

5.5.5. Declarant Approved. Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made or approved by Declarant during the Development Period is deemed to have been approved by the Architectural Reviewer.

5.6. ARCHITECTURAL GUIDELINES. Declarant during the Development Period, and the Association thereafter, may publish architectural restrictions, guidelines, and standards, which may be revised from time to time to reflect changes in technology, style, and taste.

ARTICLE 6

CONSTRUCTION AND USE RESTRICTIONS

6.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The board or the Architectural Reviewer, as the case may be, may grant a variance or waiver of a restriction or rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not effect a waiver or estoppel of the Association's right to deny a variance in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance.

6.2. CONSTRUCTION RESTRICTIONS. Without the Architectural Reviewer's prior written approval for a variance, improvements constructed on every lot must have the characteristics described in Appendix B, which may be treated as the minimum requirements for improving and using a lot. The Architectural Reviewer and the board may promulgate additional rules and restrictions, as well as interpretations, additions, and specifications of the restrictions contained in this Article and Appendix B. An owner should review the Association's architectural restrictions, if any, before planning improvements, repairs, or replacements to his lot and home.

6.3. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. In addition to the restrictions contained in this Article, each lot is owned and occupied subject to the right of the board to establish Rules, and penalties for infractions thereof, governing:

- a. Use and operation of common areas, if any, including use and operation of any Open Space and, as the board determines, reasonable charges for the use of any Open Space.
- b. Hazardous, illegal, or annoying materials or activities on the Property.
- c. The use of Property-wide services provided through the Association. d. The consumption of utilities billed to the Association.
- e. The use, maintenance, and appearance of exteriors of homes and lots.
- f. Landscaping and maintenance of yards.
- g. The occupancy and leasing of homes.
- h. Animals.
- i. Vehicles.
- j. Disposition of trash and control of vermin, termites, and pests.
- k. Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for residents.

6.4. ACCESSORY SHEDS. Accessory structures, such as dog houses, gazebos, storage sheds, playhouses, and greenhouses, are permitted as long as they are typical for the Property in terms of type, number, size, location, color, material, and height and are not visible above any fence line. Accessory

structures may not be located in front yards, in unfenced portions of side yards, within any easement or outside of building set back lines. No accessory structure shall be placed or used on any lot that is taller than six (6) feet in height at its tallest point. The Architectural Reviewer reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or to remove it. If the Accessory structure is to be greater than 100 square feet in size, the Owner must first submit application to and receive approval from the Architectural Reviewer pursuant to Article 5 prior to placing or constructing the structure on the lot.

6.5. ANIMAL RESTRICTIONS. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for any commercial purpose or for food. Customary domesticated household pets may be kept for personal companionship subject to rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. If the rules fail to establish animal occupancy quotas, no more than 2 dogs and 2 cats may be maintained on each lot. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other lots. Pets must be maintained inside the home, and may be kept in a fenced yard only if they do not disturb residents of other lots. Each Resident is responsible for the removal of his pet's wastes from the Property. Unless the Rules provide otherwise, a resident must prevent his pet from relieving itself on the common area or the lot of another owner.

6.6. ANNOYANCE. No lot or common area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law. The board has the sole authority to determine what constitutes an annoyance.

6.7. APPEARANCE. Both the lot and the home must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots. During the Declarant Control Period the Declarant is the arbitrator of acceptable appearance standards and, after the expiration of the Declarant Control Period, the board is the arbitrator of acceptable appearance standards.

6.8. DECLARANT PRIVILEGES. In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other owners and residents, as provided in Appendix C of this Declaration. Declarant's exercise of a Development Period right that appears to violate a rule or a use restriction of this Article does not constitute waiver or abandonment of the restriction by the Association.

6.9. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the board.

6.10. DRIVEWAYS. The driveway portion of a lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the board's prior approval, a driveway may not be used: (1) for storage purposes, including storage of boats, trailers, and inoperable vehicles; or (2) for repair or restoration of vehicles.

6.11. FIRES. Except for barbecue grills, no exterior fires on the Property are permitted.

6.12. GARAGES. The original garage area of a lot may not be enclosed or used for any purpose that prohibits the parking of two standard-size operable vehicles therein, including, but not limited to enclosing the garage for a temporary or permanent dwelling or living area. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

6.13. GUNS. Hunting and shooting of any type of firearm are not permitted anywhere on or from the Property.

6.14. LANDSCAPING. No person may perform landscaping, planting, or gardening on the common area without the board's prior written authorization.

6.15. LEASING OF HOMES. An owner may lease the home on his lot. Whether or not it is so stated in a lease, every lease is subject to the Documents. An owner is responsible for providing his tenant with copies of the Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The owner of a leased lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the Documents against the owner's tenant.

6.16. NOISE AND ODOR. A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring lots. The Rules may prohibit the use of noise-producing security devices and windchimes.

6.17. OCCUPANCY. Other than the completed principal home, no thing or structure on a lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, and storage sheds.

6.18. RESIDENTIAL USE. The Property is restricted solely to residential and related uses; accordingly, no industrial, trade, business, commercial, professional, manufacturing, mineral or other similar use shall be permitted on any part of the Property. This Section 6.18 shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work or business activity, such as computer work or similar activities, provided that: (1) the existence or operation of the work or activity is not apparent or detectable by sight, sound or smell from outside the home; (2) the work or activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (3) the work or activity does not involve visitation to the home or lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Property; (4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the board; and (5) the work or activity does not involve the delivery or pick-up of any materials or services. A day-care facility, home day-care facility, nursery, pre-school, beauty parlor, barber shop or other similar facility is expressly prohibited. The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to other persons other than the provider's family, regardless of whether: (1) such activity is engaged in full or part-time, (2) such activity is intended to or does not generate a profit, or (3) a license is required therefor. Notwithstanding the above, the leasing of the entire home shall not be considered a trade or business within the meaning of this Section 6.18. Garage sales or yard sales (or any similar vending of merchandise) conducted on any lot shall be not considered business activity provided that no Owner may conduct more than four garage sales or yard sales within any twelve (12) month period or more than one garage sale or yard sale every ninety (90) days. The Association may, but shall not be obligated to, sponsor, organize or otherwise provide for a community

wide garage sale. Unless expressly permitted by the Declarant and the Association, no portion of the Property may be used as a church and activities normally associated with a church may not be conducted on the Property.

6.19. **SCREENING.** The Architectural Reviewer may require that the following items must be screened from the view of the public and neighboring lots and homes, if any of these items exists on the lot: (1) air conditioning equipment; (2) satellite reception equipment; (3) clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind; (4) yard maintenance equipment; (5) wood piles and compost piles; (6) accessory structures that do not have prior approval of Architectural Reviewer; (7) garbage cans and refuse containers; (8) all recreation equipment and structures, including, without limitation, trampolines, swing sets, batting cages, playhouses, and tree houses, playground equipment, and basketball goals; and (9) anything determined by the board to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section, "screened from view" refers to the view of a person in a passenger vehicle driving on a street or the view of a person of average height standing in the middle of a yard of an adjoining lot.

6.20. **SIGNS.** Without the board's prior written approval no signage may be maintained in the common area. Except for signs related to development or marketing by Declarant or any Builder, no signage may be maintained on any lot other than (1) signs which do not exceed five (5) sq. ft., of tasteful design which advertise a lot or home for sale or rent or advertise a garage or yard sale that is permitted to be conducted pursuant to Section 6.18, (2) political signage, which shall be allowed so long as it strictly complies with the conditions set forth in the Rules adopted by the board as to number, location, and time periods when such signs are allowed prior to the election and when such signs must be removed after the election and, in any event, political signs must relate to public ballot items for which registered voters within one (1) mile of the lot are entitled to vote and may not contain any feature that is offensive to the ordinary person or distracting to motorists, (3) spirit signs (announcing the involvement of teenagers in athletics or school programs), which shall only be allowed if provided for and in strict compliance with the Rules adopted by the board, and (4) signs displaying the name of a security company, which shall be permitted provided that such signs do not exceed 2 sq. ft. in size and are limited to one (1) in the front yard and one (1) in the rear yard of each lot. All signs must be tastefully designed, professionally produced and manufactured, ground mounted, and shall be subject to written approval of the Architectural Reviewer. No sign may be displayed for a time period that is longer than the period set forth in Rules adopted by the board or that is reasonable in the opinion of the Architectural Reviewer to advertise, announce or promote the event or circumstance for which the sign is intended. No other sign(s) of any kind or character, including any signs (1) in the nature of a "protest" or complaint against the Property, Declarant or any Builder, (2) that describe, malign or refer to the reputation, character or building practices of the Declarant or any Builder, and/or (3) discourage or otherwise impact or attempt to impact anyone's decision to acquire a lot or home in the Property or elsewhere from Declarant or any Builder, shall be displayed to the streets or otherwise to the public view on any lot, home, structure or common area. As used in this Section 6.20, the term "signs" shall be given a broad interpretation and shall include, but not be limited to, banners, words, symbols, decorations, slogans, flags (except to the extent certain flags are permitted by Section 6.26 below), and other written materials designed for public display. Each owner hereby grants permission to the Architectural Reviewer (or its duly authorized agents) to enter upon a lot or any part of the Property and remove any sign, billboard or advertising structure that does not comply with the above requirements and, in doing so, shall not be subject to any liability to any person whatsoever for trespass, conversion, or any claim for damages in connection with such removal. The Architectural Reviewer's cost to remove any sign(s) shall be added to the owner's assessment as an Individual Assessment. No person shall engage in any picketing on any lot, easement, right-of-way or common area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, banners, flags, words or decorations intended to create

controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activity of any owner, Declarant or Builder.

6.21. TELEVISION. Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another lot are prohibited within the Property, except (1) reception-only antennas or satellite dishes designed to receive television broadcast signals, (2) antennas or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS), or (3) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS) (collectively, the "Antenna") are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard, or (c) attached to or mounted on the rear wall of a structure below the eaves. If an owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the owner may install the Antenna in the least conspicuous location on the lot where an acceptable quality signal can be obtained. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

6.22. TEMPORARY STRUCTURES. Except for "accessory sheds" as described above, improvements or structures of a temporary or mobile nature, such as tents, portable sheds, and mobile homes, may not be placed on a lot if visible from a street or another lot. However, an owner or owner's contractor may maintain a temporary structure (such as a portable toilet or construction trailer) on the lot during construction of the home. No accessory structure or any improvements or structures of a temporary or mobile nature shall be used as a temporary or permanent dwelling or living area.

6.23. TRASH. Each resident will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the city or an applicable governmental authority for that purpose. Trash must be placed entirely within the designated receptacle. The board may adopt, amend, and repeal rules regulating the disposal and removal of trash from the Property. If the rules fail to establish hours for curbside trash containers, the container may be in the designated area from dusk on the evening before trash pick-up day until dusk on the day of trash pick-up. At all other times, trash containers must be kept inside the home, garage, or fenced yard and may not be visible from a street or another lot.

6.24. VEHICLES. All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section and Rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The board may effect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle.

6.24.1. Parking in Street. The following subsection may not be construed to prohibit the parking of all vehicles on public streets. Vehicles that are not prohibited below may park on public streets if the city or applicable governmental authority allows curbside parking, subject to the continuing right of the Association to adopt reasonable rules if circumstances warrant.

6.24.2. Prohibited Vehicles. Without prior written board approval, the following types of vehicles and vehicular equipment - mobile or otherwise - may not be kept, parked, or stored anywhere on the Property - including overnight parking on streets and driveways - if the vehicle is visible from a street, the common area, or from another lot: mobile homes, motor homes, buses, trailers, boats, aircraft, inoperable vehicles, commercial vehicles, trucks with tonnage over one ton, vehicles which are not customary personal passenger vehicles, and any vehicle which the board deems to be a nuisance, unsightly, or inappropriate. This restriction

does not apply to vehicles and equipment temporarily on the Property in connection with the construction, maintenance or repair of a home. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. No vehicle shall be used as a residence or office temporarily or permanently. No work on vehicles shall be performed on the Property except for minor repairs or routine maintenance completed during daylight hours of a single day on vehicles owned by a Resident. All permitted work on vehicles on the Property shall be performed only in a fully enclosed garage completely screened from public view and without any damage to any portion of the Property.

6.25. WINDOW TREATMENTS. All window treatments within the home that are visible from the street or another home must be maintained in good condition and must not detract from the appearance of the Property. The Architectural Reviewer may require an owner to change or remove a window treatment that the Architectural Reviewer determines to be inappropriate or unattractive. The Architectural Reviewer may prohibit the use of certain colors or materials for window treatments. Except for temporary periods to facilitate moving into or out of a home on a lot, and in no event for more than fifteen (15) days, no sheets, blankets, bedding or similar materials shall be placed in any window or door on the lot, and in no event shall aluminum or similar treatment be placed on any door or window on a lot.

6.26. FLAGS AND FLAG POLES. Except as expressly permitted by the applicable provisions of the Texas Property Code, but limited as provided herein, no flag poles mounted or installed in the ground may be placed, allowed, erected or maintained on any lot. The United States flag ("Old Glory") the Texas state flag ("Lone Star Flag"), and/or flags denoting a holiday or special occasion may be displayed in a respectful manner on each lot. The Association may adopt standards for flags, including the size and type of flags, and the height, size, illumination, location, and number of ground or non-ground mounted flagpoles. All flags must be tastefully designed, professionally produced and manufactured and, except for Old Glory or the Lone Star Flag, shall be subject to written approval of the Architectural Reviewer in addition to the standards adopted by the Association. All flag displays must comply with public flag laws and ordinances. No flag containing any content (1) in the nature of a "protest" or complaint against the Property, Declarant or any Builder, (2) that describes, maligns or refers to the reputation, character or building practices of the Declarant or any Builder, (3) that discourages or otherwise impacts or attempts to impact anyone's decision to acquire a lot or home in the Property or elsewhere from Declarant or any Builder, and/or (4) intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activity of any owner, Declarant or Builder, shall be displayed to the streets or common area or otherwise to the public view on any lot, home, structure or common area. No other types of flags, pennants, banners, kites, or similar types of displays are permitted on a lot if the display is visible from a street or common area or is otherwise displayed to public view on any lot, home, structure or common area.

6.27 YARD ART. The Association is interested in the appearance of all portions of a lot that are visible from the street or from a neighboring lot, including yards, porches, sidewalks, window sills, and chimneys. Some changes or additions to such areas may defy easy categorization as an improvement, a sign, or landscaping. This Section confirms that all aspects of a visible area of a lot and home are within the purview of the Architectural Reviewer.

6.28 LIGHTS. Exterior light sources on a lot should be unobtrusive, shielded to prevent glare, directed away from neighboring homes and yards, with little if any spillover light on neighboring property. All visible exterior light fixtures on a lot should be consistent in style and finish with the architecture of the home.

ARTICLE 7
STATUTORILY AUTHORIZED REGULATIONS

7.1 FLAG REGULATIONS

(a) **Display of Flags.** “Permitted Flags” may be flown every day on a property owner’s lot to the full extent protected by applicable law (such as Texas Property Code Section 202.011 and the federal “Freedom to Display the American Flag Act of 2005”), subject only to the requirements of these Flag Regulations. These Flag Regulations will be construed liberally to protect the right of residents to fly Permitted Flags.

(b) **Permitted Flags.** Only the following flags are considered “Permitted Flags”: the United States flag (“Old Glory” or “Stars & Stripes”), the Texas state flag (“Lone Star Flag”), and the official or replica flag of any branch of the United States armed forces. As used in these Flag Regulations, “flag” means “Permitted Flag” in most contexts.

(c) **Architectural Control Committee.** Property owners are encouraged (but not required, except for illumination) to apply to the Architectural Control Committee for confirmation that the proposed flag, flagpole, or flag staff conforms to the parameters of applicable law and these Flag Regulations. The Association may require an owner to repair, replace or remove a flag, flagpole, and/or flag apparatus that does not comply with the requirements of applicable law or these Flag Regulations.

(d) **Size, Number & Location.** Permitted Flags up to five feet (5’) in height by eight feet (8’) in width may be flown or displayed on a property owner’s lot. Up to three Permitted Flags may be flown simultaneously on a lot. Only one in-ground flagpole up to 20 feet in height may be installed on a lot. Space permitting, the in-ground flagpole must be located in a fenced portion of a rear or side yard, within the building setbacks for the lot. A property owner may not install an in-ground flag pole in unfenced portions of his lot unless there is no available space within a fenced yard on the lot. A flag flown at the front of the house must be from a flagstaff that is wall-mounted to the first floor facade of the house and projecting at an angle. An owner may not install or affix a flag display in a common area or within an Area of Common Responsibility.

(e) **Condition.** Both flag and flagpole (or flagstaff) must be maintained in good condition at all times. A deteriorated flag may not be flown. A deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed. Mounting apparatus and external halyards must be secured to prevent being a continual or reoccurring source of noise that is objectionable to residents of nearby lots. An in-ground flagpole or facade-mounted flagstaff must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.

(f) **Ordinances.** The display of a Permitted Flag, and the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record.

(g) **Illumination.** The size, location, direction, and intensity of lights used to illuminate a displayed flag must be approved by the Architectural Control Committee.