

Lot line than the minimum building lines as shown on the Subdivision Plat. Eaves, steps and open porches shall not be considered as a part of the building. No portion of any Residential Dwelling, including eaves, gutters, garage, carport or structure shall encroach upon another Lot.

The Committee may approve deviations or grant variances of the building location requirements provided the variance or deviation does not alter the scope and intention of these Restrictions. The Owner shall make a written request to the Committee for a variance or deviation.

On Waterfront Lots, an arbor or other out-building or structure which has been approved by the Committee may be constructed beyond the rear building line. Said arbor, out-building or structure shall contain no more than five hundred (500) square feet and be no less than ninety percent (90%) open in its total wall surfaces unless otherwise approved by the Committee. All materials used in constructing any outbuilding or other such structure shall be in harmony with the main residence.

Any Owner of one or more adjoining Lots, with the written permission of the Committee, may merge such Lots into one building site with the privilege of placing or constructing improvements on such resulting site, in which case side setback lines shall be measured from the resulting side property lines rather than the Lot lines as indicated on the Subdivision Plat and such composite building site shall thereupon be regarded as a "Lot" for the purposes of this Article III, Section 7 only.

Section 8. Slab Requirements. All building foundations shall consist of concrete slabs, unless the Committee approves a different type of foundation when circumstances, such as topography of the Lot, make it impractical to use a concrete slab on all or any portion of the foundation of the building improvements constructed on the Lot. The finished slab elevation for all structures shall be above 207 feet mean sea level, and also shall be above the 100 year flood plain as established by Commissioner's Court of Montgomery County, Texas, the Montgomery County Engineers Office, and other applicable governmental authorities. All residential foundations/slabs for all Lots in the Subdivision must be a minimum of eight inches above finished grade of the Lot at the foundation perimeter. The Committee does not determine whether the structural integrity of the slab is adequate. A structural engineer must be consulted on these matters and foundation plans must be submitted to the Architectural Control Committee along with the required set of plans and specifications for all proposed construction. Sufficient soil investigation should be obtained for proper slab design. The Committee may make deviations in the above foundation requirements provided such deviations do not alter the scope and intent of the restrictions.

Form surveys (prepared by a Registered Surveyor in the State of Texas) must be provided prior to pouring foundation. This survey shall show finished slab elevations and that the structure will not violate any lot lines, building set back lines or easements.

Section 9. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited include, but are not limited to the following:

- (a) The performance of work on automobiles or other vehicles upon the Lot or in driveways or streets abutting Lots except as permitted in Section 24 of this Article.
- (b) The use or discharge of firearms, firecrackers or other fireworks within the Properties.
- (c) Storage of flammable liquids in excess of five gallons.
- (d) Activities which may be offensive by reason of odor, fumes, dust, smoke, vibration or pollution which are hazardous by reason of excessive danger, fire or explosion.

Section 10. Temporary Structures. No structure of a temporary character, whether motor home, trailer, recreational vehicle, travel trailer, mobile home, manufactured home, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other Improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, and signs. Portable toilet facilities shall be placed at the construction site of all Residential Dwellings.

Section 11. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot without the express written consent of the Association. All signs, billboards, posters and other advertising devices shall conform to the Committee's predetermined sign policy. The Association, Declarant or their agents shall have the right to remove any sign not complying with the above referenced policy and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith or arising from such removal. The right is reserved by Declarant and its designated agent to construct and maintain such signs, billboards or advertising devices as is customary with the general sale of property. Such sign or billboard shall not be more than two feet by three feet in size advertising the property for sale or rent, or signs used by a builder or manufacturer to advertise the property during the construction and sale period. No "For Sale" signs shall be permitted on unimproved Lots. "For Sale" signs on Lots with a Residential Dwelling thereon shall be subject to such rules and regulations as to size, type and design as established by the Association.

Section 12. Oil and Mining Operations. No water drilling, oil drilling or development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction commences 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.

Section 14. Electric Distribution System. Only underground electrical service shall be available for Lots and no above surface electric service wire shall be installed outside of any Residential Dwelling or other structure. Declarant may allow overhead service lines on the perimeter boundary of the Subdivision. It is required that individual underground electrical service drops be installed to each Residential Dwelling. The Owners of each Residential Dwelling will therefore comply with the Company's policy regarding such underground service installations, and the Owners do hereby agree to pay any charges which might be incurred for the installation of the underground service as set forth in the Company's policy. The Company's policy is subject to change as set forth in the Company policy. The Owners shall ascertain the location of said service drops and keep the area over the route of said service drops free of excavations and clear of structures, trees and other obstructions; and the Company may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves the right to grant upon, across and over each Lot an easement and license along the perimeter boundaries of each Lot to the width of three feet measured from each

boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repairs and the continuous placement of an electrical lighting system throughout the Property. This reserved right is expressly reserved on behalf of and for the benefit of Declarant and any public utility company, including but not limited to the Company. This reserved right includes expressed right of Declarant and each public utility company to clear, grade and remove such obstructions including, but not limited to, trees, brush and other landscaping that the Declarant or the public utility company deems necessary in order to effectuate the construction, erection, maintenance and continuance placement of the electrical lighting system hereby contemplated. Declarant further reserves hereby, unto itself and to any such public utility company, the expressed right to enter upon any Lot for the purpose of construction, installation, maintenance, repair and continuous placement of the electrical lighting contemplated hereunder and to remove any obstruction as might exist within this designated area, and such shall not be deemed to be trespass in any respect to the rights of the Owner of the Lot. Each Owner, by acceptance of a Deed to a Lot in the Properties, does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot in the Properties. Neither Declarant nor any utility company acting under the easement license or rights referred to herein shall be liable for any damages done by themselves or their assigns, agents, employees or servants to any fences, shrubbery, trees, flowers or any other property of the Lot Owner situated on the property covered by this easement and license.

Section 15. Screening Easements. Various Lots located adjacent to Teel Road are subject to the Screening Easement shown on the Subdivision Plat and as referenced in Article I, Section 19 above. The Screening Easement is intended to create a buffer zone and barrier between the Subdivision and Teel Road. The Screening Easement and any fence, wall or other barrier now or hereafter located thereon shall be under the exclusive control of the Association and shall be maintained and repaired by and at the expense of the Association. Trees, bushes, brush, grass and other vegetation located within the Screening Easement shall be left undisturbed unless clearing is required for utility easements. The Owner or occupant of any Lot that is subject to the Screening Easement shall grant reasonable access for clearing and installation of utilities.

Section 16. Nature Preserves. The trees, bushes, brush, grass and other vegetation located within the Nature Preserves (as shown on the Subdivision Plat and/or as referenced in Article I, Section 12 above) shall be left undisturbed unless (i) clearing is required for utility easements, or (ii) the Committee, in its sole discretion, permits the clearing of such Nature Preserves. Any such permission by the Committee must be in writing. In the event of a violation of this restriction, in addition to any other remedies provided in this Declaration or by law, the Association may require the Owner of the Lot to replace the trees and vegetation in the Nature Preserves.

Section 17. Views to and from Lake Conroe. Views to and from Lake Conroe are encouraged so that each view can become a positive addition to the environment of the Properties. Except for approved trees, no view obstruction plant material greater than two (2) feet in height shall be permitted on any Waterfront Lot beyond the rear building line. It is not the intent of these restrictions to remove any existing trees from the Property. The removal of existing trees from Lots must be approved by the Committee.

Section 18. Walls, Fences and Hedges. All walls, fences and hedges must be approved by the Committee. Except as otherwise provided herein, no walls or fences shall be erected or maintained nearer to the front of any Lot than the front of the Residential Dwelling constructed on the Lot, or, on corner lots, nearer to the side Lot line than the side Lot building line parallel to the side street as shown on the Subdivision Plat.

Except as otherwise provided herein, all walls and fences on Waterfront Lots must be of ornamental iron construction and shall be black in color and of a design that conforms to the Committee's predetermined plan for such fences. The Committee may grant variances upon written request by the Owner. Pilasters which are in harmony with the main residential structure shall be used in conjunction with all ornamental iron fences. A small patio which is an integral part of the Residential Dwelling may be enclosed with a fence or wall.

All walls and fences of interior lots may be of ornamental iron, masonry or wood construction as approved by the Committee. All wooden fences shall be constructed of material to be approved by the Committee. All wooden fences exposed to view from the street shall be built so that the finished side faces the street. No wooden fences over forty-two (42) inches are allowed where views to Lake Conroe would be hindered except as approved by the Architectural Control Committee on interior Lots only.

No chain link fences shall be erected, placed or permitted to remain on any Lot. No fence shall be installed which will impede the natural flow of water across the Lot. The Declarant may construct fencing of any size, height, shape, form or materials at the entrance to the Subdivision.

Ownership of any wall, fence or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owners' responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof, and all such payments by the Association, shall, likewise, be secured by a Vendor's Lien for the benefit of the Association in the same manner as the maintenance charges payable in accordance with Article VII herein. Plans and specifications shall be submitted as in the case with other structures.

Section 19. Mailboxes. The Declarant or the Committee, as the case may be, shall have the right to designate the exclusive design, motif and materials for mail boxes within the Properties and may at its option purchase such items in bulk and resell them to each Owner at cost. Otherwise all mailboxes shall be built of the same material as the home.

Section 20. Utilities. Improvements situated on a Lot shall be connected to the water and sewer lines as soon as practical after same are available at the property line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. All telephone, electric cable or other service lines shall be installed underground.

Section 21. Views, Obstructions and Privacy. In order to promote the aesthetic quality of "view" within the Subdivision and particularly the views of Lake Conroe, the Committee shall have the right to review and approve any item placed on a Lot including, but not limited to the following:

- (a) The location of all windows and the type of proposed window treatments and exposed window coverings, provided however, that no exterior windows shall be allowed on that side of the Residential Dwelling that faces a side boundary line with no building setback line;
- (b) The probable view from second story windows and balconies and decks (particularly where there is a potential invasion of privacy to an adjoining neighbor);
- (c) Sunlight obstructions;
- (d) Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes;
- (e) Exterior storage sheds;
- (f) Fire and burglar alarms which emit lights and sounds;
- (g) Children playground or recreational equipment;
- (h) Exterior lights;
- (i) Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be a part of an otherwise approved landscape plan;
- (j) The location of the Residential Dwelling on the Lot; and
- (k) The size, location and color of satellite dishes and antennas.

Prohibited Items. The following items are prohibited on any Lot:

- (a) Clotheslines, reels, hanging circles and other exterior clothes drying devices;
- (b) Above ground swimming pools;
- (c) Window unit air conditioners;
- (d) Signs (except for certain "For Sale" signs);
- (e) Storage of more than five (5) gallons of fuel outside of regular vehicle gas tanks;
- (f) Unregistered, unlicensed, or inoperable motor vehicles; and
- (g) Roof top solar collectors.

Section 22. Lot/yard Maintenance. The yards of all Lots shall require written approval of the Committee. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon 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 or incident to the construction of improvements as herein permitted. The accumulation of garbage, trash or rubbish of any kind and no burning is permitted. The Owners or occupants of any Lots at the intersection of streets or adjacent to the Lake Conroe, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the following from public view; yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. Each Owner shall allow reasonable rights of entry for maintenance in the "O" Lot line or commons areas that adjoin their Lot.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Association or their assigns may, at their option, without liability to the 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 maintenance work. The Owner or occupant agrees by the purchase or occupancy of the Property to pay such statement immediately upon receipt thereof, and all such payments shall be made to the Association in the same manner as the Maintenance Charges.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. Unless otherwise approved by the Committee, no trees larger than eight (8) inches in diameter shall be cut or removed except to provide room for construction of Improvements, or prevent a hazard to the structural integrity of the slab or to remove dead or unsightly trees. However, all trees within fifty (50) feet of the waterfront shall be trimmed of all limbs eight (8) feet from the base of the tree.

During the construction of a residence, the Owner is required to remove and haul all trees, stumps, limbs, branches, and debris from the Lot. Declarant, during the construction of the water, sewer, drainage facilities and streets may burn and dispose by other methods of trees, stumps, underbrush and other trash cleared during the construction process, and the Declarant may enter upon any Lot or Lots for the purposes of disposing of excavation or for the removal of trees as necessary.

No Owner or contractor may enter upon the Lot adjacent to the one on which he is building for the purpose of ingress or egress to his Lot during or after construction unless such adjacent Lot is also owned by such Owner or such Owner has written approval from the adjacent Lot Owner. Such approval must be furnished to the Committee. All adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building debris during construction of improvements.

Section 23. Motor Vehicles. No unlicensed or inoperative motor vehicles shall be allowed within the Subdivision. No motor bikes, motor cycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated on the Properties, if, in the sole judgment of the Association, such operation, for 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.

Section 24. Storage and Repair of Automobiles, Boats, Trailers and other Vehicles.

No motor vehicles shall be parked or stored on any part of any Lot, easement, right-of-way, street or any other area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans or pickup trucks that: are in operating condition; have current license plates and inspection sticker; are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six (6) feet, six (6) inches in height or seven (7) feet, seven (7) inches in width or twenty-one (21) feet in length, may be parked in the driveway on such Lot. No non-motorized vehicle, trailer, boat, marine craft, hover craft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, street, easement, right-of-way, or any other area unless such object is concealed from public view inside the garage or other approved enclosure. The term "approved enclosure" shall mean an enclosure that has been previously approved by the Committee. Owners, visitors and guests are encouraged not to park vehicles in the streets of the Subdivision.

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 Properties. This restriction shall not apply to any vehicle, machinery, or maintenance temporarily parked and in use for the construction, repair or maintenance of the Subdivision facilities or of a house or of any other structure. No Owner of any Lot or visitor or guest of any Owner, occupant or resident shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature.

Section 25. Antennas and Satellite Dishes. No electronic antenna or devise for receiving or transmitting any signal or any type other than an antenna for receiving normal marine signals from a water craft located on Lake Conroe shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the Committee. All marine radio antennas must be attached to the main residential structure. Only one antenna per Lot shall be permitted. In all cases, no antenna shall be erected as a free standing or guide structure. No antenna of any style shall be permitted on the Lot which extends more than ten (10) feet above the roof of the main residential structure on said Lot. The Committee's decision shall be final.

Unless approved by the Committee, no satellite dish may be maintained on any portion of any Lot outside the building lines of said Lot. A satellite dish may not exceed twenty-four inches (24") in diameter. All satellite dishes must be mounted below the roof line and located on the rear or side of the Residential Dwelling, but not the front thereof. All dishes shall be of one solid color of black or earth tones of brown, gray, or tan. No multicolored dishes shall be permitted. No advertising or the printing of names of any type shall be permitted. No more than one satellite dish shall be permitted on each Lot. No transmitting devise of any type which would cause electrical or electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Association shall have the right to seek the removal of any device that was installed without first obtaining written approval or any dish that violates these restrictions.

Section 26. Animals. No horses, cows, hogs, poultry, livestock or animals of any kind other than domestic household pets may be kept on any Lot. A maximum of two (2) dogs and cats (i.e., 2 dogs or 2 cats or 1 dog and 1 cat) may be kept on a Lot. Should such pets become a nuisance in the opinion of the Association, they must be removed from the premises and the Properties. No pets shall be allowed to run at large. The commercial raising or selling of pets is strictly prohibited.

Section 27. Drainage. Each Owner of a Lot agrees that he will not in any way interfere with the established drainage pattern over his Lot from adjoining Lots or other Lots in the Subdivision. Any changes necessary in the established drainage pattern must be included on the Owners plans and specifications when submitted to the Committee. Such drainage plans shall be subject to the Committee's approval. Each Owner agrees that he will take all necessary steps to provide for additional drainage of his Lot in the event it becomes necessary. Established drainage shall be defined as drainage that exists at the time the Declarant completes drainage.

In the event of construction on any Lot, the Owner must provide a drainage plan to the Committee for approval. Such plans must include the use of gutters and downspouts on the "O" Lot