

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUFFOLK CHASE**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Suffolk, Inc., a Texas corporation, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions, Restrictions, Suffolk Chase" (the "Declaration") to be recorded in the Real Property Records of Harris County, Texas on May 5, 1978 under Clerk's File No. F587088, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Suffolk Chase, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 269, Page 111, of the Map Records of Harris County, Texas

and,

WHEREAS, the Declaration was previously amended by that certain instrument entitled "Amendment to Declaration of Covenants, Conditions and Restrictions of Suffolk Chase" recorded in the Official Public Records of Real Property of Harris County, Texas on July 22, 1982 under Clerk's File No. H541428; and

WHEREAS, the Declaration was further amended by that certain instrument entitled "Second Amendment to Declaration of Covenants, Conditions and Restrictions of Suffolk Chase" recorded in the Official Public Records of Real Property of Harris County, Texas on September 13, 1983 under Clerk's File No. J133556; and

WHEREAS, the Declaration, as amended, provides for amendment by an instrument signed and acknowledged by the then owners of not less than two-thirds (2/3) of the total number of lots in the subdivision and filed for record in the Official Public Records of Real Property of Harris County, Texas;

NOW, THEREFORE, the undersigned, being the owners of not less than two-thirds (2/3) of the total number of lots in the subdivision, hereby amend and restate the covenants, conditions and restrictions applicable to Suffolk Chase, in their entirety, to be governed by the covenants, conditions and restrictions set forth in this instrument. When effective, this instrument supersedes the Declaration, as previously amended, in its entirety.

ARTICLE I
Definitions

As used in this Amended and Restated Declaration, the terms set forth below shall have the following meanings:

- A. **Amended and Restated Declaration** - This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Suffolk Chase, as same may be hereafter amended.

- B. **Annual Maintenance Charge** - The assessment made and levied by the Association against each Owner and his Lot in accordance with the provisions of this Amended and Restated Declaration.
- C. **Architectural Control Committee** - The Architectural Control Committee established and empowered in accordance with Article VI of this Amended and Restated Declaration.
- D. **Association** - Suffolk Chase Homeowners Association, Inc., a Texas nonprofit corporation, its successors and assigns.
- E. **Board or Board of Directors** - The Board of Directors of the Association.
- F. **Common Area** - Any real property and improvements thereon owned by the Association for the common use and benefit of the Owners.
- G. **Improvement** - A Residential Dwelling, building, structure, landscaping, fixture, or fence constructed or to be constructed on a Lot; a transportable structure placed or to be placed on a Lot, whether or not affixed to the land; and an addition to or modification of an existing Residential Dwelling, building, structure, fixture or fence.
- H. **Lot or Lots** - Each of the Lots shown on the Plat.
- I. **Maintenance Fund** - Any accumulation of the Annual Maintenance Charges collected by the Association in accordance with the provisions of this Amended and Restated Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Amended and Restated Declaration.
- J. **Member or Members** - Lot Owners who are members of the Association as provided in Article III hereof.
- K. **Mortgage** - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner of a Lot to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements thereon.
- L. **Owner or Owners** - Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.
- M. **Plat** - The plat for Suffolk Chase recorded in Volume 269, Page 111, of the Map Records of Harris County, Texas, and any replat thereof.
- N. **Plans** - The final construction plans and specifications (including a related site plan) of any Residential Dwelling or other Improvement of any kind to be erected, placed, constructed, maintained or altered on any Lot.

- O. **Property** - All of Suffolk Chase, a subdivision in Harris County Texas according to the plat thereof recorded in Volume 269, Page 111, of the Map Records of Harris County, Texas.
- P. **Residential Dwelling** - The single-family residence and appurtenances constructed on a Lot.
- Q. **Rules and Regulations** - Rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners, including Rules and Regulations governing the use of Common Area.
- R. **Special Assessment** - Any Special Assessment as provided in Article IV, Section 4.5, of this Amended and Restated Declaration.
- S. **Subdivision** - The Property, together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto.

ARTICLE II **Common Area**

The Common Area is reserved for the common use, benefit and enjoyment of the Owners and their respective family members, tenants, and guests, subject to such reasonable Rules and Regulations governing the use thereof as may be promulgated by the Association. An Owner's right to use the Common Area (as limited by any Rules and Regulations) is appurtenant to title to a Lot. The Association shall have the right to charge a reasonable fee for the use of any facility situated on Common Area. Each Owner shall observe and comply with any reasonable Rules and Regulations promulgated and published by the Association relating to the Common Area and shall be deemed to acknowledge and agree that all such Rules and Regulations, if any, are for the mutual and common benefit of all Owners. In no event shall a motorcycle, dirt-bike, off-road vehicle, or the like be operated on any portion of the Common Area except as permitted by the Association for the purpose of maintaining the Common Area.

ARTICLE III **Management and Operation of Subdivision; Membership**

Section 3.1. Management by Association. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, administration, and operation of the Subdivision as herein provided for and as provided for in the Articles of Incorporation, the Bylaws and Rules and Regulations. The business and affairs of the Association shall be managed by its Board of Directors. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the provisions of this Amended and Restated Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements on matters of maintenance, trash pick-up, repair, administration, patrol services, traffic, operation of recreational facilities, or other matters deemed necessary or appropriate for the Subdivision.

Section 3.2. Membership in Association. Each Owner of a Lot, whether one or more persons or entities, shall upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

Section 3.3. Voting of Members. Each Member shall be entitled to one (1) vote per Lot owned on each matter submitted to a vote of the Members. No Owner shall be entitled to vote at a meeting of the Association until such Owner has presented evidence of ownership of a Lot in the Subdivision to the Secretary of the Association. In the event that ownership interests in a Lot are owned by more than one (1) Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one (1) vote be cast for each Lot. Such Members shall appoint one of them as the Member who shall be entitled to exercise the vote of that Lot at a meeting of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one (1) Member of the Association, and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, then the Member exercising the vote for the Lot shall be deemed to be designated to vote on behalf of the Members having an ownership interest in the Lot. All Members of the Association may attend open meetings of the Association and all Members may exercise their votes at such meetings either in person or by proxy. Fractional votes and split votes shall not be permitted.

Section 3.4. Professional Management. The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the management, administration and operation of the Subdivision as provided for in this Amended and Restated Declaration and in the Bylaws.

Section 3.5. Board Actions in Good Faith. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

Section 3.6. Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the provisions of this Amended and Restated Declaration or its Articles of Incorporation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws or applicable law specifically requires a vote of the membership.

The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration or mediation in matters pertaining to (a) Common Areas or other areas in which the Association has or assumes responsibility pursuant to the provisions of this Amended and Restated Declaration, (b) enforcement of this Amended and Restated Declaration or any Rules and Regulations, or (c) any other civil claim or action. However, no provision in this Amended and Restated Declaration or the Articles of Incorporation or Bylaws shall be construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

Section 3.7. Standard of Conduct. The Board of Directors, the officers of the Association, and the Association shall have the duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with this Amended and Restated Declaration, Articles of Incorporation, Bylaws and the laws of the State of Texas, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing shall not be a breach of duty on the part of the Director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, officer or committee member. A court shall not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

ARTICLE IV

Maintenance Expense Charge and Maintenance Fund

Section 4.1. Maintenance Fund. All Annual Maintenance Charges collected by the Association and all interest, penalties, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management, and operation of the Subdivision; for the maintenance, repair and improvement of the Common Area; for the maintenance of any easements granted to the Association; for the enforcement of the provisions of this Amended and Restated Declaration by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

Section 4.2. Covenants for Annual Maintenance Charges and Assessments. Each and every Lot in the Subdivision is hereby severally subjected to and impressed with an Annual Maintenance Charge or assessment in an amount to be determined annually by the Board, which Annual Maintenance Charge shall run with the land. Each Owner of a Lot, by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association each and all of the Annual Maintenance Charges and assessments levied against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The Annual Maintenance Charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all Improvements thereon, as hereinafter more particularly stated. Each Annual Maintenance Charge or assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such Annual Maintenance Charge or assessment accrued, but no Member shall be personally liable for the payment of any Annual Maintenance Charge or assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such Annual Maintenance Charge or assessment by waiver of the use or enjoyment of the Common Area, or any part thereof, or by abandonment of his Lot or his interest therein.

Section 4.3. Basis and Maximum Annual Maintenance Charge. Until March 15 of the year immediately following the effective date of this Amended and Restated Declaration, the maximum Annual Maintenance Charge or assessment shall be \$480.00 per Lot. From and after March 15 of the year immediately following the effective date of this Amended and Restated Declaration, the maximum Annual Maintenance Charge or assessment may be automatically increased, effective March 15 of each year, by an amount up to a maximum of ten percent (10%) over the prior year's maximum Annual Maintenance Charge or assessment without a vote of the Members of the Association. From and after March 15 of the year immediately following the effective date of this Amended and Restated Declaration, the maximum Annual Maintenance Charge or assessment may be increased above ten percent (10%) only if approved by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Annual Maintenance Charge or assessment at an amount not in excess of the maximum amount established pursuant to this Section. The Annual Maintenance Charge or assessment levied against each Lot shall be uniform. The Board of Directors may reduce the Annual Maintenance Charge, as deemed appropriate and based upon a substantial reduction in the expenses of the Association; provided that, a reduction in the Annual Maintenance Charge for any given year shall not result in a year-end balance in the Maintenance Fund that is less than ninety percent (90%) in the year-end balance in the Maintenance Fund in the preceding year.

Section 4.4. Determination of Annual Maintenance Charge. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the Annual Maintenance Charge or assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge or assessment shall be sent to every Owner. Provided that, the failure to fix the amount of an Annual Maintenance Charge or assessment or to send written notice thereof to all Owners shall not affect the authority of the Association to levy Annual Maintenance Charges or assessments or to increase Annual Maintenance Charges or assessments as provided in this Amended and Restated Declaration.

Section 4.5. Special Assessments. If the Board at any time, or from time to time, determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for the continued operation of the Subdivision or any other purposes contemplated by this Amended and Restated Declaration, then the Board shall have the authority to levy a Special Assessment as it shall deem necessary to provide for such continued maintenance and operation of the Subdivision. No Special Assessment shall be effective until the same is approved by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at meeting of the Members called for that purpose at which a quorum is present. For a meeting called for the purpose of voting on a proposed Special Assessment, the quorum requirement shall be thirty percent (30%) of the Members. Any such Special Assessment shall be payable in the manner determined by the Board and the payment thereof shall be subject to interest, late charges, costs and attorney's fees, shall be secured by the continuing lien established in this Article, and may be enforced in the manner herein specified for the payment of the Annual Maintenance Charges.

Section 4.6. Enforcement of Annual Maintenance Charge/Subordination of Lien. The Annual Maintenance Charge assessed against each Lot shall be due and payable, in advance, on the fifteenth (15th) day of each March. Any Annual Maintenance Charge which is not paid and received by the Association by the thirtieth (30th) day of April in the year in which the Annual Maintenance Charge became due shall be deemed to be delinquent, and, without

notice, shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a one-time or monthly late charge on any delinquent Annual Maintenance Charge. A late charge, if imposed, shall be in addition to interest.

To secure the payment of the Annual Maintenance Charge and Special Assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, costs, late charges, attorney's fees), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereon for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section and the superior title herein reserved shall be deemed subordinate to any Mortgage for the purchase of the Lot and any renewal, extension, rearrangements or refinancing of such purchase money Mortgage.

The collection of such Annual Maintenance Charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. Notice of the lien referred to in the preceding paragraph may, but shall not be required to, be given by recording in the Official Public Records of Real Property of Harris County, Texas an affidavit, duly executed, and acknowledged by a duly authorized representative of the Association, setting forth the amount owned, the name of the Owner or Owners of the affected Lot according to the books and records of the Association, and the legal description of such Lot. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure.

Section 4.7. Notice of Sums Owning. Upon the written request of an Owner, the Association shall provide to such Owner a written statement setting out the then current total of all Annual Maintenance Charges, Special Assessments, and other sums, if any, owing by such Owner with respect to his Lot. In addition to such Owner, the written statement from the Association so advising the Owner may also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

Section 4.8. Foreclosure of Mortgage. In the event of a foreclosure of a Mortgage on a Lot that is superior to the continuing lien created for the benefit of the Association pursuant to this Article, the purchaser at the foreclosure sale shall not be responsible for Annual Maintenance Charges, Special Assessments, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors shall be responsible for Annual Maintenance Charges, Special Assessments, and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

Section 4.9. Transfer Fees/Resale Certificates. The Board of Directors of the Association shall establish and charge from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lot in the Subdivision and changing the ownership records of the Association ("Transfer Fee"). A

Transfer Fee shall be paid to the Association or the managing agent of the Association, if agreed to by the Association, upon each transfer of title to a Lot. The Transfer Fee shall be paid by the purchaser of the Lot, unless otherwise agreed by the seller and purchaser of the Lot. The Association shall also have the authority to establish and charge from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a Lot. The fee for a Resale Certificate shall be paid to the Association or the managing agent of the Association, if agreed to by the Association. The fee for a Resale Certificate shall be in addition to, not in lieu of, the Transfer Fee.

ARTICLE V

Insurance; Security

Section 5.1. General Provisions. The Board shall have the authority to determine whether or not to obtain insurance for the Association and, if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance shall be an expense of the Association which shall be paid out of the Maintenance Fund.

a. Fire and Casualty Insurance: The Association may obtain and maintain a policy or policies of fire and casualty insurance with an extended coverage endorsement for the full insurable replacement cost of the Improvements on the Common Area and for which the Association is responsible pursuant to the governing documents. The amount of any deductible will be determined by the Board.

b. General Liability Insurance: The Association may obtain and maintain a comprehensive public liability and property damage liability policy or policies insuring the Association, its officers, directors, committees, agents and employees and the Owners against any liability for bodily injury, death and property damage arising from ownership and use of the Common Area.

c. Directors and Officers Liability Insurance: The Association may obtain and maintain one or more policies of insurance which may include coverage for individual liability of officers, directors and committee members of the Association for negligent acts or omissions of those persons acting in their capacity as officers, directors, or committee members. Limits of liability under this insurance will be determined by the Board at its sole discretion.

d. Fidelity Coverage: The Association may purchase and maintain fidelity coverage for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their services. If an agent handles Association funds, such agent may be covered by the Associations coverage unless such agent provides similar coverage.

e. Other Association Insurance: The Association may purchase and maintain worker's compensation insurance whenever necessary to comply with any applicable law. The Association may purchase such other Insurance that the Board may consider necessary or advisable.

f. Failure to Acquire Insurance: The Association and its directors and officers shall have no liability to any Owner, lender or any other public or private entity for its decisions regarding coverage or non-coverage or if insurance is unavailable or considered cost prohibitive.

Section 5.2. Individual Insurance. Each Owner, tenant or other person occupying a Residential Dwelling shall be responsible for insuring his Lot and Residential Dwelling, its

contents and furnishings. Each Owner, tenant or other person occupying a Residential Dwelling shall, at his own cost and expense, be responsible for insuring against the liability of such Owner, tenant or occupant.

Section 5.3. Indemnity of Association. Each Owner shall be responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of his family members, tenants, guests, invitees, agents, employees, or occupants of the Owner's Residential Dwelling or the Common Area, and by acceptance of a deed to a Lot does hereby indemnify the Association, its officers, directors and agents, and all other Owners against any such costs.

Section 5.4. Security. The Association, its directors, officers, managers, employees, agents and attorneys, ("Association and Related Parties") shall not in any way be considered an insurer or guarantor of security within the Property. The Association and Related Parties shall not be liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken. Owners, lessee and occupants of all Lots, on behalf of themselves, and their guests and invitees, acknowledge that the Association and Related Parties do not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Owners, lessees, and occupants of Lots on behalf of themselves, and their guests and invitees, acknowledge and understand that the Association and Related Parties are not an insurer and that each Owner, lessee and occupant of any Lot and on behalf of themselves and their guests and invitees assumes all risks for loss or damage to persons, to Residential Dwellings and to the contents of their Residential Dwelling and further acknowledges that the Association and Related Parties have made no representations or warranties nor has any Owner or lessee on behalf of themselves and their guests or invitees relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security measures undertaken within the Property.

ARTICLE VI

Architectural Approval

Section 6.1. Architectural Control Committee. The Architectural Control Committee shall consist of three (3) members, all of whom shall be appointed by the Board. Members of the Architectural Control Committee must be Members of the Association. Members of the Architectural Control Committee may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

Section 6.2. Approval of Improvements Required. In order to preserve the architectural and aesthetic appearance of the Subdivision, to establish and preserve a harmonious design for the Subdivision, and to protect and promote the value of the Property, the Lots and Residential Dwellings and all Improvements thereon, no Improvement of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on a Lot by an Owner, which affect the exterior appearance of a Lot or the Residential Dwelling or other Improvement on a Lot unless Plans therefor have been submitted to and approved by the Architectural Control Committee in

accordance with the terms and provisions of this Article. Without limiting the foregoing, the construction and installation of a Residential Dwelling, sidewalk, driveway, deck, patio, landscaping, swimming pool, playhouse, wall, fence, exterior lighting, garage, or any other building or structure, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to a Residential Dwelling or other Improvement, unless the Plans for the same have been submitted to and approved by the Architectural Control Committee in accordance with the terms and provisions of this Article.

Prior to the commencement of a Residential Dwelling or other Improvement on a Lot, the Owner thereof shall submit to the Architectural Control Committee Plans and related data for each proposed Improvement. The Architectural Control Committee shall, in its sole discretion, determine whether the Plans and other data submitted by an Owner for approval are acceptable.

The Architectural Control Committee shall have the right to disapprove any Plans upon any ground which is consistent with the objectives and purposes of this Amended and Restated Declaration, including purely aesthetic considerations; failure to comply with any of the provisions of this Amended and Restated Declaration; failure to provide requested information; objection to exterior design, appearance or materials; objection on the ground of incompatibility of any such proposed Improvement with the general plan and scheme of development for the Subdivision; objection to the location of any proposed Improvement; objection to the landscaping plan for such Lot; objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of the Residential Dwelling or other Improvement; or any other matter which, in the reasonable, good faith judgment of the Architectural Control Committee, would render the proposed Residential Dwelling or other Improvement inharmonious with the general plan and scheme of development for the Subdivision. The Architectural Control Committee shall have the right to approve submitted Plans with conditions or stipulations by which the Owner of such Lot shall be obligated to comply and must be incorporated into the Plans for such Residential Dwelling or other Improvement. Approval of Plans by the Architectural Control Committee for Improvements on a particular Lot shall not be deemed an approval or otherwise obligate the Architectural Control Committee to approve similar Plans for proposed Improvements for another Lot.

Any revisions, modifications or changes in Plans previously approved by the Architectural Control Committee must be approved by the Architectural Control Committee in the same manner specified above.

If construction a Residential Dwelling or other Improvement has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing related construction work) within ninety (90) days of approval by the Architectural Control Committee of the Plans for such Residential Dwelling or other Improvement, then no construction may be commenced (or continued) on such Lot and the Owner of such Lot shall be required to resubmit all Plans for any Residential Dwelling or other Improvement to be constructed on the Lot to the Architectural Control Committee for approval in the same manner specified above.

Section 6.3. Address of Committee. The address of the Architectural Control Committee shall be the address of the Association as reflected on the most recently recorded Management Certificate.

Section 6.4. Architectural Guidelines. The Architectural Control Committee, with the approval of the Board, may promulgate, supplement or amend Architectural Guidelines to

provide an outline of minimum acceptable standards for the construction of Residential Dwellings and Improvements on Lots and to establish construction policies and procedures. Provided, however, that the Architectural Guidelines shall provide only minimum standards and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvement. If the recorded Architectural Guidelines impose requirements that are more stringent than the provisions of this Amended and Restated Declaration, without conflicting with this Amended and Restated Declaration, the provisions of the recorded Architectural Guidelines shall control.

Section 6.5. Failure of Committee to Act on Plans. A request for approval of a proposed Improvement on a Lot shall be deemed to be approved by the Architectural Control Committee unless written approval is transmitted to the Owner by the Architectural Control Committee within thirty (30) days after the date of actual receipt by the Architectural Control Committee of the request at its office. Provided that, if the Architectural Control Committee requests additional information or materials from an applicant in writing within the specified thirty (30) day period, the applicant's request shall be deemed to be disapproved, whether or not so stated in the written communication. Notwithstanding the written approval of the Architectural Control Committee of Plans for a proposed Improvement, an Owner shall not construct or maintain an Improvement on a Lot that violates any provision of this Amended and Restated Declaration or the Architectural Guidelines, the Architectural Control Committee at all times retaining the right to object to an Improvement on a Lot that violates any provision of this Amended and Restated Declaration or the Architectural Guidelines.

An applicant shall have the right to appeal an adverse decision of the Architectural Control Committee to the Board of Directors. The Board of Directors shall have the authority to adopt procedures for appeals of decisions of the Architectural Control Committee. In the event of an appeal, the decision of the Architectural Control Committee shall remain in effect during the pendency of the appeal. The decision of the Board of Directors shall be conclusive and binding on all parties.

Section 6.6. Prosecution of Work After Approval. After approval of a proposed Improvement on a Lot, the proposed Improvement shall be prosecuted diligently and continuously and shall be completed within the time frame approved by the Architectural Control Committee and in strict conformity with the description of the proposed Improvement in the Plans submitted to and approved by the Architectural Control Committee. No building materials shall be placed on a Lot until the Owner is ready to commence construction. Owners shall keep the job site and all surrounding areas clean during the progress of construction. All construction trash, debris and rubbish on each Lot shall be properly disposed of at least weekly. In no event shall any used construction material be buried in a Lot or beneath a Residential Dwelling or other Improvement. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on a street in the Subdivision. Removal of materials and debris shall occur not later than thirty (30) days following completion of the exterior of the Residential Dwelling or other Improvement.

Section 6.7. No Implied Waiver or Estoppel. No action or failure to act by the Architectural Control Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors. Specifically, the approval by the Architectural Control Committee of an Improvement on a Lot shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement on another Lot or any similar Plans submitted with respect to any other Improvement on a Lot.

Section 6.8. Power to Grant Variances. The Architectural Control Committee may authorize variances from compliance with any of the provisions of Article IX of this Amended and Restated Declaration (but not any use restrictions set forth in Article VIII), including restrictions upon placement of structures, the time for completion of construction of Improvements on a Lot, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. If any such variance is granted, no violation of the provisions of this Amended and Restated Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not (a) operate to waive any of the provisions of this Amended and Restated Declaration or the Architectural Guidelines for any purpose except as to the particular Lot and the particular provision hereof covered by the variance, (b) affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, or (c) affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

Section 6.9. Compensation of Architectural Control Committee Members. The members of the Architectural Control Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties as the Board from time to time may authorize or approve, but they shall not otherwise be compensated by the Association.

Section 6.10. Estoppel Certificates. The Board of Directors, upon the reasonable request of an interested party and after confirming any necessary facts with the Architectural Control Committee, shall furnish a certificate with respect to the approval or disapproval of an Improvement on a Lot or with respect to whether an Improvement on a Lot was constructed in compliance with the provisions of this Amended and Restated Declaration and the Architectural Guidelines. Any person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

Section 6.11. Nonliability for Architectural Control Committee Action. None of the members of the Architectural Control Committee, the Association, any member of the Board of Directors, or their respective agents or representatives 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 Architectural Control Committee except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing a matter, the Architectural Control Committee shall not inspect, guarantee or warrant the workmanship of the Improvement, including its design, construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the Improvement is suitable or fit for its intended purpose.

Section 6.12. Subsurface Conditions. The approval of Plans by the Architectural Control Committee for a Residential Dwelling or other Improvement on a Lot shall not be construed in any respect as a representation or warranty by the Architectural Control Committee to the Owner submitting such Plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvement contemplated by such Plans. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of a Lot for the construction of any contemplated Improvement thereon.

ARTICLE VII
Exterior Maintenance

No Residential Dwelling or other Improvement on a Lot shall be permitted to fall into disrepair, and each Residential Dwelling or other Improvement on a Lot shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining the exterior of the Residential Dwelling and other Improvements on the Lot in a reasonable manner and in accordance with the standards of the Subdivision and the Board of Director's reasonable, good faith determination shall be conclusive and binding on all parties. In the event the Owner of a Lot fails to keep the exterior of the Residential Dwelling or other Improvement on the Lot in good condition and repair, and such failure continues after not less than ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot and repair and/or paint the exterior of the Residential Dwelling or other Improvement on the Lot and otherwise cause the Residential Dwelling or other Improvement on the Lot to be placed in good condition and repair, and do every other thing necessary to secure compliance with this Amended and Restated Declaration; the Association shall charge the Owner of the Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charges, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article IV of this Amended and Restated Declaration. Interest thereon at the rate of ten percent (10%) per annum shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

ARTICLE VIII
General Provisions Relating to Use and Occupancy

Section 8.1. Single Family Residential Use. Each Lot and the Residential Dwelling and other Improvements on a Lot shall be used for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, without limitation, the use of a Lot for any business, professional or commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling and other Improvements for residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business, professional, or commercial related sign, logo or symbol displayed on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional, or commercial related purpose on a regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

No Owner shall be permitted to lease his Lot or the Residential Dwelling on the Lot for hotel or transient purposes. Only the entirety of the Lot and Residential Dwelling on the Lot may be leased; one or more rooms in a Residential Dwelling shall not be leased. Each lease shall provide that the lessee shall be bound by and subject to all the obligations under this Amended and Restated Declaration and a failure to comply with the provisions of this Amended and Restated Declaration shall be a default under the lease. The Owner making such lease shall not be relieved from any obligation to comply with the provisions of this Amended and Restated Declaration. The Residential Dwelling on a Lot may be occupied by a domestic worker, caregiver or nanny who provides services to the family occupying the Residential Dwelling on the Lot.

No Residential Dwelling shall be occupied by more persons than the total number of bedrooms in the Residential Dwelling (as originally designed) multiplied by two and one half (2½); provided that, this restriction shall not be applicable to the members of a single family and one (1) domestic worker, caregiver or nanny residing in the Residential Dwelling.

Section 8.2. Passenger Vehicles. Except as provided in Section 8.3, below, no Owner, lessee, or occupant of a Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store any vehicle on a Lot which is visible from a street in the Subdivision or a neighboring Lot other than a passenger vehicle or pick-up truck and then only if parked on the driveway. For purposes of this Amended and Restated Declaration, the term "passenger vehicle" is limited to a vehicle which displays a passenger vehicle license plate issued by the State of Texas or by another state of the United States of America, and a sport utility vehicle used as a family vehicle (whether the sport utility vehicle displays a passenger or truck vehicle license plate); the term "pick-up truck" is limited to a one and one-half (1½) ton capacity pick-up truck which has not been adapted or modified for commercial use. No vehicle of any kind shall be parked on an unpaved portion of a Lot for any length of time. The Association shall have the right to cause a vehicle parked on Common Area owned by the Association in violation of the provisions of this Amended and Restated Declaration to be towed in the manner provided in the Texas Transportation Code.

No inoperable vehicle shall be parked, kept or stored on a Lot if visible from a street in the Subdivision or a neighboring Lot. For purposes of this Section, a vehicle shall be deemed to be inoperable if (a) it does not display all current and necessary licenses and permits, (b) it does not have fully inflated tires, (c) it is on a jack, blocks or the like, or (d) it is otherwise incapable of being legally operated on a public street or right-of-way.

Section 8.3. Other Vehicles. No mobile home trailer, utility trailer, recreational vehicle, motorcycle, all-terrain vehicle (ATV), boat or the like shall be parked, kept or stored on a street in the Subdivision or on any portion of a Lot if visible from a street in the Subdivision or a neighboring Lot. A mobile home trailer, utility trailer, recreational vehicle, motorcycle, ATV, boat or the like may be parked in the garage on a Lot or in some other structure approved by the Architectural Control Committee, but only if fully concealed from view from the street in front of the Lot and, in the case of a corner Lot, the side street.

Section 8.4. Vehicle Repairs. No passenger vehicle, pick-up truck, mobile home trailer, utility trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed, or repaired on a Lot if visible from a street in the Subdivision or a neighboring Lot.

Section 8.5. Nuisances. No Lot or Residential Dwelling or other Improvement on a Lot shall have any conspicuous infestation of pests, rodents, insects or other vermin or accumulation of trash, debris or other waste which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents or hazardous to the health or well-being of surrounding residents. No condition or activity shall be permitted on a Lot which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents by reason of noise, odor, dust, fumes or the like. Any type of garage sale, rummage sale, yard sale or similar activity shall be restricted to a maximum duration of two (2) consecutive days and four (4) calendar days per year per Lot and may be held only after providing notification of such to the Association or its representative. Any garage sale, rummage sale, yard sale or similar activity that exceeds two (2) consecutive days in duration or four (4) calendar days per year per Lot is deemed to constitute a nuisance. No

nuisance shall be permitted to exist or operate on a Lot. For purposes hereof, a nuisance shall be an activity or condition on a Lot which is reasonably considered by the Board of Directors to be offensive or an annoyance to surrounding residents of ordinary sensibilities and/or which is reasonably determined to reduce the desirability of either the Lot on which the activity or condition exists or an adjacent Lot.

Section 8.6. Trash; Trash Containers. No garbage or trash or garbage or trash container shall be maintained on a Lot so as to be visible from a street in the Subdivision except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. Garbage and trash made available for collection shall be placed in tied trash bags or covered containers, or as otherwise provided in any trash disposal contract entered into by the Association.

Section 8.7. Clothes Drying. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on a Lot if visible from a street in the Subdivision or a neighboring Lot at ground level. No clothes shall be dried or aired outside if visible from a street in the Subdivision or a neighboring Lot at ground level.

Section 8.8. Animals. No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on a Lot and then only if they are kept thereon solely as domestic pets and not for commercial or agricultural purposes. Horses, cows, pigs, hogs, chickens, poultry, and similar types of farm animals, whether as pets or for any other purpose, are prohibited on Lots. No exotic animal or breed of animal that is commonly recognized to be inherently aggressive or vicious toward other animals and/or humans is permitted in the Subdivision. No unleashed dog is permitted on a street in the Subdivision or on the Common Area. Each dog must be kept either in the Residential Dwelling or other Improvement on the Lot or in a yard fully enclosed by a fence. An "invisible" fence that controls dogs through underground electrical wiring is an acceptable form of maintaining a dog in the yard of a Lot. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of an animal or bird shall be maintained so as to be visible from a street in the Subdivision or a neighboring Lot at ground level without the prior written consent of the Architectural Control Committee. The Board shall have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal or bird is a generally recognized house or yard pet, an exotic animal, an inherently aggressive or vicious animal, or a nuisance, or whether the number of animals or birds kept on a Lot is reasonable, and its reasonable, good faith determination shall be conclusive and binding on all parties.

Section 8.9. Diseases and Insects. No Owner shall permit any thing or condition to exist on a Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 8.10. Restriction on Further Subdivision. No Lot shall be further subdivided and no portion less than the entirety of a Lot as shown on the Plat shall be conveyed by an Owner to another party.

Section 8.11. Consolidation of Lots. Notwithstanding any provision in this Amended and Restated Declaration to the contrary, the Owner of one or more adjoining Lots may consolidate such Lots into one (1) building site, with the privilege of constructing a Residential Dwelling on the resulting site, in which event setback lines shall be measured from the resulting side property lines rather than from the side lot lines indicated on the Plat. Provided that, the Owner of the Lots to be consolidated must comply with any replatting requirements imposed by any governmental entity having jurisdiction. Any such consolidated building site must have a

frontage at the building setback line of not less than the minimum frontage shown on the Plat. Upon the consolidation of one or more adjoining Lots, and the substantial completion of a Residential Dwelling thereon, the consolidated building site shall be considered a single Lot for purposes of membership in the Association, voting rights and assessments.

Section 8.12. Signs. No sign shall be erected or maintained on a Lot except:

- (i) Street signs and such other signs as may be required by law;
- (ii) During the time of construction of a new Residential Dwelling on a Lot or a major renovation to the Residential Dwelling on a Lot, one (1) ground-mounted builder identification sign having a face area not larger than six (6) square feet, two (2) feet by three (3) feet, and located in the front yard of the Lot;
- (iii) One (1) "for sale" or "for lease" sign not larger than six (6) square feet, two (2) feet by three (3) feet, and not extending more than four (4) feet above the ground;
- (iv) Ground mounted political signs as permitted by law; provided that, only one (1) sign for each candidate or ballot item shall be displayed on a Lot earlier than the 90th day before the date of the election to which the sign relates or longer than the 10th day after the election date; and
- (v) Home security signs and/or school spirit signs, if approved by the Architectural Control Committee, but then only in strict accordance with any recorded Architectural Guidelines governing such signs.

The Association shall have the authority to go upon a Lot and remove a sign displayed on the Lot in violation of this Section without liability in trespass or otherwise.

On the date of an election, one (1) ground mounted sign per candidate and one (1) ground mounted sign per other ballot item is permitted on the Common Area adjacent to Westhurst; provided that, no such sign shall be larger than six (6) square feet, two (2) feet by three (3) feet, or extend above the ground more than four (4) feet. The Association shall have the authority to remove any sign displayed on the Common Area in violation of these provisions.

Section 8.13. Lot Maintenance. The Owner or occupant of a Lot shall at all times keep all landscaping (including, without limitation, the grass, landscape beds, shrubs and trees) maintained in a sanitary, healthful and attractive manner. In no event shall an Owner use a 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. An Owner shall not burn any leaves, trash, debris or the like on a Lot. The Owner or occupant of a Lot at the intersection of streets, where the rear yard or portion of the Lot is visible to full public view, shall construct and maintain a suitable enclosure approved in writing by the Architectural Control Committee to screen yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and in accordance with the standards of the Subdivision and the Board of Directors' reasonable, good faith determination shall be conclusive and binding on all parties. In the event the Owner or occupant of any Lot fails to maintain the Lot in a reasonable manner as required by this Section and such failure continues after not less than ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon

said Lot and cause the Lot to be mowed, edged and cleaned, cause the landscaping beds to be weeded and cleaned, cause shrubs and trees to be trimmed or pruned, and do every other thing necessary to secure compliance with the provisions of this Amended and Restated Declaration; the Association shall charge the Owner of the Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charges, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article IV of this Amended and Restated Declaration. Interest thereon at the rate of ten percent (10%) per annum shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

ARTICLE IX

General Provisions Relating to Design, Construction and Materials

Section 9.1. Type of Construction and Materials.

A. Types of Buildings. No building shall be erected, altered, placed or permitted to remain on a Lot other than:

- (i) one detached, single family Residential Dwelling not to exceed the height limitations set forth in Section 9.2B, together with an attached or detached private garage for not less than two (2) nor more than three (3) vehicles;
- (ii) one (1) permitted accessory building, and
- (iii) one (1) permitted play structure

all of which are subject to the prior written approval of the Architectural Control Committee.

B. Temporary Structures. No building or structure of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or other building, other than the permanent Residential Dwelling, an attached or detached garage, one (1) accessory building approved in writing by the Architectural Control Committee, and one (1) permitted play structure approved in writing by the Architectural Control Committee, shall be placed on a Lot, either temporarily or permanently, and no residence house, garage or other structure appurtenant thereto shall be moved onto a Lot from another location.

No permitted accessory building shall exceed twelve (12) feet in height, measured from the ground to the highest point of the accessory building, or have a ground floor area that exceeds five hundred (500) square feet. An accessory building must be located in the rear yard of the Lot and within the applicable building setbacks. Provided that, the Architectural Control Committee, shall have the authority to require an accessory building on a Lot to be located farther from the rear or a side property line of such Lot than the applicable building setbacks to minimize the visibility of the accessory building, as deemed appropriate by the Architectural Control Committee in its sole discretion.

C. Garages. A garage must be provided for a Residential Dwelling and in no case shall a carport or porte cochere act as or be substituted for a garage. No garage shall be placed or maintained on an easement. All garages shall be enclosed by metal or wood garage doors with a paneled design that are harmonious in quality and color with the exterior of the appurtenant Residential Dwelling. Each garage on a Lot is required to be used for housing vehicles used or kept by the persons who reside on the Lot.

D. Antennas. No exterior antenna, aerial, satellite dish, or other apparatus for receiving television, radio, satellite or other signals of any kind shall be placed, allowed or maintained on a Lot or Residential Dwelling if visible from a street in the Subdivision, Common Area or another Lot unless it is not possible to receive an adequate signal from a location that is not visible from a street in the Subdivision, Common Area or another Lot. In the event that an adequate signal can only be received from a location that is visible from a street in the Subdivision, Common Area or another Lot, the visible location of the antenna must be approved by the Architectural Control Committee prior to installation. The Architectural Control Committee may require an antenna to be screened in whatever manner is deemed appropriate so long as the screening does not substantially interfere with reception. No satellite dish antenna which is larger than one (1) meter in diameter is permitted under any circumstances. A mast for an antenna shall not extend above the center ridge of the roofline of a Residential Dwelling unless otherwise permitted by the Act (as defined below). Provided that, in no event shall a mast for an antenna that exceeds the height of twelve (12) feet above the center ridge of the roofline of a Residential Dwelling be installed without the prior written approval of the Architectural Control Committee; an antenna may be prohibited if the antenna cannot be safely installed on a mast that extends more than twelve (12) feet above the center ridge of the roofline of the Residential Dwelling. No exterior antenna, aerial, satellite dish, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed or maintained on any Lot or Residential Dwelling. The provisions of this paragraph are intended to be consistent with the Telecommunications Act of 1996 (the "Act") and FCC regulations promulgated under the Act, as same presently exist or may hereafter be amended; the provisions of this paragraph shall be construed to be as restrictive as possible without violating the provisions of the Act or applicable FCC regulations.

E. Exterior Finish. All exterior finishes, brick, stonework, stucco and other masonry material and mortar on the front and sides of the Residential Dwelling on each Lot, excluding doors, shutters, trim work, eaves and dormers must be approved in writing by the Architectural Control Committee as to type, size, color and application. The Architectural Control Committee may maintain a brick, stone, stucco, or masonry pallet of approved selections for exterior finishes for proposed Improvements. No concrete, concrete block or cinder block shall be used as an exposed building surface. No vinyl siding or aluminum siding shall be used as exterior finish on the Residential Dwelling. Any concrete, concrete block or cinder block utilized in the construction of a Residential Dwelling or for retaining walls and foundations shall be finished in the same materials utilized for the remainder of the Residential Dwelling. Metal flashing, valleys, vents and gutters installed on a Residential Dwelling shall blend or be painted to blend with the color of the exterior materials to which they are adhered or attached. Brick, stone or stucco on the exterior of a Residential Dwelling may not be painted without the prior written consent of the Architectural Control Committee.

F. Exterior Lighting. All exterior lighting on a Lot must conform to the specifications set forth in the Architectural Guidelines and be approved in writing by the Architectural Control Committee as to type, location and illumination. No exterior lighting shall be directed toward another Lot or illuminate beyond the boundaries of the Lot on which the lighting fixture is situated. High intensity area lighting, such as mercury vapor or high-pressure sodium, is not permitted.

G. Mailboxes. Each Residential Dwelling on a Lot shall have a mailbox installed at the street. A mailbox must be in compliance with minimum U.S. Postal Service requirements and approved in writing by the Architectural Control Committee prior to construction. A maximum of one (1) mailbox is permitted per Lot.

H. Roofing. Roofing materials shall be architectural asphalt composition shingles, fiberglass composition shingles, slate, metal or tile. The roofing material proposed to be used on a Residential Dwelling or other Improvement on a Lot must be approved in writing by the Architectural Control Committee as to type, quality, color and compatibility prior to construction.

I. Window Treatments and Doors. Reflective glass shall not be permitted on the exterior of a Residential Dwelling or other Improvement on a Lot. No foil or other reflective materials nor temporary coverings shall be installed on or in a window or used for a sunscreen, blind, shade or other purpose except as approved in writing by the Architectural Control Committee. Burglar bars on the exterior of windows or doors require the prior written approval of the Architectural Control Committee.

J. Play Structures. One (1) free-standing play structure is permitted on a Lot with the prior written approval of the Architectural Control Committee; provided that, in no event shall a permitted play structure exceed twelve (12) feet in height, measured from the ground to the highest point of the play structure, and in no event shall a platform of a play structure extend above the ground more than five (5) feet.

K. Landscaping. Rock or similar hardscape may be incorporated into the landscaping if approved in writing by the Architectural Control Committee. No bird baths, fountains, reflectors, flag poles, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free-standing bird houses or other fixtures and accessories shall be placed or installed within the front or side yards of a Lot, unless approved in writing by the Architectural Control Committee.

A tree on a Lot which dies or is destroyed by a storm or other act of God or is otherwise removed must be replaced with a tree with a caliper of not less than two (2) inches measured twelve (12) inches above grade within thirty (30) days of the date of the removal of the tree, unless a longer period to replace the tree is approved in writing by the Architectural Control Committee.

L. Seasonal Decorations. Seasonal or holiday decorations may be displayed on a Lot or Residential Dwelling or other Improvement on a Lot only for a reasonable period of time before and after the holiday to which the holiday decorations relate. In the event of any dispute, the reasonable, good faith decision of the Board of Directors concerning a reasonable period of time before and after a holiday shall be conclusive and binding on all parties.

M. Swimming Pools and Other Water Amenities. No swimming pool, outdoor hot tub, reflecting pond, sauna, whirlpool, lap pool or other water amenity shall be constructed, installed, and maintained on a Lot without the prior written approval of Architectural Control Committee. No waterfall or similar type of water amenity or feature shall extend more than eight (8) feet above grade on a Lot. Permanent, above-ground swimming pools are not permitted. No fountain is permitted in the front yard of a Lot without the prior written approval of the Architectural Control Committee.

N. Driveways and Sidewalks. All driveways and sidewalks on a Lot which are visible from a street in the Subdivision shall be paved with concrete, natural stone or unit masonry. No driveway or sidewalk shall be constructed or installed on a Lot or painted or stained without the prior written approval of the Architectural Control Committee. Driveways shall not exceed fifteen (15) feet in width except as required for garage or porte cochere access or as otherwise permitted in writing by the Architectural Control Committee. All driveways and

sidewalks on a Lot shall be properly maintained and repaired by the Owner of the Lot. The Board of Directors shall have the authority to determine whether a driveway or sidewalk on a Lot is being properly maintained in accordance with the standards of the Subdivision and its reasonable, good faith determination shall be conclusive and binding on all parties.

O. Basketball Goals. No pole-mounted or wall or roof mounted basketball goal shall be installed on a Lot without the prior written approval of the Architectural Control Committee. Upon reviewing an application for a pole-mounted or wall or roof mounted basketball goal, the Architectural Control Committee is expressly authorized to consider, in addition to all other factors, the location of the proposed basketball goal in relation to the Residential Dwelling on an adjacent Lot and the potential impact on the Owner or occupant of an adjacent Lot with regard to noise. A portable basketball goal shall not be located on a Lot nearer to the front property line than the front wall of the Residential Dwelling on the Lot, whether or not in use; a portable basketball goal in a street or at the curb is prohibited.

Section 9.2. Size and Location of Residences.

A. Minimum Allowable Area of Living Space. The minimum allowable area of living space in a one-story or two-story Residential Dwelling on a Lot shall be one thousand five hundred (1,500) square feet. The minimum allowable area of living space in the ground level of a two-story Residential Dwelling on a Lot shall be one thousand (1,000) square feet. For purposes of this Amended and Restated Declaration, the term "living space" excludes steps, porches, exterior balconies, and garages and shall be calculated by measuring from the outside face of the stud frame of the exterior wall.

B. Maximum Allowable Height of Building. No Residential Dwelling shall have more than two (2) stories of living space above finished grade, except in a case where a third (3rd) story of living space is contained within the volume defined by the roof plans of the Residential Dwelling. In no event shall the height of a Residential Dwelling exceed thirty-four (34) feet above finished grade. The pitch of the roof of a garage on a Lot shall be compatible with the pitch of the roof of the Residential Dwelling on the Lot. In no event shall the height of a detached garage with or without second story living space exceed the height of the Residential Dwelling on the Lot.

C. Location of Improvements - Setbacks. No Residential Dwelling, garage or other structure shall be located nearer to any front, side or rear Lot line than as permitted by the utility easements and the setback lines shown on the Plat. However, all Residential Dwellings constructed on Lots may have one outside wall abutting the property line designated by the Architectural Control Committee as the "zero setback line" for that Lot, except in the case of corner Lots or unless a different layout is authorized in writing by the Architectural Control Committee. Corner Lots may have a "zero setback line" opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, Residential Dwellings or appurtenant structures on a Lot shall not be less than five (5) feet from the Residential Dwelling or appurtenant structure on any contiguous Lot(s). Overhang of the walls and roofs of such buildings or structures shall be permitted beyond the zero setback lines and property lines so long as such overhang does not extend out more than eighteen (18) inches from the slab or foundation and roofs on the zero setback line shall be constructed in such a manner as not to drain onto the adjacent Lot. No windows, doors or other openings may be placed in the wall built on or parallel to the zero setback line unless the wall is a minimum of three (3) feet from the zero setback line except that walls on the zero setback line may have openings if such wall faces onto a reserve or easement.

D. Zero Setback Line Building Materials. The side wall of a Residential Dwelling or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material consisting of masonry with brick-face exterior or similar material as approved by the Architectural Control Committee; and such walls shall satisfy the City of Houston Building Code as to fire resistance.

Section 9.3. Fences.

A. Fences on Lots. No fence or wall shall be located nearer to the front property line of a Lot than the front of the Residential Dwelling, unless approved in writing by the Architectural Control Committee and then only if determined by the Architectural Control Committee, in its sole discretion, to be consistent with the architectural design of the Residential Dwelling. In no event shall a fence or any portion of a fence be constructed of chain link, barbed wire or razor wire.

B. Maintenance of Fences. Ownership of any wall or fence erected on a Lot shall pass with title to such Lot and it shall be the Lot Owner's responsibility to maintain such wall or fence. If a fence is located on the property line separating two (2) Lots, the Owners of the two (2) Lots shall have equal responsibility to maintain, repair and/or replace the fence. In the event the Owner or occupant of any Lot fails to maintain a wall or fence on the Lot in a reasonable manner as required by this Section and such failure continues after ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the wall or fence to be repaired or maintained and to do every other thing necessary to secure compliance with this Amended and Restated Declaration, and may charge the Owner of such Lot for the cost of such work. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining a fence or wall on his Lot in a reasonable manner and in accordance with the standards of the Subdivision and the Board of Directors' reasonable, good faith determination shall be conclusive and binding on all parties. The Owner agrees by the purchase of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article IV of this Amended and Restated Declaration. Interest thereon at the rate of ten percent (10%) per annum shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

ARTICLE X

Easements

Section 10.1. Utility Easements. Utility easements for the construction, addition, maintenance, and operation of all necessary utility systems are shown on the Plat or other recorded instruments.

Section 10.2. Access Easements. Each Lot and the Common Area shall be subject to a three (3) foot access easement for the construction, repair and maintenance of Improvements located upon any adjacent Lot where said Improvements are located on the "zero setback line" of the adjacent Lot. The zero setback line Owner must replace any fencing, landscaping or other items on the adjoining Lot that he may disturb during such construction, repair or maintenance. Additionally, this easement, when used, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. The zero setback line Owner must notify the Owner of the adjacent Lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty-four (24) hours before any work is started, with the hours

that such access easement may be utilized being restricted to between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and 9:00 A.M. to 6:00 P.M. on Saturdays.

ARTICLE XI

Fire or Casualty: Rebuilding

In the event of a fire or other casualty causing damage or destruction to the Residential Dwelling or other Improvement on a Lot, the Owner of such damaged or destroyed Residential Dwelling or Improvement shall, within ninety (90) days after such fire or casualty (or such longer period if agreed to in writing by the Board of Directors), contract to repair or reconstruct the damaged portion of Residential Dwelling or Improvement and shall cause the Residential Dwelling or Improvement to be fully repaired or reconstructed in accordance with the original Plans therefor, or in accordance with new Plans presented to and approved by the Architectural Control Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling or Improvement, to the end that the Residential Dwelling or Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling or Improvement shall be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction (or such longer period if agreed to in writing by the Board of Directors). In the event that the repair and reconstruction of the Residential Dwelling or Improvement has not been commenced within ninety (90) days after such fire or casualty (or such longer period if agreed to in writing by the Board of Directors), and the damaged or destroyed Residential Dwelling or Improvement has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association, shall upon thirty (30) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, have the authority but not the obligation to enter upon the Lot, raze the Residential Dwelling or Improvement and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling or Improvement and to restore the Lot to its original condition, plus fifty percent (50%) of such costs for overhead and supervision, shall be charged to the Owner's assessment account, secured by the lien created in Article IV of this Amended and Restated Declaration and collected in the manner provided in Article IV of this Amended and Restated Declaration. Interest thereon at the rate of ten percent (10%) per annum shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

ARTICLE XII

Duration and Amendment

Section 12.1. Duration. The provisions of this Amended and Restated Declaration shall remain in full force and effect until January 1, 2030, and shall be extended automatically for successive ten (10) year periods; provided however, that this Amended and Restated Declaration may be terminated on January 1, 2030, or on the commencement of any successive ten (10) year period by filing for record in the Official Public Records of Real Property of Harris County, Texas, an instrument in writing signed by Owners representing not less than seventy-five percent (75%) of the Lots in the Subdivision agreeing to terminate this Amended and Restated Declaration.

Section 12.2. Amendment. The provisions of this Amended and Restated Declaration may be amended at any time by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than two-thirds (2/3) of the Lots have approved such amendment, in writing, setting forth the amendments, and duly recorded in the

Official Public Records of Real Property of Harris County, Texas. In the event that there are multiple Owners of a Lot, the written approval of an amendment to this Amended and Restated Declaration may be reflected by the signature of a single Co-Owner. Any legal challenge to the validity of an amendment to this Amended and Restated Declaration must be initiated within one (1) year after the date the amendment document is recorded in the Official Public Records of Real Property of Harris County, Texas.

ARTICLE XIII **Miscellaneous**

Section 13.1. Severability. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Amended and Restated Declaration, the remainder of this Amended and Restated Declaration shall remain in full force and effect.

Section 13.2. Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 13.3. Articles and Sections. Article and section headings in this Amended and Restated Declaration are for convenience of reference and shall not affect the construction or interpretation of this Amended and Restated Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Amended and Restated Declaration.

Section 13.4. Delay in Enforcement. No delay in enforcing the provisions of this Amended and Restated Declaration 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.

Section 13.5. Enforceability. The provisions of this Amended and Restated Declaration shall run with the Property and shall be binding upon and inure to the benefit of and be enforceable by the Association, each Owner and occupant of a Lot in the Subdivision, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of the provisions of this Amended and Restated Declaration, the Rules and Regulations, and the Architectural Guidelines adopted by the Association and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions of this Amended and Restated Declaration, the Rules and Regulations or the Architectural Guidelines. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article IV of this Amended and Restated Declaration. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of this Amended and Restated Declaration, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

Section 13.6. Interpretation. The provisions of this Amended and Restated Declaration shall be liberally construed to give effect to their purposes and intent.

Section 13.7. Existing Conditions. The provisions of this instrument shall become effective upon recording. If a circumstance, condition or improvement ("Condition") exists as of the date this instrument is recorded and the Condition is in violation of the provisions of both the Declaration of Covenants, Conditions and Restrictions for Suffolk Chase and this instrument, the Condition is required to be corrected to comply with the provisions of this instrument. If a Condition exists as of the date this instrument is recorded and the Condition is not in violation of the provisions of the Declaration of Covenants, Conditions and Restrictions for Suffolk Chase, but it is in violation of the provisions of this instrument, the Condition shall not be required to comply with the provisions of this instrument. However, if a Condition that does not comply with this instrument as of the date of recording is voluntarily or involuntarily removed or discontinued after the date this instrument is recorded, such Condition shall not be renewed or replaced in a manner inconsistent with the provisions of this instrument. The Association or any Owner of a Lot in the Subdivision shall have the right to proceed with or initiate action against any person who is in violation of the provisions of the Declaration of Covenants, Conditions and Restrictions for Suffolk Chase so long as the Condition constituting a violation of the Declaration also violates this instrument.

Executed on the dates set forth in the attached consents, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.