

i. Any proposed elevated deck must be compatible with the architectural style of the dwelling, respect the overall aesthetic integrity of the neighborhood, and be designed so as to minimize impact on adjacent neighbors or property.

Section 25. Detached Buildings, including detached utility buildings, greenhouses, gazebos, barns, workshops and screened enclosures. Detached buildings, as indicated above, are defined as unenclosed, un-air conditioned structures that are detached from the residence or garage. Detached garages, pool enclosures, pool cabanas, carports, and other large or complex structures including new plumbing, electrical wiring, changes to the fuel supply system, and/or one hundred twenty (120) square feet of roofed area or which are elevated more than thirty (30) inches above the ground must obtain approval from the ACC as Home Construction, Additions or Remodeling.

a. Only one story detached buildings are permitted, such as barns or stables; however, none shall exceed 16 feet in height.

b. All decks and walkways or other appurtenances associated with a detached utility building must be approved and in compliance with the appropriate Section.

c. No detached buildings, either permanent or temporary may be located within any Easement or encroach upon any Platted Building Line or Building Set Back Line. These areas are reserved for the purpose of providing a buffer zone, utilities, drainage and screening between lots. Consult a recent certified survey and the recorded plat of the

subdivision for details on easement locations and Platted Building Line locations.

d. Detached buildings must be located in the Rear Yard of all lots at least twenty (20) feet behind the rear line of the dwelling.

e. Detached buildings must be located such that the applicant is the Primary Viewer of the structure.

f. All buildings shall be compatible with the original architectural character of the existing dwelling and be kept in good order and repair.

g. Detached Utility Buildings. For purposes of this Section, detached utility buildings are defined as storage sheds, prefabricated metal storage buildings, and other similar structures which are not attached to the house. The maximum floor area of detached utility buildings is 5000 square feet. Construction materials for Detached Utility Buildings may include Harde plank, wood or metal.

h. Detached Greenhouses. For the purposes of this Section, a detached greenhouse is any detached "garden room", potting shed or other similar structure. Attached greenhouses or "garden rooms" are considered to be additions to the home. This Section is not intended to apply to temporary shelters which protect plant material from cold weather during the winter months. Such temporary shelters designed to protect plants for the winter season must be located in the Rear Yard and may be erected no sooner than December first, and must be removed by the following March first.

1. The maximum floor area of a greenhouse is one hundred twenty (120) square feet, with a maximum height limitation of ten (10) feet, measured from the ground to the highest point of the greenhouse.

2. In addition to the size and height limitations noted above, the size of the greenhouse must be in proportion to the dwelling and lot.

3. Acceptable construction materials for greenhouses include, but are not limited to: Wood frame (redwood, cedar, treated pine); Aluminum or steel frame (finished in a forest green, brown or dark bronze); Flat rigid plastic panels (polyester resin or vinyl clear or neutral colors); Flat glass panels (safety glazing as may be required by applicable building codes); Brick to match existing home or cinder block knee wall which must be finished to match home or painted brown or a neutral or dark stucco color.

4. interior sunshades may be greenhouse shade cloth or aluminum shades in a muted earthtone color, preferably gray, dark green, or black. Exterior sunshades must be aluminum, colored to match the greenhouse.

5. All greenhouses must be supported by a suitable concrete or pier foundation. All wood foundation elements must be preservative treated against moisture and insects.

i. All detached gazebos and screened enclosures must be compatible with the original architectural character of the dwelling and be proportionate to it and the size of the lot.

Section 26. Temporary structures. No structure of a temporary character, whether

trailer, basement, tent, shack, or otherwise shall be maintained or used on any Lot for any purpose, with the exception of lawn storage or children's playhouses provided such lawn storage and children's playhouses have the consent of the Architectural Control Committee; provided, however, the Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. No garage, barn or other outbuilding shall be used at any time as a residence. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must be reconverted to a functional garage.

Section 27. Grass, Shrubbery, Storage, Laundry and Playground equipment. The Owner of each Lot used as a residence shall either sod or seed with grass the area between the front of his residence and the drainage ditch line of the abutting Street and the side yard of such Lot from the side fence out to the drainage ditch on all corner Lots. Dead or damaged trees, which might create a hazard to property or to 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. 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 Declarant or Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment and shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage or materials and equipment except for normal residential requirements or as incident to construction of improvements thereon as herein permitted.

The drying of clothes in full public view is prohibited and the owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view, shall construct and maintain a drying yard or other suitable enclosure (with written Architectural Control Committee approval) to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family.

All playground equipment on a Lot must receive prior written approval of the Architectural Control Committee and must be placed at the rear of the Lot and must be placed behind a fence if the Lot is fenced.

Section 28. Yard Art. For purposes of this Section, "yard art" is defined as including, but not limited to, the following: flags, flagpoles and banners, sculpture or other artwork, fountains, decorative accessories, such as flamingos, windmills, birdbaths, wind vanes, totem poles, wishing wells, etc., and temporary seasonal yard displays.

- a. All yard art must respect all Easements on all sides of a lot.
- b. If the yard art element (such as a flag pole, sculpture base, etc.) requires a foundation, then the element must also respect all Planned Building Lines and setback

requirements in addition to Easement setbacks.

c. Yard art must be in good taste and compatible with and appropriate in scale and massing to the architectural character of the dwelling and the residential neighborhood.

d. Yard Art located in the Front Yard of a lot must be located a minimum of thirty five (35) feet back from the front property line or Forty (40) feet from the street paving edge, whichever is greater and must be approved in writing by the Architectural Control Committee.

f. Temporary and seasonal yard displays and seasonal yard art may be displayed for a period not to exceed six (6) weeks.

ARTICLE IX: USE RESTRICTIONS

Section 1. Residential Use. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex house, apartment houses or the placement of mobile homes or trailers on the Lots.

Section 2. Permitted Hours for Construction Activity. Except in an emergency or when other unusual circumstances exist, as determined by the Architectural Control Committee, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 10:00 p.m.

Section 3. Business in the Home. Conducting a profession or home industry in or on any part of a residential lot, or in any improvement thereon, without the specific written approval of the ACC is prohibited. Written approval for the conduct of a profession or home industry on a residential lot or in any improvement located thereon will be granted only if it is incidental to the primary use of the lot as the residence of the person or persons who desire to conduct a profession or home industry upon said lot, and after consideration of the circumstances of each individual application, the profession or home industry is shown to be compatible with the residential neighborhood. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

A residential lot and the improvements thereon must basically and primarily remain a dwelling unit. A profession or home industry is prohibited if it meets any of the following criteria:

a. The street address of the profession or home industry is advertised in a public medium (newspaper, radio, television, yellow pages, trade journals, etc.) or in any public manner.

b. Twenty-five percent (25%) or more of the floor area of the residential dwelling unit or fifty percent (50%) of the floor area of the garage is used for a business related activity (storage of materials or equipment, office space, etc.).

- c. The profession or home industry employs persons not living at that location but who work at or travel to the residential lot in connection with the business operation.
- d. Clients, customers or other persons frequently travel to or from the residential lot in connection with the profession or home industry.
- e. The profession or home industry causes noise, dust, light, vibration, odor or pollutants which emanate onto any adjacent residential lot in an amount which does or may reasonably constitute a nuisance to adjacent residential lot owners.
- f. The profession or home industry causes or results in trucks with a licensed or rated capacity greater than one ton, tractor-trailer cabs or trailers, or other vehicles, equipment or supplies being openly stored upon or parking nearby said residential lot.
- h. Any sign or other writing displaying the name or identity of the profession or home industry (except signs attached to a vehicle, if that sign does not include the home address) is located upon said lot in a manner so that same is visible from any public or private street.
- i. The profession or home industry is conducted upon any portion of the lot which is visible from a public or private street.

The above list is not intended to be all-inclusive. Any profession or home industry which infringes upon the residential character of the surrounding neighborhood will generally be prohibited.

Section 4. Home Maintenance. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubs, and the painting (or other appropriate external care), of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management.

The owners 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 materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator as permitted by law).

Each owner shall be responsible for maintaining and cutting the ditches and culvers that border their property from their property line to the edge of the road. Said maintenance shall include the cutting of grass, weeds, living plants, and the removal of any debris that might stop or impede the drainage of the ditch or culvert.

Section 5. Trash and Materials Storage. The open storage of lumber, metals, bulk materials, refuse or trash on any Lot is prohibited. 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.

- a. Trash and refuse shall be placed in sturdy; water tight, enclosed containers or plastic bags of a size and weight not exceeding the limitations of the waste hauler.

- b. 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.
- c. 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.
- d. Any resident desiring to place trash for collection may place the container on or near the street line in front of his residence no earlier than 6:00 p.m. the day prior to that designated for pickup.
- e. The resident shall remove the emptied containers from the street, yard or driveway not later than 8:00 p.m. of the day that the trash or refuse has been collected.
- f. No resident shall leave any trash container at the street line or in the yard, driveway or other visible location except as indicated above.
- g. Trash and refuse containers shall be stored in such a manner that they cannot be seen from the street or from adjacent and surrounding property.
- h. The Accumulation or storage of hazardous materials is prohibited. This prohibition includes, but is not limited to, explosives, hazardous waste or other toxic materials and the storage of flammable liquids, except normal quantities of common household products, and not more than five (5) gallons of gasoline, kerosene, or liquefied petroleum gas.

Section 6. 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. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so 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. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time of construction is commenced and may be maintained thereof for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 7. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be engaged in on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be, or may become, an annoyance or a nuisance to the Neighborhood. This is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 8. Parking and Storage of Cars, Boats, Trailers, RV's and Other Vehicles

- a. Parking on public streets, private streets, or shared private driveways is prohibited except for temporary situations.

b. Parking of vehicles shall be only on concrete, asphalt or other approved hard surface material. Parking on lawns, ditches, open space areas, dirt, or grassy areas is prohibited.

c. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle does not exceed either six feet, six inches (6' 6") in height, and or seven feet, six inches (7' 6") in width and or twenty-one feet (21') in length and is concealed from the public view behind the residence or in an approved enclosure, except passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreation vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed campers, that are in operating condition, having current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

d. No non-authorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored, on any part of any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure, or parked behind the residence. The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure or other improvement approved by the Architectural Control Committee. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

e. Vehicles which are disabled, not currently licensed or registered, or are otherwise inoperable on a public street, may not be stored at a location visible at ground level from any street or adjacent property.

Section 9. Private use of Street Rights-of-Way. No improvement may be constructed or placed in a street right-of-way without the prior approval of Liberty County. In addition to that approval, all improvements placed or constructed in street rights-of-way, cul-de-sac islands or medians, except those improvements placed or constructed by Liberty County or any other governmental authority, must be approved in advance by the ACC and be constructed in accordance with the Declaration. The "street right-of-way" means the area between platted lot lines on one side of the street and platted lot lines on the opposite side of the street, including the paved area. The platted lot line is generally 12 to 15 feet inward from the pavement edge. A property survey, the property pins, and a plat map of the area can be used to determine the exact boundary of a street right-of-way. Cul-de-sac islands and medians are also included in the street right-of-way. It is the intention of this Section to minimize the use of these areas for any other purpose than as a public street right-of-way.

THIS SECTION DOES NOT APPLY TO LIBERTY COUNTY, OTHER GOVERNMENTAL ENTITIES OR UTILITY COMPANIES, NOR TO THE CONSTRUCTION OF STREET, DRAINAGE, UTILITY OR RELATED IMPROVEMENTS

Street rights of way are intended for use by Liberty County, other governmental agencies,

and utility companies for vehicular and pedestrian traffic, drainage, utilities and related improvements. Other private uses of or improvements in street rights-of-way are prohibited by the Declaration unless specifically permitted by this Section.

- a) Approved park benches may be located in cul-de-sac islands. No trees may be removed to allow for the addition of benches without specific ACC approval. To support a bench, a ground level wooden deck no higher than eight (8) inches above grade, covering no more than thirty percent (30%) of the island and being no larger than one hundred (100) square feet, may be approved on a case by case basis.
- b) Benches and decks which have not been approved or which are not maintained by the neighborhood residents will be removed.
- c) Basketball goals, goal posts, and other play equipment may not be placed on street rights-of-way, medians, or cul-de-sacs. Structures placed in the street right-of-way in violation of the Standard will be removed and discarded.
- d) Bollards, railroad ties, or other raised edge barrier treatments may not be placed along or adjacent to the street edge.
- e) "Grass-crete" or an equivalent product can be installed to reduce roadside rutting with the prior approval of the ACC.
- f) Low voltage ground lights are permitted provided they are under two (2) feet in height as measured from adjacent natural grade.
- g) A series of lights parallel to the street edge is not permitted.

ALL IMPROVEMENTS WITHIN A STREET RIGHT-OF-WAY MAY REQUIRE APPROVAL BY THE APPLICABLE GOVERNMENTAL AGENCIES IN ADDITION TO ACC APPROVAL.

Section 10. Signs. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the ACC other than (a) one sign or not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, or (b) one sign or not more than six (6) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon.

The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain signs, billboards and advertising devices on land they own 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 and maintain identifying signs at each entrance to the Subdivisions.

"Bandit" signs, or signs or approximately four feet by six feet in area which are portable, or easily capable of having wheels attached and/or being removed, shall not be permitted in the Properties without consent of the ACC.

Section 11. Signs within Street Rights-of-way. State laws and city ordinances regulate the location of signs within street rights-of-way. In addition, the Declaration prohibits any sign, banner, flag or promotional device in a street, street right-of-way, cul-de-sac island, or median

without the prior written approval of the ACC or its designee. Approved signs, banners, flags or promotional devices must be aesthetically pleasing, in keeping with the character of the community and in good repair. No signs, banners, flags or promotional devices shall be lighted or accompanied by music or sound, or be distracting to motorists. ACC approval of the sign does not connote approval of the message.

Any two-sided sign, banner, flag or promotional device shall be considered as one sign. Signs which comply with state law and local ordinances or regulations may be approved by the ACC for major events of community wide interest conducted by non-profit public service organizations. In addition to approvals required by state or local laws, the organization must apply to the ACC for sign approval.

For major events of not more than one day's duration, a total of five (5) signs may be approved: one sign for each side of the street at an adjacent major intersection, and one sign to be posted at the street edge immediately adjacent to the property on which the event is being held. Signs may be posted for a total of three (3) days and must be removed within twenty-four (24) hours of the close of the event.

For events lasting more than one (1) day, signs may be approved for a maximum of seven (7) days. A total of five (5) signs may be approved; one (1) sign for each side of the street at an adjacent major intersection, and one sign to be posted at the street edge immediately adjacent to the property at which the event is being held. All signs must be removed within twenty-four (24) hours of the close of the event.

No sign may be placed on an open space reserve or park, nor shall any sign be attached in any way to plant material, traffic control device, light standard, or other existing structure. All signs will be ground mounted.

Maximum sign dimensions shall not exceed two (2) feet in height and three (3) feet in width. The total installed sign height (including post, if any) shall not exceed five (5) feet.

Sign design and color shall not imitate state or local traffic control devices. Black letters on a white background are preferred.

Events which make use of the street area must have prior approval of the ACC.

Section 12. Voting Signs. Directional signs and "generic" voting signs (those not in support of a particular candidate or issue) may be put in place for the complete voting period, including the period for convenience voting. The number, design, and location of these signs must be approved by the ACC. Signs must be removed within twenty-four (24) hours following the election.

Voting signs shall not exceed two (2) feet in height and three (3) feet in width. The total installed sign height (including post if any), shall not exceed five (5) feet.

No voting sign shall be attached in any way to plant material, traffic control devices, light

standards, or any other existing structure. All signs will be ground mounted.

Section 13. Real Estate Signs. Except for directional signs permitted under Section 11 above, signs advertising the availability of homes for sale or lease, including "open house" signs, are not permitted on any street right-of-way, median, cul-de-sac island or "greenbelt" area. One sign advertising a particular property as being for sale, lease or rent is allowed on that particular property. No sign shall be attached in any way to plant material, traffic control devices, light standards or any other existing structure. All signs will be ground mounted.

Section 14. Flags and Banners. Flags and banners (except Texas and United States flags) will not be approved for placement on street rights-of-way except for "generic" voting flags or banners (those not in support of a particular candidate or issue) and flags or banners for major events of community wide interest conducted by non-profit public service organizations.

For major events of not more than one day's duration, approved flags or banners may be displayed for a total of 3 days and must be removed within 24 hours of the close of the event.

For events lasting more than one day, flags or banners may be approved for a maximum total of 7 days and must be removed within 24 hours of the close of the event.

Flags or banners may only be posted at pre-approved locations specifically designated for their display.

All flags and banners must be aesthetically pleasing, in keeping with the character of the community, in good repair, and of the size and materials approved by the ACC.

Flags or banners shall not prominently display a commercial message.

Section 15. Removal of Signs and Banners. The ACC shall have the right to remove any sign, banner, flag or promotional device placed or permitted to remain in violation of this Declaration. The person who placed or erected the sign, banner, flag or promotional device and the person or entity promoted by the sign, banner, flag or promotional device shall be liable to the White Oak Trails Homeowners' Association, Inc., for the cost of removal, but not less than \$20.00 per sign, banner, flag or promotional device.

Section 16. Solicitation. Only non-profit, public service organizations are allowed to solicit donations within a street right-of-way in White Oak Trails. These groups must receive prior approval for this activity from the ACC. Organizations will be limited to one such drive per calendar year. Any signs or banners required for this function must be separately approved by the ACC or its designee.

Applications will be approved on a case by case basis with consideration being given to the impact of the event on neighboring properties, the number of participants and vehicles involved, staging areas and public safety.

Section 17. Fire Safety. The use of fireworks is permitted between the hours of 10 a.m. and 10 p.m., subject however, to the laws and regulations of Liberty County, Texas., of any

kind whatsoever is prohibited. No burning of any trash of any kind is permitted on any Lot (See also Section 5 regarding the storage of flammable materials), however, leaves, brush and wood may be burned on a lot.

Section 18. Mineral Production. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells (other than a water well), tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. This section shall not be construed to restrict the development of water resources for the sole purpose of providing a water source for the Dwelling Unit on the lot.

Section 19. Animal Husbandry. No swine may be raised on any lot. No more than an aggregate total of 1 sheep, goat, horse or cow per acre of property may be raised or be permitted to remain on any Lot. Dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than four (4) of each species of common household pet will be permitted on each Lot. If animals are kept, they must be confined to the property of the owner, and kept in a manner that does not create a nuisance. It is the animal owner's responsibility to keep the animal clean and free of debris and odors. No more than ten (10) chickens shall be permitted on any lot and no roosters are permitted.

Section 20. Common Area and Greenbelt Fences No fence shall be erected which faces any portion of the Common Area designated as a "greenbelt area" or which would face a road but for the fact a Tract or reserve is located between such road and the Lot, unless the height and composition of such fence has been approved by the ACC. The Association shall have the right to restrict access to such portion of the Common Area (but not such roads) by requiring the installation and maintenance of fencing without gates along such portion of the Common Area.

Section 21. P & W Water Systems, Inc. All residents are required to use P & W Water Systems, Inc. for all domestic water use at their residence and on any property within seventy-five (75') feet of their residence. Residents may drill a well for water use on property past seventy-five (75') feet from their residence.

ARTICLE X: ENFORCEMENT

Section 1. Deed Restriction Violations; Remedies of Association 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 and either prevent him or them from violating or attempting to violate any such covenant or to recover damages or other dues for such violations. The Association or Owner who successfully prosecutes an action in law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses including attorney's fees, incurred by the Association or Owner in compelling compliance with these Restrictions. 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. The Association shall also have the right to enforce, by any proceeding at law or in equity, any other restrictions, conditions, covenants, and liens imposed upon any portion of the Properties which

by the terms of the instruments creating same grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter. All costs and expenses (including attorney's fees) incurred by the Association in attempting to enforce any covenant, condition or restriction imposed upon the Properties, whether enforcing an assessment, fine, restriction violation, or otherwise, and whether imposed by this Declaration or otherwise, shall become a charge on the Lot and constitute a lien on the violating property, which may be enforced to the full force and effect as the lien provided herein for assessments.

Section 2. 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 (30) days after the due date, it shall bear interest at the rate of ten (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 3. Power of Foreclosure. All members of the White Oak Trails Homeowners' Association, Inc., are on notice of the provisions herein and upon acceptance of their interest in such property and in consideration of the benefits to the property and quality of life derived from the Declaration and payment of assessments by fellow Owners, and subject to any prior or first mortgage deeds of trust, are deemed to have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey for the benefit of the White Oak Trails Homeowners' Association, Inc., comprising the owners of property within White Oak Trails, real property subdivision filed for record in Volume 1664, Page 542 of the Liberty County, Texas deed records, (in this Section, called "Beneficiaries"), unto the Board of Directors of the White Oak Trails Homeowners' Association, Inc., Trustee, (in this Section, called "Trustee"), unto its successors in the trust hereby created, and unto his assigns and the heirs of such assigns, forever, all and singular, all of that member's, person's or entity's remaining interest in any real property situated in White Oak Trails, as reflected in Volume 1664, Page 542 of the Liberty County, Texas Map Records:

This conveyance is made in trust to secure and enforce the compliance with the Restrictions, Reservations, Covenants, Easements, Charges and Liens of White Oak Trails Homeowners' Association, Inc. provided elsewhere in this document. Each Owner subject to this Section hereby covenants and agrees with Beneficiary and with Trustee as follows:

1. To pay all assessments on a Lot when due;

2. To maintain the Lot in compliance with the Amended Restrictions;

Each Owner subject to this section hereby further covenants and agrees with Beneficiary and with Trustee as follows:

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If an Owner fails to perform any of its obligations herein, Beneficiary may perform those obligations and be reimbursed by Owner on demand, including attorney's fees, plus interest on those sums from the dates of payment at the rate The sum to be reimbursed shall be secured by this Deed of Trust.
3. If an Owner fails to perform any of its obligations herein, then Beneficiary may request Trustee to foreclose this lien and Beneficiary may purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on amounts due the Association..
4. To enable the Trustee to foreclose this lien, Each Owner subject to this Section hereby grants to Trustee a power of sale with respect to property situated within White oak Trails.

If requested by Beneficiary to foreclose this lien, Trustee shall:

- a. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
 - b. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Owner, subject to prior liens and to other exceptions to conveyance and warranty ; and
 - c. from the proceeds of the sale, pay, in this order:
 - i. expenses of foreclosure;
 - ii. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid, if any;
 - iii. any amounts required by law to be paid before payment to Owner;
- and
- to Owner, any balance.

Section 4. Suspension of Voting Rights and Use of Common Area. The Board of Directors may suspend the voting rights and right to use of the Common Area of a Member during any period in which such member shall be delinquent in the payment of any assessment levied by the Association in excess of thirty (30) days.

Section 5. Repair or Maintenance by Association. In the event of violation by the Owner or occupants of any Lot of any covenant, condition or restriction imposed upon the Owner or Lot in this Declaration 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 the appropriate repairs and maintenance after such White Oak Trails Homeowners' Association, Inc., or its assignee, shall without liability to the owner or occupant, in trespass or

otherwise, enter upon said lot Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain or restore the Lot, the exterior of the residence, the fence and any other improvement located thereon. To the extent necessary to prevent infestation, diminish fire hazards and accomplish any of the above needed repairs, maintenance and/or restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The association may enter onto Lot and/or improvement and cut the weeds and grass, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement within fifteen (15) days of presentment. The cost of such work, plus interest thereon at the maximum rate permitted under laws of the State of Texas shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the maintenance lien retained herein. The Association, its agents and employees shall not be liable, and hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

ARTICLE XI: INSURANCE

Section 1. General Provisions. The Board of Directors shall obtain insurance (the premiums for which shall be a common expense payable from the property assessments) for all insurable improvements on the Common Area, as follows (such insurance shall be in amounts designated by the Board of Directors unless any such amount is specified in this Declaration):

- a) Insurance on all insurable improvements on the Common Area against loss or damage by fire and 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 insurable replacement cost thereof. The full insurable replacement cost of such improvements shall be determined annually by the Board of Directors who 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 \$300,000) and property damage (minimum coverage of \$100,000) 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 one million dollars (\$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 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 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 in this Article 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.

Section 2. Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the Members of the Association entitled to vote shall decide within sixty (60) days after the casualty, not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; however, that such extension shall not exceed sixty (60) days.

In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in the event the property shall be restored to its natural state and maintained as undeveloped portion of the Common Area by the Association in a neat and attractive condition.

ARTICLE XII: 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 twenty (20) 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 a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said covenants 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 title of this Declaration and of the 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 right, but shall never be obligated, to resubdivide into Lots by recorded plat or in any lawful manner, any reserve tracts contained within the Subdivisions and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

Section 7. Amendment. The terms and provisions of this Declaration may be amended at any time by a fifty-one percent (51%) majority of the members voting at an annual or special meeting of the Members; provided that before any amendment may be voted upon at any such meeting, there must be a quorum of fifty-one percent (51%), being the presence (in person or by proxy) of 51% of all Members entitled to cast a vote. Upon the approval of any amendment hereunder, in order to be effective, such amendment must be placed on record in the Real Property Records of Liberty, County, Texas.

Section 8. Annexation. Additional property may be subjected to the provisions of this Declaration and annexed into the jurisdiction of the Association by recorded restrictions either upon the request of the Declarant at any time without a vote of the Members, or upon the consent of two-thirds (2/3 rds) of the Members of the Association and the approval of the Board of Directors of the Association. In determining whether to approve such annexation, the Board of Directors has unlimited discretionary authority to decide whether the annexation is in the best interests of the Association. Without limiting the foregoing, the Board of Directors also has the specific authority to require that a developer, builder or other party seeking the annexation contribute such money or property to the Association as the Board of Directors, in their sole discretion, deems appropriate to accommodate the added burden on the Association's facilities.

The Owners of land in annexed property, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Area that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to the annual assessment imposed hereby on a uniform basis, consistent with the provisions of this Declaration.

Section 9. Merger and Consolidation Upon a merger or consolidation of the Association with another non-profit corporation organized for the same or similar 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 the 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 (2/3 rds) of each class of

Members of the Association

Section 10. Dissolution The Association may be dissolved with the assent in writing and signed by no less than two-thirds (2/3 rds) 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 THEREOF, this Amended Declaration is executed as of the ____ day of _____, 2016.

White Oak Trail Limited

BY: _____
John Manning, Member, Gulf Coast National, LLC, General Partner of White Oak Trail Limited

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority came John Manning, Member of Gulf Coast National, LLC, General Partner of White Oak Trail, Limited, who signed this document before me on this ____ day of _____, 2016.

Notary Public

ARTICLE VIII. Section 1. No Modular homes, manufactured homes or travel trailers are allowed.

ARTICLE VIII. Section 2. Living Area Requirements. Those lots shown on the plat 5 White Oak Trails, Section 5 are restricted as follows: The ground floor area of any one-story single family dwelling, exclusive of open porches and garages, shall contain not less than one thousand, one hundred twenty (1120) square feet. The ground floor area of any one and one-half story or two story single family dwelling, exclusive of open porches and garages, shall contain not less than nine hundred (900) square feet, and the total floor area of any such single family dwelling, shall contain not less than one thousand, eight hundred (1800) square feet.

ARTICLE VIII. Section 3. Location of residence on Lot. No structure shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback lines shown on the recorded Subdivision Plat or Replat; however, in no instance shall a building be located nearer to the front property line than fifty (50) feet unless approved in writing by the Architectural Control Committee. No building shall be located on any utility easement. The main residential structure shall not be located on any lot nearer than thirty (30) feet from the rear property line. No part of any house, building, carport or garage shall be located nearer than fifteen (15) feet to an interior side lot line or twenty-five (25) feet to any exterior lot line on a corner lot. No residence shall be located nearer than twenty-five (25) feet to the rear lot line, but an attached or detached garage may be located no nearer than ten (10) feet from the rear lot line. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence, provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot unless the lots are owned by the same owner and are combined for purposes of building. Fences are not subject to the setback restrictions, except that no fence may extend beyond the front building line of the residence without Architectural Control Committee approval. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line. All paving, driveways, patios and sidewalks must observe the Easements and Platted Building Line limitations on all sides of the lot except at that point where crossing easements adjacent to the street R-O-W.

ARTICLE VIII. Section 7. Detached Greenhouses. For the purposes of this Section, a detached greenhouse is any detached "garden room", potting shed or other similar structure. Attached greenhouses or "garden rooms" are considered to be additions to the home. This Section is not intended to apply to temporary shelters which protect plant material from cold weather during the winter months. Such temporary shelters designed to protect plants for the winter season must be located in the Rear Yard and may be erected no sooner than December first, and must be removed by the following March first.

1. The maximum floor area of a greenhouse is two hundred (200) square feet, with a maximum height limitation of eleven (11) feet, measured from the ground to the highest point of the greenhouse.

ARTICLE VIII. Section 9. Mailboxes. Community mailboxes are to be installed at various locations in the neighborhood and individual boxes shall be assigned by the post office.

ARTICLE VIII. Section 19. Animal Husbandry. No swine may be raised on any lot. No more than an aggregate total of 1 sheep, or 1 goat, or 1 horse (but not a combination) per three acres of property may be raised or be permitted to remain on any Lot. Dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than three (3) of each species of common household pet will be permitted on each Lot. If animals are kept, they must be confined to the property of the owner, and kept in a manner that does not create a nuisance. It is the animal owner's responsibility to keep the animal clean and free of debris and odors. No more than five (5) chickens shall be permitted on any lot and no roosters or guineas are permitted.

The terms and conditions of the foregoing Confirmation of Covenants, Conditions and Restrictions are hereby approved by the Board of Directors of the Association as in the best interest of the Association.

IN WITNESS WHEREOF, this Confirmation of Covenants, Conditions and Restrictions for White Oak Trails is executed as of the 14 day of April, 2023.

DECLARANT

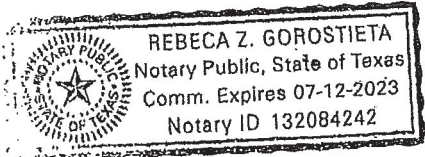
WHITE OAK TRAIL LIMITED

By: Lori Scott

Lori Scott, Construction Manager, Gulf Coast National, LLC, General Partner of White Oak Trail Limited

THE STATE OF TEXAS §
 §
COUNTY OF Liberty §

Before me, the undersigned authority, came Lori Scott, Construction Manager of Gulf Coast National, LLC, General Partner of White Oak Trail, Limited, who signed this document before me on this 14 day of April, 2023.



[Signature]
Notary Public