CC&R'S SECTION 4

DECLARATION OF COVENANTS CONDITION AND RESTRICTIONS HIGHLAND KNOLLS COMMUNITY ASSOCIATION (OAK PARK TRAILS, SECTION FOUR)

THIS DECLARATION,, made on the date hereinafter set forth by CINCO/MEMORIAL PARKWAY JOINT VENTURE, a Texas General Partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property situated in Harris County, Texas, which property has been subdivided and platted as Oak Park Trails, Section Four (4), according to the plat thereof filed under Clerk's File No. T-002673 and recorded in the Map Records of Harris County, Texas.

NOW, THEREFORE, Declarant hereby declares that all of the Lots (hereinafter defined) in the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the Highland Knolls Community Association.

ARTICLE I

DEFINITIONS

Section 1.1 "Association" shall mean and refer to Highland Knolls Community Association, a Texas non-profit corporation, its successors and assigns.

Section 1.2 "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 "Properties" shall mean and refer to the property within the jurisdiction of the Association, including the property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.4 "Common Area" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners of Lots within the jurisdiction of the Association.

Section 1.5 "Lot" shall mean and refer to any numbered lot or plot of land shown in any recorded subdivision map or plat of the Properties with the exception of the Common Area and commercial reserves.

Section 1.6 "Declarant" shall mean and refer to Cinco/Memorial Parkway Joint Venture, a Texas General Partnership, its successors and assigns, if such successors and assigns should acquire more than one developed lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 2.1 Owner's Easements of Enjoyment: Every owner of a Lot shall have a right and easement of enjoyment in and to the Common Area which shall be

appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

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

d) the right of the Association to limit the number of guests of owners;

e) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be superior as to the rights of the owners hereunder at the mortgagee's election.

Section 2.2 Delegation of Use: Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3.2 The Association has two classes of voting membership as follows:

Class A. Class A members are all the Owners of a Lot with the exception of the Declarant and are entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member is the Declarant who is entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a) when the total votes outstanding in Class A membership equals the total vote outstanding in Class B membership including duly annexed areas, or

b) on January 1, 2013.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each Lot within the property described in Exhibit "A" hereto, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or

not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

a) annual assessments or charges which shall be payable as hereinafter set forth, and

b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, including, but not limited to, improvement and maintenance of the Common Area, lighting, improving and maintaining the streets and roads, collecting and disposing of garbage and refuse, employing policemen and/or watchmen, caring for vacant lots, esplanades, entrance ways and similar facilities serving the Properties, and in doing any other things necessary or desirable which the Board of Directors of the Association may deem appropriate to keep the properties neat and presentable.

Section 4.3 Maximum Annual Assessment: One or more of the deed restrictions administered by the Association establish a maximum annual assessment per Lot. The maximum annual assessment for a year may be increased by the Board of Directors of the Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Department of Labor, Washington, D.C., or any successor publication, for the preceding month of July or alternatively, by an amount equal to a five percent (5%) increase over the prior year's annual assessment, whichever is greater, without a vote of the members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above-mentioned percentage only by approval of two-thirds (2/3rds) of each class of members in the Association present and voting at a meeting duly called for this purpose. In lieu of notice and a meeting of members as provided in the By-Laws of the Association, a door to door canvass may be used to secure the written approval of two-thirds (2/3rds) of each class of members for such increase in the annual assessment. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the office of the County Clerk of Harris County, Texas. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment each year at an amount not in excess of the maximum annual assessment.

Section 4.4 Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such special assessment must be approved by two-thirds (2/3rds) vote of each class of members present at a meeting duly called for this purpose.

Section 4.5 Notice and Quorum for any Action Authorized Under Section 4.3 and 4.4: Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6 Rate of Assessment: All Lots in Oak Park Trails, Section Four shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by Declarant are not exempt from assessment. Such Lots shall be divided

into two classes; Class A lots and Class B lots. Class A lots shall be those lots on which a permanent home has been constructed and title to such lot has been conveyed to the resident purchaser thereof. Class B lots shall be all other lots which are owned by Declarant, a builder, or building company and shall be assessed at the rate of one-half (1/2) of the annual assessment applicable to the Class A lots. The lots in Oak Park Trails, Section Four shall commence to bear assessments on the happening of the earlier of the following events:

a) when such Lots have been improved with paved streets, sewer and other utilities, or

b) on the 1st day of January, 2000.

Section 4.7 Due Date of Annual Assessments: The entire accrued charge on each Class B lot (determined in accordance with Section 4.6 above) shall become due and payable on the date such lot converts from a Class B lot to a Class A lot by reason of the conveyance of title of such lot to a resident purchaser thereof. The initial annual assessment on the Class A lots shall be payable in advance on the date determined pursuant to Section 4.6 above. The amount of such initial annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment on each Class A lot thereafter shall be due and payable in advance on the first day of January of each succeeding year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association

shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 4.8 Effect on Non-payment of Assessments - Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Association a power of sale in connection with the said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 4.9 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof,

shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.10 Exempt Property: All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 4.11 Insurance:

a) The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the common area and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.

b) The Board of Directors of the Association may obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each owner, from and against liability in connection with the Common Area.

c) All costs, charges and premiums for all insurance that the Board of Directors authorized as provided herein shall be a common expense of all owners and be a part of the maintenance assessment.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.1 No building shall be erected, placed or altered on any Lots in Oak Park Trails, Section Four until the building plans and specifications and a plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished grade elevation, by an Architectural Control Committee composed of Roy Behrens, Sherry Applewhite and David Nussbaum or a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the member so replaced. In the event said committee or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. All decisions of such committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. Members of said committee shall not be liable to any persons subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for any other loss arising out of their acts hereunder; it being understood an aggrieved party's remedies shall

be restricted to injunctive relief and no other. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Powers and duties of the named committee and any designated representative or successor member shall, on January 1, 2013 (or such earlier date as the Declarant may hereafter specify), pass to a committee of three owners of lots in the Properties; provided, however, that until such selection is made by said majority of lot owners, the persons constituting said committee on said date shall continue to exercise such powers and duties until such time as their successors are elected.

ARTICLE VI

USE RESTRICTIONS

The Lots in Oak Park Trails, Section Four shall be subject to the following restrictions:

Section 6.1 Residential Construction and Use: No Lot shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling of one, one and one-half and two stories in height and a private garage for not less than two cars nor more than three cars.

Section 6.2 Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design

with existing structures, and as to location with respect to topography and finish grade elevations.

Section 6.3 Type of Construction; Size: A minimum of fifty percent (50%) of the exterior facade of all residences shall be brick and/or masonry, exclusive of doors, windows and other openings. The color of the brick or masonry used must be approved in writing by the Architectural Control Committee. The area of any single-family dwelling, exclusive of open porches and garages, shall contain no less than 1,400 square feet. For purposes of computing the square feet requirements contained herein, all measurements shall be made from the outside of the exterior walls of the dwelling.

Section 6.4 Placement: No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat, and also no building (except a garage or permitted accessory building located 50 feet or more from the front lot line) shall be placed on any Lot so as to be located:

a) nearer than 5 feet to either of the side, or interior, lines of such lot, or

b) so that the aggregate width of the side yards at the front building set-back line is less than 15% of the width of the lot at the front building set-back line, with the further provision that neither of such side yards shall have a width of less than 5 feet;

c) no single family residence shall be located nearer than fifteen (15) feet to the rear lot line, except where a garage is attached to the main structure of the

residence in which case the rear wall of the living area shall not be nearer than fifteen (15) feet to the rear lot line, and the rear wall of the garage shall not encroach upon any easement. No outbuildings on any residential lot shall exceed in height the dwelling to which they are appurtenant. Every such outbuilding shall correspond to the style and architecture to the dwelling to which it is appurtenant.

A three (3) foot side yard shall be permissible for a garaged or other permitted accessory building located fifty (50) feet or more from the front property line. If two or more lots, or fractions thereof, are consolidated into one building site in conformity with the provisions of Section 6.5 below, these building set-back provisions shall be applied to such resultant building site as if it were one original platted lot.

Section 6.5 Consolidated Building Site: None of said lots shall be re-subdivided in any fashion except as follows: Any persons owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements, as permitted in paragraph numbered 6.3 and 6.4 above, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

Section 6.6 Minimum Lot Requirement: No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot, or building site, having an area of less than 5,900 square feet.

Section 6.7 Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither

Declarant nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.

Section 6.8 Nuisances: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No repair work, dismantling or assembling of motor vehicles, boats, trailers or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street.

Section 6.9 Use of Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly, and there is hereby reserved unto the Architectural Control Committee the sole power to determine what is inconspicuous and sightly in connection with temporary structures. Builders in the subdivision may use garages as sales offices for the time during which such builders are marketing houses within the subdivision. At the time of the sale of a residence by a builder any garage appurtenant to such residence used for sales or other purposes must have been reconverted to a garage.

Section 6.10 Garage Apartments: No garage apartment for rental purposes shall be permitted on any residential lot.

Section 6.11 Underground Electrical Service: An underground electric distribution system will be installed in that part of Oak Park Trails, Section Four (designated herein as Underground Residential Subdivision), which underground service area embraces all of the lots which are platted. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plat of the subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each

homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be

obligated to provide electric service to any suc mobile home unless (a) Declarant has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such subdivision, or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) $1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s), if any, shown on the plat of Oak Park Trails, Section Four, as such plat exists at the execution of the agreement for underground electric service between the electric company and developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action has been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company $1.75 per front lot foot, unless the developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

Section 6.12 Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) feet advertising the property for sale or rent. During the initial construction and sales period the builder(s) may use other signs and displays to advertise the merits of the property for sale or rent. Declarant or its assignee shall have the right to remove any such sign in contravention hereof and in so doing shall not be subject to any liability of trespass or other sort in connection therewith or arising with such removal.

Section 6.13 Exterior Antennae: No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association's Board of Directors is empowered to adopt rules governing the types of antennae that are permissible in the Properties and to establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the rules of the Board may only be installed in a side or rear yard location, not visible from a street, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations.

Section 6.14 Storage of Automobiles, Boats, Trailers and Other Vehicles: No trucks, vans, trailers, boats, or any vehicles other than passenger cars, or passenger pick up trucks, or passenger vans will be permitted to park on streets or on driveways longer than a twelve (12) hour period. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

Section 6.15 Sidewalks: Before the dwelling unit is completed, the lot owner shall construct a sidewalk four (4) feet in width parallel to the street curb, and shall extend to the projection of the lot boundary line(s) into the street right-of-way and/or street curbs at corner lots. Owners of corner lots shall install such a sidewalk parallel to the front lot line and the side street lines.

Section 6.16 Mineral Operations: No oil drilling, oil development operations, 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 derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 6.17 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6.18 Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except a reasonable number of dogs,

cats or other household pets may be kept provided that (a) they are not kept, bred or maintained for commercial purposes, (b) they do not make objectionable noises, create any odor, or otherwise constitute a nuisance to other Owners, they are kept within an enclosed yard on the lot occupied by the Owner of such pets or on a leash being held by a person capable of controlling the animal, and (d) they are not in violation of any other provision of this Declaration or such limitations as may be set forth in the Association's Rules and Regulations. A "reasonable number" as used in this Section 6.18 shall ordinarily mean no more than two (2) pets per lot; provided, however, that the Board of Directors (or the Architectural Control Committee or such other person as the Board may from time to time designate) may from time to time determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit the keeping of any animal which, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions or any applicable Rules and Regulations. Each owner and/or related user maintaining any animal shall be liable in accordance with the laws of the State of Texas to each and all remaining owners and related users of such owners for any damage to person or property caused by any such animal; and it shall be the absolute duty and responsibility of each such Owner or related user to clean up after such animals to the extent they have used any portion of any lot or any Common Areas.

Section 6.19 Obstruction of Sight Lines: No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 1 and 6 feet above the

roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 6.20 Fences: No fence, wall or hedge in excess of three (3) feet in height shall be placed or permitted to remain on any of said lots in the area between any street adjoining same and the front building line. Further, no side or rear fence, wall or hedge shall be constructed that exceeds six (6) feet in height, unless prior approval is obtained from the Architectural Control Committee. Chain link fences are not allowed without the written consent of the Architectural Control Committee.

Section 6.21 Roofing Materials: The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition shingles comparable in quality, weight, and color to wood shingles, the decision on such comparison to rest exclusively with the Architectural Control Committee. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee.

Section 6.22 Infringement: An owner shall do no act nor any work that will impair the structural soundness or integrity of another lot or improvements thereon,

or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely effect other lots, improvements thereon, or their owners.

Section 6.23 Hanging Articles: No clothing or household fabrics or other articles shall be hung, dried or aired on any lot in such a way as to be visible from other lots or from any Common Area.

Section 6.24 Landscaping: Within sixty (60) days after recordation of a deed of a lot to an Owner, such Owner shall install and shall thereafter maintain the landscaping on his lot in a neat and attractive condition, including all necessary landscaping and gardening to properly maintain and periodically replace when necessary any trees, plants, grass and other vegetation which may be originally placed on such lot by Declarant or required by the Architectural Control Committee or the Rules and Regulations. The Board may adopt rules and regulations proposed by the Architectural Control Committee to regulate landscaping permitted and required on lots. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules and regulations, or shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon thirty (30) days prior written notice to such Owner, shall have the rights as hereinafter described. Provided, however, in the event that any Owner shall fail to mow and keep trimmed and neat the lawn and grass areas on his lot or otherwise permit any of said lawn and grass area to deteriorate to an unsightly or unattractive condition, the Board upon ten (10) days prior written notice to such Owner, shall have the rights as hereinafter described. The Board shall have the right, upon the

appropriate above-described written notice to an Owner, either (a) to seek any remedies at law or in equity which it may have to correct such conditions, or (b) after notice and hearing, to enter upon such Owner's lot for the purpose of correcting such condition, and such Owner shall promptly reimburse the Association for the costs thereof, or (c) both of the foregoing, or (d) impose such fines and penalties as exist under this Declaration, the Bylaws, or the Rules and Regulations of the Association.

Section 6.25 Restriction on Exterior Lighting: Except as may be approved in advance in writing by the Architectural Committee, no exterior lighting shall be permitted anywhere within the Properties, including lighting to accent landscaping features, lights at entrance doors to structures, lights at entrance to any lot, lights along paths or driveways and lights to illuminate permitted signs. Approval shall be given only if such lights shall be of attractive design and shall be as small in size as is reasonably practical and shall be placed or located as directed or approved in writing by the Architectural Control Committee, and shall not allow light reflection or glare to be discernible from any place off the lot where such lighting exists.

Section 6.26 Casualty Insurance for Improvements: Each Owner of a lot shall be obligated to obtain and keep in full force and effect at all times casualty insurance with respect to all insurable improvements on the lot for the full replacement value thereof, including coverage for fire and extended coverage, vandalism and malicious mischief and, if reasonably available and if deemed appropriate by the Association as evidenced by resolution of the Board of Directors, flood, earthquake or war risk coverage. In the event of damage or destruction to any insured improvements, the

proceeds of such insurance shall be applied by the Owner thereof, to the extent necessary, to cause the damaged or destroyed improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Control Committee or the Owner shall promptly cause the damaged or destroyed improvement to be demolished and the lot to be suitably landscaped, as approved by the Architectural Control Committee, so as to present a pleasing and attractive appearance, and to be well maintained, mowed, and edged to conform to occupied lots in the immediate vicinity.

Section 6.27 Solar Energy Installations: The Architectural Control Committee may approve the plans and specifications for the installation of residential solar systems, provided that the Architectural Control Committee determines that such plans and specifications demonstrate the exercise of reasonable measures to minimize the potential adverse aesthetic impact of the installation on other portions of the properties. Any such Architectural Control Committee approval shall have no effect upon the enforceability of any other use restriction in this Declaration. The Architectural Control Committee shall have the right to promulgate reasonable standards and guidelines against which to examine any such plans and specifications.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Enforcement: The Association, or any Owner of a Lot, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions

of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 7.3 Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots subject to this Declaration, and thereafter by an instrument signed by the Owners of a majority of the Lots. Any amendment must be recorded in the Deed Records of Harris County, Texas.

Section 7.4 Annexation:

a) Upon the request of Declarant, the Board of Directors of the Association may, from time to time, by majority vote and without the consent of the members, annex such additional residential property and common area to the jurisdiction of the Association as Declarant may designate.

b) Additional residential property and common area, not designated by Declarant as provided above, may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

ARTICLE VIII

FHA/VA APPROVAL

Section 8.1 As long as there is a Class B membership, the following actions will require the prior approval of the U.S. Department of Housing and Urban Development: annexation of additional properties, dedication of common area, and amendment of this Declaration.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal this 20th day of July, 1998.

CINCO/MEMORIAL PARKWAY JOINT VENTURE

By: Wheatstone Investments, L.P., venturer

By: Wheatstone Management, L.L.C., general partner

By: _____
Name: Mark A Kilkenny
Title: Vice President

By: Ayrshire Corporation, venturer

By: _____
Name: William F Burg III
Title: President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of July, 1998 by Mark Kilkenny, Vice President of Wheatstone Management, L.L.C., a limited liability company which is the general partner of Wheatstone Investment, L.P., a limited partnership which is a joint venturer of CINCO/MEMORIAL PARKWAY JOINT VENTURE, on behalf of said limited partnership and joint venture.

(SEAL)

LORI FRUTH
NOTARY PUBLIC STATE OF TEXAS
Commission Expires:
DECEMBER 29, 2001

Lori Fruth
Notary Public in and for
the State of Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of July, 1998 by William F. Burgett III President of Ayrshire Corporation, a Texas corporation which is a joint venturer of CINCO/MEMORIAL PARKWAY JOINT VENTURE, on behalf of said corporation and joint venture.

(SEAL)

HILDA LEWIS
MY COMMISSION EXPIRES
June 16, 2002

Hilda Lewis
Notary Public in and for
the State of Texas