

Final Copy Vol 407 Pg 388

AMENDED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR

THE REPLAT OF DOVE CROSSING

THIS AMENDED DECLARATION, is made on the 12th day of November, 1998, by T B S ENTERPRISES, a Texas general partnership composed of J. C. THOMPSON, EARL H. BOWERMAN, JR., and STEVE STRIBLING, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant purchased that certain tract or parcel of land situated in Grimes County, Texas, more particularly described as follows, to-wit:

120.476 acres of land, more or less, partly out of the JESSE B. McNEALY LEAGUE, Abstract No. 44, and partly out of the D. TYLER LEAGUE, Abstract No. 55, Grimes County, Texas, and being more particularly described by metes and bounds in that certain Deed dated July 22, 1996, executed by GRANT PRIDECO, INC., to T B S ENTERPRISES, a Texas general partnership, recorded in Volume 834, Page 759, Real Property Records of Grimes County, Texas (sometimes referred to as the "Property");

WHEREAS, Declarant has previously subdivided a portion of the Property into commercial lots by that certain plat dedicated as DOVE CROSSING, PHASE I, recorded in Volume 850, Page 379, Real Property Records of Grimes County, Texas;

WHEREAS, Declarant also has filed that certain Declaration imposing certain covenants, conditions, and restrictions upon the lots in DOVE CROSSING, PHASE I, which Declaration is recorded in Volume 850, Page 382, Real Property Records of Grimes County, Texas;

WHEREAS, Declarant has now re-subdivided the entirety of the Property, including that portion heretofore subdivided, into commercial, multi-family residential, single family residential, and ranchette lots, by that certain replat of the subdivision dedicated as the REPLAT OF DOVE CROSSING, recorded in Volume ___, Page ___, Real Property Records of Grimes County, Texas (the "Replat"), and desires to amend the prior Declaration and to restrict the use of each Lot accordingly;

WHEREAS, the Property has been subdivided by the Replat into the following lots and blocks, with the intent to designate each Lot as set forth opposite the same:

Lots 1 - 3 & 6, Block 1, Commercial Lots;
 Lots 1 - 4, Block 2, Commercial Lots;
 Lots 4 & 5, Block 1, Commercial/Multi-Family Residential;
 Lots 5 & 6, Block 2, Commercial/Multi-Family Residential;
 Lots 1 - 5, Block 3, Single Family Lots;
 Lots 1 - 10, Block 4, Single Family Lots;
 Lots 1 - 10, Block 5, Single Family Lots;
 RESERVE, Block 6, Reserve Lot; and,
 Lots 1 - 15, Block 7, Ranchette Lots;

WHEREAS, Declarant has previously conveyed two lots in accordance with the original plat of DOVE CROSSING, PHASE I, and the purchasers thereof have agreed to the replat of the Property and the amendment of the prior restrictive covenants, to confirm which they are joining in the execution of these covenants, conditions, and restrictions to signify their approval of the replat and the amendment of the covenants and their acquiescence therein, hereby expressly agreeing that their property shall be subject to these covenants as amended, and ratifying and confirming the REPLAT OF DOVE CROSSING and the amendments contained therein as they may affect the lots heretofore acquired by them;

NOW THEREFORE, Declarant hereby declares that all of the Property described above (intending to include all of the Lots and Blocks listed above) shall be owned, held, leased, sold, and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Amended Declaration of Covenants, Conditions, and Restrictions for the Replat of Dove Crossing, and the covenants, conditions, and restrictions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title, or interest in the above described real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, and which Amended Declaration is in lieu of and in substitution for those certain covenants, conditions, and restrictions contained in that certain Declaration dated January 16, 1997, recorded in Volume 850, Page 382, Real Property Records of Grimes County, Texas, and Declarant hereby revokes said prior Declaration.

THE FIRST NATIONAL BANK OF ANDERSON, Anderson, Texas, as lienholder and as owner of LOT 1, BLOCK 2, DOVE CROSSING, PHASE I (now LOT 1, BLOCK 2, REPLAT OF DOVE CROSSING), and THE CHURCH OF CHRIST, Navasota, Texas, owner of LOT 4, BLOCK 2, DOVE CROSSING, PHASE I (now LOT 4, BLOCK 2, REPLAT OF DOVE CROSSING), join in the execution of this Amended Declaration for the purpose of ratifying and confirming the filing of the Replat and the imposition of this Amended Declaration as restrictions, covenants, and conditions affecting their property, and hereby expressly agree that the respective Lots owned by them shall be owned, held, leased, sold, and/or conveyed by them, and any subsequent owner thereof, subject to the Replat and this Amended Declaration and the covenants,

conditions, and restrictions set forth herein and therein, which they represent and acknowledge are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title, or interest in the respective Lots owned by them, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1
General

Section 1.01. Definitions. The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

- a. "Architectural Committee" shall mean the committee created pursuant to these restrictions to review and approve plans for the construction of Improvements upon the Property.
- b. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same are amended from time to time.
- c. "Declaration" shall mean this Amended Declaration and as it may be amended from time to time.
- d. "Declarant" shall mean and refer to T B S ENTERPRISES, a Texas general partnership, and its successors and assigns, and shall include any person or entity to which Declarant may assign its rights and privileges, duties and obligations hereunder, which are and shall be assignable.
- e. "Design Guidelines" shall mean and refer to standards, restrictions, or specifications for Replat of Dove Crossing that are published from time to time by the Architectural Committee. These guidelines shall establish standards for the construction, placement, location, alteration, maintenance, or design of any improvements to the Property.
- f. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, wells tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular, satellite, or cable television, or other utilities.
- g. "Lot" shall mean and refer to any tract of land shown upon any recorded plat map of the Property and designated

thereon by a separate number or name.

- h. "Owner" shall mean and refer to each and every person or entity who is alone or together with another person or entity a record title owner of a fee or undivided fee interest in any lot, tract, or parcel of real estate out of or part of the Property; provided, however, the term "Owner" shall not include any person or entity holding a bona fide lien or security interest in a lot, tract, or parcel of real estate out of or a part of the Property as security for the performance of an obligation. Provided further, that as to any voting rights related to amendments hereof, "Owner" shall mean and include all owners of a single lot.
- i. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.
- j. "Property" shall mean and refer to the real property (including improvements) described above as Replat of Dove Crossing and subject to this Amended Declaration, and additions thereto, as are subject to this Declaration.
- k. "Restrictions" shall mean this Amended Declaration, and as the same may be amended from time to time, together with the Architectural Committee Rules.

Section 1.02. Property Subject to Declaration. The real property covered by this Declaration is described as the 120.476 acres of land partly out of the JESSE B. McNEALY LEAGUE and partly out of the D. TYLER LEAGUE, Grimes County, Texas, subdivided into the subdivision known as REPLAT OF DOVE CROSSING as described by the map or plat thereof recorded in Volume __, Page __, Real Property Records of Grimes County, Texas. The Property and any right, title, or interest therein shall be owned, held, leased, sold, and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to the provisions of this Declaration and the covenants, conditions, and restrictions set forth herein as same may be applicable thereto, and subject to any Supplemental Declaration as provided in Section 1.03 hereof.

Section 1.03. Additions to or Deletions from Lot Designation. The Declarant, its successors and assigns, shall have the right at any time prior to December 31, 2003, to add to or delete from the designation according to the classification scheme of the Lots and

the Reserve as Declarant may, in its sole discretion, determine appropriate. Declarant may designate any of the Lots, Reserve, and Blocks as residential, multi-family, and ranchette within the time period set forth. As changes in the designation of the Lots, Reserve, and Blocks are made, if any, Declarant shall, with respect to the Lots, Reserve, and Block, record Supplemental Declarations which may incorporate this Amended Declaration therein by reference, and which may supplement or modify this Amended Declaration with such additional covenants, conditions, and restrictions which may be appropriate for those affected Lots, Reserve, or Blocks. Upon the filing of a Supplemental Declaration containing restrictive covenants pursuant thereto, then and thereafter the Owners of the Lots in the Subdivision shall have the rights, privileges, and obligations with respect to all of the Property in the Subdivision in accordance with the provisions of, and to the extent set forth in, this Amended Declaration and each such Supplemental Declaration and any amendments thereof.

ARTICLE 2 Architectural Committee

Section 2.01. Creation of Architectural Committee. Declarant hereby establishes an architectural control committee to be known as the "Architectural Committee", subject to the following provisions.

Section 2.02. Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members"), and such additional non-voting Members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate.

Section 2.03. Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

Section 2.04. Advisory Members. The Voting Members may from time to time designate Advisory Members.

Section 2.05. Term. Each Voting Member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. In the event of death or resignation of any Voting Member, the remaining Voting Member or Voting Members shall have full authority to act until a replacement Voting Member or Voting Members have been designated.

Section 2.06. Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee. Declarant may delegate this right to the Architectural Committee by written instrument. Thereafter, the Architectural Committee shall

have the right to appoint and remove all Voting Members of the Architectural Committee by majority vote.

Section 2.07. Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable, as well as limitations on length of service and terms of service on the committee.

Section 2.08. Review of Proposed Construction. Whenever in this Amended Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approval pursuant to this Amended Declaration, and perform such other duties assigned to it by this Amended Declaration, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes, nor shall the members of the Architectural Committee be personally liable for any damages related to any action or non-action the Committee may or may not take.

Section 2.09. Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration, when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by written instrument in recordable form, and must be signed by at least two (2) of the Voting Members of the Architectural Committee. The granting of such variance shall not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular Lot and the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions hereof.

Section 2.10. Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of the majority of all of the members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee. Notwithstanding anything to the contrary, in the event the Architectural Committee fails to respond to a request for approval of Plans and Specifications within fifteen (15) days of receipt of all required information, the Architectural Committee shall be deemed to have approved such Plans and Specifications.

Section 2.11. No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or different person.

Section 2.12. Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

Section 2.13. Address. Plans and Specifications shall be submitted to the Architectural Committee at 211 E. Washington Street, Navasota, Texas 77868, or such other address as may be designated from time to time.

Section 2.14. Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE 3 Easements

Section 3.01. Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Re-Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made prior to the Property becoming subject to this Amended Declaration are incorporated herein by reference and made a part of this Amended Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and for the purpose of most efficiently and economically developing the Property.

Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for public utility purposes (including without limitation, gas, water, electricity, telephone, and drainage) in favor of any person along any front, rear, or side boundary line of any Lot, which said easements shall have a maximum width of fifteen feet (15') (provided, however, that easements along side yard lot lines shall straddle such lot lines with five (5) feet on each of the adjoining Owner's Lots).

Section 3.02. Installation and Maintenance. There is hereby created an easement upon, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, gas, telephones, and electricity lines and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service line, or other utility facilities or appurtenances thereto, on, above, across, and under the Property, within such easements to the point of service on or in any Improvement, except where expressly prohibited. Notwithstanding any provision contained in this Section, no electrical lines, water lines, or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Replat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

Section 3.03. Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Amended Declaration and shown on the Replat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee. Each Owner shall be responsible for the mowing, cleaning, clearing, and general maintenance of the drainage easements and all drainage facilities located within the easement area affecting such Owner's Lot, including Retention Ponds as noted on the Replat.

Section 3.04. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid

vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

ARTICLE 4
General Restrictive Covenants Applying to
All Lots, Reserves, and Blocks Within
THE REPLAT OF DOVE CROSSING

Section 4.01. Application. The following restrictive covenants shall apply equally to all Lots, Reserves, and Blocks located within the Replat.

Section 4.02. Manufactured Homes and temporary structures prohibited. No mobile homes, manufactured homes, modular homes, trailers, recreational vehicles, tents, or other structures not constructed upon the premises of any Lot shall be allowed to remain upon any Lot, except as provided in Section 4.03.d below and as provided in Section 5.01.d.

Section 4.03. Use Limitations. The following uses of Lots are not permitted:

- a. Offensive Activities. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to other Owners. No exterior speaker, horn, whistle, bell, or other sound device, except security devices used exclusively for security purposes, shall be located, used, or placed on a Lot. The Architectural Committee, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.
- b. Activities prohibited. Activities expressly prohibited, without limitation, include (1) the use or discharge of firecrackers or other fireworks on the Property, (2) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion, (3) hunting, trapping, and discharge of firearms, or (4) activities which affect adversely the health, safety, or property values of the other Owners.
- c. Industrial Uses Prohibited. No manufacturing or industrial facilities whatsoever will be conducted or carried on in any Lot or any part thereof, or in any building or other structure erected thereon.
- d. Temporary Structures. The Declarant reserves the exclusive right to permit Owners the right to erect and maintain facilities in and upon the Property for the sole purposes of construction. Such facilities may include, but not be limited

to, "job shacks," storage areas, signs, and portable toilet facilities.

- e. Detached Permanent Storage Building. Detached storage facilities of a permanent nature used by an Owner may be located upon any Lot so long as it is shielded from view from the street and does not exceed eight feet (8') in height unless approved by the Architectural Control Committee.
- f. Construction Materials. During and after construction of any structure, no construction materials shall be stored in or upon streets.
- g. Trash. Trash or garbage containers shall only be permitted to be placed outside a maximum of two times each week for 12 hours. No Lot shall be used or maintained as a dumping ground for trash.
- h. Wind Generators. No wind generators shall be erected or maintained on any Lot if the wind generator is visible from any other Lot or public street.
- i. Solar Collectors. No solar collector shall be installed without the prior written approval of the Architectural Committee. Such installation shall be in harmony with the design of the residence.
- j. Window Coverings. All windows facing a street on any residential structure shall have draperies or shutters installed by the resident or Owner (other than the builder, except for model homes).
- k. Garage Doors. Garage Doors visible from any street shall be kept in the closed position when the garage is not being used by the Owner or occupant.
- l. Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, tractors, trucks other than pickups, boats, boat trailers, travel trailers, campers, motor homes, golf carts, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times (except when in actual use or as provided for on Commercial Lots) in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages, carports, or other structures. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened

from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any portion of a Lot, except within enclosed structures or appropriately screened from view. No racing vehicles or other stored vehicles, including without limitation, automobiles, motorcycles, or motor scooters which are inoperable or do not have a current license tag, shall not be permitted to remain visible on any Lot or to be parked on any roadway within the subdivision. No commercial vehicles larger than a standard three-quarter (3/4) or one (1) ton pickup truck or standard two-axle passenger van shall be permitted to remain on any Lot or to be parked on any roadway within the subdivision.

- m. Chemical Fertilizers, Pesticides, or Herbicides. Except as may be allowed on Ranchette Lots, no commercial chemical fertilizers, pesticides, or herbicides other than those approved by the Architectural Committee shall be used on any Lot. This provision in no way limits the use of those products which are readily available for consumer use and approved by an agency, such as the Food and Drug Administration, for the purpose intended.
- n. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon any Lot or any part of the Property.
- o. Insurance Rates. Nothing shall be done on the Property which would cause an increase in the rate of insurance or the cancellation of insurance on any Lot or any of the Improvements located thereon.
- p. Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without first obtaining the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, without approval of the Architectural Committee.
- q. General. Any use which is contrary to law or this Declaration.

Section 4.04. Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or

construction machinery, posting of signs, or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Architectural Committee in its sole good faith judgment, the Architectural Committee shall have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris or any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Committee may contract for or cause such debris to be removed, and the Owner of the Lot shall be liable for all expenses incurred in connection therewith.

Section 4.05. Construction Standards. All structures shall meet the following requirements:

- a. Roofs. The use of various roofing materials upon the structures within the Property shall be permitted. Only approved roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property shall be allowed. Flat roofs shall not be allowed, except as may be approved by the Architectural Committee for Commercial Lots and Multi-family Lots. Minimum roof pitch allowed shall be a 4:12 pitch.
- b. Exterior Building Materials.
 - i. Exterior walls must have 100% masonry coverage on any side facing a street and no less than 50% masonry coverage for the entire structure (coverage excludes windows and door openings and gables).
 - ii. Stucco exterior walls shall be the traditional three (3) coats process.
- c. Foundations. No more than eighteen (18) inches of vertical surface can be exposed to the street view and foundations must be screened according to Section 4.09.c below.
- d. Utilities. All improvements situated on a property shall be connected to the water and sewer lines as soon as practicable after same are available at the property line. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. All telephone, electric, cable, and other service lines shall meet all requirements of the City of Navasota, Texas.

- e. Paint. Exterior paint color must be approved by the Architectural Control Committee prior to painting of any improvement by the Owner. All painted improvements and other painted structures on each Lot shall be repainted by the Owner thereof at his sole cost and expense as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such property or improvement.
- f. Construction Period. Once commenced, construction shall be diligently pursued to the end that it may not be left in a partially completed condition any longer than reasonably necessary.
- g. Excavation. No excavation shall be made except in conjunction with construction of an Improvement. When such Improvement is completed, all exposed openings shall be back filled and graded.

Section 4.06. Minimum Setback Lines. All setback lines shall be in accordance with the City of Navasota Zoning Ordinance or as shown on the Replat. No structure may be placed within the setback lines, except that the following Improvements are allowed within minimum setback areas:

- a. Structures below and covered by the ground;
- b. Steps, walks, driveways, and curbing;
- c. Retaining or screening walls as approved by the Architectural Committee;
- d. Landscaping from the lot line to the foundation of any building.

Section 4.07. Signage. No sign or signs shall be displayed to the public view on any Lot except as provided in Sections 5.03, 6.04, and 7.06, and provided that Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing, and sale of the Property and other property owned by Declarant adjacent thereto.

Section 4.08. Landscape. All Lots shall be landscaped appropriately.

- a. Intent. It is the intent of these regulations to recognize, utilize, and supplement the existing landscape and visual resources. It is further the intent to structure a viable introduced landscape, ensuring consistent quality and providing for visual harmony through color and textural variety.

- b. Introduced Vegetation. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers, or turf grasses which are commonly used in Southeast Texas for landscaping purposes. Applicable standard references shall be current edition Hortus Third, 1976, and the current edition American Standard for Nursery Stock.
- c. Landscaping. Landscaping shall mean any proposed modification to any Lot including but not limited to land forming and beaming, irrigation systems, landscaped subsurface or aboveground drainage systems, paving, lot furnishings, nonstructural retaining walls, and introduced vegetation according to the plan as submitted by the Owner and approved by the Architectural Committee.
 - i. Construction Time Limit. Landscaping in accordance with the plan shall be installed within 90 days after the date the City of Navasota issues the Certificate of Occupancy. Extensions to the time limit may be granted by the Architectural Committee on a case by case basis. Application for extension must be made 30 days prior to the current approved date of completion. Under no circumstances may the total time period extend beyond 180 days.
 - ii. Type of Turf. Either permanent turf grass or Winter Rye shall be established in the front yard within 90 days of issuance of Certificate of Occupancy. Winter Rye shall be considered a temporary measure to reduce soil erosion through the winter season.
 - iii. Trees and Shrubs. Trees and shrubs shall be planted within the approved construction time limit, the season notwithstanding.
 - iv. Maintenance. Grasses and weeds shall at no time be allowed to exceed 6" in developed areas and 9" in undeveloped areas.
 - v. Required Landscaping. All Lot Owners shall be required to landscape front yards, side yards, and yards adjacent to building foundations. Trees, shrubs, ground covers, seasonal color, and turf grass shall be used in these areas to achieve the landscape intent.

Section 4.09. Screening. It is the intent of these regulations to provide for a pleasing and consistent visual experience throughout the Replat of Dove Crossing development while providing alternatives of method and material to allow for design flexibility and visual variety.

- a. Landscape as Screening. Where the screen height is to be

achieved with landscaping, it may be attained with any combination of retaining walls, beams, and shrubs. The screen height shall be fully achieved at the time of landscaping. All shrubs shall be evergreen, shall not be planted farther than 36" on center, and shall create a solid screen within one growing season.

- b. Screening of Mechanical Equipment. In each side yard containing an air conditioner unit or other visible utility system, such unit or system shall be screened from view from the street(s).
- c. Screening of Foundations. All foundations visible from the street must be screened with landscaping as described in Section 4.09.a above.
- d. Fences. Fences may be used to screen rear and side yards on Lots. Where fences are constructed adjacent to any school or open space the fence shall be constructed with face toward the open space.

Section 4.10. Duty of Maintenance. Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds, or drainage easements or rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean, and attractive not limited to, the following:

- a. Prompt removal of all litter, trash, dead vegetation, refuse and waste;
- b. Lawn mowing on a regular basis (Maximum grass height for developed properties - 6"; undeveloped property - 9");
- c. Tree and shrub pruning;
- d. Watering landscaped areas;
- e. Keeping exterior lighting facilities in working order;
- f. Keeping lawn and garden areas alive, free of weeds, and attractive;
- g. Keeping driveways in good repair;
- h. Complying with all government health and police requirements;
- i. Repair of exterior damages to improvements;
- j. Cleaning of abutting landscaped areas lying between public right-of-way lines and Lot lines, including drainage

facilities and drainage easements;

- k. Cleaning of all parking and driveway areas shall be maintained on a daily basis; and,
- l. Back-washing of swimming pools will be prohibited upon any adjoining property (public or private) and must be directly connected to the appropriate drainage system.
- m. Retention Ponds, dams, and spillways located on any Lot shall be maintained by the Owner in as good condition as same existed when the Lot upon which they may be located is purchased. No Owner shall make any structural alteration to the Retention Ponds unless required by a governmental agency.

ARTICLE 5
Commercial Restrictions
LOTS 1, 2, 3 & 6, BLOCK 1
LOTS 1 THROUGH 4, BLOCK 2
("Commercial Lots")

Section 5.01. Use Limitations. The terms Commercial Lots as used in this Article 5 shall mean and refer to the Lots listed immediately above. The following uses of Commercial Lots are not permitted:

- a. Offensive Activities. In addition to the provisions of Section 4.03.a, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Commercial Lot, except that guard dogs may be kept, provided that they do not become an annoyance or nuisance to other property Owners. Each Commercial Lot shall be maintained in a sanitary condition free of offensive or unsanitary accumulation of pet waste by the Owner of the Commercial Lot.
- b. Activities Prohibited. Activities expressly prohibited under Section 4.03.b are also prohibited on Commercial Lots. Owners may not store flammable liquids in excess of five gallons upon any Commercial Lot, except for retail sales.
- c. Prohibited Uses. No manufacturing, industrial, mechanical, or other commercial enterprise engaged in the manufacture of products from raw materials or dealing with hazardous substances will be conducted or carried on upon the Commercial Lots or any part thereof, or in any building or other structure erected thereon. No on-premise consumption of alcohol will be permitted, unless in connection with a restaurant where at least three-fourths of sales of such business are for food consumed on premises.
- d. Vehicle Storage. Notwithstanding the provisions of Section

4.03.d, no truck, bus, boat, boat trailer, trailer, motor home, camp-mobile, camper, golf cart, motorcycle, or recreational automobile shall be stored, placed, or parked outside of any business for any period longer than one (1) week. Repair and maintenance to automobiles will not be permitted.

- e. Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television, or any other type of line or wire shall be erected, placed, or maintained anywhere in or upon any Commercial Lot unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under, or on buildings or other structures; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures for construction purposes. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be approved in writing by the Declarant or the architectural committee.
- f. Antennas. No radio or television aerial wires or antenna shall be maintained on any portion of any Commercial Lot forward of the improvement constructed upon the Lot without prior written approval of the Architectural Committee. Television satellite reception discs shall be screened by a fence or other similar facility so as to conceal them from view of any public street.

Section 5.02. Acceptable Uses. The Commercial Lots are located within the City of Navasota, Texas, and are subject to the Zoning Ordinance and other ordinances of the City of Navasota, Texas. Any use allowed in the zone in which the Commercial Lots are located, except those expressly excluded in Article 4 and in Section 5.01 above, will be allowed upon the Commercial Lots. Shopping centers, retail trade, general business, commercial, restaurants, professional, or other occupations not creating a nuisance as defined above may be conducted or carried on upon the Commercial Lots. Retail sales of gasoline shall be allowed in connection with retail grocery sales. All such commercial activities must comply with all applicable zoning ordinances.

Section 5.03. Signage. Notwithstanding the provisions of Section 4.07, no sign or signs shall be displayed to the public view on any Commercial Lot except that any Owner may utilize one professional sign of not more than one thousand (1,000) square feet in size on each Lot for purposes of advertising the business activity conducted by Owner on that Lot, and shall in all respects comply with the City of Navasota sign ordinance.

ARTICLE 6
Commercial Multi-family Lot Restrictions
LOTS 4 & 5, BLOCK 1
LOTS 5 & 6, BLOCK 2
("Commercial Multi-family" Lots)

Section 6.01. Use Limitations. The term Commercial Multi-family Lots as used in this Article 6 shall mean and refer to the Lots listed immediately above.

Section 6.02. Uses prohibited. Commercial Multi-family Lots shall be subject to the same restrictions, limitations, covenants, and conditions as Commercial Lots as set out in Article 4 and Article 5 above.

Section 6.03. Acceptable uses of Commercial Multi-Family Lots. Commercial Multi-Family Lots may be used for the construction of multi-family housing, including apartments, condominiums, quadraplexes, and duplexes, as well as any use acceptable for Commercial Lots. Commercial Multi-family Lots shall have the same meaning as contained in the City of Navasota Zoning Ordinance relating to multi-family designation. The construction of all Improvements, including the number of units, number of stories, exterior material, roof, and all other elements of such Improvements shall be subject to approval and control of the Architectural Committee.

Section 6.04. Signage. Notwithstanding the provisions of Section 4.07, no sign or signs shall be displayed to the public view on any Commercial Multi-family Lot except that any Owner may utilize one professional sign of not more than one thousand (1,000) square feet in size on each Lot for purposes of advertising the business activity conducted by Owner on that Lot, and shall in all respects comply with the City of Navasota sign ordinance.

ARTICLE 7
Residential Restrictions
LOTS 1 through 5, BLOCK 3
LOTS 1 through 10, BLOCK 4
LOTS 1 through 10, BLOCK 5
("Residential Lots")

Section 7.01. Use Limitations. The term Residential Lots as used in this Article 7 shall mean and refer to the Lots listed immediately above.

Section 7.02. Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Residential Lot other than one detached single family dwelling used for residential purposes only and not to exceed two and one-half (2 1/2) stories. Except as hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage which

shall be available for parking automobiles at all times without any modification being made to the interior of said garage. The garage portion of any model home may be used by the builders for sales purposes, storage purposes, and other related purposes. Upon (or prior to) the sale of any model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage. As used herein, the term "residential purposes" shall be construed to prohibit modular homes, mobile homes, trailers, or manufactured homes from being placed on Residential Lots, or the use of Residential Lots for duplex houses, garage apartments, apartment houses, rooming houses, hostels, or communes; and no Residential Lot shall be used for educational, religious, institutional, or professional purposes of any kind whatsoever. No building of any kind or character shall ever be moved onto any Residential Lot.

Section 7.03. Minimum Square Footage within Improvements. The living area of the main residential structure located on any Residential Lot exclusive of porches and parking facilities shall not be less than one thousand two hundred (1,200) square feet. The first floor of any two story structure shall contain at least six hundred (600) square feet of total living area.

Section 7.04. Use Limitations. The following uses of Residential Lots are not permitted:

- a. Offensive Activities. In addition to the offensive activities described in Section 4.03.a above, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property, except that dogs, cats, or other household pets may be kept, provided that they do not become an annoyance or nuisance to other property owners. No resident of any Residential Lot shall permit any dog, cat or other domestic pet under his ownership or control to leave such resident's Lot. Each Residential Lot shall be maintained in a sanitary condition free of offensive or unsanitary accumulation of pet waste by the Owner of the Residential Lot.
- b. Use. No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted or carried on upon Residential Lots or any part thereof, or in any building or other structure erected thereon, save and except sales and construction management offices with the prior written approval of the Architectural Committee and compliance with applicable zoning ordinances.
- c. Exterior Building Materials. Residential improvements shall not be adorned with stylistic ornamentation or details that are out of character with the community image.
- d. Temporary Structures. In addition to the provisions of Section 4.03.d, Declarant, Owners, and builders shall also

have the temporary right to use a residence situated on a Residential Lot as a temporary office or model home during the period of and in connection with construction and sales operations on Residential Lots, but in no event shall a builder or Owner have such right for a period in excess of one (1) year from the date of substantial completion (as defined by the American Institute of Architects) of his last residential structure on a Residential Lot.

- e. Antennas and Flagpole. No radio or television aerial wires or antenna, or flagpole(s), shall be maintained on any portion of any Residential Lot forward of the main ridgeline of the house or forward of the midpoint of the main ridge in the case of a house whose main roof ridge line is not parallel to the front lot line. Furthermore, no radio or television aerial wires or antenna which extends above the highest part of the roof of the main residence on any Residential Lot shall be placed or maintained on any Residential Lot. Television satellite reception discs shall be screened by a fence or other similar facility so as to conceal them from view of any public street.
- f. Recreational Equipment. No recreational equipment, including but not limited to swing sets, skate board, or bicycle ramps, shall be permitted in the front yard of any Residential Lot.
- g. Above-ground Pools Prohibited. No above ground level swimming pool may be installed on any Residential Lot, and any swimming pool shall be designed and engineered in compliance with the City of Navasota Building Code.
- h. Underground Utility Lines. No utility lines, including, but not limited to wires or other devices for the communication or transmission of telephone or electric current or power, cable television, or any other type of line or wire, shall be erected, placed, or maintained anywhere in or upon any Residential Lot unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under, or on buildings or other structures as approved in writing by the Architectural Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures which have been previously approved in writing by the Architectural Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method, and other aspects of installation, for both temporary and permanent utilities shall be included in the Final Plan and approved in writing by the Architectural Committee. All telephone, electric, cable, or other service lines shall be installed underground and shall meet all requirements of the City of Navasota, Texas. Notwithstanding this restriction, overhead electrical distribution lines are allowed along the rear block lines only.

Section 7.05. Fencing. All privacy fencing shall be uniform and its style and location shall be subject to the approval of the Architectural Committee. No chain link or wire fabric fence will be allowed except temporarily as a container at construction sites.

Section 7.06. Signage. No sign or signs shall be displayed to the public view on any Lot except that:

- a. Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing, and sale of the properties;
- b. Any builder, during the applicable initial construction and sales period, may utilize one professional sign of not more than six (6) square feet in size on each Residential Lot owned by such builder for advertising and sales promotion;
- c. Thereafter, a dignified "for sale" sign of not more than six (6) square feet in size, acceptable to the Architectural Committee, may be utilized by the Owner of the respective Lot for the sale of the Lot;

Notwithstanding anything herein contained to the contrary, (i) no paper or cardboard signs will be permitted on any Lot, and (ii) any and all signs, if allowed, shall comply with all sign standards of the City of Navasota, Texas, as such standards may be applicable to the Property.

ARTICLE 8
Ranchette Restrictions
LOTS 1 through 15, BLOCK 7
("Ranchette Lots")

Section 8.01. Use Limitations. The term Ranchette Lots as used in this Article 8 shall mean and refer to the Lots listed immediately above.

Section 8.02. Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Ranchette Lot other than one detached single family dwelling used for residential purposes only and not to exceed two and one-half (2 1/2) stories, inclusive of garage, carport, fencing, and such other Improvements as are necessary or customarily incident to residential and ranch use, including barns, pens, and such other out-buildings as may be approved by the Architectural Committee. Except as hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage which shall be available for parking automobiles at all times without any modification being made to the interior of said garage. The garage portion of any model home may be used by the builders for sales purposes, storage purposes, and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser

thereof, the garage portion of the model home shall be converted to a fully enclosed garage. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes, trailers, or manufactured homes from being placed on Ranchette Lots, or the use of Ranchette Lots for duplex houses, garage apartments, apartment houses, rooming houses, hostels, or communes; and no Ranchette Lot shall be used for educational, religious, institutional, or professional purposes of any kind whatsoever. No building of any kind or character shall ever be moved onto any Ranchette Lot.

Section 8.03. Minimum Square Footage within Improvements. The living area of the main residential structure located on any Residential Lot exclusive of porches and parking facilities shall not be less than one thousand four hundred (1,400) square feet. The first floor of any two story structure shall contain at least one thousand (1,000) square feet of total living area.

Section 8.04. Use Limitations. The following uses of Ranchette Lots are not permitted:

- a. Offensive Activities. No swine shall be raised, bred, or kept on any Ranchette Lot, nor shall any Ranchette Lot be used for any commercial livestock or poultry operation. Dogs, cats, or other household pets may be kept, provided that they do not become an annoyance or nuisance to other Lot Owners. No resident of any Ranchette Lot shall permit any dog, cat, or other domestic pet under his ownership or control to leave such resident's Lot. Each Ranchette Lot shall be maintained in a sanitary condition free of offensive or unsanitary accumulation of pet or animal waste by the Owner of the Ranchette Lot.
- b. Use. No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted or carried on upon Ranchette Lots or any part thereof, or in any building or other structure erected thereon, save and except sales and construction management offices with the prior written approval of the Architectural Committee and compliance with applicable zoning ordinances.
- c. Exterior Building Materials. Residential improvements shall not be adorned with stylistic ornamentation or details that are out of character with the community image.
- d. Antennas and Flagpole. No radio or television aerial wires or antenna, or flagpole(s), shall be maintained on any portion of any Ranchette Lot forward of the main ridgeline of the house or forward of the midpoint of the main ridge in the case of a house whose main roof ridge line is not parallel to the front lot line. Furthermore, no radio or television aerial wires or antenna which extends above the highest part of the roof of the main residence on any Ranchette Lot, shall be placed or

maintained on any Ranchette Lot. Television satellite reception discs shall be screened by a fence or other similar facility, so as to conceal them from view of any public street.

- e. Recreational Equipment. No recreational equipment, including but not limited to swing sets, skate board, or bicycle ramps, shall be permitted in the front yard of any Ranchette Lot.
- f. Above-ground Pools Prohibited. No above ground level swimming pool may be installed on any Ranchette Lot, and any swimming pool shall be designed and engineered in compliance with the City of Navasota Building Code.
- g. Overhead Utility Lines. Utility lines may be placed overhead upon any Ranchette Lot, which may include wires or other devices for the communication or transmission of telephone or electric current or power, cable television, or any other type of line or wire as approved in writing by the Architectural Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures which have been previously approved in writing by the Architectural Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method, and other aspects of installation, for both temporary and permanent utilities shall be included in the Final Plan and approved in writing by the Architectural Committee.

Section 8.05. Fencing. The design, construction, materials, height, and location of all fences shall be approved by the Architectural Committee.

Section 8.06. Signage. No sign or signs shall be displayed to the public view on any property except that:

- a. Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing, and sale of the properties;
- b. A dignified "for sale" sign of not more than six (6) square feet in size, acceptable to the Architectural Committee, may be utilized by the Owner of the respective property for the sale of the property;
- c. Notwithstanding anything herein contained to the contrary, (i) no paper or cardboard signs will be permitted on any Lot, and (ii) any and all signs, if allowed, shall comply with all sign standards of the City of Navasota, Texas, as such standards may be applicable to the Property.

Section 8.07. Supplemental Declaration. Notwithstanding any provision of this Article 8, and in accordance with Section 1.03 of this Declaration, Declarant reserves the exclusive right and privilege to designate Lots 1 through 6, Block 7, as either multi-family or single family residential by the filing of a Supplemental Declaration.

ARTICLE 9
RESERVE, BLOCK 6
(the "Reserve")

Section 9.01. Purpose of Reserve. The Reserve is reserved by Declarant for future residential or ranchette development. Notwithstanding any provision to the contrary contained in Section 4.03.p of this Declaration, the Reserve may be re-subdivided into lots and blocks ("Reserve Lot") provided that any such re-subdivision conform to the overall general plan of Declarant's Development and that the lots and blocks contained therein be subject to this Declaration and as it may be amended, including the restrictions, covenants, and conditions contained in Article 1 through Article 4.

Section 9.02. Supplemental Declaration. As set forth in Section 1.03 of this Declaration, Declarant reserves the exclusive right and privilege to designate the Reserve as multi-family, single family residential, or ranchette by the filing of a Supplemental Declaration.

ARTICLE 10
Enforceability

Section 10.01. Compliance with Restrictions. Each Owner shall comply strictly with the provisions of this Declaration as the same may be amended from time to time. Failure to comply with any of the restrictions, covenants, or conditions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages and costs, to enforce the same by injunctive relief, or both. Suits to enforce this Declaration may be brought by the Declarant, the Architectural Committee, or by an aggrieved Owner.

Section 10.02. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risk of the validity and enforceability thereof, and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

ARTICLE 11
Miscellaneous Provisions

Section 11.01. Duration. This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with the land and shall be enforceable by any Owner of any part of the Property, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2003, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless a change (the word "change" including additions, deletions, or modifications thereto, in whole or in part) is approved by seventy-five percent (75%) of the eligible votes of the Owners in the Subdivision, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of such meeting; PROVIDED, HOWEVER, that no such change shall be effective until one (1) year following the vote referred to above, nor shall any change be effective prior to the recording of a certified copy of such resolution in the Real Property Records of Grimes County, Texas. Eligible votes shall mean one vote per Lot owned, irrespective of the number of owners of that Lot.

Section 11.02. Amendment. This Declaration may be amended or terminated at any time prior to January 1, 2004, by the owners of ninety percent (90%) of the total number of Lots. Thereafter, all Articles may be amended or terminated at any time by seventy-five percent (75%) of the total eligible votes of the Owners. Eligible votes shall mean one vote per Lot owned, irrespective of the number of owners of that Lot. Lot Owners may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Lot Owners at least thirty (30) days in advance and shall set forth the purpose of such meeting, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to December 31, 2003. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of the Property. Any such amendment or termination shall become effective when an instrument is filed for record in the Real Property Records of Grimes County, Texas, with the signatures of the requisite number of the Lot Owners of the Property (and the signature of Declarant if prior to December 31, 2003).

Section 11.03. Enforcement. Any Owner shall have the right to enforce any of the covenants and restrictions set out in this Declaration. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or

restriction, either to restrain violation or to recover damages.

Section 11.04. Severability of Provisions. If any paragraph, section, sentence, clause, or phrase of this Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, section, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null, or void.

Section 11.05. Notice. Wherever written notice to an Owner (or Owners) is permitted or required hereunder, such shall be given by the mailing of such to the Owner at the address of such Owner appearing on the records of the Grimes County Tax Appraisal District.

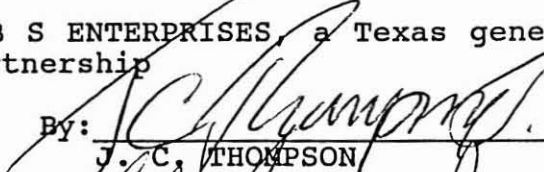
Section 11.06. Titles. The titles, heading, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 11.07. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 11.08. Successors and Assigns. The provisions hereof shall be binding upon an inure to the benefit of the Owners, the Declarant, and their respective heirs, executors, administrators, successors, and assigns.

EXECUTED as of the day and year first above written.

T B S ENTERPRISES, a Texas general partnership

By: 

J. C. THOMPSON

By: 

EARL H. BOWERMAN, JR.

By: 

STEVE STRIBLING