

Article I

Definitions

Section 1.01 “Annexable Area” shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein including, without limitation, any property adjacent to or in proximity of the Property, or any subsequent section or sections of Rose Hill Estates annexed as provided herein.

Section 1.02 “Association” shall mean and refer to the Rose Hill Estates Homeowners Association, Inc., and its successors and assigns.

Section 1.03 “Board of Directors” shall mean and refer to the Board of Directors of the Association.

Section 1.04 “Building Envelope” shall mean and refer to that area or portion of each Lot wherein a single-family dwelling together with attached or detached garage shall be constructed.

Section 1.05 “Common Area” and “Common Areas” shall mean all areas (including the improvements thereon) within the Property owned or to be owned by the Association, or which the Association has the right to use by easement, license or other right for the common use and enjoyment of the Members, including, without limitation, the Association Fencing. It is understood that Common Area may be used by other persons or entities pursuant to easement agreements in favor of the Association and/or such other persons or entities.

Section 1.06 “Developer” or “Declarant” shall mean and refer to Rose Road Company, a Texas corporation, and its successors and assigns.

Section 1.07 “Lot” shall mean and refer to any portion of the Property, whether developed or undeveloped, upon which a single-family residence has been constructed, excluding all reserve tracts, or it is intended by the Declarant that a single-family residence be constructed, excluding all reserve tracts, but including lots created by the platting or replatting of a reserve tract. “Lots” shall mean and refer to each Lot and all of them. In the case of a parcel of land within the jurisdiction of the Association planned for a single-family residential development which has not been platted into Lots, the parcel shall be deemed to contain the number of Lots designated by the Declarant on the development plan for such parcel unless or until a different number of Lots is platted.

Section 1.08 “Owner” shall mean and refer to the record owner whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers (sellers under a contract for Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except otherwise provided herein), and (iii) builders.

Section 1.09 “Required Notice of Violation” shall mean and refer to all applicable provisions of the Texas Property Code, Chapter 209, Texas Residential Property Owners Protection Act, (the “Act”) as amended. The written notice must: (1) describe the violation or property damage that is the basis of the suspension action, charge, or fine and state any amount due the Association from the Owner; and (2) inform the Owner that the Owner: (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months; and (B) may request a hearing under Section 209.007 of the Act on or before the thirtieth (30th) day after the date the Owner receives the notice.

Article II

Dedications and Easements

Section 2.01 Recorded Subdivision Map. The Plat of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads streets, reserves and/or restricted reserves and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats, or amendments of the Plat of the Subdivision recorded on hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric power, telephone lines, gas lines, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across, and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide improved surface drainage of the reserves, Common Area and/or Lots. Any utility company serving the Subdivision and/or Developer shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Such right shall include the right to remove all trees and shrubs within the easements and further the right to trim overhanging, trees and shrubs located upon any Lot.

Article III

Use Restrictions

Section 3.01 Single-Family Residential Construction. Each and every Lot in the Subdivision is hereby restricted to one (1) single-family residence and related outbuildings and improvements, including guest houses, garages, servants' quarters (provided said guest house/servant quarters must contain a minimum of 600 square feet and a maximum of 800 square feet), or other outbuildings. All such construction shall be approved in writing by the Architectural Control Committee. Detached garages, workshops, outbuildings and barns on any Lot shall be of good construction, kept in good repair, and not used for residential purposes provided. All single-family dwelling units erected or placed on any Lot shall face the road or street adjacent to Lot as shown on the recorded Plat for such Lot and such dwelling shall be constructed solely behind the building lines as shown on the Plat.

- (i) All dwellings, detached garages, workshops, out buildings, barns, fences and driveways must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the Property. Above-ground pools are not permitted. The terms dwelling and/or main dwelling does not include single or double-wide manufactured homes, mobile homes or trailers, or any old or used houses to be moved on the Lot and manufactured, mobile homes, trailer, and used houses are not permitted within the Subdivision. All single-story residential dwellings constructed on Lots in the Subdivision shall have an exterior elevation consisting of a combination of 100% brick, stone, stucco, fiber cement siding products or a combination of each. All two-story residential dwellings constructed on Lots in the Subdivision shall have a first-story exterior elevation consisting of 100% brick, stone, stucco, fiber cement

siding products or a combination of each and a second-story exterior elevation consisting of a combination of brick, stone, stucco or fiber cement siding products, to be approved by the Architectural Control Committee. All dwellings shall have at least 1,500 square feet of living area, excluding porches or exterior covered areas, and be built with new construction materials, and be a minimum width of forty (40) feet. Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date.

- (ii) As herein, the term “residential purposes” shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex homes, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes.

Section 3.02 Location of Improvements upon the Lot and Residential Foundation Requirements. All Lots shall have a front building setback line of fifty (50) feet, side building setback lines of ten (10) feet, and a rear building setback line of ten (10) feet. All dwellings are to be constructed starting at the front building setback line, within the side building set back lines, This area or portion of the Lot is known as the Building Envelope. Any dwelling placed on a Lot must be equipped with an aerobic sewage disposal system meeting all applicable laws, rules standards and specifications; the main residential structure on any Lot shall face the front of the Lot unless a deviation is approved in writing by the Architectural Control Committee on corner Lots only. All residential building foundations shall consist of concrete slabs. On all lots in the Subdivision the minimum finished slab elevation for all structures shall be eight (8”) inches above natural grade.

Section 3.03 Driveways/Sidewalks. All driveways and sidewalks in the Subdivision including all corner lots shall have a paved surface constructed of Portland cement. All driveways and sidewalks in the Subdivision including all corner lots, shall be submitted as part of the main dwelling submission and fully constructed and completed prior to or at the time the main residence is completed and/or occupied. All driveways must have vertical headwalls poured to cover the end of driveway culverts.

Section 3.04 Composite Building Site. Any owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the Architectural Control Committee, consolidate such Lots of portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side building set-back lines shall be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Any such composite building site must have frontage at the front building set-back line of not less than the minimum frontage of all Lots in the same block. No Lot in this Subdivision shall be re-subdivided without the express written permission of the Developer.

Section 3.05 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, work shop, outbuilding or barn shall be maintained at any time as a residence, either temporarily or permanently; provided, however, that Developer reserves the exclusive right to erect, place maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

Section 3.06 Water Supply. All residential dwellings in the Subdivision shall be equipped with and served by a freshwater system installed, operated and maintained in accordance with applicable governmental requirements. There shall be a minimum of a \$1,040.00 tap fee or such greater amounts as may be established by the supplier, as provided by State regulations. No private wells shall be drilled, bored or any type of kind of private system installed or used except upon approval of the Architectural Control Committee and any required governmental authorities. Developer and/or the Association may drill wells for use in watering Common Areas, filling ponds and furnishing water to Subdivision features requiring water to operate and Owners may drill wells for use in filling of ponds, however under no circumstances shall any private well drilled by an Owner be used to provide water to any residence.

Section 3.07 Sanitary Sewer. No outside, open or pit type toilets will be permitted in this Subdivision. All dwellings constructed in this Subdivision prior to occupancy must have an aerobic sewage disposal system installed to comply with the requirements of the appropriate governing authority.

Section 3.08 Walls and Fences. All walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall not be closer to front street property lines than the front building set-back line, except that decorative fencing may be installed between the street and the front building set-back line provided that same is approved prior to installation by the Architectural Control Committee. Any erection of any wall, fence or other improvements on any easement is prohibited. No electric barbed wire, livestock fences or temporary fences shall be allowed and must be finished within ninety (90) days from beginning of construction. There will be no approval for partial or temporary fencing.

Section 3.09 Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which is or may become a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to others. No exterior speakers, horns, whistles, bells or other sound devices, shall be permitted, other than security and fire devices used exclusively for security and fire protection. Without limitation, the discharge or use of firearms is expressly prohibited.

Section 3.10 Garbage and Trash Disposal. Garbage and trash or other refuse or debris of any kind (including building materials kept on any Lot after construction is completed), shall not be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.11 Junked Motor Vehicles Prohibited • Recreational and Commercial Vehicles. No Lot shall be used as a depository for abandoned or junked motor vehicles. No maintenance, servicing, repair, dismantling, or repainting of any type of vehicle, boat, machine, or device may be carried on, except within a completely enclosed structure which screens the sight and sound of the activity from the street and from other Lots. No tractor, truck, industrial or commercial vehicle (both cabs and trailers), towed trailer unit, mobile home, or any other vehicle the primary purpose of which is commercial use, shall be parked or stored in, on, or about any Lot or street within the Subdivision. No boat, camper, trailer, motorcycle, motor home, recreational vehicle, or any other vehicle the primary purpose of which is recreational sporting shall be parked or stored in front of the 50-foot front building line. For purposes of this restriction, any 3/4-ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed a commercial vehicle or truck. No unlicensed go-cart, dirt bike, motorcycle, or recreational vehicle powered by an internal combustion engine may be operated on any

roads, streets, or rights-of-way within the Subdivision. Under no circumstances shall any vehicle for any reason be parked in the front yard of any Lot.

Section 3.12 Signage. No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot, except (i) signs, advertisement, billboard or advertising structures used by Developer in advertising the Subdivision and/or Lots for sale within the Subdivision and (ii) one (1) sign not more than forty-eight inches (48") square used by a Builder to advertise the property for sale during the construction and sales phase. Developer or any member of the Architectural Control Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.13 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets provided that they are not kept, bred or maintained for commercial purposes.

Section 3.14 Logging and Mineral Development. No commercial logging, oil drilling, oil exploration or development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks tunnels, mineral excavation, or shafts be permitted upon or in any Lot. Further no Lot owner is permitted to cut any trees on his/her Lot until Developer has been paid in full for such Lot, unless otherwise approved by the Developer.

Section 3.15 Drainage. Natural established drainage patterns of streets, Lots and roadway ditches will not be impaired by any person or persons, driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. Driveway culverts must be approved by the Architectural Control Committee as to location and size prior to the installation or construction of any improvements on the Lot.

Section 3.16 Antennae and Satellite Dishes. No radio or television wires or antennae shall be maintained on any portion of any Lot between any street adjoining same and the front of the house situated on such Lot; nor shall any antennae of any style, including free-standing antennae, be permitted which extend more than fifteen (15) feet above the height of the roof of the residence on said Lot.

- (i) No satellite dish shall be erected within view of the street unless approved by the Architectural Control Committee.
- (ii) Satellite dishes shall not exceed thirty-six (36) inches in diameter.

Section 3.17 Landscape Lighting. Exterior landscape lighting shall be permitted without the Architectural Control Committee's written approval; provided that the light color is white. The color of the pole and fixture must be black unless otherwise approved in writing by the Architectural Control Committee.

Section 3.18 Holiday Lighting and Decorations. Exterior lighting and decorations for holidays shall be permitted so long as the lighting and/or decorations are completely removed from public view within twenty (20) days after the date of the holiday. Holiday lighting shall not be installed more than forty-five (45) days prior to the holiday.

Section 3.19 Window/Wall Air Conditioning Units. No window or wall type of air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any

part of the subdivision, unless approved by the Architectural Control Committee and is not viewable from the street.

Section 3.20 Construction Work Time Frame. Except in an emergency or when other unusual circumstances exist, as determined by the Architectural Control Committee, outside construction work or noisy interior construction work shall be permitted after 7:00 AM and before 9:00 PM.

Section 3.21 Lot Maintenance. All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets, or other property. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing (including mowing of roadway easement adjacent to Lot).
- (iii) Tree and shrub pruning.
- (iv) Keeping the exterior lighting and mechanical facilities in working order and directed so as not to cause a nuisance.
- (v) Keeping lawn and garden areas alive, free of weeds and attractive.
- (vi) Keeping parking areas, walkways and driveways in good repair. No parking of motor vehicles in the front or side yard.
- (vii) Complying with all governmental health and policy requirements.
- (viii) Repainting of improvements.
- (ix) Repair of exterior damage to improvements.

Section 3.22 Flags and Flagpoles. Flag poles may be erected with the written approval of the Architectural Control Committee. The size, number, and placement of the flag pole must be approved by the Architectural Control Committee before any work can begin. The flag pole can only be a maximum of sixteen (16') feet and must be erected a minimum of twenty (20) feet from the front property line.

Section 3.23 Solar Collectors. Solar collectors, whether rooftop or ground based, must receive written approval from the Architectural Control Committee.

Section 3.24 Swimming Pools. No swimming pool may be constructed on any Lot without the prior written consent of the Architectural Control Committee. Two sets of plans and specifications for the proposed pool shall be submitted to the Architectural Control Committee including a plot plan showing the location and dimensions of the pool and related improvements together with the plumbing and excavation disposal plan. Above ground swimming pools are not allowed within the subdivision.

Section 3.25 Outdoor Burning. No outdoor burning shall be permitted on any Lot except in connection with (i) the initial clearing of such Lot for the construction thereon; (ii) the burning of debris during construction; or (iii) the burning of leaves or other botanical waster from the Lot. Under no circumstances shall any household trash or garbage be burned on any Lot.

Section 3.26 Propane and Butane Storage Tanks. No tanks for the storage of propane or butane shall be placed on any Lot outside of the minimum setback lines for such Lot. All such tanks

shall be located in the back or side yard of the residence and shall be screened from street view by buildings, lattice work, fencing or shrubbery.

Section 3.27 Excavation. No excavation shall be made except in conjunction with construction of an improvement. When such improvement is completed, all exposed openings shall be back filled and graded within seventy-two (72) hours. No lakes or ponds may be created without the approval of the Architectural Control Committee.

Section 3.28 Mailboxes. The United States Postal Service will not be providing door to door delivery of mail, but utilizing Cluster Box Units placed at a location(s) within on in close proximity to the subdivision.

Section 3.29 Sale of Alcohol. No spiritous, vinous, malt or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any Lot or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of policy, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

Section 3.30 Yard Statues. Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be part of an otherwise approved landscape plan must be approved by the Architectural Control Committee.

Section 3.31 Additional Prohibited Items. The list of items below are prohibited within the subdivision:

- (i) Clotheslines, reels, hanging circles and other exterior clothes drying devices.
- (ii) Above ground swimming pools.
- (iii) Portable storage buildings.

Article IV

Architectural Control Committee

Section 4.01 Basic Control. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof, or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval from the Architectural Control Committee of the construction plans and specifications for the construction or alteration of such improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

Section 4.02 Architectural Control Committee. The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided however, the authority of the Developer shall cease and terminate upon the Developer's assignment of such rights to the Association and election of the Architectural Control Committee by the Association,

in which event such authority shall be vested in and exercised by the Architectural Control Committee. Approval or disapproval by the Architectural Control Committee shall be in writing. In the event that the Architectural Control Committee fails to approve or disapprove in writing plans and specification and plot plans received by it within ninety (90) days following submission, such plans and specifications and plot plans shall be deemed approved.

Article V

Rose Hill Estates Homeowners Association, Inc.

Section 5.01 Non-Profit Corporation. A non-profit corporation may be formed by the Developer at any time, but in no event, shall such corporation be formed later than twelve (12) months after Developer has sold at least 90% of the Lots within the Subdivision and/or 90% of the Lots in any subsequent section annexed pursuant to Section 7.07 below. The Association will be organized and it shall be governed by the Certificate of Formation and By-Laws of said Association. The Association shall manage, operate, care for, maintain and repair all Association properties, including, without limitation, the Common Areas, and keep same in an attractive and desirable condition for the preservation, protection, and enhancement of the property value and the general health, safety, and welfare of the Members.

Section 5.02 Membership. The Association shall have two classes of membership, Class "A" and Class "B" as follows:

(i) Class "A" Class "A" Members shall be all Owners with the exception of the Class "B" Member. Class "A" Members shall be entitled to one (1) vote for each Lot of which they are the Owner. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance on an obligation. No Owner shall have more than one vote for each Lot owned by such Member, regardless of which Section or Sections a Lot or Lots is located. Membership in the Association, by an Owner, shall be appurtenant to and may not be separated from the ownership of Lots.

(ii) Class "B" The Class "B" Member shall be the Declarant which shall have one thousand (1,000) votes for each Lot it owns in the Subdivision. The Class "B" Member shall be entitled to appoint and remove the members of the Board of Directors until the Transfer Control Date. The Class "B" membership for each Lot shall cease and be converted to Class "A" membership upon the sale by Declarant of one hundred (100%) percent of the Lots comprising the Subdivision (the "Transfer Control Date"). If additional land is annexed or added to the Subdivision the Class "B" membership status shall be reinstated to Declarant based upon the number of new Lots, if any contained in such additional land and the Lots remaining in the original developed land.

Section 5.03 "By-Laws." The Association has adopted or may adopt whatever By-Laws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

Section 5.04 Owner's Right of Enjoyment. Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association with respect to the Common Areas, to limit the number of guests of Owners;

(b) The right of the Association to make rules and regulations regarding use of any Common Area and to charge reasonable admission and other fees for the use of any facility situated upon the Common Areas;

(c) The right of the Association, in accordance with its Certificate and By-Laws (and until the Transfer Control Date, subject to the prior written approval of the Developer), to (i) borrow money for the purpose of improving and maintaining the Common Areas (including borrowing from the Developer or any entity affiliated with the Developer) and (ii) mortgage said property; however, the rights of such mortgagee of said property shall be subordinate to the rights of the Owners hereunder; and,

(d) The right of the Association, subject, until the Transfer Control Date, to the prior written approval of the Developer, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, for such purposes and subject to the provisions of this Declaration.

Section 5.05 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the Owner's immediate family living in the Owner's residence, and his/her contract purchasers who reside on the Lot (collectively, the "Related Users").

Article VI

Maintenance Fund

Section 6.01 Maintenance Assessment. Each Owner of a Lot by acceptance of a deed or contract for deed is deemed to covenant and agree to pay to the Developer or the Association a maintenance assessment ("Maintenance Assessment") of a minimum of \$600.00, payable monthly, quarterly or annually in advance. The Maintenance Assessment may be increased each year, by a vote of the Board of Directors of the Association, by an amount not in excess of twenty-five percent (25%) of the annual Maintenance Assessment for the previous year. Notwithstanding the foregoing, Developer and all Lots owned by Developer, including Lots subsequently reacquired by Developer, shall be exempt from the Maintenance Assessment charged to Owners, delinquent Maintenance Assessments charged to prior Owners on any reacquired Lots, and any lien created thereby so long as Developer shall own such Lot, and if Developer reacquired any Lot, any existing lien, notice of lien, judgment, or judgment lien for delinquent maintenance, interest, attorney's fees and/or court costs is automatically terminated and null and void at the time of such reacquisition by Developer, by whatever means such reacquisition occurs.

Section 6.02 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Assessment, a lien for the benefit of the Developer or the Association, shall be and is hereby reserved in the deed from Developer to the purchase of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer or the Association. In addition to the right of the Association to enforce the Maintenance Assessment, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice of lien.

Section 6.03 Liens Subordinate to Mortgages. The liens described in the Declaration and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, or other bona fide, third-party lender, including Developer, including any renewal, extension, rearrangement or refinancing thereof.

Section 6.04 Purpose of the Maintenance Assessment. The collected Maintenance Assessments (sometimes called the "Maintenance Fund") may be expended by the Developer or the Association for any purposes which, in the judgment of the Developer or the Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement, purchase, acquisition, and maintenance of Common Areas.

Section 6.05 Handling of Maintenance Assessment. The collection and management of the Maintenance Assessment shall be performed by the Developer until the Transfer Control Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and upon transfer, the Association, shall maintain separate special accounts for the Maintenance Fund.

Section 6.06 New Home Construction. A cashier check from the builder or property owner in the amount of \$1000.00, made payable to the Association, shall be submitted along with construction plans as a builder's deposit at the time the builder submits plans for approval to the Architectural Control Committee. If any fines or penalties have been levied by the Association against the builder or property owner for violations contained herein, including trash or junk removal, as well as any damage done to the development by the builder or its contractors, the total of these fines will be deducted from the original \$1000.00 deposit, and a \$100.00 administration fee will be added to each violation. The remaining net deposit balance will then be refunded to the builder or property owner within 30 working days after the final construction is completed. If no fines or penalties have been levied, the deposit in its entirety will be returned.

Article VII

General Provisions

Section 7.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than 65% of the then Owners of the Lots has been recorded agreeing to amend or change, in whole or in part, this Declaration.

Section 7.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement of Owners entitled to cast not less than sixty-five percent (65%) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than sixty-five percent (65%) of all of the votes of the Owners, such amendment must be approved by said Owners within three hundred sixty-five days (365) of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner.

Section 7.03 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 7.04 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 7.05 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 7.06 Effect of Violations on Mortgages. 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 or the mortgagee under 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.

Section 7.07 Effect on Annexable Area. The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of this Declaration by a separate instrument executed solely by Developer or its successors and assigns and any lienholders, which instrument is recorded in the Real Property Records of Montgomery County, Texas.

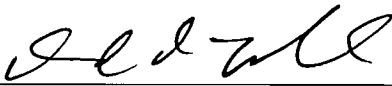
Section 7.08 Developer's Rights and Prerogatives. Prior to the Transfer Control Date, the Developer may file a statement in the Real Property records of Montgomery County, Texas, which expressly provides for the Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by Developer or (ii) assignment to any third party one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer.

Section 7.09 Electric Utility Service. Prior to beginning any construction on a Lot, each Owner, at his/her expense, shall be required to install electric service lines from the transformer or source of feed to the meter location of said Lot. Further, each Owner may expect to pay a charge for connection to such electric utility service, and the Owner is obligated to contact the appropriate electric service provider to determine such charge and make arrangements for the installation of said service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility services furnished to Owner's Lot.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand as of this the 21, April 2023.

Rose Road Company, a Texas corporation

By: 

Name: DAVID D. WICKENS

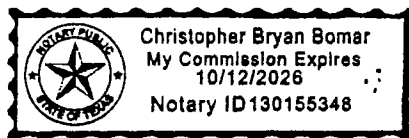
Title: PRESIDENT

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 21 day of April, 2023, by David D. Wickens, President of Rose Road Company, a Texas corporation, on behalf of said corporation.

(SEAL)




Notary Public in and for the State of Texas

After Recording Return to:

Rose Road Company
Attn: David Wickens
427 Mason Park Blvd.
Katy, TX 77450

E-FILED FOR RECORD

05/01/2023 03:35PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

05/01/2023



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas