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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR JAMESTOWN COLONY, SECTION THREE

THE STATE OF TEXAS

COUNTY OF HARRIS

This Declaration Of Covenants, Conditions And Restrictions ("Declaration") made on the date hereinafter set forth by THE RYLAND GROUP, INC., a Maryland corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Harris County, Texas described as follows:

Jamestown Colony, Section Three, a subdivision containing approximately 33.5172 acres out of the Michael McCormick Survey, Abstract 533, Harris County, Texas, recorded in Film Code No. 371137 of the Map Records of Harris County, Texas (which plat and any amendments or replats thereof hereafter recorded are hereinafter collectively referred to as the "recorded subdivision map" or "plat").

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against the "Subdivision" (as hereinafter defined) in order to establish a uniform plan for the development, improvement and sale of the Subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future owners thereof.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Subdivision and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or

acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1  
DEFINITIONS

1.1 "Association" shall mean and refer to JAMESTOWN COLONY HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

1.2 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association elected by the members in accordance with the terms and provisions of the Bylaws.

1.3 "Bylaws" shall mean and refer to the Bylaws of the Association and any amendment, modification or revision thereof, as therein permitted.

1.4 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of Owners, together with the improvements thereon.

1.5 "Declarant" shall mean and refer to THE RYLAND GROUP, INC., a Maryland corporation, its successors and assigns.

1.6 "Lot" shall mean and refer to any of the numbered lots shown on the plat or plats of the Subdivision, upon which it is intended that a single family residence be constructed, excluding all reserve tracts.

1.7 "Maintenance Charge" shall mean the charges per Lot provided for and set out in Article 7 hereof.

1.8 "Maintenance Fund" shall mean the monies collected from the Maintenance Charge established and provided for in Article 7 hereof.

1.9 "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any property which is a part of the

Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.10 "Properties" shall mean and refer to the Subdivision and all other property within the jurisdiction of and subject to assessment by the Association, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.11 "Subdivision" shall mean and refer to JAMESTOWN COLONY, Section 3, according to the plat, and the property encompassed by its boundaries.

1.12 "Rules and Regulations" shall mean rules and regulations adopted and/or amended from time to time by the Board concerning the management and administration of the Association and Properties for the use, benefit and enjoyment of the Owners.

ARTICLE 2  
RESERVATIONS, EXCEPTIONS AND DEDUCTIONS

2.1 Recorded Subdivision Map of Subdivision. The recorded subdivision map of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded subdivision map of the Subdivision further establishes certain restrictions applicable to the Subdivision, including, without limitation, certain minimum set-back lines. All dedications, limitations, easements, restrictions and reservations shown on the recorded map of the Subdivision and any replats thereof are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

2.2 Easements. Declarant reserves for the public's use the easements and rights-of-way as shown on the recorded subdivision map of the Subdivision for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, cable television, telephone and telegraph lines, gas, water, sewers, or any other utilities Declarant sees fit to install in, across and/or under the Subdivision. Declarant reserves the right to make changes in and additions to the

above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers, or any other property of Owner on the land covered by said easements. Declarant reserves for the Association the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies (collectively, a "Cable TV Agreement") to provide cable television facilities to the Subdivision, and the Association shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain, communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the plat referenced above. Upon receipt by the Association of written request from Declarant, the Association agrees to enter into one or more Cable TV Agreements and the Association shall be entitled to any fees or other consideration paid by the cable television company in connection therewith. If the Association fails to enter into one or more Cable TV Agreements within thirty (30) days after receipt of written notice from Declarant requesting that it to do so, Declarant shall have the right and power (hereby reserved: including, without limitation, the right and power to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the plat referenced above), to enter into one or more Cable TV Agreements; provided, however, that any fees or other consideration payable under such Cable TV Agreements entered into by Declarant shall be paid to the Association after Declarant. shall have recovered the reasonable costs and expenses incurred by Declarant (including, without limitation, reasonable attorneys' fees) in connection with the, negotiation and preparation of such Cable TV Agreements.

2.3 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Subdivision by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water; gas, sewers, electric lighting, electric power, cable television, telephone or telegraph purposes. Owners of the respective Lots shall, not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other Lots, but each Owner shall have an

easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

2.4 Non-Exclusive Easement. With respect to the following described Lots located within the Subdivision and located either along West Little York Road or Huffmeister Road, Declarant hereby reserves, for itself and its successors (JAMESTOWN COLONY HOMEOWNERS ASSOCIATION, INC.) or assigns, a three foot (3') wide non-exclusive unobstructed easement adjacent and parallel to each of the rear or side Lot lines of the Lots herein described which either back or side on West Little York Road or Huffmeister Road together with the right of ingress and egress to said easements, for the purpose (without any liability or obligation whatsoever on Declarant, its successors or assigns) of constructing, maintaining, repairing and reconstructing a fence or wall thereon. Such easements herein reserved shall remain unobstructed by any building, slab, tree, shrubbery, or other structure, and any fence or wall which may be constructed thereon shall be and remain the sole and exclusive property of the Association.

Block 1 - Lots 1 through 26, inclusive  
Block 3 - Lots 25 through 32, inclusive  
Block 4 - Lot 15

### ARTICLE 3 RESTRICTIONS ON LOTS

3.1 Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for private, single-family residential purposes only, and not to exceed two (2) stories in height. Each such dwelling shall have an attached or detached garage for no less than two (2) cars unless otherwise approved, in writing, by the Architectural Control Committee. (hereinafter defined). As used herein, the term "residential purpose" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments; or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind, with the exception of lawn storage or children's playhouses, shall ever be moved onto any Lot, except as provided in Section 3.8. No carports of any kind shall be built, placed, or



constructed on any Lot. No garage shall ever be changed, altered or otherwise converted for any purpose inconsistent with the garaging of automobiles. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them. In addition to the foregoing:

(a) No residence on a Lot shall have less than fifty-one percent (51 %) brick, or equivalent masonry construction, on its first floor exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee or its designated representative.

(b) The roof of each residence shall be constructed or covered with asphalt composition type shingles of 235# or heavier weight or 225# fiberglass composition of a color approved by the Architectural Control Committee, or its designated representative. Any other type roofing-material shall be permitted only at the sole discretion of the Architectural Control Committee or its designated representative, upon written request.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or in any part of the Lots, except in temporary buildings approved by the Architectural Control Committee or its assignee.

(d) Each kitchen in each residence or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall, at all times, be kept in a serviceable condition.

(e) Each residence on any Lot shall have (upon completion of the dwelling) a minimum of one (1) tree planted in front of the residence. The tree shall be a minimum of eight feet (8) in height and have a caliper of not less than one and one-half inches (1 1/2").

(f) The Owner of each Lot, as a minimum, prior to completion of the construction of a residential dwelling shall solid sod with grass the area between the Owner's residential dwelling and the curb line(s) of the abutting

street(s). The grass shall be of a type and within standards approved by the Architectural Control Committee.

3.2 Minimum Square Footage Within Improvements. The Lots are restricted to a single family dwelling with a minimum of one thousand five hundred square feet (1,560 sq. ft.) of livable area, exclusive of open porches and garages.

3.3 Sidewalks. A concrete sidewalk four feet (4') wide shall be constructed parallel to the curb two feet (2') from and "outside" the property line along the entire fronts of all Lots. In addition thereto, four foot (4') wide sidewalks shall be constructed parallel to the curb two feet (2') from and "outside" the property line along the entire side of all corner Lots, and the plans for each residential building on each of said Lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied. All sidewalks also shall be constructed in accordance with the requirements of all applicable governmental regulations relating to sidewalks.

3.4 Location of the Improvements Upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat; however, in no instance shall a building be located nearer to the front property line than twenty feet (20') unless approved in writing by the Architectural Control Committee. The main residential structure shall be located no less than the ten feet (10') from the rear property line. No part of a house or garage shall be located nearer than five feet (5') to an interior side Lot line or nearer than ten feet (10') to any exterior side Lot line on a corner Lot; provided, however, that notwithstanding the foregoing, a detached garage may be located no nearer than three feet (3') to the side Lot line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building; provided; however, that this shall not be construed to permit any portion of the improvements on a Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

3.5 Composite Building Site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the

privilege of placing or constructing improvements on such resulting sites, in which case, the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat. Any such resulting building site must have a frontage at the building setback line of not less than fifty-five feet (55').

3.6 Driveways and Mailboxes. Each Lot shall have driveway access to the public street on which the Lot fronts and shall not have driveway access to a public street on which it may side unless it is a corner Lot or is first approved by the Architectural Control Committee, provided that notwithstanding the foregoing, no Lot (whether corner or otherwise) shall have driveway access to either West Little York Road or Huffmeister Road. Before the residence constructed on the Lot is completed, Owner shall construct and maintain a concrete driveway from the garage to the abutting public street, including the portion in the street easement, and he or she shall construct and repair any necessary work or damage to the public street occasioned by connecting the driveway thereto.

Before the residence constructed on the Lot is completed, the Owner shall install one mailbox per residence (Of the post office has individual residence service rather than gangboxes) and house numbers on the residence of type, color and quality in the location prescribed by the Architectural Control Committee.

3.7 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. The Association is authorized to determine what constitutes a nuisance. This restriction is waived in regard to the normal sales activities required to sell homes in the Subdivision and the lighting effects utilized to display the model homes. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street or driveway.

3.8 Use and Occupancy. Each Lot (including land and improvements) shall be used and occupied for single-family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than a private single-family residence for

Owner or his tenant and their families. As used herein, the term "single-family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

3.9 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which are constructed with the prior express written consent of the Architectural Control Committee; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Lots as it in its sole discretion may be necessary or convenient while selling lots, selling or constructing residences and constructing other improvements within the Subdivision,. Such facilities may include, but not necessarily be limited to, sales, business and construction offices, storage areas, mode! units, signs, and portable toilet facilities.

3.10 Storage of Automobiles, Boats, Trailers and Other Vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or Common Area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, or pick-up trucks that: are in operating condition; have current license plates and inspection stickers; are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six feet six inches (6'6") in height, or seven feet six inches (7'6") in width or twenty-one feet (21') in length. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be .parked or stored, permanently or "semi-permanently" (defined herein as remaining in the same location for forty-eight [48] or more consecutive hours without movement from the area) on any part of any Lot, easement, right-of-way, or Common Area unless such object is concealed from public .view inside a garage or other approved-enclosure. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or any portion of the Lots. No motor bikes, motorcycles, motor scooters, "Go Carts", or other similar vehicles shall be permitted to be operated in the Subdivision, if, in the sole judgment of the Board of Directors of the Association, such operation, by reason

of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, their tenants, and their families. The Board of Directors of the Association may adopt rules for the regulation of the admission and parking of vehicles within the Common Area, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. If a complaint is received about a violation of any part of this Section 3.10, the Board will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of Subdivision facilities or of a house or houses in the immediate vicinity.

3.11 Mineral Operations. No derrick or other structure designed for the use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot, nor shall any tanks be permitted upon any Lot.

3.12 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept; bred or maintained for commercial purposes. No more than two of each type of pet will be permitted on each Lot. If common household pets are kept, such pets must be restrained and confined on the Owner's back Lot inside a fenced area or within the designated property lines of the lot. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. Pets must be on leash when away from the Lot. Notwithstanding the foregoing; no animals or fowl may be kept on the Lot which results in an annoyance or which are obnoxious to residents in the vicinity.

3.13 Walls, Fences, and Hedges. No wall or fence of any size shall be erected nearer to the front Lot line than the walls of the dwelling existing on such Lot. No hedge in excess of three feet (3') in height shall be maintained nearer to the front Lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall, or hedge shall be more than six feet (6') high. All fences and walls shall be of cedar construction or other materials approved by the Architectural Control Committee, with the color of such materials to be approved by the Architectural Control Committee. No chain link fence of any type will be permitted on any Lot.

3.14 Visual Obstruction at the Intersections of Public. No object or thing which obstructs sight lines at elevations between two feet (2') and eight feet (8')

above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten feet (10') from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

3.15 Lot Maintenance. Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements, which materials and equipment shall be stored as not to be visible from any street, or incident to construction of improvements thereon as herein permitted. The drying of clothes in public view is prohibited. Owner or occupants of any Lot desiring to dry clothes outside shall construct and maintain a fenced drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, wood piles, or storage piles shall be kept screened by a fenced service yard or other similar facilities so as to conceal them from view of neighboring Lots, streets or other property. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garage, trash, or rubbish of any kind thereon be permitted. Burning of trash, garbage, leaves, grass or anything else will not be permitted on the Lots. Trash, garbage, or other waste materials shall be kept in sanitary containers constructed of metal, plastic or masonry materials with, tight-fitting sanitary covers or lids in an area adequately screened by planting or fencing so as not to be seen from any adjoining Lot. Equipment for the storage or disposal of waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, such default continuing after ten (10) days written notice thereof, Declarant or its assigns may, without liability to Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds, and grass, and remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of the work. Said charge shall be due and payable to the Association within thirty (30) days from the date billed by

the Association and may be added to the lot assessments account (as more specifically referenced hereinafter).

Declarant or the Association shall have the right, but not the obligation, to contract for garbage and rubbish pickup service on behalf of all Lots, and to charge or have the garbage contractor charge the Owner of each Lot for his prorata share of the cost thereof. Payment for such service may be on a monthly, quarterly or semi-annual basis, at the discretion of Declarant or the Association, and may be payable in advance. Such charge shall be in addition to the Maintenance Charge provided in Article 7 hereof.

If a garbage charge for any billing period (whether monthly, quarterly or semi-annually) is not paid on or before the first day of the billing period, or within ten (10) days after notice thereof is mailed to the Owner of the Lot to be charged, whichever date is later, the garbage charge shall bear interest thereafter at the rate of ten percent (10%) per annum until paid, The garbage charge and any interest thereon shall be the personal obligation of the Owner of the Lot receiving the garbage service (but not of such Owner's successors in title unless expressly assumed by them), and shall be secured by a continuing lien on such Lot; including improvements thereon, which shall be binding on such property in the hands of the then Owner thereof, his heirs, executors; administrators, representatives, successors and assigns: Declarant or the Association may bring an action at law to foreclose the lien securing the garbage charge and there shall be added to the amount of the garbage charge the interest thereon and all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees and costs of suit. At its discretion, Declarant or the Association may discontinue garbage service to any Lot which is in default hereunder, until all amounts in arrears, including the interest called, for herein, have been paid in full.

With respect to each Lot, the lien provided for herein shall be subordinate to the Maintenance Charge and to the same liens to which the Maintenance Charge provided for in Article 7 is subordinate pursuant to the provisions thereof, and may be subordinated to any other lien by Declarant or the Association, in the discretion of its Board of Directors.

3.16 Signs, Advertisements, Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected on any Lot except one sign of not more than five square feet (5 sq. ft.), advertising the property for sale or rent or signs used by a builder to advertise the property for sale during the construction and sales period. Declarant shall have the right to remove any non-conforming sign, advertisement or billboard or structure which is placed on a Lot and in so doing shall not be subject to any liability or damages for trespass, tort or otherwise in connection therewith arising from such removal. The right is reserved for builders, provided consent is obtained from Declarant or its assignee, to construct and maintain signs, billboards, or advertising devices for the purpose of advertising for sale residences constructed by the builders and not previously sold by such builder.

3.17 Antennas. No electronic or mechanical antenna or similar devices other than one antenna for receiving normal television signals through airwaves or one antenna for receiving normal satellite signals through airwaves, shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or building unless the requirements hereinafter set forth in this Section are strictly complied with. A television antenna for receiving signals through airwaves may be attached to the main residential house, only; provided, however, that said television antenna shall only be attached to the rear of the main residential dwelling, and shall not extend above the roof ridge line of the main residential structure closest to said antenna. Further, said television antenna shall not be visible from any street or other right-of-way in the Subdivision. In all cases, said television antenna shall never be erected or permitted to remain as a freestanding structure. One antenna for receiving normal satellite transmissions or signals through airwaves (a "satellite dish"), per Lot, is permitted so long as all of the following requirements are strictly complied with:

(a) No satellite dish shall exceed ten feet (10') in diameter nor shall any satellite dish, including its base or anchoring structure, exceed ten feet (10') in height measuring from the grade level of the Lot.

(b) Said satellite dish shall be one solid color only, either white or black or shades of either brown, grey or tan.

(c) Said satellite dish shall not be visible from the street or right-of-way fronting any Lot.



(d) No satellite dish shall ever be constructed or placed or permitted to remain on any utility easement or other easement or right-of-way located on any Lot or Common Area.

(e) Said satellite dish must be securely mounted to a base, so as to be able to withstand the effects of high winds or other extraordinary weather conditions.

(f) No advertising slogans, logos, banners, signs or any other printing or illustrations whatsoever shall ever be permitted upon or be attached to any satellite dish.

(g) No satellite dish shall ever be used for the transmission of any signal whatsoever, and said satellite dish shall be used for the purpose of receiving only normal satellite signals through airwaves for television viewing purposes only. No satellite dish shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device in the Subdivision.

(h) No satellite dish shall be placed, erected or permitted to remain on any Lot in the Subdivision without the prior written approval of the Architectural Control Committee, and, further, unless and until it is demonstrated that the placement of such satellite dish will strictly comply with the requirements of this Section 3.17. The procedures for obtaining Architectural Control Committee approval shall be the same as those set forth in Article 4 hereof.

(i) In all cases, each Lot may contain either a permitted television antenna or a permitted satellite dish, but not both.

3.18 Noise. Except in an emergency or when unusual circumstances exist (as determined by the Association), outside construction work or noisy interior construction work shall be permitted on the Lots only after 7:00 a.m. and before 9:00 p.m.

3.19 Air Conditioning Units. No window or wall-type air conditioner shall be permitted to be used, erected, placed or maintained on or in any building in any part

of the Subdivision, except in temporary buildings approved by the Declarant for construction and sale purposes only.

3.20 Underground Electric Service. An underground electric distribution system will be installed in the Subdivision, designated herein as an Underground Residential Subdivision, which underground service area embraces all the Lots which are platted in the Subdivision at the execution of the agreement between Houston Lighting and Power Company and Declarant. The Owner of each Lot containing a single dwelling unit shall, at his own cost; furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment to be made available by the electric company at a point designated by the electric company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has, either by designation on the plat of the Subdivision or by separate instrument, granted necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit shall, at his own cost, furnish, install, own, and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

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

ARTICLE 4  
ARCHITECTURAL CONTROL COMMITTEE

4.1 Approval of Building Plans. No building, structure or improvement shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to the commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its sole discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and compliance with the requirements of this Section 4.1 will be assumed. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

In the event of damage or destruction of any building, structure or other improvement on a Lot or any portion thereof, approval shall be granted by the Architectural Control Committee for the restoration of such structure or improvement if the structure or improvement is to be restored in accordance with the original approved plans.

4.2 Architectural Control Committee. The Architectural Control Committee shall be Declarant, and it may designate a representative or representatives to act on its behalf. Until such time as there has been built and constructed on each and every Lot in the Subdivision a residential dwelling and related improvements, as herein provided, or at such earlier time as Declarant may elect, Declarant shall continue to serve and act as the Architectural Control Committee. At such time as a residential dwelling and related improvements have been so built and constructed, the duties and responsibilities of the Architectural Control Committee shall be fulfilled as to such Lot

and its powers thereafter exercised by the Association through the Board of Directors or any architectural review committee appointed by the Board of Directors. Declarant's authority set forth in this Article 4 shall automatically transfer and vest in the Association upon completion and sale of a residence on a Lot (i.e., on a Lot-by-Lot basis).

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

4.4 Inspection of Improvements. The Architectural Control Committee or its duly authorized representative shall have the right, but not the obligation, to inspect any improvements made to a Lot prior to or after completion.

4.5 Deviations in Restrictions. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth herein in instances where, in its sole judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing.

4.6 No Liability. Declarant, the Association and the Architectural Control Committee, as well as their agents, employees and architects, shall not be liable to any Owner or any other party for "any loss, claim or demand asserted on account of their administration of these restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these restrictions. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing or implying that such :plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential Lot in the subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Declarant, the Association and the- Architectural Control Committee, as well as their agents,

employees and architects, shall not have any liability under these restrictions except for willful misdeeds.

4.7 No Waiver or Estoppel. No action or failure to act by the Architectural Control Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee.

ARTICLE 5  
JAMESTOWN COLONY HOMEOWNERS ASSOCIATION, INC.

5.1 Memberships. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

5.2 Voting. The Association shall have one class of voting membership. When more than one person holds an interest in any Lot, all such persons shall be members. All Owners, including Declarant, shall be members of the Association. Except as otherwise provided herein, each Owner shall be entitled to one (1) vote for each Lot owned. In the event that ownership interests in a Lot are owned by more than one 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 vote be cast for each Lot.

Notwithstanding anything contained in this Section 5.2 to the contrary, non-resident Lot Owners, including Declarant, shall be entitled to one-half (1/2) vote per Lot with respect to all issues submitted to the membership, except that non-resident Lot Owners, including Declarant, shall have no voting rights solely with respect to the following issues: (a) monetary issues involving less than \$275 and (b) election of directors of the Association. Lots that are owned by residents shall be entitled to full voting rights. Additionally, no representative of the Declarant will be allowed to seek election to the Association's Board of Directors. Non-resident Lot Owners, including Declarant, are prohibited from proposing changes to the Articles of Incorporation, Bylaws and/or the Declaration of Covenants, Conditions and Restrictions for JAMESTOWN COLONY (A Residential Subdivision); however, the Association shall

notify non-resident Lot Owners of any proposed changes to such Association documents, and non-resident Lot Owners will be allowed to vote on any such proposed changes.

5.3 Non-Profit Corporation. JAMESTOWN COLONY HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

5.4 Bylaws. The Association may adopt and modify from time to time whatever Bylaws it may choose to govern the Association; provided, however, that the Bylaws are not in conflict with the terms and provisions hereof.

5.5 Rules and Regulations. The Association may adopt, amend, repeal, and enforce Rules and Regulations, fines, levies, and enforcement provisions as it deems necessary or desirable with respect to the interpretation and implementation of the Declaration, the operation of the Association, the use and enjoyment of the Common Area, and the use of any other property within the Subdivision, Including Lots. Any such Rules and Regulations shall be reasonable and uniformly applied as to all Owners, if applicable. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule and Regulation shall be given by depositing in the mail to each Owner a copy of such Rule and Regulation and copies of the currently effective Rules and Regulations shall be made available to each member upon request and payment of the reasonable expense of copying the same. Each member shall comply with such Rules and Regulations and shall see that such member's tenants, guests and invitees comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

5.6 Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE 6  
PROPERTY RIGHTS

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

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

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

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

(d) The right of the Association to collect and disburse those funds as set forth in Article 7 hereof.

6.2 Delegation of Use. Any Owner may delegate in accordance with the Bylaws the Owner's right of enjoyment to the Common Area and facilities, if any, to the members of the Owner's family, tenants or contract purchasers who reside on the Owner's Lot.

ARTICLE 7  
MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments; and Enforcement. Declarant, for each Lot owned within the Subdivision hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges (herein referred to as "Annual Assessments"); (2) special assessments for capital improvements (herein referred to as "Special Assessments") to be established and collected as hereinafter provided; and (3) any other assessments permitted to be imposed by the Association (herein referred to as "Reimbursement Assessments"). To secure the payment of the Annual Assessments, Special Assessments and Reimbursement Assessments levied hereunder and any other sums due hereunder (including, without limitation, attorney's fees and costs of collection, interest or late charges), a vendor's lien and superior title shall be and is hereby reserved, and a contractual lien is hereby created, in favor of the Association, in and to each Lot and Residence and assigned to the Association, which liens shall be enforceable as hereinafter set forth by the Board or its appointed agent ("Agent") on behalf of the Association,.

Notice of the unpaid amounts, at any time, secured by the liens referred to, reserved by and created in this Section 7.1 may, but shall not be required to be given by the recordation in the Office of the County Clerk of Harris County, Texas of a "Notice of Non-Payment," duly-executed and acknowledged by an Agent of the Association, setting forth the amount owed, the name of the reputed Owner or Owners of the affected Lot according to the books and records of the Association, and the legal description of such Lot. The cost of preparing and filing the Notice of Non-Payment and its release shall be a Reimbursement-Assessment and secured by the lien therefor.

Each Owner, by acceptance of a deed to such Owner's Lot, hereby expressly recognizes the existence of such liens as being prior to such Owner's ownership of such Lot and hereby vests in the Board or its Agent the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Assessments,. Special Assessments, Reimbursement Assessments, and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods



available for the enforcement of such liens, both by judicial and non-judicial foreclosure. Additionally, by acceptance of the deed to such Owner's Lot, each Owner expressly grants a power of sale such Owner's Lot and all improvements thereon, and all rights appurtenant thereto for the purpose of securing the aforesaid Annual Assessments, Special Assessments, Reimbursement Assessments and other sums due hereunder remaining unpaid by such Owner from time to time. The Agent may be changed at any time by the Board. In the event of the election by the Board to foreclose the liens herein provided, for nonpayment of sums secured to be paid by such liens, then it shall be the duty of the Agent, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Lot and all improvements thereon, and all rights appurtenant thereto, at the door of the County Courthouse of Harris County, Texas (in the area designated by the Commissioner's Court of Harris County, Texas, for such purpose), on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash after the Agent shall have given notices of the proposed sale in the manner hereinafter set forth, or as provided by statute, whichever is less burdensome. Following sale, the Agent shall make due conveyance of the Lot and all improvements thereon to the purchaser or purchasers, and may, but shall not be required to give a general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Lot and all improvements thereon and their heirs, executors, administrators and successors. The Agent shall give notice of such proposed sale by posting a written notice of time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of sale at the Courthouse door of Harris County, Texas, by filing such notice with the County Clerk of Harris County, Texas, at least twenty-one (21) consecutive days preceding the date of sale, and, in addition, the Agent shall serve written notice at least twenty-one (21) days preceding the date of sale by certified mail on each debtor obligated to pay the debt according to the records of the Association of such sale and the notice thereof shall comply with the provisions of Section 51.002 of the Texas Property Code as it may be amended from time to time. Service of such notice shall be completed upon deposit of the notice in the United States mail, properly addressed to such debtor obligated to pay the debt at the most recent address as shown by the records of the Association. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

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

Each of the above described assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Declarant, the Association or any Owner, its successors and assigns, shall have the right to enforce by any proceeding at law or in equity all easements, restrictions, conditions, covenants; reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions, and in connection therewith shall be entitled to recover from the defendant therein all reasonable attorney's fees. Failure by Declarant, the Association or by any Owner to enforce any covenant or restrictions herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated that the failure or refusal of any Owner or other occupant to comply with the terms and provisions hereof will result in irreparable harm to Declarant and to the Association. Thus, the breach of any of these provisions may not only give rise to any action for damages at law but also may be enforced with injunctive relief (i.e., restraining orders and/or injunctions) in any court of competent jurisdiction, upon the proof of the existence of a violation or attempted or threatened violation, but without the necessity of proof of inadequacy of legal remedies or irreparable harm.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of any Common Area and for services and facilities devoted to this purpose and for the performance of such other duties as are given to the Association pursuant to this Declaration, the Association's Articles of Incorporation or its Bylaws. The Association's expenditures may include, but shall not be limited to, the maintenance and repair of walkways, steps, entry gates or fountain areas, if any; constructing and maintaining parkways,

rights-of-ways, easements, esplanades, Common Area; and other public areas; construction and operation of all street lights; payment of all legal and other expenses incurred in connection with enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the Maintenance Fund; employing policemen and watchmen, if desired; caring for vacant Lots and doing other things or things necessary or desirable in the opinion of the Association to keep the Lots in the Properties neat and in good order, or which is considered of general benefit to Owners or occupants of the Properties. It is understood that the judgment of the Association (i.e., its Board of Directors) in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

7.3 Rate of Assessment. All Lots in the Subdivision shall commence to bear their applicable Maintenance Charge from and after the date hereof, and Lots owned by Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to the Annual Assessment determined by the Board of Directors (according to Section 7.4). Lots which are not occupied by a resident and which are owned by Declarant, a builder, or a building company shall be assessed at the rate of one-half (1 /2) of the Annual Assessment determined by the Board of Directors. The rate of assessment for any individual Lot, within a calendar year, shall change as the character of ownership and the status of occupancy by a resident changes, and shall be prorated according to the rate required of each type, ownership.

7.4 Maximum Annual Assessment. Until January 1, 1996, the maximum Annual Assessment per Lot shall be Five Hundred Dollars (\$500).

(a) From and after January 1, 1996, the maximum Annual Assessment may be increased each year not more than an amount equivalent to the percentage increase in the Consumers Price Index, U.S. Average All Items (1967 =100), published by the U.S. Bureau of Labor. Statistics, for the previous year, without a vote of the membership. This increase may be cumulative. With a vote of the membership of the Association, the Annual Assessment may be increased above the amount resulting from a percentage increase in the said index.

(b) The Board of Directors of the Association shall fix the Annual Assessment at an amount not in excess of the maximum allowable for any one (1) year, which amount shall be uniform as to all Lots within each section of the JAMESTOWN COLONY Subdivision subject to the jurisdiction of the Association, except as otherwise provided herein.

(c) In the event the above price index shall be discontinued, then the Association shall select another reputable index.

7.5 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Board of directors may levy, in any assessment year, a Special Assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

7.6 Notice and Quorum for Any Action Authorized Under Sections 7.4 and 7.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.4 or 7.5 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of all the votes of the membership shall constitute a quorum.

7.7 Effect of Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against Owner personally obligated to pay the same, or foreclose the lien against the Lot as provided in Section 7.1, above. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

7.8 Subordination of the Lien to Mortgages. The lien of all assessments provided for herein shall be subordinate to the lien of any first or second mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall

not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot. Notwithstanding anything contained in this Section 7.8 to the contrary, in no event shall the foreclosure (whether exercise of power of sale or otherwise) or any proceeding in lieu thereof, extinguish or discharge the personal obligation of the foreclosed Owner to pay any delinquent assessments, interest, expenses and attorneys' fees.

7.9 Future Sections. The Association shall use the proceeds of the Maintenance Fund for the use and benefit of all residents of the property presently within its jurisdiction and all subsequent sections of the JAMESTOWN COLONY subdivisions; provided, however, that each future section of the JAMESTOWN COLONY Subdivision, to be entitled to the benefit of this Maintenance Fund, must be impressed with and subjected to the annual Maintenance Charge and assessment on a uniform, per Lot, basis equivalent to the Maintenance Charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. Upon submission and approval by the Federal Housing Administration and/or Veterans Administration of the general plan of the entire Jamestown Colony development, and approval of each stage of development, such future sections of the Jamestown Colony Subdivision may be annexed, without the consent of the members of the Association.

7.10 Annexation. Additional residential property and Common Area may be annexed to the Properties by unanimous vote of the Board of Directors of the Association without approval by the membership. In the event that the Board of Directors' decision to annex is not unanimous, the issue of such annexation may be presented to the membership and approved with the consent of two thirds (2/3) of the membership voting in person or by proxy.

7.11 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the membership voting in person or by proxy.

ARTICLE 8  
GENERAL PROVISIONS

8.1 Term; Amendment of Declaration by Owners. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a of period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of this Declaration may be amended at any time when an instrument setting forth said changes and signed by those persons holding a majority of the votes in the Association (each Lot improved with a residence being entitled to one vote) is placed on record in the Official Public Records of Real Property of Harris County, Texas. For purposes of this Paragraph 8.1, Declarant shall be considered an Owner for each Lot which may be owned by Declarant.

8.2 Amendments by Declarant. Declarant shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any Owner or other person or entity, to amend this Declaration by an instrument in writing duly signed, and acknowledged and filed for record, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment. shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair or affect the vested property or other rights of any Owner or such Owner's mortgagee.

8.3 Right of Enforcement. The Association or any Owner or Declarant, its successors and assigns, shall have the right to enforce by any proceeding at law or in equity all easements, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions "of these deed restrictions; and in connection therewith shall be entitled to recover from the defendant therein all reasonable attorney's fees. Failure by. the Association or by any Owner to enforce any covenant or restrictions herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated that the failure or refusal of any Owner or other occupant to comply with the terms and provisions hereof would result in irreparable harm to Declarant and to the Association. Thus, the breach of any of these provisions

may not only give rise to any action for damages at law but also may be enforced with injunctive relief (i.e., restraining orders and/or injunctions) in any court of competent jurisdiction, upon the proof of the existence of a violation or attempted or threatened violation, but without the necessity of proof of inadequacy of legal remedies or irreparable harm.

8.4 No Delay in Enforcement. No delay in enforcing the provisions of this Declaration as to any breach or violation thereof shall impair damage or waive the right of any party entitled to enforce the same or 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 or times.

8.5 No Liability of Declarant. Declarant, as well as its agents, employees, officers, directors, partners, contractors and attorneys, shall not be liable to any Owner or lessee of a Lot or any portion thereof or to any other party for any loss, Claim or demand in connection with the breach of any provisions of this Declaration by any party other than Declarant.

8.6 Security. As provided in Section 7.2, the Association may, best shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL CONTROL COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL CONTROL COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE,

SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY RESIDENCE AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, LOTS AND THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS AND WARRANTIES, EXPRESSED OR - IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

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

8.8 Effect of Violations on Mortgagees. No violation of the provisions herein contained (or any portion thereof) shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless to the provisions herein contained.

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



8.10 Notices. All notices, demands or other notices intended to be served upon any Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Residence address of such Owner.

8.11 Severability. Invalidation of any one of these covenants by judgment or other court order shall in no respect affect any of the other provisions, all of which shall remain in full force and effect.

8.12 FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the Association, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional property; dedication of Common Area; and an amendment of this Declaration.

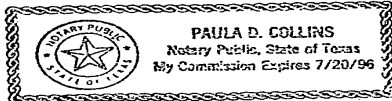
EXECUTED this 30<sup>th</sup> day of November, 1995.

THE RYLAND GROUP, INC., a Maryland corporation *la*

By: *Kelly Dyer* *KCD*  
Name: *Kelly Dyer*  
Title: *President, Houston Division*

STATE OF *Texas*  
COUNTY OF *Harris*

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 1995, by *Kelly Dyer*, *President, Houston Division* of The Ryland Group, Inc., a Maryland corporation, on behalf of said corporation.



*Paula D. Collins*  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

*Return to:*

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CORNERSTONE TITLE COMPANY  
350 GLENDOROUGH, SUITE 100  
HOUSTON, TEXAS 77057