

"There are Class A and Class B members, as hereinafter set forth. The period of Class B membership shall be declarant control period and a Development Period, as those terms are used in any relevant legislation."

3. ARTICLE IX is amended to add Section 26 to regulate the installation of solar panels on improvements to Lots, as follows. All other Solar Energy Devices are prohibited during the Development Period.

SECTION 26. 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. It is expressly recognized that the Solar Panels may generate excess electricity which may be sold by the Owner back to their electrical provider.

(a) **ARC Approval Required.** Any installation of Solar Panels is subject to ARC approval pursuant to Article VI, Section 1 of the Declaration. The ARC reserves the right to determine the size, shape, number color and location of any Solar Panels permitted to be installed on a Lot.

(b) **Mounting Location.** Solar Panels may be mounted on roof surfaces with back lot and/or side lot exposure, or behind the fenced area of a Residence below the fence line. 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.

(c) **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.

(d) **Obstructions to Sunlight.** Although an Owner's intent may be that Solar Panels shall be installed on Owner's Lot with unrestricted access to direct sunlight, Owner may only control those obstructions on Owner's Lot. Neither Owner, nor installer may enter onto adjacent common area or adjacent Lots to remove any actual or perceived obstructions to sunlight on those adjacent properties, nor may they demand that such obstructions be removed for their benefit. It is recognized by all parties that natural growth from trees planted on the Lot, on adjacent Lots, and on adjacent common areas may in time obstruct sunlight to the Solar Panel.

(e) **Maintenance.** Solar Panels shall be maintained to a standard equivalent to original construction. In the event the Solar Panels are no longer functioning, Owner or Occupant shall remove the Solar Panels and restore the roof of the residence to a "like new" condition.

(f) **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.

(g) **Owner's Liability.** Owner shall indemnify and hold harmless the Association, and the ARC, and the Declarant, and their respective officers, directors, members, agents and employees from any claims arising from or related to, in whole or in part, the installation, use or presence of Solar Panels or Solar Shingles on such Owner's Lot, whether installed by or at the request of such Owner or otherwise.

2. Except as amended herein, the provisions of the Declaration remain in full force and effect.

3. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to such term in the Declaration.

Executed on the date set forth below, to be effective upon recording in the Official Public Records of Real Property of Montgomery County, Texas.

Declarant

SAVANNAH DEVELOPMENT, Ltd., a Texas limited partnership

By: Lennar Texas Holding Company, its general partner

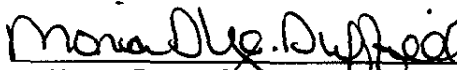
By: 
John W. Hammond, Vice President

STATE OF TEXAS

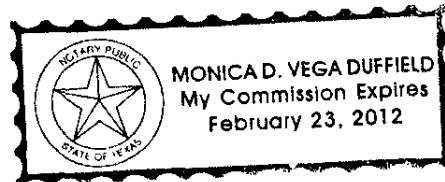
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COUNTY OF HARRIS

This instrument was acknowledged before me on this 27th day of January 2012 by John W. Hammond, Vice President of Lennar Texas Holding Company, a Texas corporation, on behalf of said corporation.


Notary Public, State of Texas

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



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Pages 3
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