

**FIRST AMENDED AND RESTATED
SUBDIVISION RESTRICTIONS OF
SECTIONS A, B, C, D, E, F, G, H, I AND J
OF HOLIDAY VILLAGES OF LIVINGSTON
SUBDIVISION**

MAY 2026

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Restrictions"), the Declarant imposed certain covenants, conditions, restrictions, easements, charges and liens on Section F, Holiday Villages of Livingston Subdivision as set forth in the Section F Restrictions; and

WHEREAS, by that certain Subdivision Restrictions, Section G, Holiday Villages of Livingston Subdivision, recorded in Clerk's File No. 20032804 in the Official Public Records of San Jacinto County, Texas (the "Section G Restrictions"), the Declarant imposed certain covenants, conditions, restrictions, easements, charges and liens on Section G, Holiday Villages of Livingston Subdivision as set forth in the Section G Restrictions; and

WHEREAS, by that certain Subdivision Restrictions, Section H, Holiday Villages of Livingston Subdivision, recorded in Clerk's File No. 20038410 in the Official Public Records of San Jacinto County, Texas (the "Section H Restrictions"), the Declarant imposed certain covenants, conditions, restrictions, easements, charges and liens on Section H, Holiday Villages of Livingston Subdivision as set forth in the Section H Restrictions; and

WHEREAS, by that certain Subdivision Restrictions, Section I, Holiday Villages of Livingston Subdivision, recorded in Clerk's File No. 20045017 in the Official Public Records of San Jacinto County, Texas (the "Section I Restrictions"), the Declarant imposed certain covenants, conditions, restrictions, easements, charges and liens on Section I, Holiday Villages of Livingston Subdivision as set forth in the Section I Restrictions; and

WHEREAS, by that certain Subdivision Restrictions, Section J, Holiday Villages of Livingston Subdivision, recorded in Clerk's File No. 20050790 in the Official Public Records of San Jacinto County, Texas (the "Section J Restrictions"), the Declarant imposed certain covenants, conditions, restrictions, easements, charges and liens on Section J, Holiday Villages of Livingston Subdivision as set forth in the Section J Restrictions; and

WHEREAS, as used herein, the Section A Restrictions, the Section B Restrictions, the Section C Restrictions, the Section D Restrictions, the Section E Restrictions, the Section F Restrictions, the Section G Restrictions, the Section H Restrictions, the Section I Restrictions, and the Section J Restrictions being collectively called the "Sections A, B, C, D, E, F, G, H, I and J Restrictions", and

WHEREAS, Section 18 of the Restrictions for each of Sections A, D, E, F, G, H, I and J, provides that the Restrictions for each of Sections A, D, E, F, G, H, I and J, may be amended or repealed, in whole, or in part, by the vote of at least two-thirds (2/3rds) of the votes cast at a meeting of the members ("Members") of the HV of Livingston Owners Association, a Texas non-profit corporation (the "Association") duly convened, provided that prior written notice is mailed to each Member (at the most recent address shown for such Member in the records of the Association) generally describing any proposed amendment or repeal to be voted on at such meeting; and

WHEREAS, Section 18 of Sections A, D, E, F, G, H, I and J Restrictions, further provides that amendments to the Sections A, D, E, F, G, H, I and J Restrictions, must be recorded in the Office of the County Clerk, San Jacinto County, Texas, and are effective upon the date of recordation; and

WHEREAS, Section 18 of the Section B Restrictions and Section 15 of the Section C Restrictions, provides that the Restrictions for each of Sections B and C, respectively, may be amended or repealed, in whole, or in part, by the vote of at least one-half (1/2) of the votes cast at a meeting of the Members duly convened, provided that prior written notice is mailed to each Member (at the most recent address shown for such Member in the records of the Association) generally describing any proposed amendment or repeal to be voted on at such meeting; and

WHEREAS, Section 18 of the Section B Restrictions and Section 15 of the Section C Restrictions, further provides that amendments to the Section B Restrictions and the Section C Restrictions, respectively, must be recorded in the Office of the County Clerk, San Jacinto County, Texas, and are effective upon the date of recordation; and

WHEREAS, Section 209.0041(h) of the Texas Property Code (which supersedes any contrary requirement in these Restrictions pursuant to Section 209.0041(f) of the Texas Property Code) provides that a declaration may be amended by a vote of at least sixty-seven percent (67%) of the total votes allocated to the owners entitled to vote on the amendment; and

WHEREAS, Section 209.0041(h-1) of the Texas Property Code provides that if the declaration contains a lower percentage than prescribed by Subsection 209.0041(h) of the Texas Property Code, the percentage in the declaration controls; and

WHEREAS, Article Seven, Section 3(k) of the 2013 Amended Bylaws of the Association provides that the presence at a meeting of Members entitled to cast ten percent (10%) of the votes entitled to be cast at such meeting shall constitute a quorum; and

WHEREAS, the Association held a meeting of the Members on May _____, 2026 (the "Adoption Meeting") to allow Members to vote on amending and restating to the Sections A, B, C, D, E, F, G, H, I and J Restrictions set forth below; and

WHEREAS, at the Adoption Meeting, Members entitled to cast at least ten percent (10%) of the vote entitled to cast at the Adoption Meeting were present, in person, by proxy, or by absentee ballot; and

WHEREAS, Members representing at least two-thirds (2/3rds) of the votes in the Association cast at the Adoption Meeting, approved of amending and restating the Sections A, B, C, D, E, F, G, H, I and J Restrictions into one (1) amended and restated document as set forth below.

NOW, THEREFORE, in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, being the President of the Association, does hereby certify that Members entitled to cast at least ten (10%) percent of the votes entitled to cast at the Adoption Meeting were present, in person, by proxy, or by absentee ballot and that Members representing at least two-thirds (2/3rds) of the votes in the Association cast at the Adoption Meeting approved of amending and restating the Sections A, B, C, D, E, F, G, H, I and J Restrictions into one (1) amended and restated document as set forth below. This First Amended and Restated Subdivision Restrictions for Sections A, B, C, D, E, F, G, H, I and J of Holiday Villages of Livingston Subdivision (these "Restrictions") supersede and replace the Sections A, B, C, D, E, F, G, H, I and J Restrictions in all respects. The covenants, conditions, restrictions, easements, charges, and liens contained in these Restrictions shall run with the land in the Properties (as those terms are defined hereinbelow) and be binding upon all parties having or acquiring any right, title, or interest in any real property or any part thereof encumbered by these Restrictions, their heirs, predecessors, successors, and assigns, and shall inure to the benefit of each owner thereof. Accordingly, the Sections A, B, C, D, E, F, G, H, I and J Restrictions are restated and amended to read as follows:

ARTICLE I.

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

A. The Subdivision Plats (collectively called "Subdivision Plat") for the properties (the "Properties" or the "Subdivision") described in the subdivision plats for the Holiday Villages of Livingston Subdivision Sections A, B, C, D, E, F, G, H, I and J, and filed for recorded in the Official Public Records of San Jacinto County, Texas, respectfully, dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon. The Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum set back lines, and all dedications, limitations, restrictions shown on the Subdivision Plat as incorporated herein and made a part hereof as if fully set forth herein.

B. The easements and rights-of-way as shown on the Subdivision Plat are reserved for the purpose of constructing, maintaining and repairing system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, cable television, sewers, or any other utility in, across and/or under the Properties.

C. Perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, over, under and across all land (i) along, and within ten (10') for Sections A, B, C, D, E, F, G, H, & I of the Properties, and within eighteen feet (18') for Section J of the Properties of the front property lines of all lots ("Lot" or "Lots") encumbered by these Restrictions, (ii) along and within five feet (5') of all other property lines of all Lots, and (iii) in the streets and roads of the Subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation or maintenance of utilities. The easement area of each Lot and all improvements with it shall be maintained by the owner ("Owner") or purchaser of the Lot, except for those improvements for which an authority or utility company is responsible. Utility companies and their employees and agents shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including, but not limited to, the free right of ingress to and egress from said right-of-way and easement, and with from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, maintenance or operation of such utilities. The easement rights herein reserved include the privilege of anchoring any support equipment with said easement and the right to install wires and /or cables over some portions of said Lots not within said easement so long as such items do not prevent the construction of buildings on any of the Lots of this Subdivision. All such easement are reserved for the

use and benefit of all utility companies serving or to serve the Properties hereunder for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, television cables, road drains and other public and quasi-public utilities.

HV Livingston Owners Association, a Texas not for profit corporation (the "Association") and/or its designees may, on any Lot and/or Lots then owned by it, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center building, and other recreation and/or community facilities, water plants and sewage treatment plants and related pumping, storage, operation maintenance facilities, as well as Lots for the excavation and/or storage of road construction and/or maintenance materials, and the like, or any other purpose that the Association may deem necessary.

ARTICLE II.

ARCHITECTURAL CONTROL COMMITTEE - ACC

A. There shall be established an Architectural Control Committee ("ACC") appointed by the Board of Directors of the Association (the "Board") to protect the Owners of Lots in the Subdivision against such improper use of Lots as will depreciate the value of their Lot or the Subdivision; to preserve, so far as practicable, the natural beauty of their Lot or the Subdivision; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of their Lot or the Subdivision; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general to enhance the value of investments made by purchasers of Lots therein.

B. Permit (herein so called) request including construction plans, specifications and a plot plan showing the location of any structure or improvements, landscaping, easements, and building lines must have been submitted to and approved by the ACC, its successors or assigns, as to compliance with these Restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation before any building or improvements of any character shall be erected or placed, or the erection begun on Lot. The ACC is authorized to charge a one-time Permit fee for approval of plans and specifications. Such fee shall be payable to the Association, and the amount of the fee shall be set by the Board, provided, that such fee shall not exceed the greater of (i) one-fourth of one percent of the cost of the improvements for which approval is being sought, or (ii) \$30.00. If such construction, placement or alteration is not commenced within six (6) months of a written Permit, approval and signed by the ACC, the approval shall be null and void unless an extension is granted in writing,

The ACC will work as expeditiously as possible to review a Permit request; work with the Owner to obtain all additional documentation and clarification of intent; and provide a written response within thirty (30) day of submission. If the ACC fails to provide a written response within such thirty (30) day period, the Permit and proposed improvement shall be deemed to have been denied.

C. Notwithstanding anything contained in these Restrictions to the contrary, the members of the ACC shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

D. After written approval of any Permit by the ACC, the proposed improvement shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed improvement in the materials submitted to the ACC. Failure to complete the proposed improvement within six (6) months of the date of written approval or such other period of time as shall have been designated in writing by the ACC (unless an extension has been granted by the ACC in writing) or to complete the improvement in strict conformity with the description and materials furnished to the ACC, shall operate automatically to revoke the approval by the ACC of the proposed improvement. No improvement shall be deemed completed until the exterior fascia and trim on the structure have been applied and finished and all construction materials and debris have been cleaned up and removed from the site, and all rooms in the dwelling unit, other than attics, have been finished. Removal of materials and debris shall not take in excess of ten (10) days following completion of the exterior.

E. The ACC or its duly authorized representative shall have the right, but not the obligation, to inspect any improvement before or after completion. The ACC has the right to deny approval of a new Permit request if the Owner has outstanding unresolved Restriction violations, unpaid Restriction violation fines, and/or Permit requests that have not been completed in compliance with the Restrictions and the Permit request.

F. If, as a result of inspections or otherwise, the ACC finds that any improvement has been constructed or undertaken without obtaining the written Permit approval of the ACC, or has been completed other than in strict conformity with the description and materials furnished by the Owner to the ACC for Permit approval, or has not been completed within the required time period after the date of written Permit approval by the ACC, the ACC may notify the Owner in writing of the noncompliance ("Violation Notice"). The Violation Notice shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy or remove the noncompliance within the period of time set forth therein.

G. If the ACC finds that a noncompliance continues to exist after such time within which the Owner was to remedy the noncompliance as set forth in the Violation Notice, the Association may, at its option, but with no obligation to do so, (a) record a Violation Notice against the Lot on which the noncompliance exists in the Office of the County Clerk of San Jacinto County, Texas; (b) remove the noncomplying improvement; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the improvement in question), and, if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Association upon demand for all expenses incurred therewith, and such costs and expenses shall constitute a Charge as set forth in Article V hereof. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Association to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under these Restrictions, or otherwise.

H. No action or failure to act by the ACC shall constitute a waiver or estoppel with respect to future action by the ACC or the Board, with respect to any improvement or other matter.

I. None of the members of the ACC, the Association, or any member of the Board, shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the ACC. In reviewing any matter, the ACC shall not be responsible for reviewing, nor shall its approval of an improvement be deemed approval of the improvement from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, neither the Association, the Board, the ACC, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, Lot or portion thereof, or for failure to repair or maintain the same.

ARTICLE III.

USE OF LOTS

A. **Dwellings.** No building shall be constructed, altered, or permitted to remain on any Lot for other than single family residential purposes. Single family residential dwelling ("Dwelling" or "Dwelling") and/or other structures shall exceed two (2) visible stories in height with a maximum height of all stories not to exceed thirty feet (30') in height, unless an exception has been granted by the Board. If a Dwelling is to be constructed upon a Lot along with portions of adjacent Lots, the ACC may waive the side lot line setback requirements as to the Lot line which is crossed by such Dwelling. A Dwelling shall be a minimum of 750 square feet. The minimum floor area requirements are exclusive of porches, stoops, open or closed carports, patios and garages. No Lot hereunder may be used as a residence or for permanent dwelling use, or as the Owner's vacation home unless a residential structure has been connected to sewage disposal facilities complying with all provisions, rules, regulations and requirements of governmental bodies and agencies having jurisdiction.

B. **HUD Dwellings.** United States Housing and Urban Development ("HUD") code manufactured homes and modular homes may be placed and used on all Lots hereunder only if Permit for same has been issued and prior written approval of same has been granted by the ACC. The HUD-code manufactured home or modular home shall be no more than five (5) years old at the time it is placed on the Lot; have a minimum floor area of 750 square feet; be in good repair and of attractive design and appearance; under-skirted with approved materials; and securely anchored in accordance with the minimum requirements of the State of Texas. No Lot hereunder may be used as a residence or for permanent dwelling use, or as the Owner's vacation home unless a residential structure has been connected to sewage disposal facilities complying with all provisions, rules, regulations and requirements of governmental bodies and agencies having jurisdiction.

C. **Accessory Buildings.** The ACC may also allow, at its sole discretion, an accessory building ("Accessory Building") to be constructed on a Lot that satisfies the requirements herein expressed for Accessory Buildings. Any Accessory Building shall adhere to building line requirements herein and on the Subdivision Plat. Accessory Buildings shall also comply with the Building Materials provisions herein (Article IV, Section D). Accessory Buildings include a tool/storage building or shed (minimum floor area of 50 square feet), a private garage, or private carport, and/or a private boathouse for the sole use of the purchaser of the Lot.

D. **Camping.** Camping shall be permitted on all Lots but shall be limited to the use of recreational vehicles (including pickup campers, cabover campers, camping trailers, van conversions, fifth-wheel trailers, motor homes, mini-motor homes and travel trailers), tents, and other camping shelter, which shall be of good appearance and in good repair, be less than 10 years old and subject to the approval of the ACC. No recreational vehicle may be placed or permitted to remain on any Lot hereunder unless it is covered by a valid Permit issued in writing by the ACC. Such ACC is authorized to charge a fee, determined by the Board, per year for the issuance and renewal of a Permit, which shall be payable to the Association. No fee may be required for tents and similar types of temporary camping shelters. Tents and similar types of temporary camping equipment cannot be left on a Lot unattended for more than twenty-four (24) consecutive hours. Pickup campers or cabover campers are prohibited on the Lots unless affixed to the vehicle for which they are designed. Converted buses may not be placed and may not remain on any Lot. Beginning June 1, 2026, and thereafter, for Owners acquiring record title to a Lot after June 1, 2026, all camping, and campers should be used for temporary short-term, seasonal and/or recreational housing purposes only. Stays should not exceed 6 consecutive months, and any stays longer than 30 consecutive days need to have a Permit submitted and approved by the ACC to include the dates of the stay. Recreational vehicles (campers) are not considered "residential" structures or Dwellings and do not comply with approved structures for permanent residential living. Lots that only have recreational vehicles on them and are being used for camping purposes and are left on the Property on a full-time basis need to have water and sewer installed. Not more than one recreational vehicle may be serviced by a single water/sewage connection. No inoperative motorized recreational camping vehicle shall be allowed to remain on any Lot.

E. **Prohibited Activities.** Except as herein referred to, no activity, whether or not for profit, which is not related to single family residential purposes, shall be performed on any Lot. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No firearms shall at any time be discharged in the Subdivision. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment, or for any multifamily use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise, odor, or traffic (vehicular or pedestrian) is generated and (e) such use in all respects complies with the laws of the State of Texas, any applicable ordinances, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters.

F. **Temporary Structures.** Except as expressly provided in these Restrictions, no structure of a temporary character, trailer, tent, shack, barn, garage or other out-building shall be used on any Lot at any time as a residence temporarily or permanently, nor shall any temporary residence or other temporary structure be moved onto any Lot.

G. **Mailboxes.** The Properties will be served by cluster boxes set up by the Association and keyed by the U.S. Post Office. The Association will charge a fee to rent a box. Individual Lots may not have mailboxes.

H. **Pools.** Portable or permanent above ground swimming pools as well as smaller prefabricated installed above ground, spas or hot tubs are acceptable. Pool walls shall not encroach on utility or drainage easements. Swimming pools, spas, hot tubs, etc. must be approved in writing by the ACC prior to being installed and must be fenced. Fences should be at least four feet (4') but not more than six feet (6') in height and should not be climbable. Swimming pool backwashes shall not drain water to the street. Swimming pool backwashes shall be tied directly to the sewer.

I. **Drainage and Septic Systems.** Catch basins and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer, sanitary sewer, stream, or pond within the Properties. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the ACC. No outhouse toilet or portable toilet shall be erected or maintained on any Lot hereunder. The materials installed in, and the means and method of assembly of all sanitary plumbing shall conform with the requirements of the State of Texas and local authorities having jurisdiction. No sewage nor effluent shall be disposed of upon, in, nor under any Lot hereunder except into waste disposal facilities complying with all provisions, rules, regulations and requirements of all governmental bodies and agencies having jurisdiction. Not more than one dwelling may be served by a single water/sewage connection.

J. **Water Wells.** No water well shall be permitted on any Lot hereunder except on such Lots as may be hereafter specifically designated in writing by the Association and/or by any other party authorized by the Association to designate such excepted Lots.

K. **Decks.** No decks, wooden or otherwise shall be erected or installed on any Lot without prior written approval of the ACC.

L. **Exterior Paint.** The exterior surfaces of buildings, fences or walls located in the Properties shall not be painted or stained unless the ACC gives its prior written approval of the color of paint or stain to be used; such approval is not required when painting with the existing color. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Properties. Iridescent colors or tones considered to be brilliant are not permitted.

M. **Minimum Lot Areas.** No Lot shall be re-subdivided or re-plated without the prior written approval of the Board.

N. **Occupants Bound.** All provisions of these Restrictions, the Bylaws of the Association ("Bylaws") and of any rules and Regulations or other guidelines or restrictions promulgated by the Board which regulate the use, maintenance, repair, replacement, modification or appearance of the Subdivision or which govern the conduct of Owners (collectively, the "Rules and Regulations") shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with these Restrictions, Bylaws, and the Rules and Regulations, and shall be responsible for all violations and losses to any real or personal property owned by the Association ("Common Properties") caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of these Restrictions, the Bylaws, or the Rules and Regulations.

O. **Quiet Enjoyment.** No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any structure, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried out upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties.

There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties, including but not limited to inoperable home appliances. Outside burning of wood, leaves, and yard debris is permitted (except during County issued burn bans), but no burning of trash, garbage or household refuse shall be permitted within the Properties. Permanent residents shall be required to subscribe to one of the available residential trash collection services including the County or City dumps. Only residential sized trash bins on wheels are to be used and should be moved back into the Lot and concealed from view from the street and neighboring Lots and properties after trash collection. No commercial sized bins/dumpsters or bins/dumpsters without wheels shall be allowed. The established Association "Quiet Time" is from 10:00 pm to 7:00 am, with exception to specific holiday and Subdivision activities.

P. **Garage Sales.** Individual garage sales, moving sales, rummage sales or similar activity shall be allowed within the gated community, and not open to the public. Such sales or activities should be limited to no more than 3 consecutive days or a total of 4 days within the same month. Community garage sales open to the public will be allowed as community events approved in writing by the Board..

Q. **Unsightly or Unkempt Conditions.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis and completed within a 30-day period.

R. **Leasing Lots.** Definition. "Leasing", for purposes of these Restrictions, is defined as regular, exclusive occupancy of a Lot (whether consisting of one or more contiguous Lots, which hereinafter may also be considered the "Property") by any person or persons other than the Owner for which the Owner received any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument. With the exception of

Sections B and C, each Lot or Property, may only be leased for single family residential purposes, as defined in these Restrictions. With the exception of Sections B and C, no Owner shall be permitted to lease their Lot or Property for hotel or transient purposes, which for purposes of this Section is defined as a period of less than one (1) year. With the exception of Sections B and C, no Owner shall be permitted to lease less than the entire Lot or Property. Each such lease (or leases with respect to Sections B and C) shall be in writing, and shall provide that the tenant will be bound by, and subject to all of the obligations of the Owner, under these Restrictions, the Bylaws, and the Rules and Regulations. The Owner making such lease (or leases with respect to Sections B and C) shall not be relieved from any of such obligations. Upon the execution of said lease agreement(s), the Owner shall notify the Association in writing of the Owner's designated address and the name of Owner's lessee. No lessee shall be entitled to use the recreational facilities or Common Properties until the information specified in this Section is provided to the Association in writing, and the Owner further notifies the Association in writing that the lessee has been granted the authority to use the recreational facilities and Common Properties by such Owner.

S. **Laws and Ordinances.** Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of these Restrictions; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

T. **Parking and Prohibited Vehicles.** No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any right-of-way. Passenger automobiles, vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas may be parked in the driveway. No vehicle may be kept or stored on any public or private street within the Subdivision for longer than a period of four (4) consecutive hours. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Owners or occupants of Lots should refrain from parking their vehicles in front of their neighbor's private residences and should take care when parking behind neighbors' driveways. The continuous parking of multiple cars on the public or private streets and/or the right-of-way located within the Subdivision is prohibited. The Board may adopt additional Rules and Regulations regulating parking on the streets in the Subdivision, including but not limited to, towing of unlawfully parked vehicles.

U. **Removal of Trash and Debris During Construction.** During the construction, repair, and restoration of improvements, each builder shall remove and haul from the Lot all tree stumps, tree limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot to permit construction of the improvements, including landscaping. No burning of trash is permitted on any Lot, and no materials or trash hauled away from any Lot may be placed elsewhere within the Properties, unless approved in writing by the ACC. Additionally, each Owner or builder, during construction of the improvements, shall continuously keep the Lot in a reasonably clean and organized condition. Paper, rubbish, trash, scrap, and unusable building materials are to be kept, picked up, and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in the street or on neighboring Lots not owned by the same property owner of the lot that is under construction. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay.

V. **Damage or Destruction of Improvements.** Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all improvements thereon in a neat and habitable manner. In the event of damage to any improvement, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days from the date the damage occurred to begin repairing or demolishing the destroyed or damaged portion, and once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the ACC, so as to present a pleasing and attractive appearance. Such Lot will be properly mowed, cleaned and maintained after the removal of such Improvement.

W. **Animals.** No animals or birds, other than household pets, shall be kept on any Lot. Dogs shall be permitted only if continuously contained by leash or within a fenced area. No more than a reasonable number of household pets may be kept on any Lot, with respect to which there shall be no limitation on amount, provided that: (a)

they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners, as determined by the Board, in its sole and absolute discretion; (c) they are kept within the Dwelling, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a person capable of controlling the animal; and (d) they are not in violation of any other provision of these Restrictions and such limitations as may be set forth in the Rules and Regulations. Further, no savage or dangerous animals, as determined by the Board, in its sole and absolute discretion, shall be kept or housed within the Properties. Pets which have a history of harming other pets or residents in the Properties are not allowed. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant, or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or Common Properties. Any resident who causes an animal to be brought in or kept within the Properties shall indemnify and hold harmless the Association for any loss, damage or liability which they may sustain as a result of the presence of such animal within the Properties. The pet owner shall be responsible for repairs of any and all damages or loss resulting from the acts of his or her animal while kept within the Properties. The Board may adopt additional rules and regulations from time to time pertaining to pets within the Properties.

ARTICLE IV.

LOCATION OF IMPROVEMENTS

A. **Dwellings.** Dwellings shall not be located on any Lot nearer to the Lot lines than the minimum corresponding building set back lines shown on the applicable recorded Subdivision Plat. No Dwelling or other allowed structures and improvements may be built on a Lot except within the building lines shown below:

Front Building Line — For Sections A, B, C, D, E, F, G, H, and I of the Properties, ten feet (10'), and for Section J of the Properties eighteen feet (18'), back from the front Lot line or lines of a corner Lot, for Dwellings, garages, or other allowed structures and improvements on all Lots, except as shown otherwise on the applicable final recorded Subdivision Plat.

Side Building Line — Five feet (5') back from each side Lot line for Dwellings, garages, or other allowed structures and improvements on all Lots, except as shown otherwise on the applicable final recorded Subdivision Plat. In addition, and notwithstanding the foregoing, for corner Lots, the building setback line for Dwellings, garages, or other allowed structures and improvements is ten feet (10') back from the side Lot line along the street side of the Lot, except as shown otherwise on the applicable final recorded Subdivision Plat.

Rear Building Line — Five feet (5') back from the rear property line, except as shown otherwise on the applicable final recorded Subdivision Plat.

B. **Accessory Building.**

1. Any Accessory Buildings permitted by the ACC shall be subject to the set back requirements in Article IV.A. above.

2. No shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these Restrictions) shall be erected or placed on any Lot, and no boathouse, garage, or storage building erected on any Lot shall at any time be used as a Dwelling, temporarily or permanently.

3. At no time shall shipping containers of any kind be allowed to be used as any structure on any Lot.

C. **Driveways and Culverts.**

1. A Permit must be applied for and issued in writing by the ACC prior to all culvert and driveway installations.

2. A site inspection must be performed by an approved ACC representative before culvert installation.

3. Culverts for driveways on Lots shall be a minimum of twenty feet (20') in length and a minimum of fifteen inches (15") in diameter. Culverts must not be placed within the five-foot (5') side boundary line easement and can be a maximum of forty feet (40') in length.

4. Culverts shall be made of approved corrugated plastic material. No metal or concrete culverts shall be allowed.

5. Clay along with road base cap will be the only approved backfill material when setting a culvert.

6. Concrete or asphalt driveways can be installed if there are expansion joints in culvert area so culvert may be removed in the event of required road and ditch to ensure proper water drainage.

D. Building Materials.

1. No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any Lot.

2. All construction must be of new material, except stone, brick, or other materials used for antique decorative effects if such use is approved by the ACC.

3. The exterior of any building (excluding roof, glass and masonry) must be painted or stained.

4. All buildings and structures shall be completely under-pinned and under-skirted with no piers or pilings exposed to view except as approved by the ACC.

5. No building or other structure or improvements shall be erected, placed or altered on any Lot until a Permit has been completed, submitted to, and approved in writing by, the ACC. The Permit will need to include diagram of planned location on Lot, materials to be used, contractor, colors to be used, and for Dwellings a copy of the building specifications.

E. Fences.

1. A Permit is required to be submitted to the ACC for prior written approval of materials, heights, and clearance of boundary lines and/or easements.

2. Fences are not to be greater in height than eight feet (8').

3. Fences are to be made of wood, wrought iron or a metal product to look like wrought iron, chain link, or specific fencing plastic material.

4. Barbed wire, chicken wire and/or metal sheet fencing are not allowed.

5. Fences shall be permitted to extend to the boundary lines of all Lots, except fences shall not be permitted along or within ten feet (10') in Sections A, D, E, F, G, H & I of the Properties, or eighteen feet (18") in Section J of the Properties, of any front boundary line or lines of a corner Lot of any Lott.

F. Easement Encroachment. No building, HUD-code manufactured home, modular home or structure other than a fence shall be located or permitted to remain on or over any of the utility easement areas reserved or granted in these Restrictions.

G. Lot Maintenance and Maintenance of Improvements. The Owners or occupants of all Lots (inclusive of adjacent easement areas) shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive (not to exceed twelve inches [12"] in height) manner and shall not use any Lot or portion thereof 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. The Owners or occupants of all Lots shall maintain all structures and improvements (including retaining walls, if any, and fencing) thereon in a condition of good repair. All such structures and improvements shall be maintained so as to avoid any unsightly conditions, including painting same as necessary to maintain in an attractive manner.

H. **Enforcement of Owner's Responsibilities.** In addition to any other enforcement rights available to the Association, in the event of violation of any covenant or restriction herein or any Rule and Regulation by any Owner or occupant of any Lot and the continuance of such violation after written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not obligation), through its agents or employees, to repair, maintain and restore the Lot and/or the exterior of the residence, not limited to include gutters, siding, broken windows, fencing, mowing, etc., and any other existing Improvements located thereon, to the extent necessary to prevent rat infestation, diminish fire hazards, protect property values and accomplish necessary repairs, maintenance and/or restoration. 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 immediately upon receipt. Any and all related costs, including but not limited to legal fees, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of the Charge (as defined herein) and payable by said Owner and payment thereof shall be secured by the lien created pursuant to these Restrictions. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort, in connection with the performance of the exterior maintenance and other work authorized herein and the Association is hereby granted an easement and/or license over the Lots to perform such exterior maintenance and other work.

ARTICLE V.

COMMUNITY MAINTENANCE

A. Assessments.

1. An annual maintenance assessment payable each year for the purpose of creating a fund for the operation of the Association shall be imposed on each Lot. The Owner, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association (1) annual assessments ("Assessment" or "Assessments") and (2) other charges (including but not limited to Special Assessments [herein defined] and Transfers Fees [herein defined]), fees, late charges in an amount determined by the Board from time to time, interest, fines, attorney fees and other sums provided for herein ("Charge" or "Charges"). Annual Assessments shall be established and collected, and other Charges shall be collected, as hereinafter provided.

2. All past due Assessments and Charges shall bear interest from the due date until paid, at a rate set by the Board, up to the highest annual rate not to exceed the applicable statutory usury limits. The Assessments and Charges shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment or Charge is made as herein set out. In addition to the charge on the land, each such Assessment and Charge shall be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment or Charge fell due.

3. The Assessment shall be due and payable monthly, quarterly, semi-annual, or annual installments as requested in writing by the Owner. If the Owner does not make a written request for installment payments as set forth above on or before January 31 of the year the Assessment is due, the Owner will be deemed to have elected to pay the Assessment in one (1) annual installment on or before January 31. The Board may fix the Assessment at an amount not more than the maximum amount, and shall fix the amount of the Assessment against each Lot by December 1 preceding the Assessment period. The Assessment period shall begin on January 1 of each year. Written notice of the Assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing from the Owner. Unless the Owner has elected to pay monthly, quarterly or semi-annually, the Assessment shall be considered delinquent if not received within the first six months of the year for which the Assessment pertains.

4. With the exception of Sections B and C, the maximum Assessment for calendar year 2026, has been set as follows: (i) Owners who own one (1) or two (2) Lots were assessed a total of \$28.24 per month, (ii) Owners who own three (3) Lot were assessed a total of \$41.72 per month, and (iii) Owners who own four (4) ore more Lots were assessed a total of \$58.92 per month. Effective January 1, 2027, Owners who own more than four (4) Lots will be assessed a total of \$58.92 per month, plus an additional amount of \$14.73 per month, per each Lot owned over four (4) Lots. Beginning on January 1, 2027, and January 1st of each subsequent year, the maximum Assessment may be increased once a year over the prior year's Assessment, to be determined by the Board, in its sole and absolute discretion. Notice of such increase shall be provided to the Owner by December 1st of each year for the upcoming immediately following year.

5. With respect to Sections B and C, the Board and the Owners of Sections B and C, will negotiate and have on file, a Memorandum of Understanding outlining said Assessment. Beginning on January 1, 2027, and January 1st of each subsequent year, the maximum Assessment may be increased once a year over the prior year's Assessment, to be determined by the Board, in its sole and absolute discretion. Notice of such increase shall be provided to the Owner by December 1st of each year for the upcoming immediately following year.

B. **Special Assessments.** In addition to the Assessment, the Board may, upon the affirmative vote of at least two-thirds of the votes cast at a meeting of the Members present, in person, or by proxy, or other form of representative voting allowed by the Board at a meeting duly called for this purpose, levy a Special Assessment (herein so called) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and proper form of notice of any meeting for the purposes set forth in this Section, and to ascertain the presence of a quorum at such meeting.

C. **Transfer Fees.** Each Owner of a Lot, at the time it purchases a Lot from the previous Owner, shall be obligated to pay a Transfer Fee (herein so called) to record the purchase and transfer of ownership of said Lot and a reasonable fee to provide Subdivision information pursuant to Section 207.003(a) of the Texas Property Code.

D. **Enforcement.** Any Assessments and Charges which are not paid when due, shall be delinquent. If the Assessment or Charges are not paid within thirty (30) days after the due date based on any installment option, the Assessment or Charge shall bear interest from the date of delinquency at a rate which shall be the lesser of fifteen percent (15%) per annum or the maximum non-usurious rate per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Lot, regardless of whether or not there is personal liability of the current Owner, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment or Charges. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such Assessment or Charges as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by judicial action brought in the name of the Association and by a non-judicial action in a like manner as a deed of trust lien on real property and subject to Chapter 209 of the Texas Property Code (as same may be amended or revised from time to time), and such Owner hereby expressly grants to the Association an extra-judicial power of sale in connection with the non-judicial foreclosure of such lien.

In addition to, and in connection therewith, by acceptance of the deed to a Lot, each Owner expressly GRANTS, BARGAINS, SELLS and CONVEYS to the President and/or Vice President or agent of the Association from time to time serving, as Trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the Assessments and Charges levied hereunder, and other sums due hereunder remaining unpaid hereunder from time to time. The Trustee herein designated may be changed for any reason and at any time and from time to time by execution of an instrument in writing signed by the President or a Vice-President of the Association and filed in the Real Property Records of San Jacinto County, Texas.

In the event of the election by the Board to foreclose the lien herein provided for non-payment of sums secured by such lien, then it shall be the duty of the Trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed), to sell such Lot, and all rights appurtenant thereto, in accordance with Sections 209 and 51.002 of the Texas Property Code (as said statute shall read at the time of enforcement) and to make due conveyance to purchaser or purchasers by deed binding upon the Owner or Owners of such Lot and his heirs, executors, administrators and successors. The Trustee shall give notice of such proposed sale as required by Sections 209 and 51.002 of the Texas Property Code (as said statute shall read at the time notice is given).

At any foreclosure, judicial or nonjudicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

All portions of the Properties dedicated to, and accepted by, a local public authority exempt from taxation by the laws of the State of Texas, and all Common Properties shall be exempt from the Assessments and Charges created herein. Notwithstanding the foregoing, no Lot which is used, or is intended for use, as a residence shall be exempt from Assessments and Charges and the lien herein securing payment thereof.

The Assessments and Charges shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, (a) any claim that the Association or the Board is not properly exercising its duties and powers under these Restrictions, (b) any claim by the Owner of non-use of the Common Properties or abandonment of his Lot, (c) any claim by the Owner of inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties, or (d) any claim by the Owner of inconvenience or discomfort arising from any action taken to comply with any law or any determination of the Board or for any other reason.

The lien provided for herein shall be subordinate to any first lien purchase money mortgages (and refinancing of same) relating to the Lots or liens relating to construction upon the Lots; provided, however, that such subordination shall apply only to Assessments and Charges which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or a foreclosure by trustee's sale under a deed of trust or a foreclosure of the assessment lien retained and reserved herein. Sale or transfer of any Lot shall not affect the lien; however, the sale or transfer of any Lot pursuant to the foreclosure of a first lien purchase money mortgage (and any refinancing of same) or any proceeding in lieu thereof, shall extinguish the lien herein as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for the Assessments and Charges thereafter becoming due or from the lien thereof. A selling Owner of a Lot shall not be relieved of personal liability for any Assessments and Charges accruing on such Lot prior to the date of sale or transfer.

E. **Expenditures.** The Assessments and Charges described in Article V hereof may be used for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, boat ramps, piers, playgrounds, cabanas, community buildings and other improvements in the Subdivision, for the purchase and rental of land and other property and facilities by the Association for patrol officers, for central garbage disposal containers at the Subdivision, for insurance and/or bond coverage related to any such improvements, facilities, personnel, for the payment of property and other taxes, for the payment of utility costs and maintenance expenses, and other areas designated by the Association, or its affiliates to cover the cost and expense of any of such purposes and uses, and for any other uses approved by the Board. The use and benefit of the above described improvements and facilities shall be restricted to the Members, their families and authorized guests.

With respect to the Owners in Sections B and C, the Assessments and Charges will be contained in the Memorandum of Understanding. Specifically, the Association will not be responsible for any and all improvements on Sections B and C. Additionally, the Owner in Sections B and C will be responsible for central garbage disposal containers located on their Lots, specifically including, but not limited to, insurance and/or bond coverage related to such improvements, facilities, personnel, payment of property tax and other taxes, payment of utility costs, maintenance expenses, and other areas therein contained on their property. The use and benefit of the amenities in the Subdivision will be afforded to their authorized guests, according to specific guidelines contained in the Memorandum of Understanding.

ARTICLE VI.

ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the Association and of any Owner of a Lot or Lots in the Subdivision, and their heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of these Restrictions, the Rules and Regulations, and other Association governing documents by any one or more of the following means: (a) by entry upon any Lot within the Properties after notice (unless a bona fide emergency exists, in which event, this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use, or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner, tenant, or guest thereof, for the purpose of enforcement of these Restrictions, the Rules and Regulations, architectural guidelines and other Association governing documents; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of these Restrictions, the Rules and Regulations, and other Association governing documents by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover

damages for breach of any of the provisions of these Restrictions, the Rules and Regulations, and other Association governing documents; (d) by exclusion, after notice, of any Owner or Owner's family, guests, or tenants from use of any recreational facilities in the Common Properties, during and for up to sixty (60) days, following any breach of these Restrictions, Rules and Regulations, and other Association governing documents by such Owner or Owner's family, guests, or tenants, unless the breach is a continuing breach in which case, such exclusion shall continue for so long as such breach continues; (e) by levying and collecting, after notice, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations, from any Owner or Owner's family, guests, or tenants, for breach of these Restrictions, the Rules and Regulations, and other Association governing documents by such Member or Member's family, guests, or tenants. In the event any action to enforce the provisions of these Restrictions, the Rules and Regulations, and other Association governing documents is initiated by the Association against an Owner or occupant of a Lot, or any action is initiated by the Association to enjoin or restrain any breach or threatened breach of these Restrictions, the Rules and Regulations, and other Association governing documents, the Association shall be entitled to recover reasonable attorneys' fees, costs, expenses and charges from the Owner, or occupant, of a Lot who violated these Restrictions, the Rules and Regulations, and other Association governing documents or for whom such restraint or injunctive relief is sought. Any such attorneys' fees, costs, expenses and charges shall become a part of the Charge and payable by said Owner and payment thereof shall be secured by the lien created pursuant to these Restrictions.

ARTICLE VII.

SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements or restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions, which shall remain in full force and effect.

ARTICLE VIII.

AMENDMENT TO THESE RESTRICTIONS

The covenants and restrictions of these Restrictions shall run with and bind the land for a term of five (5) years from the date that these Restrictions is recorded in the Real Property Records of San Jacinto County, Texas, after which time they shall automatically be extended for successive periods of five (5) years. These Restrictions may be amended in whole or in part, by the vote of at least two-thirds of the vote cast at a meeting of the Members present, in person, by proxy, by absentee ballot, or other form of representative voting allowed by the Board. Any amendment must be recorded in the Office of the County Clerk of San Jacinto County, Texas.

ARTICLE IX.

NO PARTITION

Except as is permitted in these Restrictions or any supplemental Restrictions, there shall be no judicial partition of the Common Properties or any part thereof, unless approved in writing by the Board, nor shall any person acquiring any interest in the Properties, or any part thereof, seek any judicial partition unless approved in writing by the Board. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to these Restrictions.

No Lot which is under a contract of sale then in force, with the Association being the seller thereunder, may be subdivided without the consent of the Association, which consent may be granted or withheld, at the sole discretion of the Association. No Lot, or any part of a Lot, shall be used for a street, access road or public thoroughfare without the prior written consent of the Association.

ARTICLE X.

MISCELLANEOUS

A. **Security.** The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AND AGENTS, SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. THE ASSOCIATION SHALL NOT BE HELD LIABLE

FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, AND THE ACC DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED, OR THE ACC, MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLARS ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, OFFICERS AND AGENTS AND ACCS, ARE NOT INSURERS, AND THAT EACH OWNER, AND OCCUPANT OF ANY DWELLING UNIT, AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, OFFICERS AND AGENTS AND ACCS, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON, ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

Neither the Association, nor the directors, officers or representatives of the Association, nor the ACC, nor the members of said ACC, shall have any liability or responsibility, at law nor in equity, on account of the enforcement of, or on account of the failure to enforce, these Restrictions.

B. **Additional Restrictions.** No person shall record any covenants, conditions, and restrictions, or restrictions of condominium or similar instrument affecting any portion of the Properties without Board's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such restrictions of covenants, conditions, and restrictions, or restrictions of condominium, or similar instrument being void and of no force and effect, unless subsequently approved by recorded consent signed by Board.

C. **Delay in Enforcement.** No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same, to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof, at any later time.

D. **Violations of Law.** Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any Lot hereby, is declared to be a violation of these Restrictions, and shall be subject to any and all of the enforcement procedures set forth in these Restrictions.

E. **Governing Law and Notice.** These Restrictions shall be construed and governed under the laws of the State of Texas. Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.