

**SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.
FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR SAVANNAH TRACE SECTION ONE
A SUBDIVISION IN BRAZORIA COUNTY, TEXAS**

WHEREAS, effective December 18, 2001, SAVANNAH DEVELOPMENT, LTD., a Texas limited partnership, hereinafter referred to as "Declarant", filed that certain Declaration of Covenants, Conditions and Restrictions for Savannah Trace Section One, an instrument recorded under Clerk's File No. 01 057355 in the Real Property Records of Brazoria County Texas;

WHEREAS, effective June 17, 2002, Declarant filed that certain Correction Declaration of Covenants, Conditions and Restrictions for Savannah Trace Section One, hereinafter referred to as the "Declaration", an instrument recorded under Clerk's File No. 02 030661 in the Real Property Records of Brazoria County, Texas;

WHEREAS, pursuant to Article XI, Section 3, (b.) of the Declaration, the Declaration may be amended by Declarant during the Development period; and

WHEREAS, Declarant desires to amend Article 1, Section 4 of the Declaration of said Declaration.

NOW, THEREFORE, the Declaration is hereby amended to read in its entirety as follows:

THIS DECLARATION is made on the date hereinafter set forth by SAVANNAH DEVELOPMENT, LTD., a Texas limited partnership, hereinafter referred to as "Declarant";

WITNESSETH

Declarant desires to develop certain land, being all of Savannah Trace Section One, as a residential and commercial subdivision and subject it to this Declaration and to provide and adopt a uniform plan of development, including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control, and preserve the values and amenities of this land for the development, improvement, sale, use, and enjoyment of the Property as a residential and commercial subdivision for the benefit of this land and each owner of any part of this land.

All Restricted and Unrestricted Reserves presently subject to this Declaration or subsequently subjected to this Declaration are, however, specifically excepted from Article IX, Restrictions of Use.

It has been deemed desirable, for the efficient preservation of values and amenities in the Property, to create an Association to which shall be delegated and assigned the powers of administering and enforcing the provisions of this Declaration including levying, collecting, and disbursing the assessments.

To exercise these functions, SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC., a non-profit corporation created under the laws of the State of Texas, has been incorporated. The directors of the Association have established By-Laws by which the Association shall be governed.

Declarant declares that the Property shall be developed, improved, sold, used, and enjoyed in accordance with and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions of this Declaration, all of which are adopted for and placed upon the Property; shall run with the Property and be binding on all parties who now or hereafter have or claim any right, title, or interest in the Property or any part of the Property, and on the heirs, executors, administrators, successors, and assigns of such parties, regardless of the source of or the manner in which any such right, title, or interest is or may be acquired; and shall inure to the benefit of each owner of any part of the Property.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Texas, and its successors and assigns.

Section 2 "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Builder" shall mean and refer to a department of Declarant or any other entity to which Declarant conveys Lots or Commercial Units for the purpose of constructing homes or other permitted structures thereon.

Section 4 "Commercial Unit" and "Commercial Units" shall include all land areas and reserves other than Lots and Common Open Areas and any additional land areas and reserves other than Lots and Common Open Areas that may thereafter be brought within jurisdiction of the Association. Each Commercial Unit shall contain 10,000 square feet of commercial land, 20,000 square feet of multi-family land or 60,000 square feet of land owned by a bonafide non-profit church organization and used for church purposes, and shall be the equivalent of one Lot or proportional fraction thereof for purposes of membership, voting rights and assessment in and by the Association.

Section 5. "Common Open Area" and "Common Open Areas" shall mean all real property owned by the Association for exclusive common use and enjoyment of the Owners, members of their families and guests.

Section 6. "Conveyance" shall mean and refer to conveyance of a fee simple title to the surface estate of a Lot or Commercial Unit from one Owner to another.

Section 7. "Lot" and "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Property upon which there has been or may be constructed a single-family residence.

Section 8. "Declarant" shall mean and refer to Savannah Development, Ltd., a Texas limited partnership, and its successors and assigns.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any Amendments hereto applicable to the Property recorded in the Office of the County Clerk, Brazoria County, Texas.

Section 10. "Development Period" shall mean and refer to that period of time in which Declarant is the Owner of any Lot or Commercial Unit.

Section 11. "Member" shall mean and refer to those persons entitled to membership as provided in Article IV, Section 1, of this Declaration.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the surface estate in any Lot or Commercial Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Property" shall mean and refer to Savannah Trace Section One, a subdivision in Brazoria County, Texas, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 14. "Transfer" shall mean and refer to the transfer of the surface estate of a Lot or Commercial Unit from one legal entity to any department thereof or to another legal entity whether or not the owner of record changes.

ARTICLE II RESERVATIONS, EXCEPTIONS, DEDICATIONS AND CONDEMNATION

Section 1. Incorporation of Plat. The subdivision plat of Savannah Trace Section One, dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such subdivision plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Property. All dedications, limitations, restrictions and reservations shown on the subdivision plat, to the extent they apply to the Property, are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed and conveyance executed or to be executed by or on behalf of Declarant, conveying each Lot or Commercial Unit within the Property.

Section 2. Reservation of Minerals. The Property, and any future land made subject to this Declaration, is hereby subjected to the following reservation and exception: All oil, gas and other minerals in, on and under the herein above described Property are hereby excepted or reserved by predecessor or predecessors in title of Declarant and which exception is made in favor of present owner or owners or owners of such minerals as their interests may appear of record.

Section 3. Condemnation. If all or any part of the Common Open Area is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The expense of participation in such proceedings by the Association shall be borne by the Association and paid for out of assessments collected pursuant to Article V hereof. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings.

All damages or awards for such taking shall be deposited with the Association. If an action in eminent domain is brought to condemn a portion of the Common Open Areas, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such portion of the property to the condemning authority in lieu of such condemnation proceeding.

ARTICLE III PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Lot and Commercial Unit Owner who resides on the Property shall have a right to an easement of enjoyment in and to the Common Open

Areas which shall be appurtenant to and shall pass with the title to every Lot or Commercial Unit, subject to the following provisions:

- (a) the right of the Association to grant or dedicate easements in, on, under or above the Common Open Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property of any part thereof;
- (b) the right of the Association to prevent an Owner from planting, placing, fixing, installing or constructing any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any personal property on the Common Open Areas or any part thereof without the prior written consent of the Association. The Association shall have the right to remove anything placed on the Common Open Areas in violation of the provisions of this subsection and to assess the cost of such removal against the Owner responsible. Such cost shall be an additional assessment as hereinafter provided for;
- (c) the right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Open Areas and the facilities thereof, for display and exhibit purposes in connection with the sale of Lots or Commercial Units within the Property, which right Declarant hereby reserves; provided, however, that such use shall not continue for a period of more than fifteen (15) years after conveyance of the Common Open Areas within the Property to the Association, provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise unreasonably restrict the Members in their use and enjoyment of the Common Open Areas;
- (d) the right of the Association to limit the number of guests of Owners utilizing the recreational facilities and improvements owned by the Association and provided upon Common Open Areas;
- (e) the right of the Association to establish uniform rules and regulations and to charge reasonable admission and other fees pertaining to the use of any recreational facilities owned by the Association; and
- (f) the right of the Association to suspend the voting rights of an Owner and the Owner's right to use any recreational facility of the Association during the period the Owner is in default in excess of thirty (30) days in the payment or any maintenance charge assessment against a Lot or Commercial Unit and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have by virtue of this Declaration or its By-Laws or at law or in equity on account of any such default or infraction.

Section 2. Delegation of Use. Owners subject to an easement of enjoyment in and to the Common Open Areas may delegate their right to or enjoyment of the Common Open Areas to members of their families, tenants or contract purchasers who reside in Owner's residential dwelling or commercial structure.

Section 3. Waiver of Use. No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release a Lot or Commercial Unit owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Open Areas thereon or by abandonment of Owner's Lot or Commercial Unit.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each person or entity who is a record Owner of any of the Property which is subject to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

Section 2. Voting Classes. The Association shall initially have two classes of voting membership:

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

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot or Commercial Unit owned. Class B membership shall cease and be converted to Class A membership on the earlier of the following dates:

- (a) the date on which the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
- (b) January 1, 2022.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Commercial Unit owned within the Property, hereby covenants, and Owner of any Lot or Commercial Unit 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; and
- (b) additional assessments as herein provided; and
- (c) special assessments which are to be established and collected as hereinafter provided.

The annual, additional, and special assessments, together with interest, late fees, penalties, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing and contractual lien upon the Lot or Commercial Unit against which each such assessment is made. Each such assessment, together with interest, late fees, penalty, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot or Commercial Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purposes of Assessment. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the Members of the Association and for the improvement and maintenance of the Common Open Areas including the improvements and landscaping thereon.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner, the maximum annual assessment shall be \$475.00 per Lot or Commercial Unit.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner, the maximum annual assessment may be increased each year above the

maximum assessment for the previous year without a vote of the membership by the percentage change by which the Consumer Price Index for the immediately preceding calendar year exceeds such Index for the calendar year prior thereto or by fifteen percent (15%), whichever is greater. As used herein, the "Consumer Price Index" shall mean the year-end Consumer Price Index for All-Urban consumers, published by the U.S. Department of Labor (or a generally accepted replacement should such Index no longer be published).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner the maximum annual assessment may be increased above the rates specified in this Section 3, Paragraph (a) by a vote of two-thirds (2/3) of each class of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

Section 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 for necessary purposes of the Association, such as the construction, reconstruction, repair or replacement of a capital improvement in the Common Open Areas, including fixtures and personal property related thereto, or for counsel fees or the fees of other retained experts provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

Section 5. Rate of Assessment. All Lots and Commercial Units within the property shall commence to bear their applicable assessments simultaneously, and improved Lots and Commercial Units owned by the Declarant are not exempt from assessment. Lots or Commercial Units which are owned by or transferred to a Builder or which are occupied by residents and improved Lots or Commercial Units owned by Declarant shall each be subject to an annual assessment as determined by the Board of Directors pursuant to the terms of this Declaration. Unimproved Lots or Commercial Units which are owned by Declarant shall be assessed at the rate of one-fourth (1/4) of the annual assessment; however, said assessment shall be made only in the event and then only to the extent that assessments from Lots or Commercial Units owned by other than Declarant are not sufficient to meet the operating budget of the Association. As used herein, the term "improved Lot" or "improved Commercial Unit" shall mean a Lot or Commercial Unit on which a residential dwelling or commercial structure has been constructed and is ready for occupancy as evidenced by the issuance of a Certificate of Occupancy by the City of Pearland, Texas. A Lot or Commercial Unit assessment shall be assessed against a builder, instead of Declarant when a Lot or Commercial Unit is made available for improvement by said Builder and there is written confirmation, reservation, or conveyance of said Lot or Commercial Unit by Declarant in favor of Builder. As used in this Section 5, the term "Declarant" shall be construed to mean only Savannah Development, Ltd., and its successors and assigns, acting in their capacity as land developers; and a Lot or Commercial Unit owned, reserved, or held by a home building division or any commercial construction division of Declarant shall be subject to full assessment as provided herein.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots or Commercial Units on the first day of the month following the conveyance of a Lot or Commercial Unit to an Owner or a transfer of any Lot or Commercial Unit owned by Declarant to a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Commercial Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or authorized agent of the Association setting forth whether or not the assessments on a specified Lot or Commercial Unit have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. The annual maintenance charge assessed against each Lot shall be due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter. Any annual maintenance charge which is not paid and received by the Association by the thirty-first (31st) day of each January thereafter shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a monthly late charge on any delinquent annual maintenance charge. The monthly late charge, if imposed, shall be in addition to interest. To secure the payment of the annual maintenance charge, additional assessments, special assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, late fees, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereto for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section and the superior title herein reserved shall be deemed subordinate to any mortgage for the purchase or improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such annual maintenance charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interests, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. Further, the voting rights of any owner in default in the payment of the annual maintenance charge, or other charge owing hereunder for which an Owner is liable, and/or any services provided by the Association, may be suspended by action of the Board for the period during which such default exists. Notice of the lien referred to in the preceding paragraph may, but shall not be required to, be given by the recordation in the office of the County Clerk of Brazoria County, Texas of an affidavit, duly executed, and acknowledged by an officer or authorized agent of the Association, setting forth the amount owned, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid annual maintenance charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapters 51 and 209 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid annual maintenance charge, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the office of the County Clerk of Brazoria County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapters 51 and 209 of the Texas Property Code as same may hereafter be amended. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Commercial

Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Commercial Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Commercial Unit from liability of any assessments which thereafter become due or from the lien thereof.

Section 9. Exempt Properties. Any portion of the Property dedicated to and accepted by a local public authority, shall be exempt from the assessments created herein. Local public authorities include Brazoria County, the City of Pearland, Brazoria County Municipal Utility District No. 21, Alvin Independent School District, and like public authorities. Non-profit organizations such as churches and private schools are not exempt from said assessments. Further, no land or improvements devoted to residential dwelling or commercial use shall be exempt from said assessments.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Approval. The overall plan for the development of the various areas and sections which make up Savannah contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole while at the same time permitting compatible distinctiveness of individual developments within the area. For this purpose, Declarant hereby reserves and retains the right of architectural control to itself or its assignee as hereinafter provided. Declarant shall initially appoint an Architectural Review Committee, consisting of not less than three (3) members, who need not be members of the Association, and who by majority vote may designate a representative to act for them. Any vacancy shall be filled by a successor appointed by Declarant; until such successor(s) shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted to or designate a representative with like authority. Declarant retains the exclusive right to review and approve or disapprove all plans and specifications for original construction of the Property.

It is accordingly covenanted and agreed that no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alternation to such structure or the color thereof (including, without limitation, site landscaping visible from any part of the Property and grading plans, patio covers and trellises, plans for off-street parking of vehicles and utility layout), be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or Commercial Unit or the Owner's authorized agent. The Architectural Review Committee shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than in accordance with the approved plans. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity.

Declarant hereby reserves and retains the right at its option to assign in whole or in part, its rights hereinabove set forth to an Architectural Review Committee appointed by the Association. In the event Declarant elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing and acknowledged by the proper officers of Declarant and placed of record in the appropriate records of the County Clerk of Brazoria County, Texas.

Section 2. No Liability. Neither Declarant, the Association, its Board of Directors, nor the Architectural Review Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot or Commercial Unit affected by

these restrictions by reason of mistake in judgment, negligence, or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees, that no action or suit for damage will be brought against Declarant, the Association, its Board of Directors, the Architectural Review Committee, or any of the members thereof.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any Person. Review and approval of any application pursuant to this Article may be made on the basis of aesthetic considerations only, and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for the material used, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners, nor for ensuring that the improvements are fit for their intended purpose.

Declarant, the Association, the Board, any committee, or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not Declarant has approved or featured such contractor as a builder; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. In all matters, the Board, the ARC, and the members of each shall be defended and indemnified by the Association as provided in the By-Laws.

Section 3. Notice of Noncompliance. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, and completion of construction of the improvement in accordance with the building permit, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article VI unless actual notice of such noncompliance or noncompletion, executed by the Architectural Review Committee, or its designated representative, shall appear of record in the office of the County Clerk and Recorder of Brazoria County, Texas, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 4. Rules and Regulations. The Architectural Review Committee may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VI, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications.

Section 5. Variances. The Architectural Review Committee may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in Article IX, Sections 15, 16, 17, 21, 22 and 24 of this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. Variances contained in plans that are inadvertently approved by the Architectural Control Committee as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with the provisions of this Section.

ARTICLE VII DUTIES AND MANAGEMENT OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain and otherwise manage all Common Open Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.
- (b) Pay any real and personal property taxes and other charges assessed against the Common Open Areas.
- (c) Have the authority to obtain, for the benefit of all of the Common Open Areas, all water, gas and electric services and refuse collection.
- (d) Grant easements where necessary for utilities and sewer facilities over the Common Open Areas to serve the Common Open Areas and the Property in general.
- (e) Maintain such policy or policies of insurance as the Board of Directors of the Association may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.
- (f) Have the authority to contract with a management company for the performance of maintenance and repair and for conducting other activities on behalf of the Association provided that such contract shall be limited to a duration of two (2) years, except with the approval of a majority of the Members entitled to vote. Any such management agreement shall provide that it will be terminable by the Association with or without cause upon thirty (30) days' written notice.
- (g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.
- (h) Have a duty to landscape and maintain the landscaping upon the Common Open Areas and the duty to maintain the perimeter walls or fences located at entrances to the Property, Common Open Areas, greenbelt buffers, parks and fencing and walls located on portions of Lots or Commercial Units.

**ARTICLE VIII
UTILITY BILLS, TAXES AND INSURANCE**

Section 1. Obligations of Owners.

- (a) Each Owner shall have separate electric, gas and water meters and shall directly pay for all electricity, gas, water, sanitary sewer service, telephone service, security systems, cable television and other utilities used or consumed by Owner.
- (b) Each Owner may directly render for taxation Owner's Lot or Commercial Unit and improvements thereon, and shall at Owner's own cost and expense directly pay all taxes levied or assessed against or upon Owner's Lot or Commercial Unit.

Section 2. Obligation of the Association.

- (a) The Association shall pay, as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Open Areas or any part thereof.

(b) The Association may render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Open Areas and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect, as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Open Areas and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such amounts as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive general liability insurance in such amounts as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is reasonably available) from and against liability in connection with the Common Open Areas.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid as a common expense of all Owners and shall be paid out of the assessments.

ARTICLE IX RESTRICTIONS OF USE

Section 1. Single Family Residential Construction. Subject to Sections 2 and 11 of this Article, each Lot shall be used only for single-family residence purposes. No building shall be erected, altered or permitted to remain on any Lot other than one single-family detached residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one full Lot as defined in this Declaration or that may appear on any recorded plat or replat approved by Declarant or its assignee.

Section 2. Prohibition of Offensive or Commercial Use. No activity which may be or become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of each Owner of such Owner's Lot or which shall degrade property values or distract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done in any driveway or adjoining street. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Notwithstanding the above, Declarant, its successors or assigns, or Builders may use the Property for model homes display and sales offices during the Development Period, during construction or until all new homes on the Property have been sold.

Section 3. Minimum Square Footage. The living area of the main residential structure for Lots, exclusive of porches and garage, shall not be less than 1,200 square feet. Declarant shall have the right to modify these minimum square footage requirements for any additional land annexed into the Association and made subject to this Declaration.

Section 4. Building Materials. The predominant exterior materials of the main residential structure, garage, ancillary buildings or other structures, whether attached or detached, shall be masonry, stucco, stone or wood. No single-family construction, private garage or any other structure located on the Property shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from any portion of the Property. Heating and cooling devices may be used in windows or other openings of any structure used by Declarant or a Builder during the completion and sale of all construction of this subdivision.

Section 5. Location of Improvements Upon the Lots. No building shall be located on any Lot nearer to the front line nor nearer to the side street line than the minimum building setback lines shown on the recorded plats. No building or other improvements on a Lot shall be located nearer than seven and one half (7½) feet to an interior lot line. Declarant shall have the right to modify these setback criteria for any additional land annexed into the Association and made subject to this Declaration, and Declarant shall establish building setback criteria for uses other than single-family residential on a case-by-case basis.

Section 6. Deviations Declarant at its sole discretion, is hereby permitted to approve deviations in these restrictions on building area, location of improvements on the Lots and building materials in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions for that lot only.

Section 7. Composite Building Sites. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which event setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots in the same block on the recorded plat of Savannah Trace Section One. Any revision of lot sizes is subject to all applicable regulations and laws for the State of Texas and the city of Pearland.

Section 8. Utility Easement Easements for installation and maintenance of utilities are reserved as shown on the recorded plat, and no structure shall be erected on any of such easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or contractors to shrubbery, trees, flowers or improvements located on the land covered by such easements.

Section 9. Electrical Distribution Service. An electric distribution system will be installed in the Property, in a service area that will embrace all of the lots which are platted in the Property. In the event that there are constructed within the Property structures containing multiple dwelling units such as townhouses, duplexes, or apartments, then the underground service area shall embrace all of the dwelling units involved. The Owner of each lot containing a single dwelling unit, or in the case of multiple dwelling unit structure, the Owner or developer, shall, at 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 the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, the 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 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 and developer thereof, shall at 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 this service is maintained in the Property, the electric service to each dwelling unit shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the electric distribution system in the Property at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the lots are 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 designated to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), 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.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former reserve undertakes some action which would invoke a per front lot foot payment if such action had been undertaken in the Property, such Owner of applicant for service shall pay the electric company \$1.75 per front lot foot, unless the electric company has previously been paid for service to the reserve(s). The provisions of the two preceding paragraphs do not apply to any future nonresidential development in the reserve(s).

Easements for the underground service may be crossed by driveways and walkways provided the Lot Owner makes prior arrangements with the utility company furnishing any utility service occupying the easement and provides and installs the necessary conduit of approved type and size under such driveway or walkways prior to construction thereof.

Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios or other paving, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the Lot Owner located on the land covered by such easements.

Section 10. Audio and Video Communication Service. In the event that audio and video communication services and facilities are made available to any Lot by means of an underground cable system, there is hereby reserved to the company furnishing such services and facilities a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by the company furnishing the service from the utility easement nearest to the point of connection on the permanent improvement of structure constructed, or to be constructed, upon the Lot and in a direct line from the nearest utility easement to the point of connection.

Section 11. Temporary Structures. No structures of temporary character, nor any recreational vehicle, mobile home, trailer, basement, tent, shack, garage, barn, playhouse or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time as a residence. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and permit builders to erect, place and maintain, such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of homes and construction of other improvements on the Property.

Section 12. Outbuildings. Outbuildings, whether temporary or permanent, used for accessory, storage or other purposes shall be limited to eight feet in height and one hundred (100) square feet in area and must be approved in accordance with Article VI, Section 1 of this Declaration. The standard, type, quality and color of materials used in the construction of gazebos, storage structures, shade and other structures shall be harmonious with those of the main residence. Metal siding or roofing shall not be permitted. Outbuildings may not be placed nearer than ten (10) feet to the rear property line, and shall meet the side lot setback criteria set forth in Article XI Section 5 of this Declaration, as modified for future land annexed into the Association and made subject to this Declaration.

Section 13. Play Structures. Free-standing play structures such as playhouses, play forts and swing sets shall be permitted, subject to the area and height limitations of Section 12, and subject to approval by the Architectural Review Committee. Tents or awnings on play structures are subject to the same height restrictions. Multi-color awnings shall not be permitted.

Section 14. 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 (not to exceed two of each category) provided they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Animals are not permitted to roam the Property and must be controlled on a leash if they are not on a Lot.

Section 15. Walls, Fences and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant or the Architectural Review Committee.

No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected or maintained on a side lot line forward of point located three (3) feet back from the front exterior corners of the main residential structure located on a Lot. For the purpose of this provision the front wall of the main residential structure excludes bay or box windows, chimney structures or any other similar appendage.

No perimeter wall, fence, or hedge in excess of six (6) feet in height shall be erected and maintained on a side lot line from a point located three (3) feet back from the front exterior corner of the main residential structure, backward to the rear property line on a Lot and along the rear property line of the Lot.

On corner lots, side yard fences must be set back from the side property line a minimum of one-half (1/2) of the side building line setback shown on the plat.

Perimeter fencing on all Lots shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent with this Declaration and architectural standards established by Declarant or the Architectural Review Committee.

Fences of wire or chain link construction are prohibited, and the design and materials of all fences shall be approved by the Architectural Review Committee prior to construction pursuant to the approval requirements of Article VI, Section 1, of this Declaration.

Section 16. Antennas. Satellite dish antennas which are forty inches or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided that they are installed in conformance with the Architectural Guidelines adopted by the Board. Satellite dish antennas which are greater than forty inches in diameter and other antennas are prohibited.

Section 17. Visual Screening. All clothesline, equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects such as equipment repair and construction projects shall be screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, parks and public areas. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the lots and not allowed to accumulate thereon.

All stack vents and attic ventilators shall be located on the rear roof slopes perpendicular to the ground plane. They shall be placed in a location least visible from public areas and adjoining property.

Section 18. Visual Obstructions at the Intersections of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five

(25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

Section 19. Lot and Parcel Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupant of all Lots shall eradicate all weeds and keep all grass thereon cut and neatly maintained and shall in no event use any Lot for storage of material and equipment except for normal residential purposes or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish.

Section 20. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. Except as otherwise specifically provided in this Declaration, no Owner, lessee, tenant or occupant of a Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store any vehicle on any Lot which is visible from any street in the Subdivision or any neighboring Lot other than a passenger vehicle or light truck and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours. For purposes of these Restrictions, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and the term "light truck" is limited to a one (1) ton capacity pickup truck, sports utility vehicle, or van which has not been adapted or modified for commercial use. No passenger vehicle or light truck owned or used by the residents of a Lot shall be permitted to be parked overnight on any street in the Subdivision. No guest of an Owner, lessee or other occupant of a Lot shall be entitled to park on any street in the Subdivision overnight or on the driveway of a Lot for a period longer than forty-eight (48) consecutive hours.

Section 21. Signs, Advertisements and Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of a Lot or Common Open Areas except for one sign for each Lot of not more than twenty-eight (28) inches by thirty-eight (38) inches solely advertising the Lot for sale or rent, and except signs used by Declarant or a Builder to advertise the Lot during the construction and sales period. The Declarant and the Association shall have the right to remove any signs, advertisements or billboard or structure which is placed on said Lot or Common Open Areas, in violation of this section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. The Architectural Guidelines approved by the Board may permit school spirit or security signs subject to the conditions relating to size and period of display as contained in the guidelines and subject to obtaining the Architectural Committee's prior written approval.

Section 22. Removal of Soil and Trees. The digging of soil or the removal of soil from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on said Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees and then only following the obtaining of written approval for such cutting by Declarant or the Association, given in their sole discretion.

Section 23. Roofing Material. Roofing materials may include composition shingles having a minimum warranty period of 25 years. Composition shingle roofs shall be comparable in color to weathered wood shingles and comparable in surface textural appearance to wood shingles. Colors for slate, clay or concrete tile roofs shall be approved individually by the Declarant or its assignee. Any other type or classification roofing material shall be permitted only at the sole discretion of the Declarant or its assigns upon written request.

Section 24. Landscaping.

- (1) The landscaping plan for each Lot shall be submitted to the Architectural Review committee for approval pursuant to the provisions of Article VI.
- (2) All front and side yards of each Lot shall, unless otherwise approved by the Architectural Review Committee, be sodded with grass.
- (3) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the Architectural Review Committee no later than thirty (30) days following the issuance of a certificate of occupancy for the residential dwelling situated thereon.
- (4) No hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sight-lines for roadways within the subdivision. The determination of whether any such obstruction exists shall be made by the Architectural Review Committee, whose determination shall be final, conclusive and binding on all Owners.
- (5) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No bird baths, foundations, reflectors, flag poles, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free-standing bird houses or other fixtures and accessories shall be placed or installed within the front or side yards of any Lot.
- (6) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot or in the rear (back) yard of any Lot if visible from any street.
- (7) The Architectural Review Committee may from time to time promulgate rules and regulations adopting an approved list of plant life which may be utilized on any Lot, which rules and regulations may prescribe that a minimum dollar amount be established and utilized as the landscaping budget for each Lot.
- (8) No Owner shall allow the grass on this Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground.
- (9) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or residential dwelling within a reasonable period of time after such holiday passes. The Architectural Review Committee shall have the sole discretion to determine what is a reasonable period of time for seasonal or holiday decorations to exist after the holiday passes and its determination shall be final.
- (10) Each Owner shall be responsible for maintaining and replacing, if needed, the front yard and street trees, in accordance with the Architectural Control Guidelines. The Owner of each Lot shall plant and maintain grass between the boundary of their Lot and the paved right of way adjacent to their Lot.

Section 25. Enforcement. In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the requirements herein set forth, and such default continuing after ten (10) days' written notice thereof, the Declarant or the Association may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or the occupation of the Lot to pay such statement immediately upon receipt thereof. Such charge shall become an additional assessment in accordance with Article V, Section 1(b) of these restrictions.

ARTICLE X SECURITY

The Association, its directors, officers, manager, employees, agents and attorneys and Declarant, ("Association and Related Parties") shall not in any way be considered an insurer or guarantor of security within the Property. The Association and Related Parties shall not be liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken. Owners, lessee and occupants of all Lots, on behalf of themselves, and their guests and invitees, acknowledge that the Association and Related Parties do not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devises, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devises or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Owners, lessees, and occupants of Lots on behalf of themselves, and their guests and invitees, acknowledge and understand that the Association and Related Parties are not an insurer and that each Owner, lessee and occupant of any Lot and on behalf of themselves and their guests and invitees assumes all risks for loss or damage to persons, to residential dwellings and to the contents of their residential dwelling and further acknowledges that the Association and Related Parties have made no representations or warranties nor has any Owner or lessee on behalf of themselves and their guests or invitees relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devises or other security systems recommended or installed or any security measures undertaken within the Property.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. These Restrictions shall run with the Property and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each Owner and occupant of a Lot, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of the restrictions or any rules and regulations adopted by the Association or the Architectural Review Committee pursuant to any authority conferred by either of them by these restrictions and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the restrictions. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the restrictions, the Declarant, the Association, each Owner or occupant of a Lot, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. Upon the violation of any of the provisions of these restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to suspend the right of such Owner to vote in any regular or special meeting of the members during the period of the violation.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision, which shall remain in full force and effect.

Section 3. Duration; Amendment. The provisions of this Declaration shall run with and bind the Property for a term of twenty-five years from this date, after which time they shall be automatically extended for successive periods of ten years.

This Declaration may be amended during the first twenty-five year period by an instrument signed by a sufficient number of Owners representing not less than two-thirds (2/3) of the votes in the Association, and thereafter by an instrument signed by a sufficient number of Owners representing not less than fifty percent of the votes. In addition, any amendment hereto (i) to change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, or (ii) to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of Common Open Areas, or (iii) to use hazard insurance proceeds for losses to the improvements in Common Open Areas, if any, for other than the repair, replacement or reconstruction of such improvements shall require the additional approval of two-thirds (2/3) majority of the First Mortgagees (based upon one vote for each mortgage owned).

(a) Any amendment hereto affecting any of the following shall require the additional approval of fifty-one percent (51%) of the First Mortgagees (based upon one vote for each mortgage owned):

- (1) voting;
- (2) reserves for maintenance of the Property;
- (3) insurance or fidelity bonds;
- (4) rights to use of the Common Open Areas;
- (5) responsibility for maintenance of the Common Open Areas;
- (6) addition to or withdrawal of a portion of Common Open Areas;
- (7) sale of Common Open Areas to permit subdivision into Lots or Commercial Units;
- (8) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Lot or Commercial Unit; and
- (9) any provisions which are for the express benefit of First Mortgagees, or eligible insurers or guarantors of first mortgages on Lots or Commercial Units.

All amendments shall be recorded in the Official Public Records of Real Property of Brazoria County, Texas.

Deeds of conveyance of Lots or Commercial Units or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

(b) The Declarant reserves the right during the Development Period, without joinder or consent of any Owner or mortgagee, to amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, or Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Owner, except as otherwise provided herein.

Section 4. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member for any proper purpose. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of

Incorporation and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 6. Good Faith Lender's Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot or Commercial Unit, which liens may be enforced in due course, subject to the terms of this Declaration.

Section 7. Mergers. Upon a merger or consolidation of the Association with another association as provided by its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer the covenants, conditions and restrictions contained in this Declaration, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 8. Annexation.

(a) Additional land or lands may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members, and the approval of the owner(s) of the land to be annexed.

(b) Notwithstanding anything contained in Subparagraph (a) above, or any other provision herein, Declarant shall have the right, without the consent of any other Owners or any First Mortgagee, to bring within the scheme of the Declaration, in one (1) or more future stages, sections or additions, any additional land, within fifteen (15) years of the date of recording of this instrument. Further, any land annexed to the Property and subject to this Declaration may be acquired (by gift, purchase, or otherwise) and/or designated as Common Open Areas by the Association without the consent of any Owners or any First Mortgagee. Nothing in this Declaration shall be construed to represent that Declarant, or its successors or assigns, are under any obligation to add or annex additional lands to those subject to this Declaration.

(c) Any such additions shall be developed in a manner similar to the development of the Property in accordance with a general plan of development under which the architectural standards prevailing within the Property will be continued in such annexed lands, the dwellings or commercial structures to be constructed on Lots or Commercial Units within such annexed lands will be similar to the residential dwelling or commercial structures constructed on the Property, and the Lots or Commercial Units within the annexed lands will become subject to assessment in the same manner as then prevailing for the Property. All the provisions of this Declaration shall apply to the lands being annexed with the same force and effect as if said lands were originally included in the Property subject to this Declaration.

(d) The additions authorized under this Section shall be made by filing of record: (a) Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional lands which shall (i) extend the scheme of the covenants and restrictions of this Declaration to such lands and (ii) provide, if applicable, that the proportionate ownership interests in the Common Open Areas of the Owners by virtue of Association membership immediately prior to the filing of such Supplementary Declaration shall be equal to the number of Lots and Commercial Units owned by such Owner divided by the total number of Lots and Commercial Units within the lands then subject to this Declaration after such annexation; and (b) a deed from Declarant to the Association which shall convey to the Association all of the area within such additions (except for the Lots or Commercial Units therein) as Common Open Areas for the benefit and use of the Owners, with reservation of Declarant's rights set forth herein.

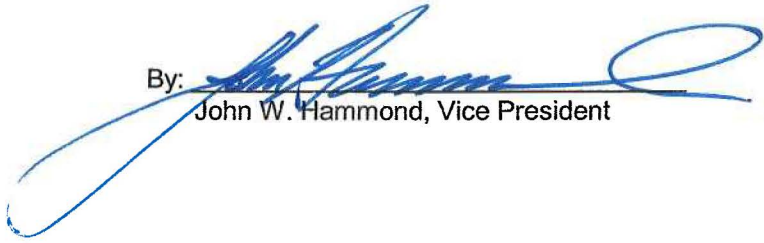
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day of MAY, 2004.

Declarant

SAVANNAH DEVELOPMENT, LTD.,
a Texas limited partnership

By: Lennar Homes of Texas Land and Construction, Ltd.,
a Texas limited partnership
d/b/a Friendswood Development Company
as Attorney-in-Fact

By: LENNAR TEXAS HOLDING COMPANY
a Texas corporation
its general partner

By: 
John W. Hammond, Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument is acknowledged before me on May 5, 2004 by John W. Hammond, Vice President of Lennar Texas Holding Company, which is the general partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership doing business as FRIENDSWOOD DEVELOPMENT COMPANY, on behalf of said limited partnership.


Notary Public, State of Texas



After Recording please return to:
Friendswood Development Company
550 Greens Parkway, Suite 100
Houston, TX 77067-4526



Attn: Barbara A. Mayer

Doc# 2004026391
Pages 20
05/06/2004 4:02PM
Official Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$72.00

**INSTRUMENT TO RECORD BUILDER GUIDELINES
LAKES OF SAVANNAH SOUTH**

29

This Instrument is being recorded by Lakes of Savannah South Community Association, Inc., a Texas nonprofit corporation (the "Association") pursuant to Section 202.006 of the Texas Property Code.

Section 202.006 of the Texas Property Code requires a property owners' association to record each dedicatory instrument in the real property records of the County in which the property to which the dedicatory instrument relates is located, if such instrument has not previously been recorded; and

Restrictive covenants and other matters concerning the Subdivision are set forth in Declaration previously recorded as follows:

First Amended Declaration of Covenants, Conditions, and Restrictions for Savannah South is recorded under Clerk's File No. 2004026391 of the Official Records of Real Property for Brazoria County, Texas and recorded amendments thereto.

The Association is currently subject to the following additional dedicatory instruments which have not previously been recorded, to-wit:

- **ARCHITECTURAL GUIDELINES FOR NEW RESIDENTIAL CONSTRUCTION BY BUILDERS ("BUILDER GUIDELINES")**
- **EXHIBIT "A" TO BUILDER GUIDELINES**
- **ADDENDUM NO. 1 TO BUILDER GUIDELINES**

Pursuant to Section 202.006 of the Texas Property Code, the Association does hereby record such additional dedicatory instruments, copies of which are attached hereto in the order set forth hereinabove.

This instrument supersedes any recorded prior instrument.

Executed on the 23rd day of December, 2011.

**LAKES OF SAVANNAH SOUTH
COMMUNITY ASSOCIATION, INC.**

By: 
Keith Schoonover, President

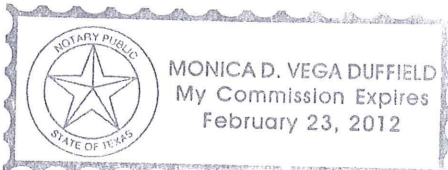
RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

✓ Friendswood

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 22, 2011, by Keith Schoonover, President of Lakes of Savannah South Community Association, Inc.



Monica D. Vega Duffield
Notary Public, State of Texas

WHEN RECORDED, RETURN TO:

Friendswood Development Company
550 Greens Parkway, Suite 100
Houston, TX ~~77007~~ **77067**
Attn: Monica Vega-Duffield



Lakes of Savannah

Architectural Control Guidelines
for New Residential Construction by Builders

("Builder Guidelines")

December 2011

LAKES OF SAVANNAH

Architectural Control Guidelines for New Residential Construction by Builders

("Builder Guidelines")

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Exhibit "A" Lakes of Savannah Residential Zoning Districts
Addendum No. 1 Three Car Front-Load Garages

I. ARCHITECTURAL REVIEW PROCESS

A. Approval Required

All new construction by Builders must be reviewed and approved in writing by the Friendswood Development Company Architectural Review Committee (the "ARC") or its designee prior to clearing or construction start. This approval can be secured in a timely manner if these Architectural Control Guidelines for New Residential Construction by Builders ("Builder Guidelines") are met to the satisfaction of the ARC. A written letter of approval or disapproval from the ARC shall be sent to the party submitting the plans. The ARC reserves the right to alter the review process to ensure adequate review of submissions.

Any deviation from approved plans during or after construction without the ARC's approval constitutes a violation. Corrections of such deviations may be required at the sole discretion of the ARC. Copies of approved plans and approval letters will be kept on file by Friendswood Development Company ("FDC") until completion of the development section. Subsequent construction, exterior remodeling and/or expansion, and items not covered in these Builder Guidelines will be reviewed and approved by the ARC in accordance with the *Lakes of Savannah South Residential Improvement Guidelines for Homeowners* published and promulgated by the ARC.

B. Submission Procedures

Submit to: Residential ARC Administrator
Friendswood Development Company
550 Greens Parkway, Suite 100
Houston, TX 77067

Only complete submittals will be reviewed. All drawings shall be drawn to scale. Faxed materials will be accepted for preliminary home design and plot plan change approvals only. Deviations must be requested in writing.

1. Custom Homes

Custom homes are approved on an individual basis. Custom home plan books, if applicable, may be submitted in accordance with the provisions for "Production Homes". "Custom" plans must include the following:

- a. Site Plan with Roof Plan (scale: 1" = 20').
 - Location and dimension of all setbacks, easements and building lines.
 - Location, dimension and material notation for all sidewalks, walkways, driveways, patios, and all other exterior flatwork.
 - Total area of lot, total area (in square feet) and percentage of lot coverage of all impervious cover (as listed above plus home and garage foundation footprint).
 - Proposed location, height, and material of each exterior fence or wall.
- b. Elevations. All building elevations are required. Front Elevation(s) (min. scale: 1/4" = 1'0"). Other elevations (min. scale: 1/8" = 1'0"). Elevations shall have complete notations of all exterior materials (including but not limited to walls, doors, roof, windows, fascia, dormers, chimneys and decorative elements).
- c. Floor Plans. (scale: 1/4" = 1'0").
- d. A registered professional engineer's seal is required on all foundation drawings. It is the builder's responsibility to ensure that foundation designs be structurally adequate and comply with all applicable codes.

- e. Additional information required: builder name, address, phone and contact, legal property description, street address, site features, if any, roof pitch, exterior material detail including manufacturer and color of all materials.

2. Production Homes

Production home plans must be approved for each community and each neighborhood they are proposed. Approvals in other FDC communities do not constitute a blanket approval to build that plan in Lakes of Savannah.

a. Architectural Design:

The ARC requires one set of the following for production home plan submittals.

- Floor Plans on 11" x 17" sheets.
- Elevations on 11" x 17" sheets. All building elevations are required. Elevations shall have complete notations of all exterior materials (including but not limited to walls, doors, roof, windows, fascia, dormers, chimneys and decorative elements).
- Upon approval of a production home floor plan and series of elevations, only site/plot plan approvals are required for each home.

b. Site/Plot Plan:

Architectural Review Process Submittal Requirements:

- If required in the Developer/Builder Agreement, the design for each Site/Plot Plan must be approved in writing before construction of the residence can begin.
- Location and dimension of all setbacks, easements and building lines.
- Location, dimension and material notation for all sidewalks, walkways, driveways, patios, and all other exterior flatwork.
- Total area of lot, total area (in square feet) and percentage of lot coverage of all impervious cover (as listed above plus home and garage foundation footprint).
- Proposed location, height, and material of each exterior fence or wall.
- Lot number, block number, section number, and builder name must be clearly printed on the first page of the submittal.

C. Disclaimers

These Builder Guidelines are intended to describe a general level of conformance for development. The Builder Guidelines and the procedures set forth herein may be modified or waived from time to time by the ARC and do not supersede compliance with applicable federal, state, county, or local laws and regulations. All structures must conform to any state or local building codes, zoning ordinances, or other governmental regulations. If provisions of these Builder Guidelines are more restrictive than other applicable codes, the provisions of these Builder Guidelines apply. Neither the FDC, the ARC, nor their individual members, partners, employees, agents, or the successors or assigns of any of them shall be liable in damages to anyone submitting to them for approval of any plans and specifications or request for variances from the Builder Guidelines, or to any owner or occupant of any parcel of land affected by the Builder Guidelines, or to any third party, and the submission of plans or requests constitutes an express waiver and release of these third parties to the fullest extent permitted by law.

II. SITE PLANNING

A. Minimum Building Setbacks

Site plans must conform to restrictions set forth in the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), the recorded subdivision plat, easements dedicated by separate

instruments, all applicable City of Pearland ("City") building codes, the Development Agreement between the City and FDC (the "DA") and these Builder Guidelines. FDC reserves the right to modify setback requirements which may exceed the minimum requirements noted on the recorded subdivision plat.

The setbacks shown below are measured from property line to exterior wall or slab edge (not roof eave) and are for "Typical Lot Width" within a given numbered subdivision section. The term "UDC" has reference to the City of Pearland Unified Development Code. The setbacks have been modified by the DA

SFR (PUD)	Typical Lot Width	Minimum Setbacks (per DA)			
		Front	Side	Det. Gar.	Rear
R-1	80'	Per UDC	7'6"	5'0"	20'0"
R-2	70'	Per UDC	7'6"	5'0"	20'0"
R-3	55', 60', 65'	Per UDC	5'0"	5'0"	20'0"
R-4	50', 55'	Per UDC	5'0"	5'0"	10'0"

Note: A map of current and proposed sections of Lakes of Savannah with SFR Classification is attached as Exhibit "A" to these Guidelines. The City of Pearland uses this map in determining compliance with the UDC and the DA.

B. Lot Coverage

Total lot coverage of the slab area may not exceed 45% for two-story homes and 55% for one-story homes. These percentages are approximations and apply to all areas within the property lines. Lot coverage does not include flat work such as patio, driveways, sidewalks, and walkways.

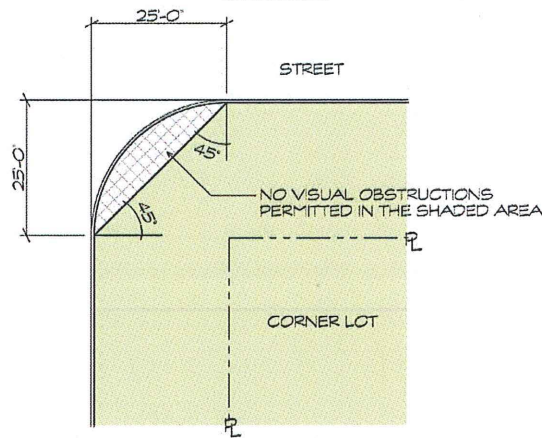
C. Corner Lots and Intersections

1. Corner Lots

Garages and driveways on corner lots shall be located adjacent to the interior property line not the property line adjacent to the side street. "Side out" garages to the side street are prohibited.

2. Intersections

Intersection areas shall be unobstructed to permit visibility of pedestrians and vehicles. No trees or other potentially opaque landscaping is permitted in an area twenty-five (25) feet in distance from each street at the corner [Figure 1]



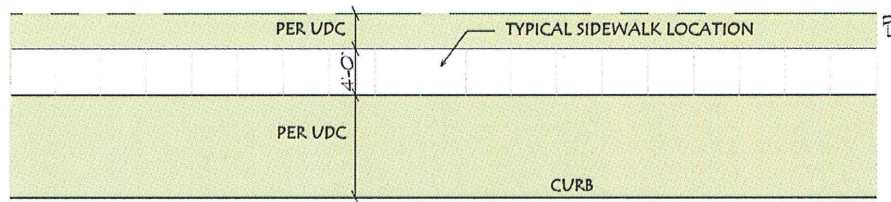
D. Lake Lots and Greenbelt Lots

Homes adjacent to greenbelts and lakes should be designed to maximize views to these amenities. Detached garages are prohibited on lake lots. Rear elevations of lake-front homes shall have materials equal to front and side elevations.

E. Sidewalks, Front Walkways, and Steps/Retaining Walls

1. Sidewalks

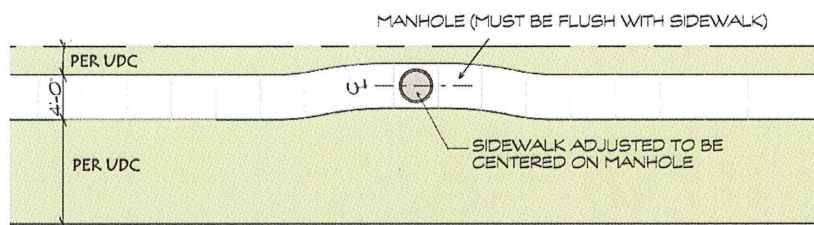
- a. Sidewalks are required in all public street rights-of-way of Lakes of Savannah. Sidewalks shall be four (4) feet wide, maximum 2% cross slope, with a light broom finish and picture frame trowel border. The sidewalk shall be located in the right-of-way, in accordance with the UDC. **[Figure 2]**



SIDEWALK LOCATION

Figure 2

- b. Sidewalks through driveways shall be five (5) feet wide, maximum 2% cross slope. The additional one (1) foot width of the driveway sidewalk shall be located closest to the lot. Sidewalks shall run continuously through front walkways and driveways, with broom finish and trowel border.
- c. Curved sidewalks are permitted only where streets curve, right-of-way width changes or other site factors necessitate. Gentle curves sections only shall be permitted.
- d. Where walkways intersect manholes, the sidewalk should be adjusted such that the manhole is centered in the sidewalk. The elevation of manholes or other objects located within a sidewalk shall be adjusted to maintain a flush surface with the sidewalk. This will typically require the removal and resetting of the manhole ring. **[Figure 3]**



SIDEWALK AND MANHOLE CONNECTION

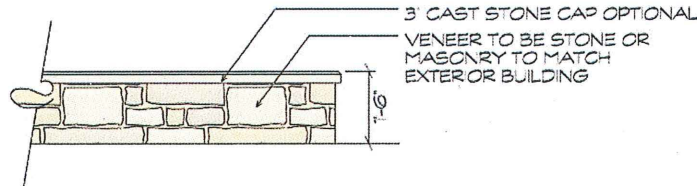
Figure 3

2. Front Walkways

- a. A walkway from the street curb or driveway to the front door is required and shall be three (3) to five (5) feet in width with a continuous slope from the edge of the porch to the street or driveway, as applicable.
- b. The walkway may be constructed of concrete, non-slip brick pavers or natural stone. Patterned concrete is not acceptable. Brick borders are approvable, subject to ARC approvable.
- c. Any curvilinear elements should be shown on the site plan.

3. Steps & Retaining Walls

- a. Retaining wall height not to exceed eighteen (18"). If greater wall height is needed, multiple 18" high walls are acceptable. **[Figure 4]**
- b. Front yard steps and retaining walls to integrate with the overall design of the front yard.
- c. Materials to match exterior building materials of home and shall be masonry or stone.



RETAINING WALL ELEVATION

Figure 4

F. Garage and Driveway Locations

1. Garages

- a. Detached two-car garages shall be set back a minimum of sixty (60) feet from the front property line. A breezeway or covered patio connecting the home to the detached garage is required.
- b. Attached two-car garages may be "front loaded" (doors facing the street) or "hook-in" (doors perpendicular to the street). Hook-in garages will require additional landscaping subject to III.I.2, below.
- c. Three car garages may be constructed in Lakes of Savannah on Lots 65' and wider, subject to the following:
 - Detached garages. Garages detached from the main home may be three-car with a driveway twelve (12) feet wide at the property line and thirty (30) feet wide at the front of the garage.
 - Split Hook garages. Split hook garages have two garages, a two-car and a one-car one parallel to the street and one perpendicular to the street. Split Hook garages are subject to ARC approval and to the motor court screening requirements in III.I.2, below.
 - A limited number of front loading three car garages may be used, subject to ARC approval and the provisions of Addendum No. 1 to these Guidelines, attached herewith.

2. Driveways

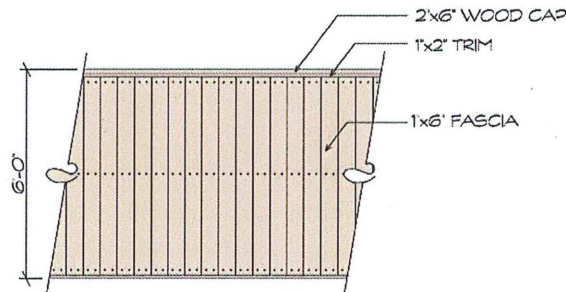
- a. Design: All driveway designs are subject to review by the ARC.
- b. Location: A driveway master plan for a development section may be provided by FDC. Location variances may be requested in writing and must include justification for deviating from the desired driveway location (such as construction conflicts of inlets, fire hydrants, flushing valves, manholes, etc.).
- c. Curb Style: At four inch (4") mountable curbs, no saw cuts are permitted. At six inch (6") barrier curbs, in accordance with City or county standards, saw-cut street and curb and tie in driveway steel. Builder is solely responsible for realigning grade of the gutter flow line in accordance with regulations and shall repair damaged curbs and gutters which cause ponding water ("bird baths") resulting from their construction activities.
- d. Alignment: Perpendicular to the street with a five (5) foot radius on driveway apron. The joint will be constructed in conformance to City requirements.

- e. Width:
 - Attached front loaded garage – Maximum of eighteen (18) feet wide at front property line
 - Detached garage – Maximum of twelve (12) feet wide at front property line to front building line where it may then transition to a wider width.
 - Any other configurations (including hook-ins or three car driveways) are subject to ARC review and approval.
- f. Setback (between the driveway and the adjacent side property line):
 - Attached front loaded garage, detached garage and side by side driveways – minimum three (3) foot side lot setback.
 - A five (5) foot radius driveway apron is required and shall not extend beyond the side property line.
- g. Materials and Finish: Concrete or other masonry materials (e.g. interlocking pavers, and brick borders) relating to the architecture of the home and other site materials. Materials other than standard concrete must be submitted to the ARC for approval. Where the driveway intersects the sidewalk, the driveway finish may not continue through the sidewalk.

G. Fences and Gates

1. Wood Fencing:

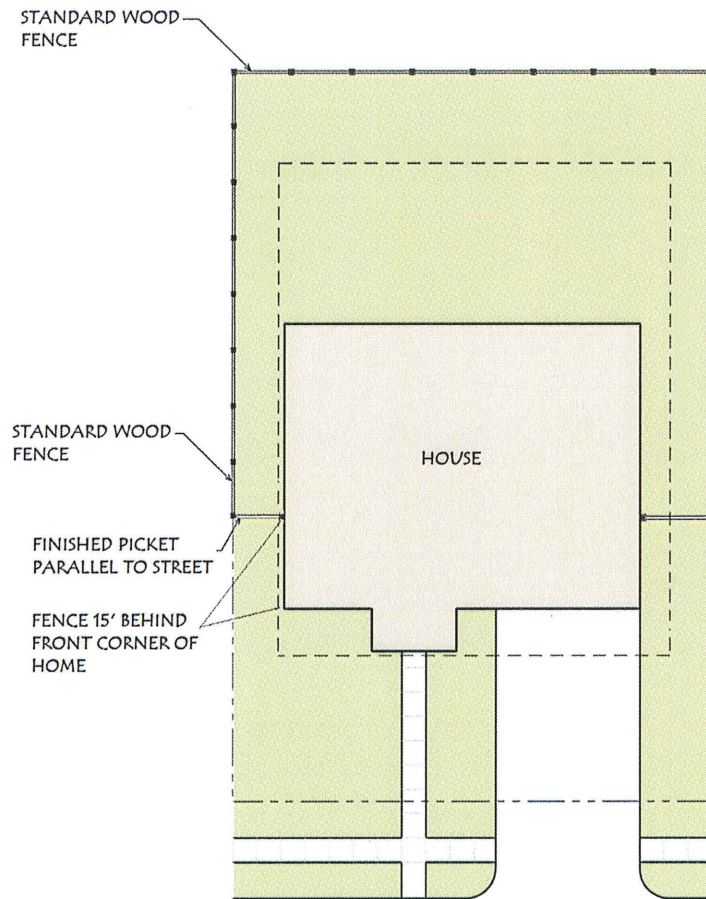
- a. Materials:
 - Pressure-treated pine posts and stringers, with posts on a maximum of eight (8) foot centers with a minimum of two stringers. The top stringer shall be a sixteen (16) feet to prevent sagging between posts. Pickets to be No. 2 grade 1" x 6" cedar. No other materials are acceptable.
 - Posts must have a minimum of two (2) feet buried in the ground, plumbed vertical and anchored in a concrete pack in accordance with geotechnical recommendations.
 - Fence pickets shall be secured to the fence posts and rails with hot-dipped galvanized nails or other non-corrodible fasteners.
- b. Construction:
 - Interior Lots. Standard fence construction shall have a posts with a minimum of five (5) foot exposure, with dog-eared pickets nominally six (6) feet above natural ground. Two to three stringers. Placement of pickets to be "good neighbor" or picket-side out, depending on location.
 - Corner Lots: Capped wood fences will be required on corner lots. Capped wood fences shall have six (6) foot posts, three stringers, with a 2" x 6" cedar cap, 1"x 6" pickets (fascia) and 1"x 2" cedar trim affixed to the top stringer. The finished, or picket-side of the fence must face any public view. **[Figure 5, Next Page]**



CAPPED FENCE CONSTRUCTION
Figure 5

c. Good Neighbor Construction:

- A "good neighbor" fence policy is required on interior exposures (i.e. where lots are adjacent to one another). Alternating sections are to occur at regular fence post intervals only, so that an entire panel is dedicated to one lot and the following panel is dedicated to the adjacent lot and so forth. In this manner, both lots receive approximately the same exposure to finished sides of a picket fence structure.
- Good neighbor construction is prohibited on any public exposure (i.e. streets, greenbelts, drainage ways and such).



INTERIOR LOT - FENCE LOCATION
Figure 6

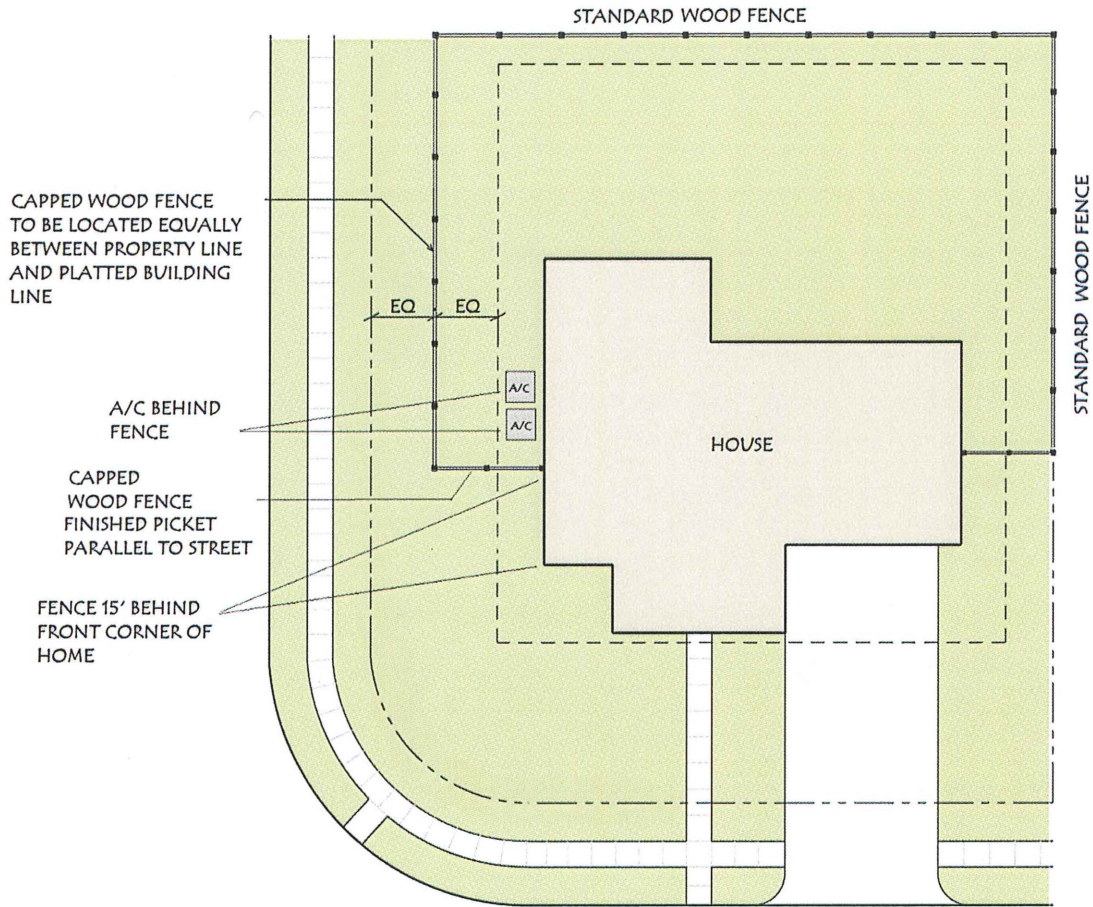
d. Height:

- Typically limited to six (6) feet nominal measurement above natural grade.
- Builder may be required by ARC to construct eight (8) foot high fences where perimeter conditions warrant.

e. Location:

- Interior Lots. Fence must be set back no further than fifteen (15) feet from the front corner of the home. Air-conditioning units and public utility meters and services will typically be in front of the side Lot fence. **[Figure 6, Previous page]**
- Corner lots. Fence must be located halfway between the property line and the building line. For example, if a corner lot building line is ten (10) feet, the fence must be located five (5) feet within the property, not on the property line. No variance will be granted for violating this provision. **[Figure 7]**

The fence perpendicular to the side street (parallel to the front street) may be set back as necessary to provide for access to public utility meters, but must be far enough forward to screen the air conditioning units. However, in no case may the fence be closer than five (5) feet behind the front of the home, and no further back than fifteen feet (15) from the corner of the home.



CORNER LOT – FENCE LOCATION
Figure 7

2. Ornamental Steel Fencing

a. Location:

- Ornamental steel fencing shall be required on the rear property line of lots adjacent to water bodies, detention ponds and other specifically-identified lots, and shall extend fourteen (14) feet along the side property lines. [Figure 8]

b. System Description:

- Fence shall be galvanized and powder coated, painted flat black **Montage Classic 2/3 Rail** or equivalent.
- Fence shall be standard height of six (6) feet measured from natural grade.

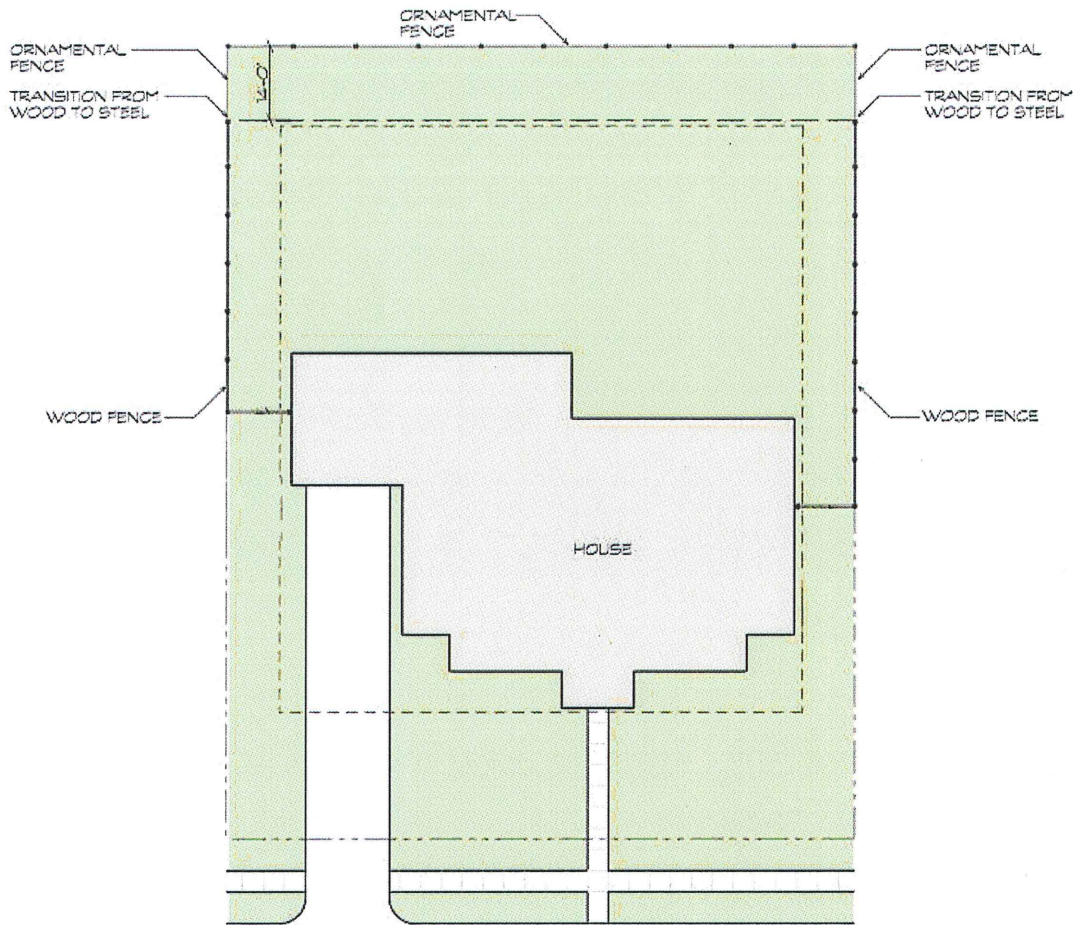
c. Quality Assurance:

- System shall be installed by contractor thoroughly familiar with the type of construction involved, materials and techniques specified.

3. Special Conditions:

- a. The finished side of a fence should always face the exterior or public side. Any exposures to greenbelts, ditches, or detention basins will be considered public view.

- b. Where residential lots are located adjacent to either commercial, institutional, or other public sites, the finished side of a fence should always face the non-residential use.
- c. Breezeway fences connecting detached garages to the main residence may be ornamental steel or wood. Fence may be four (4) feet or six (6) feet.



ORNAMENTAL STEEL FENCE LOCATION

Figure 8

4. Gates:

- a. One (1) pedestrian gate shall be required to allow access between front and rear yards. Gates are permitted to access adjacent open space but shall not be located adjacent to public rights-of-way with landscape setbacks.
- b. Gates shall be constructed as follows:
 - Same materials, quality and height as the adjoining fence. If the adjoining fence is ornamental steel, all hardware shall be painted the same color as the fence.
 - Width not to exceed forty-two inches (42") without ARC approval.

H. Landscape Requirements

1. Yard Trees:

- a. Yard Trees are trees located behind the front sidewalk line and in front of the main structure of the home. The specific number of Yard Trees required for each lot depends on lot width. The following standards should be adhered to for the appropriate lot widths specified.

Typical Lot Width	Yard Trees Required			Yard Tree Species	
	Interior Lot	Court Lot ⁽¹⁾	Corner Lot	Hardwood	Pine
50'	1	1	2	1	1
55'	2	1	2	1	1
60'	2	1	2	1	1
70'	3	2	3	2	1
80'	3	2	3	2	1

Note: ⁽¹⁾ A "Court Lot" is a Lot that (i) is less than the Typical Lot Width at the street and (ii) has a 20' building line mandated by the Plat or the UDC (as applicable). Court Lots are typically on courts, cul-de-sacs and certain inside corners.

- b. Builders may substitute hardwood trees for pine trees, but may not substitute pine trees for hardwood trees.
- c. Each Yard Tree must be a minimum of three inches (3") in caliper when measured twelve inches (12") above grade. Yard Trees must have a minimum height of ten (10) feet and a minimum spread of five (5) feet.
- d. Yard Trees should generally be located in the larger part of the yard.

2. Street Trees:

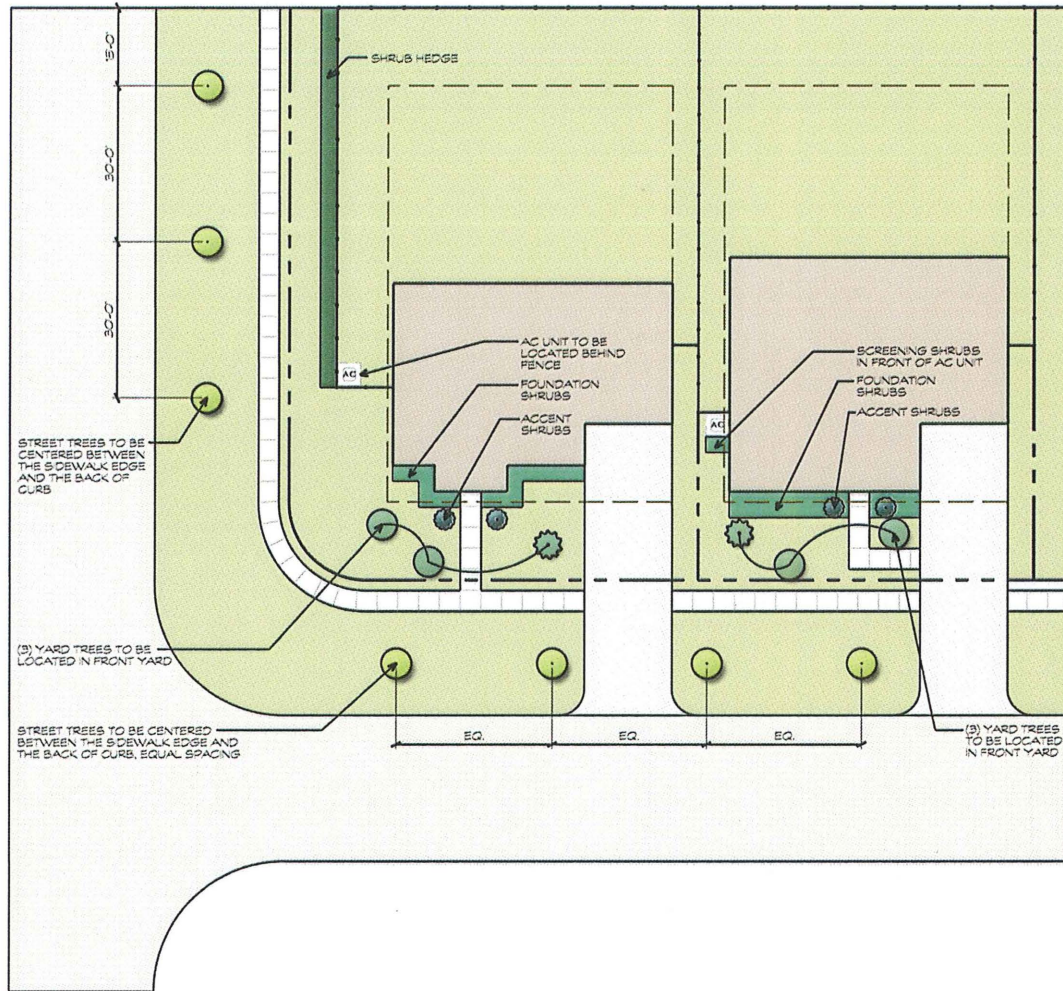
- a. Street Trees are planted between the curb and sidewalk. Street trees must container-grown live Southern Live Oaks measuring one and one-half inches (1½") in caliper when measured twelve inches (12") above grade. Street Trees must have a minimum height of eight (8) feet and a minimum spread of five (5) feet. [Figure 9, next page]

Typical Lot Width	Minimum Street Trees Required ⁽²⁾		
	Interior Lot	Court Lot ⁽¹⁾	Corner Lot
50'	1	1	4
55'	1	1	4
60'	2	1	5
65'	3	1	6
70'	3	2	6
80'	3	2	6

Notes: ⁽¹⁾ A "Court Lot" is a Lot that (i) is less than the Typical Lot Width at the street and (ii) has a 20' building line mandated by the Plat or the UDC (as applicable). Court Lots are typically on courts, cul-de-sacs and certain inside corners.

⁽²⁾ The number of Street Trees shown for Interior or Corner lots is the total required for each Lot. However, more Street Trees may be required on oversized Lots.

- b. Street trees should generally be placed thirty (30) feet on center. However, in no case may street trees be installed within the "open-site area" described in II.C.2 above.



TREES AND STREET TREES (60' LOT CONFIGURATION SHOWN)

Figure 9

3. Foundation Shrubs and other Vegetation

In addition to the tree requirements above, individual lots must meet the following minimum landscaping requirements:

- At least fifteen (15) foundation shrubs per lot should be installed in the front yard with a minimum container size of five (5) gallons.
- At least one (2) vertical foundation accent shrubs per lot should be installed in the front yard; with a minimum container size of five (5) gallons
- Primary shrub treatment in the front yard shall be within the back third of the front of the home. This is not to preclude additional landscaping in other areas of the front yard.
- A continuous wax ligustrum hedge is required on corner lots along the entire length of the side fence. The hedge shall be a minimum of five (5) gallon ligustrum, thirty inches (30") on center. [Figure 9, previous page]

4. Grass Coverage

All areas exposed to public view (front yards, greenbelt views, etc.) shall be solid-sodded with St. Augustine grass.

I. Lot Drainage

Finished lot drainage is the sole responsibility of the builder and includes the following requirements:

- Positive drainage flow should be established and directed away from structures using swales.
- Drainage runoff onto adjoining lots is prohibited.
- If additional drainage improvements are necessary, area drains are recommended.

FDC endeavors to provide engineered and developed lots that enable builders to achieve positive site drainage of 1.0% to 3.0% generally with a slope of 2.0% as a typical slope from the rear of lots to the street. In some circumstances, drainage may be directed to property at the rear of lots, permissible only when approved by FDC.

III. Architectural Design and Materials

Appropriate variety and individuality is encouraged in home architecture. Requirements of specific neighborhoods or sections may supersede this section to reinforce a particular architectural theme.

A. Massing of Home/Scale/Proportions

The massing of a home should be reasonably scaled to the street and the surrounding homes. Homes should have massing variations and avoid the "straight box" design. Pieces of the home should be scaled appropriately to each other. In production home programs, attached garages shall protrude no more than 10 feet from the front plane of the main residence. In custom home programs, attached front loading garages should be recessed from the front plane of the home with architectural detail.

B. Exterior Elevations and Materials

1. *Exterior Elevations*

Exterior elevations shall include a variety of major and minor architectural features. Major architectural features include but are not limited to: roof pitch or style (i.e. hip, gable), porches, dormers, entry portico, change of material and window bay. Minor architectural features include but are not limited to: window style (i.e. flat or arched), front door style, garage door style, shutters and decorative detail (i.e. gable inset). To be considered distinct from a similar elevation, an elevation shall include two (2) major architectural differences and two (2) minor architectural differences.

Flat, blank elevations on any side shall not be allowed. Windows must occur on all street facing elevations of homes (excluding patio homes or zero-lot-line homes).

2. *Repetition of Elevation*

Elevations in production home portfolios should: avoid monotony, maintain continuity of scale and character, avoid the negative "look-alike" effect of frequent repetition and allow sufficient latitude for the builder in satisfying market demand. Builders must conform to the following:

- a. Plan repeat with the same front elevation design: every sixth consecutive lot. Thus, at least five other homes must occur between the next repeated same front elevation. Differ brick and trim color of repeated elevation.
- b. Plan repeat with different front elevation: every third consecutive lot. Thus, at least two other homes must occur between the next repeated floor plan with a different front elevation design. Differ brick and trim color. Patio home brick and trim color may be consistent.
- c. The ARC reserves the right to reject an elevation that closely resembles that of a nearby home or in any way detracts from the overall street scene. Additionally, identical brick color and type, and siding color, are prohibited on homes that are adjacent to one another. A custom home may not be repeated within any given section.

3. Exterior Materials

No more than three exterior wall materials are allowed. All exterior walls on the first floor shall be brick, stone or stucco. On two-story homes, the front elevation must be predominantly brick, stone or stucco. On side elevations of the second story, a fifteen (15) foot wrap of the brick, stone or stucco on the side elevation is required. Brick, siding and trim colors are addressed in Paragraph J.

- a. Brick: Brick shall be hard-fired and have an overall appearance of relative evenness in color and texture. Painted brick may be permitted where deemed appropriate by the ARC for a particular architectural style.
- b. Siding: Where siding is used, it shall be fiber-cement, horizontal lap siding, eight inch (8") exposure (*Hardiplank[®] Select Cedar Mill* or equivalent). Diagonal siding, board and batten, and panel siding are prohibited. Wood, vinyl, metal, and particleboard are prohibited siding materials.
- c. Trim: All trim shall be smooth/semi-smooth, high quality finish grade stock wood or fiber-cement (*Harditrim[®] Select Cedar Mill, Harditrim[®] Smooth*, or equivalent).
- d. Stucco: Stucco is permitted if appropriate to the style of architecture and if approved by the ARC.
- e. Stone: Stone veneer may be natural cut stone or manufactured stone veneer such as *Cultured Stone[®]*.
- f. Synthetic Materials: Materials such as metal siding, vinyl siding, and other materials which have the appearance of wood, or stone must be reviewed to ensure a quality appearance for approval by the ARC.
- g. Material Changes: Changes to exterior wall material should have a logical relationship to the massing of the home. Material changes on a common wall plane that occur along a vertical line should be avoided wherever possible.
- h. Awnings: Awnings over entrances or windows are prohibited.

C. Entrances and Windows

1. Entrances

All openings in a structure such as windows and doors should relate to each other on all elevations both vertically and horizontally. This should occur in some clearly defined order, and scattered or random placements should be avoided. Both entrances and windows should be in proportion as they relate to the building mass as a whole. All sides of a home should receive equal design consideration. Reflective glass is prohibited.

2. Windows & Shutters

Windows, like entrances, should be compatible with the overall building mass and architectural character and quality of the elevation.

If shutters are incorporated as part of the design, they should be appropriately scaled to relate to the window opening and appear authentic. They must also always occur in pairs. The shutter color must harmonize with the other colors on the home. Where shutters are used on a home located on a corner lot, they should occur on the side street elevation as well as the front.

Windows on the front elevation (first and second floors) must be consistent with the design of the elevation of the homes. Windows on other elevations may be divided lite or single pane, bronze or white bronze.

D. Roof Treatment and Overhangs

1. Materials

25-year warranty, three-dimensional composition asphalt shingles in earthtone colors. All shingles within a given neighborhood shall be the same color.

2. Form

The form and massing of the roof should have a logical relationship to the style and massing of the home. Roof pitches should be applicable codes, but must be a minimum of 8 in 12 and not steeper than 12 in 12 for the main body of the roof.

The roof height should not exceed three-fourths ($\frac{3}{4}$) of the total elevation area for single story homes and one-half ($\frac{1}{2}$) the total elevation area two story homes.

Fascia depths should be in scale with the mass of the elevation, but the face of the fascia board must be at least six inches (6") nominal in size.

3. Overhangs

Overhangs should be compatible with the architecture of the home and function as shading devices. Care should be taken not to exaggerate their lengths or provide too small of an overhang. Overhangs should be more pronounced on eave conditions while rake conditions should receive a much more moderate overhang.

4. Roof Penetrations

Roof vents, utility penetrations, or other roof protrusions must be painted to match the singles. Skylights should not be visible from the front street.

5. Gutters & Downspouts

Gutters and downspouts should be strategically placed to minimize their visibility to the front street. Preferably, downspouts should occur only at the rear and sides of a home. Placement on the front elevation should be avoided as much as possible, but may be used to avoid water runoff at front entrances.

Gutters and downspouts must match or be very similar to the color of the surface to which they are attached. Downspouts must be installed vertically and in a simple configuration. All gutters and downspouts on standard lots must be installed so water runoff does not adversely affect adjacent properties.

6. Exposed Roof Metal /Antennas

All exposed stack vents, skylight curbs, attic ventilators, and other metal roof accessories shall match or closely resemble the roofing color.

All stack vents and attic ventilators shall be located on the rear roof slopes perpendicular to the ground plane. They shall not be visible from public areas and should be placed in a location which is least visible from adjoining property.

Roof-mounted ventilators shall be no higher than ten inches (10") above the roof surface.

E. Chimneys

If chimneys protrude from an elevation and are located on the front elevation, the side-street side elevation of a corner lot or the rear elevation on a lake, or greenbelt lot, the chimney must be brick, stone or stucco, in conformance with the architecture. Prefabricated metal flues should be clad in approved materials to create the image of a traditional masonry chimney. The use of wood or fiber-cement siding is not allowed at these locations.

If a chimney is interior to the roof (not on an external elevation) or at the rear or non-corner side of a home, it must be constructed of materials that match the architectural style and color of the home. Acceptable materials include masonry, brick, stucco, wood or fiber-cement siding.

Spark arrestors and caps are required on all chimneys. The spark arrestor and cap should be unadorned, non-ornamental and designed to match or be compatible with the color and material of the exterior elevations of the home. Caps must be of metal or masonry construction.

Heights of chimneys shall meet all fire code requirements and be proportional to the roofline of the respective home. Metal chimneys, if used, shall not exceed a maximum exposed height of 6 inches of chimney pipe nor a maximum height of 18 inches of total exposed metal including both chimney pipe and cap.

F. Garage Doors

Two single doors or one double door may be used where garages are two-car, front-loaded and attached. The two single doors are less likely to dominate the front facade or to appear as a blank wall.

Additionally, garage doors should be relatively unadorned while remaining compatible with the architecture of the home and elevations. Panel doors are encouraged to help downscale the effect of a garage door.

G. Address Markers

1. Visibility

The address number must be visible from the street. The scale of the address number may vary according to the scale of the home, but may be no larger than 6 inches in height and must be placed in a horizontal line. The street name is not permitted on the exterior of the home.

2. Style

No particular letter type style is required, but numbers must be Arabic and must be easily read from the street.

3. Location

The number for address identification should be inset into the brick either next to the front door or on the front of the home. Internally-lit address numbers are not permitted.

H. Lighting

The type, color, and quality of exterior lighting for the site and home must be consistent with other lighting on the property and in the neighborhood. Incandescent lighting is preferred. However, the ARC recognizes that new lamps and bulbs are available and will review alternative types. No high-wattage, commercial/industrial-type fixtures, mercury vapor, or sodium-vapor light sources are allowed in any location.

1. Floodlighting

Floodlighting fixtures must be attached to the home or other architectural structure and must not illuminate adjacent public or private properties. Lights must be directed downward and shielded to avoid "hot" glare spot visible by neighbors. Fixture and shield color should be compatible with the building. Conduits and wiring must be concealed.

2. Exterior Lighting Fixtures

All exterior light fixtures visible from the street or other public areas must be of an understated design that complements the architectural style of the residence.

3. Walkway Lighting

Walkway lighting should be an inconspicuous bollard or dome light design. The lamp may be incandescent (100w maximum), quartz (75w maximum), metal halide (75w maximum), fluorescent (25w maximum), or white L.E.D.

I. Screening

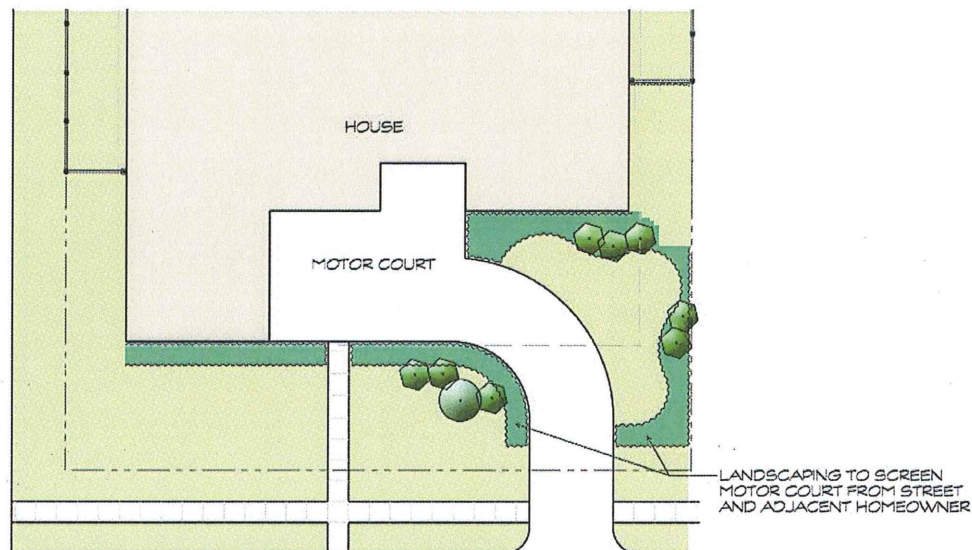
Fences, walls and landscaping are acceptable screening materials. All wood fences must be constructed in accordance with these Builder Guidelines and screened with a combination of trees and shrubs.

1. Air Conditioning Equipment & Home Generators

On corner lots, side-lot air conditioning compressors and home generators must be enclosed behind the side lot fence. On interior lots, air conditioning compressors and/or home generators may be enclosed in the side lot fence or screened from public view by landscape materials.

2. Driveway and Parking Areas

Additional landscaping will be required where Builder installs a hook-in or split-hook garage on any home. Additional landscape materials shall be installed to minimize the amount of paving visible from public area. No paving shall be located closer than three (3) feet to a side property line. [Figure 10]



DRIVEWAY MOTOR COURT
Figure 10

J. Exterior Colors

Color variety among homes is required. The ARC shall determine whether near or adjacent homes' brick or trim colors are too similar to allow. No more than three colors (plus brick or stone color) shall be permitted. Trim color and field color must vary.

1. Paint

Exterior paints and stains shall complement colors of other materials. Siding and trim should generally stay within the earthtone color family. White and cream trim is permitted. Extremely

bold or primary colors are prohibited. Bright yellow, blue, or green pastels are discouraged. Soft, muted earthtone pastel colors are acceptable.

2. Brick

Acceptable brick colors are in the earthtone color family. Very dark colored brick is discouraged. No one brick color should dominate a particular street scene. Variety in brick color is strongly encouraged. A brick color may be repeated every fifth home including same and opposite side of street.

3. Stone Veneer

Stone Veneer shall be natural stone or manufactured stone of similar color other regional stone color deemed appropriate with the project character as approved by the ARC.

K. Security Devices

No security devices such as sirens and speaker boxes shall be visible from a public view and, if possible, shall be located inside the home. Security devices should be the minimum effective size and be located unobtrusively. These Builder Guidelines also prohibit security and/or burglar bars on the exterior of homes unless specifically approved by the ARC prior to installation.

L. Structured Wiring

It is the intent of these guidelines to provide an appropriate package of structured wiring to all homes in Lakes of Savannah. "Structured Residential Wiring" is a centralized method of organizing and distributing coaxial cabling, data and security wiring from a central distribution point for flexibility, accessibility and future expansion for each home.

1. Cabling

- a. Telephone and Data Cable: Category 5 Enhanced ("Cat 5e") solid wire, UTP, Type CMR. As appropriate, Builder should use shielded or plenum rated Cat 5e. Cabling shall be terminated to EIA/TIA standards for phone and data interchangeability.
- b. Video Cable: RG-6 quad-shielded coaxial cable ("RG6").

2. Installation Criteria

- a. Installation shall be in accordance with manufacturer's recommendation. Installers should demonstrate satisfactory knowledge of, and construction should be in general compliance with ANSI/EIA/TIA Residential Structured Wiring Standards.
- b. Certification of each home network is not required.

3. Distribution Panel

- a. All cabling is to be home-run to a 14" x 28" Distribution Panel which is to be located in climate controlled space within the home. The size of the distribution panel will provide room for installation of routers and such devices by homeowner.
- b. A dedicated 110v AC electrical outlet shall be located within the Distribution Panel.

4. Service feed to Network Interface Device(s)

- a. The Network Interface Device (NID) is a device that serves as the demarcation point between the phone and cable providers' point of service and the Distribution Panel. NIDs are typically provided by the cable and phone providers.
- b. Service feeds from the NID to the Distribution panel are to be made with two (2) Cat5e and two (2) RG6 cables. Service feeds will be made available to cable and telephone providers.

5. Distribution Points

- a. Minimum Distribution Points include all bedrooms, family room, living room, kitchen, dining room, computer alcove and other such rooms.
- b. All Distribution Points are to be terminated with a minimum of one (1) data and one (1) video outlet. Additional data and video are recommended in family rooms or entertainment centers.
- c. Attic (satellite pre-wire): Three RG6 cables. Terminate normally in Distribution Panel, do not terminate in attic. Install with an extra ten (10) feet of cable to allow for termination by satellite dish installer.

M. Solar Panels

A Solar Panel (or Solar Module) is a packaged interconnected assembly of solar cells, also known as photovoltaic ("PV") cells. The Solar Panel can be used as a component of a larger photovoltaic system to generate and supply electricity to individual residences on a Lot. To be approved as a Solar Panel, the installation must produce Alternating Current ("AC") for the use on a Lot or Single Family Residence ("Residence") on the Lot. All other solar energy devices are prohibited during the Development Period defined in the Declaration.

1. Mounting Location

Solar Panels may be mounted on roof surfaces with back lot and/or side lot exposure. Solar Panels may not be mounted on any pergola or outbuilding. In no case may any Solar Panel be mounted on any roof surface parallel to the front street (i.e. the street of address) of any Residence.

2. General Product Specification.

Solar Panels mounted on the roof of a Residence are to be black in color, with a low-profile mount allowing no more than four inches (4") between the roof shingles and the base of the Solar Panel. The ARC reserves the right to maintain a list of approved Solar Panels for roof installation. Typical installation shall be a single array on one roof surface. In cases where a residence may have limited southern exposure, two separate arrays may be employed.

3. Solar Shingles.

Solar Shingles are solar cells designed to look like conventional asphalt shingles. Solar Shingles are approvable for installation subject to the restrictions of use for Solar Panels. The ARC reserves the right to approve colors for Solar Shingles.

IV. Model Homes/Model Home Park

A. Model Home Layout

1. Modifications

Model home sale offices shall emulate the home to be sold as closely as possible. Before closing, all model modifications (including but not limited to front yard fencing, atrium doors in lieu of overhead garage doors, floodlights, etc.) must be removed and the home restored to a standard appearance.

2. Yard Lights

Yard lights are required to illuminate model homes from dusk to 10:00 p.m. Other types of illumination may be approved by the ARC.

3. Fencing

Front yard fencing shall be metal picket, maximum four (4) feet in height. Rear yard wood fencing is allowed. All fence designs must be submitted to the ARC.

4. Flag Poles

A maximum of one (1) flag pole per model home site, per builder will be allowed, displaying one (1) flag (U.S., Texas or builder flag). Building-mounted flagpoles are not permitted. Flagpoles shall be one piece construction of brushed anodized aluminum not to exceed 35 feet in height with proportionate diameter. Flag length should be one-fourth the height of the pole on which it is mounted. Flags and/or poles must be replaced when they become faded or worn.

B. Maintenance: Model Home Exteriors and Landscaping

1. Model Homes Exterior

Exterior of model homes should be kept in a new and fresh condition. Doors, siding, and trim are to be kept clean and painted when necessary. If, in the opinion of the ARC, areas of a model home require refurbishing, the ARC will give the respective home builder two weeks' notice in writing in which to correct the deficiencies.

2. Landscaping

Front and rear yards of all model homes shall be landscaped including fully sodded yards and foundation plant material. Front yard and street trees will be planted in accordance with previously promulgated rules of the ARC and these Builder Guidelines. A minimum of one (1) rear yard tree is required.

C. Model Home/Builder Signage

1. Model Home

One (1) yard sign per lot is allowed for the purpose of advertising a particular builder name or to advertise the property for sale or rent. No additional sign, advertisement, billboard, or advertising structure of any kind shall be displayed to public view on any lot.

2. Lot Signage

Builders will be allowed one (1) yard sign per builder, per Model Park. The sign may be a maximum of 32-sq. ft. in area. Base landscaping is required. The sign will be allowed for a period of time commensurate with the model homes sales program only. Model identification signs may not exceed three (3) square feet. In addition, one sign no larger than three (3) square feet may be used to indicate whether a model home is open/closed and the hours of operation only. This sign must be close to the front door.

3. Directional Signage

Builder may not place any directional signage on property belonging to FDC, Lakes of Savannah or Community signage, but shall rely on developer's unified signage program.

No additional signs, advertisements, billboards, or advertising structures of any kind shall be permitted. The ARC has the right to remove any sign, advertisement, billboard, or advertising structure which violates these restrictions. All model home signage packages must be submitted to the ARC for review and approval.

Lakes of Savannah

Architectural Control Guidelines
for New Residential Construction by Builders
(Builder Guidelines)

Addendum No. 1
Three Car Front-Load Garages

A. STATEMENT OF PURPOSE:

The purpose of this Addendum No. 1 to Builder Guidelines ("Addendum") is to supplement the *Lakes of Savannah Architectural Control Guidelines for New Residential Construction by Builders* ("Builder Guidelines") and provide direction to Builder for the planning, design and construction of homes with attached Three Car Front-Load Garages in Lakes of Savannah.

This Addendum is applicable only to the 65', 70' and 80' Lot programs in Lakes of Savannah. Three car front-load garages are not permitted on 50', 55' or 60' Lots.

The Addendum is not intended to replace any section of the Builder Guidelines except as specifically noted below. In the event of a conflict between this Addendum and the Builder Guidelines, this Addendum shall control.

B. DEFINITIONS:

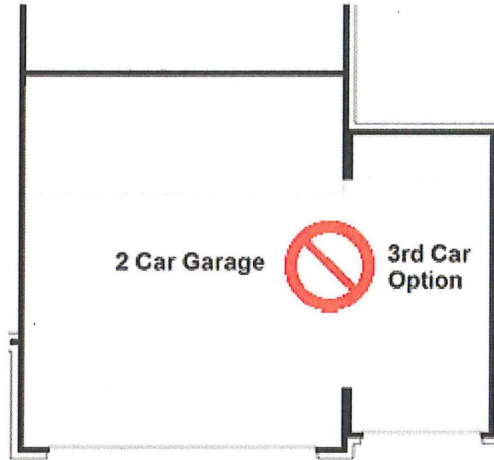
The following defined terms shall be used exclusively with reference to this Addendum. All other capitalized terms shall have the same meaning as in the Builder Guidelines, or as defined in Paragraph A., above.

1. "Three Car Front-Load Garage" or "Garage" shall mean and refer to a garage with three bays side-by-side that face toward the front of the home, with front-facing garage doors which provide for free and unencumbered access by owner's motor vehicles.
2. "Garage Bay" or "Bay" shall mean and refer to a standard 10' x 20' Garage Bay. Garage Bays may be wider or deeper based on the configuration of the residence. However, the Garage must retain the appearance of having three standard Garage Bays. For the purposes of this Addendum, reference is made to the "Main Bay" which is a double Bay with a double garage door and the "Third Car Bay" which is the single bay with a single garage door.
3. "Porte-Cochère" shall mean and refer to covered area of at least five (5) feet covering all three Garage Bays and integral to the architecture of the residence.

C. ARCHITECTURAL CONSIDERATIONS:

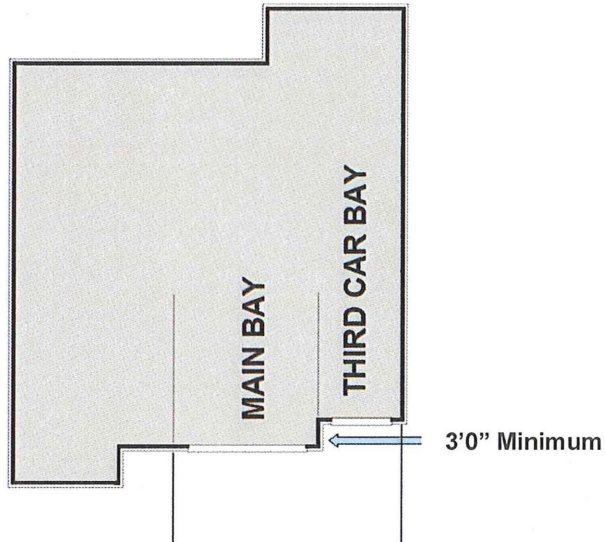
1. *Massing of Home/Scale/Proportions*

- a. Any Three Car Front-Load Garages shall be integral to the overall architecture of the home and appropriately designed for the lot size. Any "add-on" or "optional" garage on a smaller home plan is not approvable [Figure 1].



EXAMPLE OF PROHIBITED THREE CAR FRONT-LOAD GARAGE OPTION
Figure 1

- b. The Third Car Bay must be set back at least three (3) feet from the adjacent Main Bay. [Figure 2].



EXAMPLE OF ACCEPTABLE THREE CAR FRONT-LOAD GARAGE OPTION ILLUSTRATING
SETBACK OF THIRD CAR BAY FROM MAIN BAY
Figure 2

- c. For homes with a three car Porte-Cochère (which sets back all three Garage Bays), all Garage doors may be on the same plane [Photo 1].



THREE CAR FRONT-LOAD GARAGE WITH PORTE-COCHÈRE
Photo 1

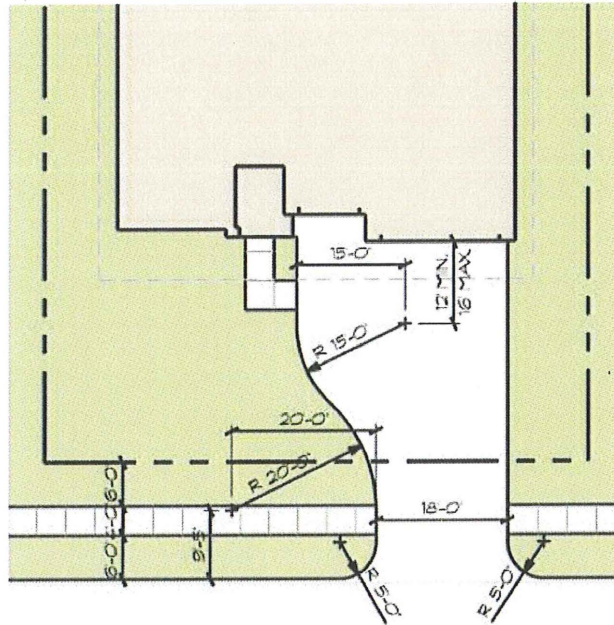
2. Garage Doors

- a. The use of three single garage doors is prohibited. Builder will be required to use one single garage door for the Third Car Bay and one double garage door for the Main Bay. The doors may be either seven (7) or eight (8) feet in height. Taller doors are subject to ARC review and approval.
- b. Color, trim and hardware for each garage door is to be identical.

3. Repetition

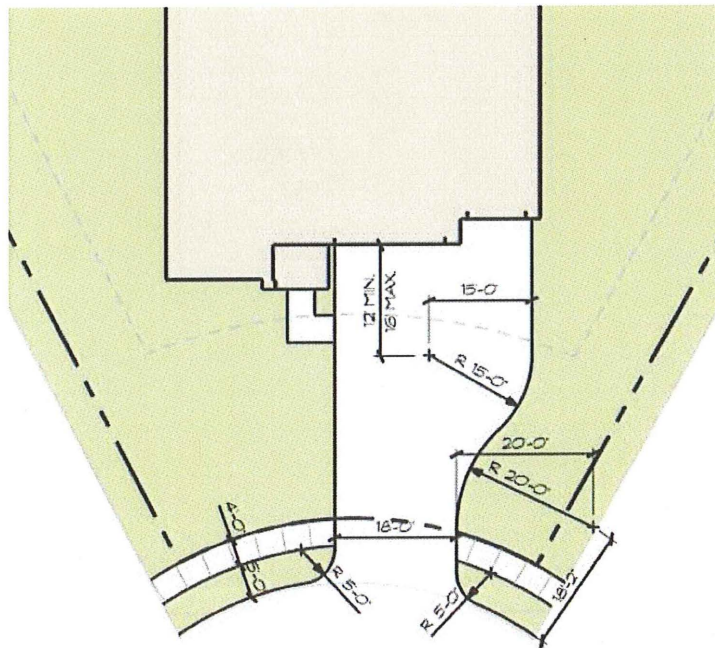
In addition to the limits of plan and floor elevation outlined in Section III, Paragraph B.2 of the Builder Guidelines, the use of Three Car Front-Load Garages is limited, as follows:

- a. No more than 25% of its homes in any given numbered subdivision section may have Three Car Front-Load Garages. This limitation applies per Builder and the entitlement may not be exchanged between Builders in the section.
- b. A home with a Three Car Front-Load Garage may only occur every third consecutive lot, meaning that two other homes with other driveway/garage configurations must occur between homes utilizing a Three Car Front-Load Garage.
- c. Notwithstanding the provisions of 3a. and 3b. above, FDC may specifically (by lot assignment) limit or specify locations of Three Car Front-Load Garages in any numbered subdivision section.
- d. If Builder is unable to maintain repetition with plans having a Three Car Front-Load Garages, the plan will have to be modified to eliminate the Third Car Bay [Photo 2].



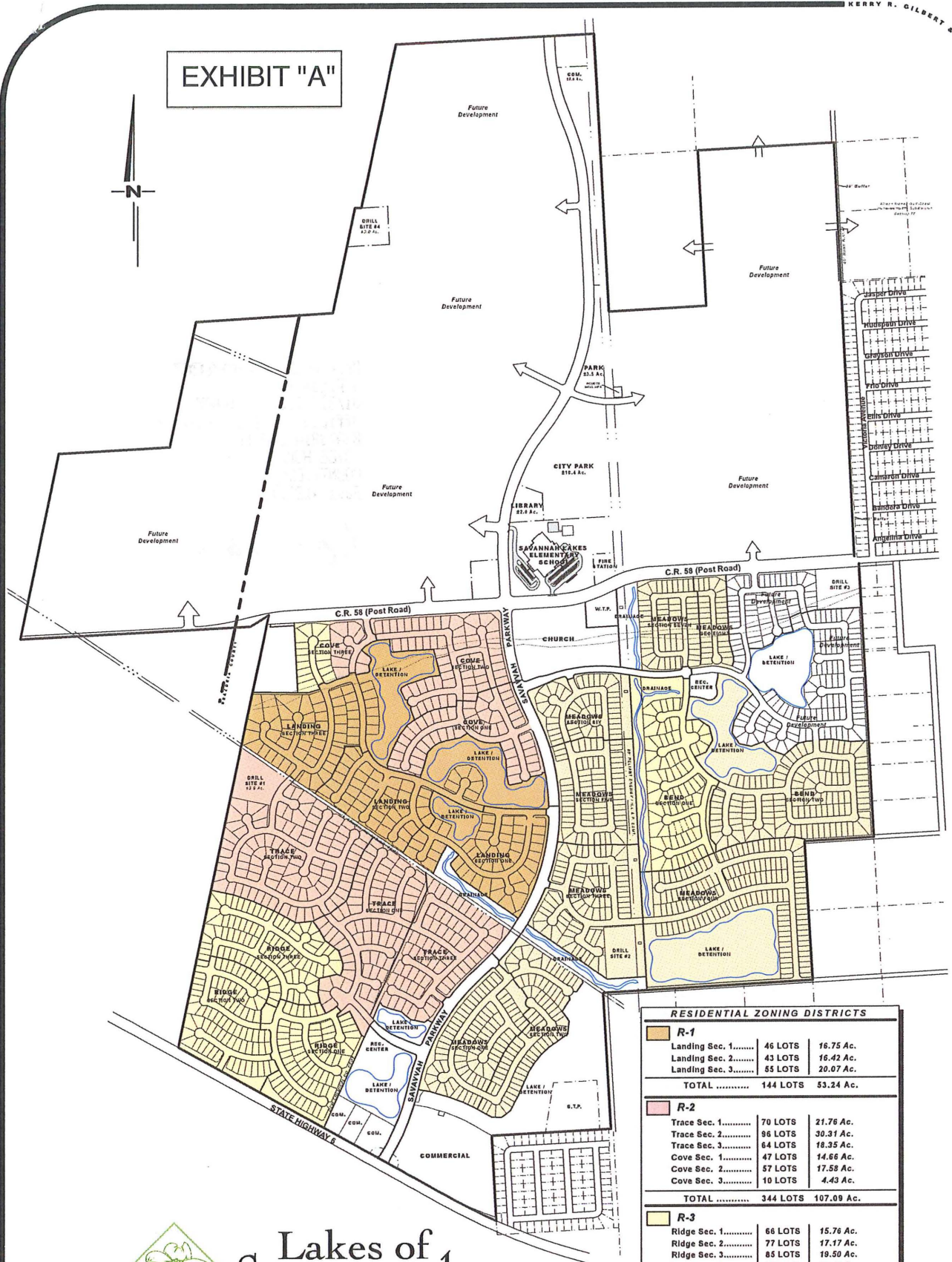
DRIVEWAY DIMENSIONS (THIRD CAR BAY ON INSIDE)
 Figure 3

- c. In the event a Three Car Front-Load Garage is on a Cul-de-Sac, the same dimensioning shall take place. However, depending on the lot, the right of way width and building setback, a 3 Car Front-Load Garage may not be feasible [Figure 4].



DRIVEWAY DIMENSIONS (CUL-DE-SAC LOT)
 Figure 4

EXHIBIT "A"



RESIDENTIAL ZONING DISTRICTS		
R-1		
Landing Sec. 1.....	46 LOTS	16.75 Ac.
Landing Sec. 2.....	43 LOTS	16.42 Ac.
Landing Sec. 3.....	55 LOTS	20.07 Ac.
TOTAL	144 LOTS	53.24 Ac.
R-2		
Trace Sec. 1.....	70 LOTS	21.76 Ac.
Trace Sec. 2.....	96 LOTS	30.31 Ac.
Trace Sec. 3.....	64 LOTS	18.35 Ac.
Cove Sec. 1.....	47 LOTS	14.66 Ac.
Cove Sec. 2.....	57 LOTS	17.58 Ac.
Cove Sec. 3.....	10 LOTS	4.43 Ac.
TOTAL	344 LOTS	107.09 Ac.
R-3		
Ridge Sec. 1.....	66 LOTS	15.76 Ac.
Ridge Sec. 2.....	77 LOTS	17.17 Ac.
Ridge Sec. 3.....	85 LOTS	19.50 Ac.
Bend Sec. 1.....	73 LOTS	20.19 Ac.
Cove Sec. 3.....	16 LOTS	4.43 Ac.
TOTAL	317 LOTS	77.05 Ac.
R-4		
Meadows Sec. 1.....	78 LOTS	15.70 Ac.
Meadows Sec. 2.....	72 LOTS	14.57 Ac.
Meadows Sec. 3.....	75 LOTS	17.52 Ac.
Meadows Sec. 4.....	135 LOTS	26.55 Ac.
Meadows Sec. 5.....	68 LOTS	13.72 Ac.
Meadows Sec. 6.....	46 LOTS	9.89 Ac.
Meadows Sec. 7.....	50 LOTS	10.53 Ac.
Meadows Sec. 8.....	28 LOTS	4.19 Ac.
Bend Sec. 2.....	119 LOTS	26.80 Ac.
TOTAL	671 LOTS	139.47 Ac.
TOTAL	1,476 LOTS	376.85 Ac.



Lakes of Savannah

a exhibit prepared for
FRIENDSWOOD DEVELOPMENT CO.

KERRY R. GILBERT & ASSOCIATES, INC. Land Planning Consultants
23501 Cinco Ranch Blvd.
Suite A-250
Katy, Texas 77494
(281) 578-0240
Fax (281) 578-8212

SCALE
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OCTOBER 13, 2011
KGA #4708

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LAKES OF SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.

RESIDENTIAL IMPROVEMENT GUIDELINES FOR HOMEOWNERS

WHEREAS, Savannah Development, Ltd, a Texas limited partnership ("Declarant") has set forth a Declaration for Covenants, Conditions and Restrictions ("the Declaration"), for Lakes of Savannah South Community Association, Inc. ("the Association"), and

WHEREAS the Declaration imposes beneficial restrictions on all properties within the jurisdiction of the Association or which have been added to the Association by annexation. The Declaration and annexations have been duly recorded in the Official Public Records of Real Property for Brazoria County, Texas, and

WHEREAS, a system of architectural control is created by the Declaration and is vested in the Lakes of Savannah South Architectural Review Committee (the "ARC") pursuant to Article VI, Section 1 of the Declaration, and said ARC has been appointed by Declarant in accordance with the provisions of Article VI, Section 1 for the purpose of reviewing all new construction any exterior addition or changes to existing lots or residences, and

WHEREAS, The ARC may from time to time recommend to the Board of Directors of the Association, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of Article VI of the Declaration, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications:

NOW THEREFORE, these Residential Improvement Guidelines For Homeowners are hereby set forth by the ARC and Board of Directors of the Association to outline design goals, design criteria and the design review process for exterior changes, additions, or improvement on any Properties that have been brought under the jurisdiction of the Association and such Properties that will be brought into the Association by pursuant to Article XI, Section 8 (b) of the Declaration.

A. DEFINITIONS:

Terms used in this document have the following meanings:

- "Application" Application for approval for exterior changes, additions, or improvements. Forms and names vary by Management Company.
- "Applicant" Owner or agent of Owner making application to the ARC for the purpose of making Improvements on a Lot.
- "Association" Lakes of Savannah South Community Association, Inc.
- "ARC" Architectural Review Committee appointed by the Board.
- "Board" Board of Directors of the Association.
- "The Community" Areas of Lakes of Savannah South that have been brought under the jurisdiction of the Association.

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“Declarant”	Savannah Development, Ltd., a Texas limited partnership.
“Declaration”	First Amended Declaration of Covenants, Conditions and Restrictions for Savannah Trace Section One recorded under Clerk’s File 2004026391 in the Official Records of Real Property in Brazoria County, Texas (“Official Records”), as amended.
“Improvement Guidelines” or “Guidelines”	These Residential Improvement Guidelines for Homeowners which set forth standards and procedures established by the ARC pertaining to Homeowner Improvements on any Lot within the Community.
“Improvements”	Exterior changes, additions, or improvement on a Lot or residence after initial construction of the homebuilder, pursuant to these Guidelines.
“Lot” or “Lots”	Platted property on any recorded subdivision map of the Community upon which there has been or may be constructed a single-family residence.
“Management Company”	Professional community management company in the employ of the Association.
“Owner” or “Homeowner”	Applicant applying for Homeowner Improvements subject to these Guidelines
“Supplementary Declarations”	Supplementary Declarations for that apply specifically other properties within Lakes of Savannah South that have been or will be annexed in to the Association and made subject to the Declaration.

B. PURPOSE OF IMPROVEMENT GUIDELINES:

These Guidelines are limited to the review and approval Homeowner Improvements on Lots in the Community. They do not address review and approval of any initial construction on Lots. Declarant has reserved and does reserve its exclusive right to approve all initial construction. Additionally, these Guidelines do not address any commercial properties within Lakes of Savannah South as such commercial ARC is also reserved by the Declarant.

These Guidelines are intended to provide all homeowners information about the type, color, quality and grade of material which may be used in construction of various kinds of Improvements; the size and location of such Improvements; and the procedure followed by the ARC for reviewing Applications for proposed Homeowner Improvements.

These Guidelines are intended to ensure consistency in decisions by the ARC and assist in expediting the decision process. The Guidelines are intended to augment and clarify the Declaration but not replace or override it. In cases where the Guidelines and the Declaration conflict, the Declaration shall govern. The Restrictions of Use in the Declaration may be revised only by a vote representing not less than two-thirds (2/3) of the votes in the Association.

These Guidelines may be amended by addition, deletion, or re-issuance at any time via recommendation by the ARC with approval from the Board.

C. PURPOSE OF COMMITTEE:

The purpose of the ARC is to review and evaluate Applications for Homeowner Improvements on Lots within the Community, in accordance with the Declaration and these Guidelines. The ARC also functions as a central architectural control for the Community, in order to enhance, insure and protect the attractiveness, beauty, and desirability of the community as a whole while, at the same time, permitting compatible distinctiveness of homes within the community. The ARC will also make recommendations to the Board regarding changes or clarifications to these Guidelines or the Declaration.

D. ARCHITECTURAL REVIEW PROCEDURES:

Plans and specifications for Improvements are to be approved in advance. No special consideration will be given in those instances when post-construction approval is requested.

1. General:

An item can come before the ARC as follows:

- a. A Property owner (or his/her representative) shall submit any Application for Improvement to the Management Company.
- b. An unapproved Improvement may come to the attention of the Board, ARC or the Management Company. The Management Company will send a letter to the Owner requesting an Application be submitted. If no Application is received within 30 days, the Management Company will report this to the Board, which will take appropriate action.
- c. If the unapproved Improvement appears to be a violation of the Declaration, the initial notification/ request to the Owner will be a registered letter.

2. Applications for Approval:

All Applications to make any Homeowner Improvements must be submitted to the Management Company in writing by completing the Application form(s) currently in use by the ARC, copies of which are attached herewith as Exhibits "A" and "B". The Management Company shall coordinate Application processing on behalf of the ARC.

Plans and specifications for any Improvement should be attached to the Application. For room additions, sunrooms, patio enclosures and patio covers, Applications must be accompanied by a detailed scale drawing or plans showing the three-dimensional relationship of the Improvement to the existing structure. Applications must also include a plot plan showing the location of the improvement in relation to all lot boundary lines, the residence, the easements, and the building setback lines. Applications must also include a detailed material list and include the name, address, and business phone number of the contractor or installer, if applicable. Applications may be rejected for failure to provide any of these required items. The ARC reserves the right to require certified architectural and/or engineering drawings. All Applications, additional information, or requests for appeal shall be mailed or delivered to the office of the Management Company, not to members of the Board or ARC.

The ARC reserves the right to request any additional information it deems necessary to properly evaluate any Application. In the event that the ARC requests additional information, the Application shall be considered incomplete until such information is submitted to the ARC and the sixty (60) day requirement for approval of the Application, as described in the Declaration, shall not begin until such information is received. In the event that the ARC requests additional information and the information is not received within forty-five (45) days from the date of the request, the Application shall be denied. However, the applicant may thereafter submit a new Application with the requested information to the ARC for its review.

3. ARC Decisions:

ARC committee members shall consider each Application for compliance with the Declaration and these Guidelines. The decision of a majority of members to approve or disapprove an Application shall be considered the decision of the ARC.

ARC decisions shall be conveyed in writing by the Management Company to the applicant and shall include a statement of the conditions under which the Application is approved, if any, or the primary reason(s) for disapproving the Application.

In accordance with the Declaration, any Application that is not approved or disapproved within sixty (60) days of the date of its receipt shall be deemed to have been automatically approved provided, however, that (i) any such approval shall extend only to these Guidelines and not to any of the Restrictions of Use set forth in the Declaration; and (ii) in no event shall non-action be deemed to constitute approval of an Application for any change, addition, improvement, or any other item that would violate the Declaration. Unless otherwise stated in the ARC's written response, all approved exterior changes, additions or improvements shall be completed within forty-five (45) days of the date construction, installation, or erection is commenced.

4. Board Appeals:

In the event the ARC disapproves an Application, the applicant may submit a written appeal to the Management Company for review by the Board. The Board shall review the appeal at its next meeting following the date upon which the request for appeal is received, and notify the applicant of the Board's decision. All decisions of the Board shall be final.

5. Status of Applications During Appeal:

During the appeal period, the decision of the ARC on the original Application shall remain in effect. Further, an appeal of a decision of the ARC shall not be considered a new Application resulting in approval of the original Application if a response to request for reconsideration is not submitted by the ARC or the Board within forty-five (45) days of the date of its receipt.

6. Permits:

- a. After ARC approval and before construction, Applicant must obtain the appropriate building permit for the Improvement on a Lot. ARC does not monitor the permit process nor does it guarantee that the permitting agencies will grant a permit for an Improvement that is approved by the ARC. Accordingly, all ARC approvals are contingent on permitting approval.
- b. Applicant is advised to obtain ARC approval before submitting for permit. The permitting agencies are separate from the ARC, and their approval does not equate to ARC approval.
- c. Windstorm Certification is typically required for all structures in Brazoria County.

E. ARCHITECTURAL CONTROLS AND RESTRICTIONS OF USE:

Architectural Controls are addressed in Article VI of the Declaration. Restrictions of Use are addressed in Article IX of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use, but may not override the Declaration. In cases where the Guidelines and the Declaration conflict, the Declaration shall govern.

1. General.

- a. Precedents: While the ARC will make every reasonable attempt to be fair and equitable, the ARC will not necessarily be bound by past decisions. The ARC reserves the right to disapprove Applications for Improvements that require a variance from the established Covenants if it believes that such changes are not in the best interest of the future of The Community, even if a precedent was set by an earlier decision of the ARC. From time to time, the ARC will make a decision that, in retrospect, is not in the best interests of the community. The ARC and the Board reserve the right to recognize such a situation and no longer permit its

use as a precedent. The same right applies if the ARC makes an error in allowing a change or addition to these Guidelines.

- b. Quality of Repairs and Improvements: Repairs and Improvements are required to be of equal or better quality than original construction. While there is no specific requirement for the Owner to apply to the ARC for such in-kind repairs, the quality of such work may come under the scope of the ARC's responsibilities if the repair is done in such a way as to detract from the appearance of the neighborhood.
- c. Easement Encroachments: It is not the responsibility of either the ARC or the Board to police encroachment into utility easement areas. If possible, the ARC will advise the Owner of a possible encroachment and recommend that the Owner seek approval or waiver from the appropriate utility company. However, the ARC will not be liable for any expense incurred by an Owner as a result of action by a utility company if such encroachment occurs, even if the ARC approved the change or addition without comment.

2. Building Materials

Restrictions of Use relative to Building Materials are covered in Article IX, Section 4 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.

- a. Brick, Stucco, Stone and Cultured Stone: Brick, stucco, stone and cultured stone are the preferred building materials for siding the main residence or additions. The thickness, visible width, spacing and mortar of the brick, stone or cultured stone must be consistent with that of the original exterior and surrounding community. Each Application submitted to the ARC shall include a sample of the proposed material.
- b. Exterior Siding: When exterior siding is to be added or replaced on any existing structure or new improvement on the Lot, it must be of the same type, quality, size, and color as the existing siding on the main residence (unless all exterior siding is being replaced at one time). Only fiber-cement (*JamesHardie Hardiplank*[®] or equivalent) shall be used as exterior siding, and must be approved by the ARC. The following additional guidelines apply to replacement or additional exterior siding:
 - (i) Minimum of a 20-year warranty from a reputable manufacturer (warranty information should be submitted with the application);
 - (ii) Thickness, visible width, and spacing of siding must be consistent with that of the original exterior siding; each application submitted to the ARC shall specify the thickness, width and spacing of the existing and proposed siding, and shall include a sample of the proposed siding material;
 - (iii) Color of all siding (including siding that is not painted) must comply with the Guidelines for Painting as set forth herein; each application must include at least two (2) color samples of the proposed siding color. Siding with impregnated permanent color (*JamesHardie ColorPlus*[®] or similar) must be approved for color in the same manner as paint samples.
 - (iv) Must be installed and maintained to avoid sagging, waving, warping or irregular coloration; the ARC may require the homeowner (at homeowner's sole responsibility and expense) to repair or replace siding that fails to adhere to these Guidelines.
 - (v) Siding shall be installed over a high density polyethylene moisture barrier (*DuPont Tyvek*[®] or equivalent) to match original construction.

3. Roofing Shingles:

Restrictions of Use relative to Roofing Materials are covered in Article IX, Section 23 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.

- a. All roofing materials must have a minimum 25-year warranty and be equal in appearance and quality to the existing roofing. A sample of the proposed shingle to be placed on any existing

roof, or any new improvement (Including outbuildings) must be attached to each application submitted to the ARC. Corrugated metal, corrugated aluminum, acrylics and such materials are not approvable for roofing.

- b. The ARC may maintain a chart depicting examples of the acceptable type, quality and color of roofing materials for homes and other Improvements within the Community. Each shingle shall be compared to the samples set forth on the roofing materials chart to assure that the proposed shingle is of an acceptable type and quality and that its color is harmonious with the color scheme established for the Community.
- c. The color of each roofing material must not only be an earthtone, but also an acceptable shade of an earthtone color.
- d. Underlayment material shall be minimum Type 30 felt for all composition roofs.
- e. Other shingle criteria are set forth pursuant the Board Resolution of Savannah South Community Association, Inc., attached herewith as Exhibit B.

4. Painting:

- a. Approval. No exterior surface of any house, garage, or other structure or Improvement on any Lot shall be painted or repainted without prior approval of the ARC. This applies to existing, as well as new construction, and whether the proposed colors are the same or different from the existing colors. Color samples or "paint chips" of the proposed exterior color(s) must be attached to each Application submitted to the ARC.
- b. Harmonious Colors. The proposed colors must be harmonious with each other and with the colors of exterior brick and roofing materials. The ARC may maintain a chart depicting examples of the acceptable shades of earthtone colors (i.e. shades of beige, brown, gray and white). The color samples or paint chips shall be compared to the colors and shades of colors set forth on the color chart to assure that each approved color is harmonious with the color scheme established for the community.
- c. Trim. Soffit, fascia board, window and door trim and rain gutters must also be an earthtone color; however, the shades of trim color may be deeper than the principal color of the dwelling or garage.
- d. Accents. Shutters, window hoods, the side panels of doors and windows and the exterior surfaces of doors may be painted any acceptable earthtone color, including trim colors and certain acceptable shades of dark green, black, blue-gray, rust or dark blue. Window hoods may also be painted in a coppertone metallic based paint. Only one accent color is permitted for any single residence. Exterior doors may be stained a natural wood color or may be painted to match the other accents, trim or main house color.

5. Decks and Patios.

- a. Decks are typically constructed from treated pine joists, beams and posts and decking planks of treated pine, cedar or synthetic wood material such as *Trex*®. The overall height of the deck, exclusive of railing, generally may not exceed two (2) feet in height. Where railing is installed it must meet local codes and may not be greater than forty-two inches (42") above the decking planks. Benches and tables may be incorporated into the deck itself. Patios may be constructed of slab-on-grade concrete, brick, stone, or other masonry material.
- b. While there is no maximum or minimum size for a deck or patio, no deck or patio shall impede drainage on the Lot or cause water to flow on an adjacent lot.

6. Patio Covers:

- a. The standard, type, quality and color of the materials used in the construction of a patio cover must be harmonious with the standard, type, quality and color of the materials used in the construction of the main residence; provided, however, that corrugated roofs for patio covers

and aluminum patio covers shall not be permitted under any circumstances. If siding is used on patio covers, it must be of the same type, quality, and color as the siding on the main residence. Roofing materials on patio covers shall conform to the provisions relating to roofing materials set forth in the Declaration and these Guidelines. Louvered or trellis-style patio cover roofs may be allowed as long as the quality of materials is approved. Pressure treated wood may be stained or painted provided the color shall conform to the provisions relating to painting set forth in these Guidelines. Any patio cover, which is not attached to the house, shall be subject to the Guidelines set forth for outbuildings and restricted to eight (8) feet.

- b. The location of a patio cover must not encroach on any utility or drainage easement, nor shall it violate the building setback lines applicable to the residential dwelling on any Lot. Patio covers must not interfere with drainage or cause water to flow onto any adjacent lot.
- c. All patio covers must be adequately supported and constructed of sturdy materials so that the patio cover has no visible sagging or warping. This also applies to any lattice attached to the sides of the structure.
- d. Patio covers which are attached to the house shall be securely attached at a height not less than seven (7) feet nor more than twelve (12) feet from the ground. Patio covers which are attached to a detached garage or breezeway must be securely attached at a height below the eaves of each structure at a height of not less than seven (7) feet nor more than nine (9) feet from the ground. The patio cover roof shall provide an attractive slope away from the house at an angle which does not exceed that of the roof on the house.
- e. The roof of all patio covers (other than arbor or trellis type) must be covered with shingles meeting the roofing Guidelines set forth herein. Where the patio cover is gabled, the roof pitch should match the roof pitch of the portion of the home where the cover is attached. If the patio cover is not gabled, it should have a 3:12 slope.

7. Patio Enclosures:

- a. A "patio enclosure" is any patio cover which has exterior walls and/or screens (other than "sunrooms" as defined elsewhere in these Guidelines).
- b. All structural components of patio enclosures, including roofing materials, shall be subject to the Guidelines set forth herein for "patio covers". This section describes additional requirements for walls, screens and frames used to enclose a covered patio or deck.
- c. The standard, type, quality and color of the materials used in the construction of a patio enclosure must be harmonious with the standard, type, quality and color of the materials used in the construction of the main residence. Exterior walls of a patio enclosure shall be constructed of brick or siding which is of the same type, quality, and color as those of the main residence on the Lot, and in accordance with Paragraph E.2 above. No visible part of the enclosure may be made of metal other than screens, frames, and storm doors. Patio enclosure screens must be the same color as existing window screens on the main dwelling and must have adequate cross-member support to avoid sagging. The exterior color of doors, sills, beams, frames, or other visible supports must match the exterior colors of the main dwelling or the color of existing window frames.

8. Sunrooms:

- a. A "sunroom" is any room with glass-enclosed walls or a glass ceiling. The ARC may reject any Application to construct a sunroom on a Lot on the basis of its overall design and conformity with existing structures regardless of whether or not the proposed sunroom complies with the technical specifications set forth below.
- b. Applications must be accompanied by a detailed scale drawing or blueprint showing the three dimensional relationship of the sunroom to the existing structure. Applications must also include a plot plan showing the location of the sunroom in relation to all lot boundary lines, the residence, the easements and the building setback lines. Applications must also include a

detailed material list and include the name, address, and business phone number of the contractor or installer. Applications may be rejected for failure to provide any of these required items.

- c. A sunroom may be added to the rear of the residence only. Applications for sunrooms on corner lots or lots where the rear of the house faces a street or other community property will be considered on a case-by-case basis.
- d. Supporting structural members must be of a color and shade similar to and harmonious with the exterior color of the residence. Glass must be tinted in a shade compatible with the exterior of the residence. No metallic or direct reflecting style shading/tinting of the glass will be permitted. Applicants may be required to submit actual samples of the glass with the proposed shading/tinting material applied for approval.
- e. The floor of the sunroom must be of reinforced concrete slab construction with 3" minimum thickness. No other flooring material will be permitted.
- f. Only safety glass will be permitted for the panes. No fiberglass, plexiglass, plastic, acrylic, mesh, or other materials will be allowed. Safety glass must be a minimum 3/16" thick if tempered glass or a minimum 1/4" thick if laminated glass. Maximum width of glass between support trusses will be 36" measured center-to-center.
- g. Support trusses (glazing bars) must be constructed of aluminum or aluminum alloys with electrostatically applied coloring/paint to a minimum withstand 100 M.P.H. wind and 25 lbs. per square foot or as dictated by Brazoria County and City of Pearland requirements. No natural aluminum oxidation coloring will be allowed. No wood, composite, steel, fiberglass, or plastic trusses will be allowed. Trusses must be of structural box or I-beam construction. Round, oval, or "T" shaped trusses will not be allowed.
- h. The roof of a sunroom must have a minimum pitch of 1" per 12" of projection. The sunroom may not project more than twenty (20) feet measured from the rear facing plane of the residence. The sunroom may not project beyond either side-facing plane of the residence. A sunroom may not encroach on any existing setbacks or easements.
- i. Sunrooms are only permitted as ground structures. The maximum height of the roof, measured from the concrete floor, may not exceed either twelve (12) feet or the height of the eaves of the wall that the sunroom projects from, whichever is lower.
- j. All electrical installation (lights, ceiling fans and electrical outlets and low voltage speakers and controllers) shall be in accordance with the applicable version of the National Electric Code. If ceiling lighting is installed, it must be downward-directed, focused, low-wattage track lighting.
- k. Sunrooms may not have turbine-type or forced fan roof ventilators installed. Only natural draft/convection flow panels that open may be installed. Panels that open may not exceed 36" x 36" in size and must be at least 36" in any direction away from adjoining opening panels.
- l. Sunrooms may not have exposed air conditioning or heating ductwork installed on the exterior thereof. Vents must be attached to the main residence. No ductwork shall be visible.
- m. Window-coverings are not required. However, only interior coverings will be permitted; there shall be no exterior covering of the sunroom glass allowed. The side of the window-covering facing the exterior must be of a neutral, earth-tone color, which must also blend with the exterior color of the home. If there is covering on any one window, then all windows must be covered with the same treatment. Color and material samples of coverings may be required to be submitted for approval, at the discretion of the ARC.

9. Gazebos:

- a. A "gazebo" is a free-standing, open-framed structure. Gazebos are typically circular or octagonal-shaped structures, but may be irregularly shaped. Pergolas, arbors and similar freestanding structures are considered gazebos for all purposes in these Guidelines. The application for construction of a gazebo must include a plot plan showing the location of the

structure in relation to the property lines, building lines, easements, existing structures and existing or proposed fences. The gazebo must be ten (10) feet from any other improvement in the back yard.

- b. Gazebos must be predominately open, but may have railing or half walls not to exceed forty two inches (42") in height. Any open columns must be painted or stained. If the gazebo is painted it shall match or compliment the structure of the home. The ceiling of the gazebo may be open to the rafters or closed-in and finished. All materials must be consistent in quality and appearance to the structure of the home.
- c. The overall size of the gazebo shall not exceed one-hundred (100) square feet. The maximum overall height (including the flooring or decking) is limited to twelve (12) feet when measured from natural ground.
- d. Flooring may be concrete slab-on-grade or raised decking of wood or synthetic wood material such as *Trex*®. Flooring may be painted or stained, or tiled. If raised decking is used, it may not exceed eighteen inches (18") in height.
- e. All gazebos must have a permanent roof, the quality and color of which shall match the home on the Lot. A double roof is permitted and encouraged.
- f. All pipes and cables must be underground. Any electrical installation (lights, ceiling fans and electrical outlets and low voltage speakers and controllers) shall be in accordance with the applicable version of the National Electric Code.
- g. Gazebos must be located in the rear or side yard and minimum of six (6) feet from any property lines. No gazebo shall be located on a utility easement, impede drainage on the Lot, or cause water to flow onto an adjacent Lot.

10. Swimming Pools and Spas:

- a. A swimming pool is an in-ground structure which may or may not include a spa, diving board, slide or water features. These Guidelines do not limit the size or layout of the pool. However, any above ground pool is prohibited and any such pool installation must be professionally designed and is subject to all permitting ordinances in the City of Pearland.
- b. The Application for the construction of a swimming pool or spa must include a plot plan showing the proposed location of the swimming pool or spa in relation to the property lines, building lines, easements, existing structures and existing or proposed fences. Any trees that are to be removed or relocated must be noted. The Application shall also include a timetable for the construction.
- c. The pool and pool decking may not extend past any platted building line. The minimum side lot setback criteria for the pool and pool decking shall be consistent with Article IX, Section 5 of the Declaration. Minimum back lot setbacks shall be governed by the width of any back lot easements.
- d. The pool and pool decking may not encroach on any back lot or side lot easement including, without limitation, any easements on the subdivision plat, any easements granted by separate easement, or easements granted by deed.
- e. Construction of the pool and decking may not change the lot drainage in such a way as to direct water on to any other residential lot or open space.
- f. No swimming pool or spa shall be approved unless the area in which the pool is to be located is enclosed by a barrier or fence that is compliant with City of Pearland, "*City Code Article 11½, Sec. 7-25 – Fence Requirements for Pools, Permit, Penalties.*"
- g. Swimming pools and spas must also have an adequate drainage system according to the requirements of any governmental agency having jurisdiction or, in the event there is no governmental agency having jurisdiction, as deemed appropriate of the ARC. Under no

circumstances shall water from a swimming pool or spa be permitted to drain onto the surface of the Lot on which the swimming pool or spa is situated or onto any adjacent lot.

- h. During construction, the pool area shall be enclosed with a temporary fence or barrier, unless a fence already exists. If a portion of an existing fence is removed during construction, a temporary fence or barrier must be erected to fully enclose the area in which construction is taking place. Further, no building materials shall be kept or stored in the street overnight. Excavated material shall either be used on site or removed from the premises and legally disposed off-site by the pool contractor. Homeowner is responsible to the Association on this matter.
- h. The pool mechanical equipment may be placed within the side yard setback, but must be located within the fenced area of the home. The pool equipment may not be placed in such a way as to impede the three (3) foot wide side yard drainage easement.

11. Outbuildings:

Restrictions of Use relative to Outbuildings are covered in Article IX, Section 12 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.

- a. Only one (1) outbuilding not exceeding one hundred (100) square feet and eight (8) feet in height shall be permitted on a Lot. The standard, type, quality and color of the materials used in the construction of the outbuilding shall be harmonious with those of the main residence.
- b. Building materials, including siding and roofing must be consistent with these Guidelines. Metal or vinyl buildings (except as noted below) are not approvable.
- c. Outbuildings must conform to the building front and side setback restrictions set forth in the Declaration. No outbuilding shall impede drainage from the Lot or cause water to flow onto an adjacent lot.
- d. The use of small, manufactured outbuildings of less than twenty (20) square feet and six (6) feet in height are approvable, provided they are not visible from any Public Exposure. Examples of such buildings are those manufactured by Rubbermaid®.

12. Landscaping:

Restrictions of Use relative to Tree and Soil Removal and Landscaping are covered in Article IX, Sections 22 & 24 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use. Additionally, the Supplementary Declarations for a subdivision section may contain specific landscape requirements that are applicable to certain homesites.

- a. Required Yard Trees. Yard Trees are required for the front yard of every Lot within the Community, and must match the Builder's original installation and be of an acceptable species. Replacement Trees must have a minimum two and one-half inch (2½") caliper width measured six inches (6") above the ground. Yard Trees may not be removed from the front yard locations. Dead or missing Yard Trees must be replaced in the designated front yard locations.
- b. Required Street Trees. Street Trees are required for every Lot within the Community, planted between the curb and sidewalk. Street Trees must container-grown Live Oaks measuring two (2) inches in caliper when measured twelve (12) inches above grade. Trees must have a minimum height of eight (8) feet and a minimum spread of five (5) feet. Dead or missing Street trees must be replaced in the designed front yard locations. No variance or exception will be made for this Guideline.
- c. Accent Trees. The supplemental planting of additional trees in the front and back yards is encouraged. The supplemental or "Accent Trees" can include a wide variety of trees including conifers, palms, or other hardwoods. Accent Trees must be common nursery stock with a minimum of ten (10) gallon container. While the location of the Accent Trees is not specified, they may not be planted in such a way as to impose on an adjacent residence. The planting of

- trees within the side setback is discouraged. Accent trees may not be used to replace the required yard Trees.
- d. Palm Trees. Palm trees are very common along the Texas gulf coast and a wide variety of indigenous and imported species are approvable for landscape in yards, subject to ARC approval. Queen Palms and Mexican Fan Palms are not approvable for front yards and are not recommended for back yards. Palm trees should be incorporated into landscaping as an accent to the overall landscape plan and should complement, rather than dominate the landscaping on the Lot. Palm trees must be kept trimmed and neat, and free from dead fronds and dried seed pods. Palm trees may not be used to replace the required Yard Trees or Street Trees.
 - e. Trash Trees. The planting and/or propagation of "trash trees" is discouraged. Trash trees are trees that are weak wooded, weak branched, disease and insect prone and/or messy. Common trash trees are the Chinese tallow, Mimosa, Blackjack Willow, Cottonwood and Hackberry.
 - f. Other Landscape Additions. The addition of shrubs, decorative grasses, ground cover and flowering plants is encouraged. In general, such plantings are acceptable without a formal review by the ARC. Exceptions are landscaping that is, or will, act as a non-compliant fence, items that obstruct access to a vital community service (such as a fire hydrant), items that obstruct visibility causing a hazard to vehicular or pedestrian traffic, items that create a hazardous condition or any item that generates a complaint from a resident of the community. These Guidelines apply both to items that create a non-acceptable condition upon installation and items that grow to become non-acceptable.
 - g. Irrigation Systems. Any irrigation system (sprinkler system) that is connected to a public or private potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality ("TCEQ"). Where required by local municipalities the design and installation of any irrigation system must be by licensed irrigator. Any installation must comply with Chapter 344 of the Texas Administrative Code. Irrigation systems must be placed entirely within the Lot and not encroach upon any community open area or neighboring Lot. Care must be taken to prevent overspray onto neighboring Lot. Location of any improvement within an easement or street right-of-way is at the owner's risk and subject to removal.
 - h. Hardscape and Edging. Landscape timbers or railroad ties are not permissible within the portion of the yard visible from any street. The use of rock, stone, colored concrete, *Windsor Stone*[®] or brick as edging or retaining walls for planting beds is permissible, however the location and color of the edging is subject to ARC approval. No edging or retaining walls may exceed eighteen inches (18") in height, unless in the case of replacing the retaining wall from the original construction.
 - i. Back Yard Landscaping. Back yard landscaping does not need to be submitted to the ARC for approval, provided each Homeowner follows the general guidelines set forth as follows. Decks, Patio Covers, Pools, Spas and other such back yard fixtures will still required ARC review and approval as provided elsewhere in this document.
 - (i) No plantings may intrude into neighboring yards. An example would be trees planted on the property line that overhang adjacent properties or the installation of a plant species that may spread onto neighboring yards.
 - (ii) The back yard may not be graded or planted such way as to impede drainage on the Lot or cause water to flow on an adjacent lot.
 - j. Mulching. Mulching of landscape beds and tree rings is required on an annual basis. Mulch must be pine bark mulch or hardwood mulch. Red mulch or other colored mulch should be avoided. Mulching is a maintenance item and does not require ARC approval.

13. Fencing:

Restrictions of Use relative to Fencing are covered in Article IX, Section 15 of the Declaration. . Additionally, the Supplementary Declarations for a subdivision section may contain specific landscape requirements that are applicable to certain Lots. The following Guidelines supplement and clarify the Restrictions of Use.

a. Location:

- (i) On interior lots, fences should be set back approximately fifteen (15) feet from the front of the home. Air condition units and public utility meters should be in front of the fence. In no case may a fence be constructed closer than five (5) feet from the front of the home.
- (ii) On corner lots, side yard fences must be set back from the side property line a minimum of one-half (½) of the side building line setback shown on the plat. The side lot fence should conceal any air conditioning units located on the side-street side of the lot. In no case may a fence be constructed closer than five (5) feet from the front of the home.

b. Materials.

Fencing may be either wood or steel ornamental (i.e. tubular steel or "wrought iron"), based on the original application. Notwithstanding, the breezeway fence of a detached garage may be either wood or tubular steel. Fences of wire or chain link are prohibited.

c. Wood Fence Construction.

- (i) Pickets must be cedar to match original construction. Pressure treated pine is not an acceptable material. All pickets must be 1" x 6" nominal. In cases where the original fence material is capped, any replacement fence must also be capped. Fence pickets shall be secured to the fence posts and rails with hot-dipped galvanized nails or other non-corrodible method.
- (ii) Structural materials (rails and posts) may be either cedar or pressure treated pine. Rot boards of cedar or pressure treated pine may be used provided the overall height of the fence matches original construction. Posts must be buried a minimum of two (2) feet in the ground with a minimum of five (5) feet exposure, plumbed vertical and anchored in a concrete pack.
- (iii) Wooden fences facing the front street, along any side street, rear street property line or greenbelt shall be constructed with all pickets on the outside so that no posts or rails are visible from the street.
- (iv) All other wooden fences must be constructed in the manner described above or must be constructed in panels (each of which is 6 to 8 feet in length) erected in a "good neighbor" fashion so that posts and rails are exposed only on alternate panels when viewed from either side of the fence.
- (v) The use of a "rot board" (typically a 1" x 6" pressure treated board) below the pickets is approved and encouraged.

d. Steel Ornamental Fence Construction:

- (i) Where steel ornamental fencing is part of the original construction for the home, any replacement fence must match the size, type, quality and location of the original construction.
- (ii) Where steel ornamental fencing is used to replace existing wood fencing of a detached garage, fencing may be of varying heights, colors and styles. Fencing must be durable, and pickets must at least one-half inch (½") in diameter and spaced no greater than four and one-half inches (4½") on center. Posts must be at least one and one-half inches (1½") square. Two or three rails are required.

e. Color:

- (i) Wood Fences: No portion of a wood fence on a lot which is visible from any street may be painted or stained. Portions of a fence which are not visible from any street may be stained in acceptable earthtone colors of brown, beige or gray. The ARC may maintain a chart depicting examples of earthtone colors and shades of earthtone colors for stains on wood fences. Each stain color sample submitted by a homeowner shall be compared to the colors and shades of colors set forth on the fence stain color chart to assure that each approved stain is harmonious with the color scheme established for the Community.
- (ii) Steel Ornamental Fences: Steel ornamental fences, with the exception of breezeway fences, must be painted flat black. Breezeway fences on detached garages may be flat black or an acceptable shade of earthtone, as described in the previous paragraph.

f. Height: Fences are generally limited to six (6) feet in height, unless special considerations warrant taller fences which must be approved by the ARC. The use of a rot board will increase the overall height of an approvable fence by approximately six inches (6").

g. Gates:

All gates shall be constructed with the same materials as the fence. The hinges and latches used on the gate should be of the same style and quality of those used throughout the Community. The ARC shall consider driveway gates on homes with detached garages on a case by case basis.

14. Exterior Lighting:

The addition of exterior lighting, including ground-level lighting, stand-alone lamp posts and lighting mounted on a home or approved structure must be compatible with the general tone and design of the neighborhood and be located inconspicuously. In all cases, lighting fixtures must adhere to the "eight (8) foot maximum height" rule. Residents are encouraged to consult with affected neighbors prior to installing or changing exterior lighting. Wattage of exterior light should be kept to a minimum because excessive wattage can create a nuisance to neighbors.

- a. Changes to Existing Lighting: Outside lighting which was installed at the time of original construction or which was installed after original construction with the approval of the ARC may be replaced with a new fixture provided that the wattage of the new fixture is comparable to the wattage of the existing fixture.
- b. Security Lighting: Security lighting shall be mounted behind the back plane of the home and below the eaves of the home. No pole mounted lights will be permitted. Mercury vapor/sodium vapor lights, which are considered incompatible with the neighborhood, are not permitted. Any security lighting must be shielded to cut-off light pollution from adjacent residences.
- c. Low Voltage Lighting: Low voltage Landscape lighting is permitted as long as the lighting fixtures are located in flower beds, shrubs, and similar landscaping. Tree mounted landscape lighting will be permitted as long as the fixture is not mounted higher than eight (8) feet above ground level. Flood lighting (except for seasonal decorations) is not allowed in landscape beds or trees.
- d. Post Lamps: No more than one (1) post lamp shall be permitted in any front yard, subject to ARC approval. The post lamp may be on a switch, timer or photocell and must be a minimum of five (5) feet behind the front property line. The lamps must have tops to prevent light pollution and must be dark bronze or black in color. The use of gas post lamps is permitted subject to these Guidelines.
- g. Annoyances: All new lighting which is approved by the ARC shall be subject to a 90 day trial period after installation to assure that the lighting is not objectionable to surrounding residents. The 90 day period will commence on the date of installation. If, at the end of the 90 day period, the ARC determines that the lighting is unreasonably offensive or an annoyance to surrounding neighbors, the lighting will be required to be modified or be removed in accordance with the ARC's decision.

15. Garages:

Restrictions of Use relative to Garages are covered in Article IX, Section 1 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.

- a. All residences in the Community must have attached or detached garages for not less than two nor more than three midsize vehicles.
- b. No alteration or modification of a garage shall be permitted that would preclude the parking of two vehicles within the garage. The conversion of a garage to a family room, or similar modification, is not permitted.
- c. Two car garages are to have two side-by-side doors or one double garage door. Three car garages may be detached, split hook, or front load. Front load three-car garages are to be constructed with one double door and one single door.

16. Driveways and sidewalks:

- a. Replacement driveways and sidewalks must be to the same quality, line, grade and location as the original driveway for the residence. Additional sidewalks are subject to ARC approval.
- b. Driveways and sidewalks may be paved with concrete or other masonry materials which relate to the architecture of the residence. The masonry material must be compatible, not only with the home, but with any other walkways or terraces on the Lot. Materials such as textured concrete, stamped concrete, colored concrete, interlocking pavers, brick border pavers, and cut stone shall be permitted with the ARC's approval.
- c. The maximum driveway width for homes with attached garages is eighteen feet (18') at the front property line. The maximum driveway width for homes with detached garages is twelve feet (12') at the front property line, extending to the building line. The ARC may consider driveway borders of patterned concrete or interlocking pavers on a case by case basis.

17. Basketball Goals & Hoops:

Restrictions of Use relative to basketball goals are detailed in Article IX, Section 13 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.

- a. Type and Quality: Basketball goals must be free-standing units mounted on a rigid steel or aluminum pole. Goals on the garage or home structure are not permitted. The backboard material must be fiberglass or safety glass. The color must be clear (safety glass), gray or white with the exception of the white, black, orange or red manufacturer's outline markings. The rim should be of heavy gauge steel and white, black or orange in color. The net must be maintained in good condition as determined by the ARC. The pole must have a manufacturer's weather resistant finish or be painted black or white.
- b. Location: Basketball goals must be installed in the front yard adjacent to the driveway behind the 25' front building line, or in rear (back) yards subject to setback and easement restrictions. Care should be taken to minimize any effect on neighboring properties.
- c. Restrictions: A pole-mounted goal may not be installed within ten (10) feet of an adjacent homeowner's amenities (air conditioning unit, shrubbery, gas meter, driveway, etc.) unless properly protected by fence or shrubbery. No pole-mounted goals will be allowed along the neighbor's adjoining side of a driveway if a neighbor's first story house window(s) are exposed. Goals installed near a lot boundary line must include with the Application a letter stating that the owner will remove the goal if requested by the Board.
- d. Revocation: The Board may revoke its approval and require removal of any basketball goal which it reasonably determines to be a nuisance to the neighbors. Applicant is encouraged to discuss the planned basketball goal with their neighbor.
- e. Portable Basketball Goals: The use of portable basketball goals is discouraged by the ARC for aesthetic and practical reasons. If used, portable basketball goals and must be stored out

of view from any street in the Community when not in use. Portable basketball goals are not approvable for permanent installation and any portable basketball goal left out over 48 hours will be considered a violation. Additionally, portable basketball goals may not be utilized within any common area or public right of way (including greenbelts, sidewalks, streets, or cul-de-sacs).

18. Play Structures:

Restrictions of Use relative to the height and size of children's play structures are detailed in Article IX, Section 13 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.

- a. For the purpose of these Guidelines, a children's play structure shall mean any type of play set, climbing structure, play fort, slide, or swing set and shall be restricted to the fenced portion of the Lot.
- b. The play structure shall not exceed twelve (12) feet in height and shall not be located closer than five (5) feet to any property line. No play structure shall be located on a utility easement, impede the drainage on the Lot, or cause water to flow to any adjacent lot.
- c. Multi-color tarps, windsocks, or streamers attached to the play structure are not allowed.

19. Antennae:

Restrictions of Use relative to Antennae are covered in Article IX, Section 16 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.

- a. Direct Broadcast Satellite (DBS) Dishes (e.g. "Direct TV," "Dish Network") for digital TV or satellite internet, are permissible for roof mount or direct mount on the side of homes within Lakes of Savannah South, subject to the following installation guidelines:
 - (i) Dishes cannot exceed forty inches (40") in diameter or width.
 - (ii) The location must be approved by the ARC. Preferable mounting locations are on the back of the home below the roof peak, so as to not be readily visible from the street.
 - (iii) The dish must be kept in good repair, and removed if no longer in use.
- b. Satellite dish antennas greater than forty inches (40") in diameter, as well as outside antenna for TV reception, amateur radio operation, microwave transmission or reception, and short/long wave transmission or reception are prohibited.

20. Signs:

Restrictions of Use on Signs, Advertisements and Billboards are detailed in Article IX, Section 21 of the Declaration. The following Guidelines supplement and/or provide variances the Restrictions of Use, as permitted under Article VI, Section 5 of the Declaration.

- a. Home Security Signs. No signs shall be permitted on any lot except for a limited number of small, inconspicuous, discretely placed signs for the purpose of warning of the presence of a home security system. Each sign shall be from a professional security company and should not exceed one (1) square foot in area. One (1) sign shall be allowed in the front yard and one (1) shall be allowed within the rear, fenced in portion of the lot. Each sign may be mounted on a stake or a wall of the house or garage. If stake mounted, the top of the sign shall not exceed two feet (2') from the ground level when installed and must be no further than three feet (3') away from the house or garage. Signs must be of an acceptable color which is harmonious with the surrounding structure and landscaping.
- b. Other Types:
 - (i) Open house. One (1) temporary open house sign is allowed in front of the residence on the day of open house only. Size: no more than six square feet (6') overall.

- (ii) School Organization. One (1) temporary school activity sign is allowed in the planting beds of a residence not farther than three feet (3') from the outside wall of the house, unless otherwise noted and approved by the ARC. Maximum Size Allowed: 42" in height and 18" in width.
- (iii) Yard of the Month. One (1) yard of the month sign supplied by the Association is allowed in the planting bed of the residence not farther than three feet (3') from outside wall of house.
- (iv) Election Signs. During political elections, one (1) temporary election for each candidate supported may be placed in the front yard of each residence no more than 45 days before the election and must be removed within 48 hours after the election.

21. Miscellaneous:

Restrictions of Use on Birdhouses, Flagpoles and Weathervanes are detailed in Article IX, Section 24 (e.) of the Declaration. The following Guidelines supplement and/or provide variances to the Restrictions of Use, as permitted under Article VI, Section 5 of the Declaration.

- a. Birdhouses. Birdhouses shall be permitted subject to the prior approval of the ARC. No birdhouse shall be situated higher than eight feet (8') above the ground and no more than two (2) birdhouses shall be permitted on a lot. The materials used in the construction of each birdhouse and the color of each birdhouse must be harmonious with the home and other improvements on the Lot. Any birdhouse must be within the fenced area of the Lot.
- b. Rain Gutters. Rain gutters may be plastic or aluminum items, and must be painted a color compatible with the home on which they are installed. Application should be made showing the extent of guttering and location of downspouts. Downspouts may not be directed toward any adjacent Lot or open space.
- c. Awnings.
Awnings visible from the front street or side street shall not be permitted. Awnings on the rear portion of a Lot must be approved by the ARC.
- d. Solar Screens.
 - (i) All solar screens must be approved by the ARC.
 - (ii) Solar screens are restricted to black, dark brown, or dark gray and must be constructed and installed to professional standards.
 - (iii) Solar screens may be permitted in the front of the home if they are constructed with grids that match the window-lites of the windows being covered, so as to not distract from the architectural harmony of the home. If solar screens are installed on the front of the home, all windows on the front must have solar screens.
- e. Emergency and Disaster Reaction: Disasters such as fire and weather may cause significant construction and repair activity to take place. Temporary repairs or structures (those that are present for no longer than 6 months during reconstruction) will be acceptable under such a condition. Reconstruction in the form that existed before the disaster will be acceptable without approval by the ARC.

Temporary protective action in the event of certain weather conditions, such as hurricane warnings, will not require approval of the ARC. All such installations must be completely removed and the property restored to its original condition within 15 days of the passing of the emergency. This rule specifically applies to, but is not limited to, the boarding of windows and doors during a hurricane threat.
- f. Burglar Bars. The use of burglar bars on the exterior of any window or doors is prohibited.
- g. Holiday Decorations: Holiday decorations are permitted and will not require approval. Decorations may be installed no sooner than 30 days prior to the holiday and must be removed

within 15 days after the holiday for which they are intended. The ARC reserves the right to require the removal of decorations that either generate complaints or are deemed offensive.

22. Board Policy Resolution:

Chapter 202 of The Texas Property Code was amended effective September 1, 2011. Pursuant to the amendments, the Association has filed a Board Policy Resolution ("Resolution") dated November 22, 2011 and recorded under Clerk's File No. 2011049479 in the Official Records of Real Property for Brazoria County. Such Resolution (attached herewith as Exhibit C) sets forth the following policies:

- a. Policy Regarding Solar Energy Devices.
- b. Policy Regarding Certain Roofing Materials.
- c. Policy Regarding Rain Barrels and Rainwater Harvesting Systems.
- d. Policy Regarding Display of Certain Religions Items.
- e. Policy Regarding Display of Flags.

These Improvement Guidelines are effective upon recordation in the Official Records, and supersede any Improvement Guidelines which may have previously been in effect for The Community.

Approved and adopted by the Board of Directors and Architectural Review Committee for Lakes of Savannah South Community Association, Inc. on December 23, 2011.

**LAKES OF SAVANNAH SOUTH
COMMUNITY ASSOCIATION, INC.**
a Texas non-profit corporation

By: Keith Schoonover
Keith Schoonover, President

THE STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 28, 2011, by Keith Schoonover, President of Lakes of Savannah South Community Association, Inc.

Monica D. Vega Duffield
Notary Public, State of Texas

↓
WHEN RECORDED, RETURN TO:
Friendswood Development Company
550 Greens Parkway, Suite 100
Houston, TX 77067
Attn: Monica Vega-Duffield

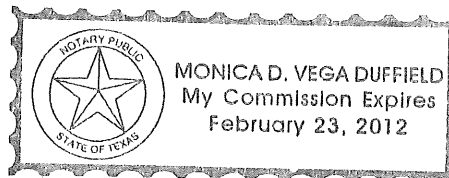


EXHIBIT "A"

LAKES OF SAVANNAH SOUTH CAI

REQUEST FOR HOME IMPROVEMENT APPROVAL

In an effort to provide and protect each individual Homeowner's rights and values, it is required that any Homeowner or group of owners considering improvements and/or changes to their home or property, submit a REQUEST FOR HOME IMPROVEMENT APPROVAL to the Architectural Review Committee for planned improvements and/or changes. **A \$25 administrative fee (made payable to AMI) is required and your application will not be processed until the check has been received.** If any change is made that has not been approved, the Association has the right to ask the Homeowner to remove the improvement(s) and/or change(s) from the property.

Please fill out this form in COMPLETE detail. DATE: _____

Name of Owner _____

Current Mailing Address: _____

Address Where Construction is to be performed: _____

Community Name: _____ Email: _____

Home Telephone: _____ Business Telephone: _____

=====
Type of improvement/change proposed: _____

I. Painting:
Color of Brick _____
Color to be used for: (include samples for each area)

Main portion of house _____
(Including Garage Doors)

Trim _____
(Soffit, Fascia Boards, Window Trim)

Accents _____
(Shutters, Window Hoods, Doors)

II. Basketball Goal:
Must submit:
1. Lot survey with location of the basketball goal indicated
2. Description
a. Color of net, pole/base and backboard

III. Structures:
IF YOU ARE BUILDING A STRUCTURE WITH WALLS AND A ROOF, YOU MUST INCLUDE AN ELEVATION DRAWING SHOWING THE DIMENSIONS OF THE STRUCTURE, ESPECIALLY THE HEIGHT.

Must submit:

1. Lot survey with the location of the structure indicated
2. Type of materials to be used
3. Dimensions of structure, i.e., height, width and length
4. Samples of roofing material and paint

IV. Other:

1. Include brochure/photos
2. Lot survey if being installed in your yard (sprinkler system/lighting)
3. Material sample

Please sign:

I understand that the Association's Architectural Review Committee will act on this request as quickly as possible and contact me regarding their decision. I agree not to begin property improvements/changes until the Architectural Review Committee notifies me of their approval.

I understand and agree that it is the duty of the Owner and any contractor or consultant employed by the Owner to determine that the proposed improvement is structurally, mechanically, and otherwise safe, and that it is designed and will be constructed in accordance with the Covenants and Restrictions applicable to the Lot. I agree that neither the Association, or any Director, Officer, Committee, Managing Agent, or member or employee thereof (the "Indemnified Parties"), shall be liable for damages or otherwise because of the approval or non-approval of this application or any facet thereof. I hereby release, indemnify and hold harmless the Indemnified Parties harmless from any claim, liability, damage, suit and attorney's fees arising out of any action or omission of any of the Indemnified Parties with regard to this application and in regard to the design plan review, construction or inspection of the proposed improvements, including any claims, liability, damages, suits and attorney's fees resulting from the negligent acts of one or more of the Indemnified Parties.

Signature of Homeowner

Proposed Construction Start Date

Proposed Completion Date

RETURN TO:
ASSOCIATION MANAGEMENT, INC.
5295 HOLLISTER ST.
HOUSTON, TEXAS 77040-6205

PLEASE NOTE: THE ARCHITECTURAL REVIEW COMMITTEE HAS THIRTY (30) DAYS FROM THE DATE THE APPLICATION IS RECEIVED TO REVIEW APPLICATIONS

EXHIBIT "B"

LAKES OF SAVANNAH SOUTH CAI ARCHITECTURAL APPROVAL SWIMMING POOL

Please complete and submit with Request for Home Improvement Approval form

DETAILS MUST BE SPECIFIED ON A SITE SURVEY AND ATTACHED TO THIS APPLICATION. THE SITE SURVEY MUST INDICATE THE LOCATION OF ALL EQUIPMENT, LOCATION OF THE SWIMMING POOL, LOCATION OF ALL DRAIN LINES, LOCATION OF SEWERS AND BACKWASH, AND THE AREA WHERE YOUR CONTRACTOR WILL ACCESS YOUR PROPERTY. **A \$1500.00 DEPOSIT IS REQUIRED AND YOUR APPLICATION WILL NOT BE PROCESSED UNTIL THE DEPOSIT IS RECEIVED.** THE *CHECK WILL BE DEPOSITED* PENDING INSPECTION OF THE SURROUNDING COMMON AREAS AFTER COMPLETION OF THE POOL. THE COST OF ANY DAMAGE TO THE COMMON AREAS OR PROPERTY OF OTHERS WILL BE DEDUCTED FROM THE DEPOSIT. CONSTRUCTION THAT IS NOT IN TANDEM WITH THE APPROVED PLAN MAY CAUSE FORFEITURE OF THE DEPOSIT.

- A. Name, phone number and address of pool contractor: _____

- B. Equipment Location (Pump, filter, etc.) _____
- C. Backwash to Sewer _____
- D. Easement Lines _____
- E. Will Any Trees be Removed? ____ Yes ____ No
- F. Existing 6' Fence with Self-Latching Gate? ____ Yes ____ No
- G. Material and Color of Deck _____
- H. Pool Drain – Recirculates Back to Pool? ____ Yes ____ No
- I. Area Drains to Street? ____ Yes ____ No (This will drain rainwater only.)
- J. Access (cannot be through or across common area and MUST be indicated on site plan) _____
- K. Distance from edge of pool to each lot line or easement _____
- L. Type of coping _____
- M. Type of Filter _____
- N. Fence Work to be Done _____
- O. All Equipment, Deck, Coping and Pool is Below 6' Fence That Surrounds Backyard.
Yes ____ No ____
- P. Height of Slide/Waterfountain/Waterfall/Sheer Decent: _____
- Q. Location of Backwash _____
- R. Location of Sewer _____

EXHIBIT "C"

Doc# 2011049479

BOARD POLICY RESOLUTION OF SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.

DATED: Nov. 22, 2011

WHEREAS, Savannah South Community Association, Inc., is a Texas Non-Profit Corporation governed by the Texas Property Code, and more specifically Chapter 202-211; and,

WHEREAS, Savannah South Community Association, Inc. is, as of the date of the ratification and filing of this document, still under the "Declarant Control" phase as described in the Association's governing documents. Thus, during the Declarant Control period, the Declarant board, in its sole discretion, retains all rights to approve or deny any item contained within this policy to the extent it does not conflict with applicable law;

WHEREAS, Savannah South Community Association, Inc., is given authority to appoint committees as deemed appropriate in carrying out the purposes of the Board of Directors, as authorized under Article V of the By-Laws for Savannah South Community Association, Inc.;

WHEREAS, Savannah South Community Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of Solar Energy Devices as authorized under Texas Property Code § 202, *et seq.* as well as by Article III, Section B of the By-Laws for Savannah South Community Association, Inc.;

WHEREAS, Savannah South Community Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Roofing Materials, as authorized under Texas Property Code § 202, *et seq.* as well as by Article III, Section B of the By-Laws for Savannah South Community Association, Inc.;

WHEREAS, Savannah South Community Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Rainwater Harvesting System(s), as authorized under Texas Property Code § 202, *et seq.* as well as by Article III, Section B of the By-Laws for Savannah South Community Association, Inc.;

WHEREAS, Savannah South Community Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Flags, as authorized under Texas Property Code § 202, *et seq.* as well as by Article III, Section B of the By-Laws for Savannah South Community Association, Inc.;

WHEREAS, Savannah South Community Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Religious Items, as authorized under Texas Property Code § 202, *et seq.* as well as by Article III, Section B of the By-Laws for Savannah South Community Association, Inc.;

Said Policy Regarding the aforementioned items and improvements stating as follows:

I. POLICY REGARDING SOLAR ENERGY DEVICES

1. A "Solar Energy Device" has the meaning assigned by Section 171.107 of the Texas Tax Code.
2. Subject to the restrictions below, a property owner within Savannah South Community Association, Inc. may, at their own cost, install, maintain and utilize one or more Solar Energy Device(s) for the purpose of providing heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy.
3. Restrictions on Installation, Maintenance and Use of Solar Energy Devices
 - a. No owner may install, maintain or use a Solar Energy Device that, as determined by a court of competent jurisdiction, threatens the public health or safety, or violates a law.
 - b. No owner may install a Solar Energy Device on the property owned or maintained by Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements.
 - c. No owner may install a Solar Energy Device on the property owned in common by the members of Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements.
 - d. A Solar Energy Device installed upon the owner's own property may only be installed:
 - i. On the roof of the owner's home; or
 - ii. In a fenced yard or patio owned and maintained by the property owner.
 - e. Roof-mounted Solar Energy Devices must not:
 - i. Extend higher than or beyond the roofline;
 - ii. Fail to conform to the slope of the roof;
 - iii. Include a top edge that is not parallel to the roofline;
 - iv. Include a frame, support bracket or visible piping or wiring in a color other than silver, bronze or black
 - f. Solar Energy Devices located in a fenced yard or patio owned or maintained by the property owner must not:

- i. Extend beyond or above the fence line;
- g. No Solar Energy Device, regardless of location or type, may void material warranties, as installed.
- h. Owner must submit an ARC application to Savannah South Community Association, Inc. prior to the installation, maintenance or use of any Solar Energy Device, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article VI of Declaration of Covenants, Conditions and Restrictions.
- i. Savannah South Community Association, Inc. retains the right to withhold approval of any Solar Energy Device if, in the written opinion of Savannah South Community Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether a proposed Solar Energy Device constitutes such a condition, save and except that the written approval of all homeowners adjacent to the proposed Device shall create a rebuttable presumption that such a condition does not exist.

II. POLICY REGARDING CERTAIN ROOFING MATERIALS

1. An Owner who has already sought and received ARC approval to install shingles on the roof of their home, pursuant to Article VI of Declaration of Covenants, Conditions and Restrictions, and who chooses to install specialized shingles designed primarily (1) to be wind resistant; (2) provide heating and cooling efficiencies greater than those provided by customary shingles; (3) provide solar generation capabilities, may install said specialty shingles, subject to the following restrictions:
 - a. The color and appearance of the shingles must be submitted to the ARC for approval, to ensure that said shingles resemble the shingles used or otherwise authorized by Savannah South Community Association, Inc. for use in the subdivision;
 - b. The shingles must be of equal or superior quality and durability to standard roofing shingles otherwise authorized by Savannah South Community Association, Inc. for use in the subdivision;
 - c. The shingles must, within the determination of Savannah South Community Association, Inc., match the aesthetics of properties adjacent to Owner's property;

- d. No owner may install specialized shingles on the property owned or maintained by Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements.
- e. No owner may install specialized shingles on the property owned in common by the members of Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements.
- f. Owner must submit an ARC application to Savannah South Community Association, Inc. prior to the installation, maintenance or use of any Specialized shingles, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article VI of Declaration of Covenants, Conditions and Restrictions.
- g. Savannah South Community Association, Inc. retains the right to withhold approval of any Specialized shingles if, in the written opinion of Savannah South Community Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether a proposed Specialized shingles constitutes such a condition.

III. POLICY REGARDING RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

- 1. An Owner who has already sought and received ARC approval to install a Rain Barrel or other approved Rainwater Harvesting System on their property, pursuant to Article VI of Declaration of Covenants, Conditions and Restrictions may install said Rain Barrel or other approved Rainwater Harvesting System, subject to the following restrictions:
 - a. No owner may install, maintain or use a Rain barrel or other approved rainwater harvesting system that, as determined by a court of competent jurisdiction, threatens the public health or safety, or violates a law.
 - b. No owner may install a Rain barrel or other approved rainwater harvesting system on the property owned or maintained by Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements.
 - c. No owner may install a Rain barrel or other approved rainwater harvesting system on the property owned in common by the members of Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements.

- d. A Rain barrel or other approved rainwater harvesting system may be installed in a fully-enclosed and fenced yard or patio owned and maintained by the property owner.
- e. Rain barrel or other approved rainwater harvesting systems located in a fenced yard or patio owned or maintained by the property owner must not:
 - i. Extend beyond or above the fence line;
 - ii. Be located between the front of the Owner's property and an adjoining or adjacent street;
- f. A Rain barrel or other approved rainwater harvesting system may only be installed at the side of a house, or in a location visible from a street, another lot or a common area subject to the following requirements:
 - i. Reasonably sufficient area on the owner's property exists in which to install the rain barrel or other approved rainwater harvesting device. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether reasonably sufficient area exists on the owner's property;
 - ii. Any rain barrel or other approved rainwater harvesting device must be of a color consistent with the color scheme of the property;
 - iii. No rain barrel or other approved rainwater harvesting device may display language or other content that is not typically displayed by such a device or system as it is manufactured;
- g. No Rain barrel or other approved rainwater harvesting system, regardless of location or type, may void material warranties, as installed.
- h. Owner must submit an ARC application to Savannah South Community Association, Inc. prior to the installation, maintenance or use of any Rain barrel or other approved rainwater harvesting system, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article VI of Declaration of Covenants, Conditions and Restrictions.
- i. Savannah South Community Association, Inc. retains the right to withhold approval of any Rain barrel or other approved rainwater harvesting system if, in the written opinion of Savannah South Community Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Savannah South Community Association, Inc. shall be the sole arbiter to

determine whether a proposed Rain barrel or other approved rainwater harvesting system constitutes such a condition.

IV. POLICY REGARDING DISPLAY OF CERTAIN RELIGIONS ITEMS

1. An Owner may display certain religions items on the entry to owner's property subject to the following restrictions:
 - a. Any religious item displayed must be motivated by the owner or resident's sincere religious belief;
 - b. No displayed religious item may:
 - i. Threaten the public health or safety in any manner whatsoever;
 - ii. Violate any Federal, state or local laws;
 - iii. Contain language, graphics, or depictions that are patently offensive to a passerby;
 - iv. Be displayed in any location other than the entry door or door frame of the property;
 - v. Extend past the outer edge of the door frame of the owner's or resident's dwelling;
 - vi. Exceed a total area of twenty-five (25) square inches.
 - c. Savannah South Community Association, Inc. reserves the right to remove any item so displayed that, in the judgment of Savannah South Community Association, Inc. violates one or more of the restrictions included herein. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether such a violation exists.

V. POLICY REGARDING DISPLAY OF FLAGS

1. An Owner may display certain (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official flag or replica flag of any branch of the United States armed forces on their property, subject to the following restrictions:

General Restrictions

- a. In addition to the requirements set forth herein below, display of the flag of the United States of America must conform with the requirements under the United States Code, Sections 5-10;

- b. In addition to the requirements set forth herein below, display of the flag of the State of Texas must conform with the requirements under the Texas Government Code Section 3100.
- c. Only one (1) freestanding flagpole or mounted flagpole bracket may be utilized by any owner or resident, per residence. No more than one (1) flag of the approved types delineated above may be displayed simultaneously.
- d. No flag may be displayed or maintained in any manner other than on a freestanding flagpole, or via a mounted flagpole bracket.
- e. All displayed flags, flagpoles and flagpole brackets must be maintained in good condition. In the event that any displayed flag, flagpole or flagpole bracket which is not, in the judgment of Savannah South Community Association, Inc. maintained in good condition, owner shall be responsible for repairing, replacing or removing said displayed flag, flagpole or flagpole bracket, upon written request of Savannah South Community Association, Inc. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether such a condition exists;
- f. No displayed flags shall exceed three (3) feet in height, and five (5) feet in length;
- g. No owner may install a Flag on the property owned or maintained by Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements, with the exception of a wholly enclosed, fenced yard or patio area.
- h. No owner may install a Flag on the property owned in common by the members of Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements, with the exception of a wholly enclosed, fenced yard or patio area.

Restrictions on Freestanding Flags

- a. No flagpole located in or on an owner's property may exceed twenty (20) feet in height;
- b. Any flagpole located in or on an owner's property must be constructed of a permanent, long-lasting material, with a finish appropriate to the material used in the construction of the flagpole, and harmonious with the dwelling;
- c. No flagpole located in or on an owner's property may be located outside the applicable building setback lines for that lot;

- d. If lights are used to illuminate the flag during evening hours, said lights must be directed in such a manner, and utilized at an intensity that does not substantially interfere with the use and enjoyment of other owners or residents by causing unreasonable discomfort or annoyance to other persons of ordinary sensibilities. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether such a condition exists.
- e. No flagpole halyard, flagpole snap-hooks or other fastening devices shall be allowed to generate noise of an intensity or frequency so as to substantially interfere with the use and enjoyment of other owners or residents by causing unreasonable discomfort or annoyance to other persons of ordinary sensibilities. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether such a condition exists.
- f. An owner or resident may be required to utilize flagpole snap-hook covers to eliminate flagpole noise at the request of Savannah South Community Association, Inc.

Restrictions on Flags Displayed in Flagpole Brackets

- a. No flagpole mounted in a flagpole bracket may exceed five (5) feet in length.
- b. If applicable, no flag displayed from a mounted flagpole bracket may extend beyond the airspace created by the boundaries of a fenced yard or patio area.
- c. No mounted flagpole bracket may be affixed to any portion of the general or limited common elements.

THEREFORE, BE IT RESOLVED THAT, Savannah South Community Association, Inc. adopts a uniform Policy to apply to all Unit Owners within Savannah South Community Association, Inc.;

BE IT FURTHER RESOLVED THAT, the Policy approved by this resolution touch and concern all Lots within Savannah South Community Association, Inc., and shall run with the land to all subsequent owners of said Lots;

The Board of Directors of Savannah South Community Association, Inc. Hereby memorializes in its minutes its formal resolution providing a uniform Policy for all Lots within Savannah South Community Association, Inc.

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 01/31/2012 11:46AM
 Official Public Records of
 BRAZORIA COUNTY
 JOYCE HUDMAN
 COUNTY CLERK
 Fees \$124.00

Joyce Hudman