

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COFFEE LAKE ESTATES

SECTION 1

WITNESSETH:

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against a portion of such property, known as COFFEE LAKE ESTATES, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded under Clerk's file number _____ of the Brazoria County, Texas, Plat Records and additional tracts of property attached hereto as Exhibit A (the "Property" as hereafter defined) in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of the lots in the Property;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon COFFEE LAKE ESTATES and declares the following reservations, easements restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and for the welfare and benefit of the Owners of the lots in the Property, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof for the welfare and protection of property values.

Now, also, Declarant hereby declares that all of the property in Coffee Lake Estates shall be administered and maintained by the COFFEE LAKE ESTATES Homeowners Association, Inc., incorporated by the Declarant, according to this Declaration and the "Bylaws" as established by Declarant and as amended by the Association.

ARTICLE I.

DEFINITIONS

Wherever used in this Declaration, the following words and/or phrases shall have the following meanings, unless the context clearly requires otherwise:

"Properties" shall mean and refer to COFFEE LAKE ESTATES, as more fully shown on the plat thereof recorded under Clerk's File Number _____ of the Brazoria County, Texas, Plat Records and any additional properties described in Exhibit A or made subject to the terms hereof pursuant to the annexation provisions set forth herein and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Property is hereinafter sometimes called COFFEE LAKE ESTATES, or the "Subdivision;"

"Lot" and/or "Lots" shall mean and refer to the Lots shown upon the recorded Subdivision plat which are restricted hereby to use for residential purposes, excluding specifically the Common Area or Reserves.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any lot or Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having any interest in the mineral estate;

"Subdivision Plat" shall mean and refer to the map or plat of COFFEE LAKE ESTATES, recorded under Clerk's File Number _____ of the Plat Records of Brazoria County, Texas.

" Association" shall mean and refer to COFFEE LAKE ESTATES Homeowners Association, Inc., a Texas Non-Profit Corporation, and its successors or assigns. Membership in the Association cannot be severed from the ownership of an individual Lot.

"Lake" shall mean and refer to all property--covered by water for a majority of the time--included in two or more Lots of property.

"Common Area" shall mean and refer to all property subject to easements and maintained by the Association for the common use and enjoyment of the owners. The common area to be maintained by the Association is described as follows: a non-exclusive easement of enjoyment to use the "lake" extending from the center of the lake to a line in the water 10 feet from the water's edge; a non-exclusive easement to maintain the "lake" extending from the center of the lake to a line on the ground 20 feet from the water's edge .

"Declarant" shall mean and refer to COFFEE LAKE ESTATES, INC., its successors and assigns.

ARTICLE II.

PROPERTY RIGHTS

Section I. Owner's Easement of Enjoyment: Upon acquisition of title to a Lot, each Purchaser will become a member of the Association and be entitled thereby to the non-exclusive use, liberty, privilege and easement, in common with other owners passing on, over and across the common areas for purposes of ingress, egress and regress, and of the non-serviceable use and enjoyment of the facilities located thereon subject to the Articles of Incorporation and Bylaws of the Association and subject to the provisions set out herein including:

(a) The right of the Association by and through the members entitled to use each particular Common Area to suspend the right of use of a particular Common Area and the voting rights of any Owner for periods during which assessments against his Lot remain unpaid and for a period not to exceed sixty (60) day for any infraction of its published rules and regulations.

(b) The right of the Association to dedicate or transfer all or any part of the roads to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by the members representing two-thirds (2/3rds) of the votes of the Association, entitled to use such road, agree and record such dedication or transfer in the Official Records of Brazoria County.

(c) The right of the law-enforcement, fire-protection, or any emergency vehicles to enter upon the Property in the performance of their duties. Furthermore, the right of the Association, its officers and agents to enter the Properties to render any service.

Section 2. Delegation of Use: Any Owner may delegate in accordance with the By Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Title to the Common Areas: Declarant shall dedicate and convey an easement to the Common Areas to the Association free and clear of all encumbrances and liens, except utility easements and other matters of record, prior to the date of the conveyance of the first Lot to an Owner.

Section 4. Encumbrances: Except to the Association's right to grant easements for utilities and similar or related purposes, and the vendor's lien in favor of Declarant, the Common Areas and facilities may not be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of all the owners and all holders of first mortgage liens on Lots.

Section 5. Owner's Right to Lease: There shall be the right to lease a Lot by any Owner; however, any lease shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation and By Laws, and that failure by lessee to comply with the terms of any of these documents shall be a default under the lease and all leases are to be in writing, with a copy to be provided to the Association.

Section 6. Judicial Partition: There shall be no judicial partition of the common area, nor shall Declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing containing herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

ARTICLE III.

COFFEE LAKE ESTATES HOMEOWNERS ASSOCIATION

Membership and Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be apurtenant to and may not be separated from ownership of any Lot or Lot which is subject to assessment. 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 for each Lot owned by an Owner.

The property Owner is required at all times to provide the Association with proper mailing information should it differ from the property address relative to ownership. Further, when an alternate address exists, Owner is required to render notice of tenant, if any, or agency, if any, involved in the management of said property. The Owner is required and obligated to maintain current information with the Association or its designated management Company at all times.

The Association shall have two classes of voting membership.

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

Class B. The Class B member(s) shall be the Declarant or its successors and assigns to whom the right of Class B membership is expressly assigned in writing (with a copy of the written instrument making such assignment being delivered to the Association). Class B members shall be entitled to three(3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership; or
- (b) January 1, 2010.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Declarant imposes on each Lot within the Property and hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(1) Yearly assessments or charges which shall be mandatory for the maintenance and repair of the Common Area and facilities; and

(2) Special assessments for capital improvements are to be established and collected as hereinafter provided;

the yearly and special assessments, together with interest at the maximum rate allowable by law, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a Vendor's lien which is hereby reserved in favor of the Association and its successors and assigns with the continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment: Yearly and special assessments are levied by the Association and shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement, beautification, maintenance, management and operation of any property located within the jurisdiction of the Association.

Section 3. Maximum Allowable Yearly Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum allowable yearly assessment shall be \$120.00 per lot.

(a) From and after January 1 of the year immediately following the sale of the first Lot to an Owner, the maximum allowable monthly assessment may be increased by the Association each year not more than six percent (6%) above the maximum allowable monthly assessment for the previous year without a vote of the membership subject to that assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum allowable yearly assessment may be increased above six per cent (6%) by an affirmative vote of two-thirds (2/3) of all members subject to that assessment.

(c) A majority vote of the members subject to assessment shall fix the yearly assessment at an amount not in excess of the maximum.

(d) Voting shall be in person or by proxy, at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment: Both yearly and special assessments must be fixed at a uniform rate for all Lots and must be collected on a regular basis.

Section 7. Commencement and Collection of Yearly Assessments: The yearly assessments provided for herein shall commence as to each Lot on the day of closing of each Lot to an Owner. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment against a specific Lot has been paid, and shall, within thirty (30) days after an assessment is due, shall cause to be recorded in the Official Records of Brazoria County, Texas, a list of delinquent assessments as of the date of recordation.

Section 8. Effect of Non-Payment of Assessment - Remedies of the Association: Effect of Nonpayment of Assessments. Any assessment, annual or special, or other charges assessed in accordance with descriptions herein, which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowable by law plus \$1.00 per day penalty fee. The Association may bring an action at law against the Owner personally obligated to pay the same, or effect foreclosure Judicially or non-judicially in the manner and after giving notice as described in Section 51.002 of the Texas Property Code as the same may be

amended from time to time, however, non-judicial foreclosure may not be taken against any interest held by the federal government. No Owner may waive or otherwise escape liability for any assessments Or other charges provided for herein by non-use of the Common Area, if any, or abandonment of his lot.

Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the subdivision hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed, in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and (3) other charges assessed against an Owner and his Lot as provided hereinafter in this Declaration, such assessments and charges to be established and collected as herein provided. The annual and special assessments, as well as the other charges described hereinafter in this Declaration, together with interest, collection costs and reasonable attorney's fees shall be a charge on the Lot and shall be secured by a continuing Vendor's lien upon the lot against which each such assessment is made. Each such assessment and other charges, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and the personal obligation for delinquent assessments shall not pass to subsequent Owners of the concerned Lot unless expressly assumed in writing.

Section 9. Subordination of the Lien to Mortgages: Subordination of the Lien to Mortgages. All regular and special maintenance charges or assessments and other charges, as herein provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and on improvements thereon, for the benefit of the Association. Subject to the conditions that the Association be made a party to any Court proceeding to enforce any superior lien, the lien hereby created shall be subordinate and inferior to:

A. All liens for taxes or special assessments levied by the City, County, and State government, or any political subdivision or special district thereof; and

B. All liens securing amounts due or to become due under any mortgage, vendor's lien, or deed of trust filed of record prior to the date payment of any such charges or assessments became due and payable; and

C. All liens, including, but not limited to, vendor's liens, deeds of trust and other security instruments which secure any loan made to an Owner for any part of the purchase price of any Lot or for any part of the cost of constructing, repairing, adding to, or remodeling the improvements and appurtenances situated on any Lot.

Any foreclosure of any such superior lien under the power of sale or any mortgage, deed of trust or other security instrument, or through Court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which became due and payable prior to the date of such foreclosure but no such foreclosure shall free any Lot from the lien securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which became due prior to such foreclosure be extinguished by any such foreclosure.

Each Owner, by his assertion or title or claim of membership or by his acceptance of a deed to a Lot, or deed in lieu, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association and in its officers and agents, the right, power, and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

Section 10. Effects of Foreclosure: Each holder of a first mortgage lien on a Lot who comes into possession of the Lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot.

ARTICLE V.

ARCHITECTURAL CONTROL AND PROTECTIVE COVENANTS

No building, fence, outbuilding, road, driveway, or other structure or any dirt work shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof 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 by the Architectural Committee as to compliance with these restrictions and as to harmony of external design and location in relation to surrounding structures and topography. Declarant shall designate and appoint an Architectural Committee consisting of not less than three (3) qualified persons, which Committee shall serve at the pleasure of the Declarant. The initial committee will consist of Melba Beken, Roy Beken and Darla Willy, and the address of such committee will be 17127 County Road # 39, Rosharon, Texas 77583. All construction, to be approved by the Architectural Committee, must meet the following conditions:

- a. All structures must be built of new material and erected on the premises or the old material must be approved by the Architectural Committee.
- b. No residence shall contain less than 1800 square feet of living area, exclusive of porches, breezeways, patios and garages. For purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the first foundation forms are set.
- c. No building shall exceed 35 feet in height from the ground.
- d. No residence may be occupied prior to completion. Any construction, once commenced, must be completed within twenty four (24) months.
- e. Before construction is begun on any Lot, a driveway must be constructed from the road to the construction site property in order that trucks or other vehicles will not rut or damage the ditch parallel to the road in front of the Lot. No driveway may be constructed across the road ditch along any Lot unless a sufficient opening is left under such driveway to permit proper drainage. The drain must be installed in such a manner that the bottom of the drain conforms with the grade of the bottom of the ditch, and is of a size and type recommended by the particular governmental authority having jurisdiction over such matters. The material for the driveway and the drain size must be approved by the Architectural Committee.
- f. The exterior wall construction of any residence shall consist of not less than 51% redwood, cedar, rough pine, stone, brick, cypress, or any other material acceptable to the Architectural Committee.
- g. All building must meet the specifications required under the Southern Standard Building Code.
- h. In the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Upon the lapse of ten (10) years from the date of this instrument or at such time as all Lots subject to the jurisdiction of the Association have houses thereon occupied as residences, then the Architectural Committee will resign and thereafter its duties shall be fulfilled and its powers exercised by the Association.
- i. All Dirt Work must either (a.) be submitted with plans and specifications drawn and supervised by a civil engineer or (b.) be of a size and scope that, at the sole discretion of the Architectural Committee, the dirt work may be approved on a daily basis by the Architectural Committee of its representative.

ARTICLE VI.

USE OF PROPERTY

The Properties (and each Lot situated therein) and the Common Properties shall be occupied and used as follows:

Section 1. Residential Purposes Only: Except as set out in Section 25. of this Article, each Lot or re-subdivided Lot shall be used exclusively as a residence for a single family and for no other purpose except that each family may also use the property for agricultural purposes and each single family may have a

business operated out of the house as long as every business and agricultural use is pre-approved by the Architectural Committee. No commercial activity shall be allowed upon any lot or Lot which may create environmental contamination which will be an annoyance or a nuisance to the neighborhood.

Section 2. Obstructions: There shall be no obstruction of the Common Area, nor shall anything be kept or stored in the Common Area, nor shall anything be altered, or constructed or planted in, or removed from the Common Area without the written consent of the Architectural Committee.

Section 3. Restricted Actions by Owners: No Owner shall permit anything to be done or kept on his Lot or in the common Areas which will result in the cancellation of or increase of any insurance carried by the Association, or which would be violation of any law. No waste shall be committed in the Common Areas.

Section 4. Signs: No sign of any kind shall be displayed to the public view on or from any part of the properties, without the prior written consent of the Architectural Committee, except signs temporarily used by Declarant in the development and sale of Lots. The Architectural Committee retains the right to enter any Lot and remove any sign placed on that Lot without its permission.

Section 5. Nuisances: Nothing shall be done in any part of the Properties nor shall any noxious or offensive activity be carried on, nor shall any outside lighting, motorcycles, loudspeakers or other light- or sound-producing devices be used which, in the judgment of the Architectural Committee, may be or become an unreasonable annoyance or nuisance to the other Owners.

Section 6. Damage to the Common Area: Each owner shall be personally liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the owner or his family, guests, or invitees to the extent that the damage shall not be covered by insurance.

Section 7. Rules of the Association: All Owners and occupants shall abide by the rules and regulations adopted by the membership entitled to vote thereon. All such rules and regulations shall be reduced to writing and be open to inspection by Owners and their authorized agents during reasonable business hours.

Section 8. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that (1.) dogs, cats or other household pets may be kept provided they are kenneled, housed, or fenced and not allowed to roam loose in the subdivision ;(2) one horse or one cow per acre will be permitted, provided they are stabled to the rear of the residence(whatever possible); and (3) 20 fowl as long as they are caged and not let to run free. All animals may be kept by the property owners if and only if the animals do not become an annoyance or nuisance to the neighbors or neighborhood. No pitbulls or crosses thereof shall be kept on the property. With prior approval of the Architectural Committee, other livestock, excluding hogs may be kept provided they are being raised pursuant to and as a part of a 4-H or FFA youth project, provided they do not become an annoyance or nuisance to the neighborhood. All animals must be stabled to the rear of the residence(whatever possible) and all buildings as well as the grounds where such animals are kept shall, at all times, be maintained in a neat, clean and orderly condition. All animals must be kept under fence at all times.

Section 9. Waste: No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Properties except in sanitary containers which shall be kept in a place not visible to the adjoining Lots or roads.

Section 10. Completion of Development: The completion of the work of developing all Lots included within the Properties and the sale, rental or other disposal of Lots is essential to the establishment and welfare of the properties as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from:

(a) Going on any part or parts of the Property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work:

(b) Constructing and maintaining on any part or parts of the property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work.

(c) Conducting on any part or parts of the property owned by or controlled by Declarant or Declarant's transferees or their representatives, the business or completing such work of establishing, the subdivision as a residential community, and of disposing of Lots by sale, lease or otherwise.

Section 11. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. Nothing contained herein shall prohibit drilling on lands adjacent to the subdivision and pooling of the minerals in and under the subdivision in any such well.

Section 12. Easements for the installation and maintenance of road, utilities and drainage facilities are reserved in the Official Records of Brazoria County. Declarant reserves the right to grant an easement to a specific utility company as long as such easement is contained within the confines of the utility easement reserved in the deed. Neither the Declarant, Association, Architectural Committee, nor any utility company, water district, political subdivision or other authorized entity using the easement herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees, flowers, or to other property of the owner situated within any such easement. The right of use for ingress and egress shall be had at all times over any easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

Section 13. Storing of Materials: No building material of any kind or character shall be placed or stored upon any Lot or Lots until the owner is ready to commence improvements, and then such material shall be placed within the building lines of the Lot upon which the improvements are to be erected, and shall not be placed in the street or between the street and the building line.

Section 14. Temporary Structures: No trailer or trailer built as a modular home, recreational vehicle, mobile home, basement, tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on any Lot or Lots at any time to be used as a temporary or permanent residence; except that, during construction of the primary residence, for a period not to exceed 24 months, a temporary structure may be placed on the property. Any other use other than those described herein shall be approved by Declarant. No residence of a temporary character shall be permitted on any permanent basis.

Section 15. Materials and Refuse on Adjoining Lots: No stumps, trees, underbrush, or any refuse of any kind nor scrap material from the improvements being erected on any Lot or Lots shall be placed on any adjoining Lots, street, Common Area, or easements. All such material, if not disposed of immediately, must remain on property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from property.

Section 16. No building of any kind shall be located on any Lot except in accordance with the following building line restrictions:

(1) No building shall be located nearer than 50 feet from the road right-of-way line on which the Lot adjoins.

(2) No building shall be located on any Lot nearer than 10 feet to any side Lot line or nearer than 20 feet to any rear Lot line or to the water line along the lake.

Section 17. Grass and weeds shall be kept mowed to less than ten (10) inches in height to prevent unsightly appearance. Dead or damaged trees shall be promptly removed or repaired. The Association may remove or cause to be removed such trees, or mow or cause to be mowed said grass or weeds if such is not done after the request of the Association, at the expense of the Owner, and the Association will not be liable for damages done in such removal.

Section 18. Re-subdivision of Lots: No Lots shall be re-subdivided before December 31, 2012.

Section 19. Garaging Vehicles: All vehicles, including but not limited to automobiles, recreational vehicles, trucks, boats, trailers, implements, tractors, mowers and golf carts must be kept under garage unless in use. The Association may enter the property and have any vehicles towed and stored which are in violation of this restriction.

Section 20. Piers or Bulkheads: A pier or bulkhead may be built along the water's edge so long as (1.) it doesn't extend for more than five (5) feet into the water from the bank at the water line, and (2.) the plans are approved by the Architectural Committee.

Section 21. Boats: Each owner of a Lot may keep one and only one boat on, in, or near the water so long as:

- (1) The boat is not longer than 14 feet;
- (2) The boat is not wider than 4 feet;
- (3) The boat is moored alongside a pier or bulkhead while it is kept in the water not in use;
- (4) There are no items stored in the boat when it is not in use;
- (5) Only electric motors, oars, or sails may be used to propel the boat.

The easement to enjoy the water by boating is strictly limited to owners remaining on the water and not walking or going on the bank except on their own property.

Section 22. Trees: Owners may not cut or remove trees unless the trees are dead or the owner receives prior approval from the Architectural Committee.

Section 23. Mail Boxes: The Architectural Committee is hereby given complete control as to the type, size, location, color, and height of all mail boxes to be used for delivery of the U. S. Mail.

Section 24. Visual Screening: All clothes lines, garbage cans, satellite dishes, sand piles, refuse containers, waterwell houses and outside air conditioning equipment must be screened by adequate planting or fencing so as to conceal them from view of neighboring Lots, roads, and public areas.

Section 25. Accessory Housing Unit: Notwithstanding the restriction set out in Section 1 of this Article, one Accessory Housing Unit, also known as a "granny flat" or "in-law apartment", shall be allowed to be created on each Lot or re-subdivided Lot in addition to the single family residence. The Accessory Housing Unit is an independent residential housing unit which may contain a living and/or bedroom area, bathroom and kitchen and shall be incidental and subordinate to the main single family residence. The Accessory Housing Unit must be attached to the main single family residence either directly or by means of a covered breezeway. The roof of the Accessory Housing Unit shall match the roof of the main building as closely as possible. The Accessory Housing Unit must be pre-approved by the Architectural Committee prior to construction of said structure.

ARTICLE VII.

WATER WELLS AND SEPTIC SYSTEMS

All water well, septic systems and underground sewage systems shall be constructed in accordance with the requirements, standards and recommendations of the Brazoria County Health Department, State Health Department of the State of Texas, and any other governmental authority having jurisdiction of such matters, whether same be city, county, state or other governmental authority. No septic drain field shall be constructed that will allow the discharge or drainage of any manner into adjoining Lots, roads, streets, ditches, water-ways, lakes or drainage easements existing now or in the future.

ARTICLE VIII.

OBJECTIONABLE, DETRIMENTAL or UNATTRACTIVE CONDITIONS

Owners, their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the property and all improvements at their own cost and expense in a sanitary, neat, healthful, attractive, and presentable condition. In the event that Owners should, in the opinion of the Architectural Committee, fail to maintain said property in a neat and attractive manner, Architectural Committee will notify Owners in writing of any objectionable, detrimental or unattractive conditions existing on said property and request Owners, or subsequent owners, to eliminate same. In the event such owner shall fail to

eliminate any objectionable, detrimental or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from Architectural Committee specifying such objectionable or detrimental condition then, in such event, Architectural Committee is authorized to eliminate such conditions and charge the cost of same to such property owner, and any such expense incurred by Architectural Committee in such event shall be added to, be a portion of, and secured in the same manner as the Maintenance Charge assessed against said property, as provided herein. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a property owner fail to do so, after being duly notified, the Association shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

Any building, other structure, or tree on any Lot that is destroyed partially or totally by fire, storm, or any other means shall be repaired or demolished within a reasonable period of time by the Lot Owner, and the land restored to an orderly and attractive condition.

ARTICLE IX.

GENERAL PROVISIONS

Section 1. Enforcement: The Declarant, Architectural Committee, Association, or any owner, shall have the right but not the obligation to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Architectural Committee, Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit instigated by the Declarant, Architectural Committee, or Association to enforce its rights hereunder, Owners sued shall pay reasonable attorney's fees should the court having jurisdiction of such suit grant all or any part of the relief requested.

Section 2. No Liability. Neither Declarant, Board of Directors of the Association, nor the respective agents, employees and architects of each, shall be liable to any Owner or any other party for any loss, claim or demand asserted on account of the administration of these restrictions or the performance of the duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to the intent of this Declaration. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing such plans, specifications or standards will, if followed, result in a properly designed residence structure. Such approvals and standards shall in no event be construed as representing or guaranteeing any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential Lot by the Owner in the subdivision shall be deemed a covenant and agreement on the part of the Owner, and the Owner's heirs, successors, and assigns, that Declarant and the board of Directors of the Association, as well as their agents, employees and architects, shall have no liability under this Declaration except for willful misdeeds.

Section 3. Variances: A variance to deviate from the prescribed provisions of this Declaration may be granted by Declarant or by the Architectural Committee-if it has jurisdiction-at its sole discretion. The Architectural Committee shall have jurisdiction in any case wherein the Architectural Committee has to approve any actions or plans. Deviations in Restrictions. The Declarant, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth herein in instances where, in its sole judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing. Any deviations granted must be in the spirit and intent of the welfare of the overall community.

Section 4. Severability: Invalidity of any one of these covenants or restrictions by judgment or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they

shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by seventy-five per cent (75) of the votes. Any amendment must be recorded in the Official Records of Brazoria County to be effective.

Section 6. Transfer of a Lot or Lot: Transfer of a Lot or Lot automatically transfers membership in the Association and all rights of the transferee with respect to the common areas and facilities to which ownership of such Lot relates.

Section 7. Lease Agreements: Any lease agreement between an owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation of the Association, and the by-laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Any lease given shall be in writing. Except for this section there shall be no restriction on the right of the owner to lease his unit.

Section 8. Notices: Any notice required to be given to any member or owner under the provisions of this Declaration shall, unless otherwise herein expressly provided, be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to a member and owner at his last known address as such appears on the records of the Association at the time of such mailing.

Section 9. Disputes: Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the by-laws, shall be determined by the Board of Directors, which determination shall be final and binding upon all Owners.

Section 10. Additions to Existing Property: Additional lands may become subject to the scheme of this Declaration in the following manner:

Future Sections: The Association shall use the proceeds of the assessments for the use and benefit of all residents of the property, provided however, that any additional property made a part of the property by annexation be entitled to the benefit or this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform per Lot/Lot basis equivalent to the maintenance charge and assessment imposed hereby, and further mode subject to the jurisdiction of the Association. Additional residential property and "Common Area" may be annexed to the Properties:

(a) With the consent of two-thirds (2/3) of Members, provided that the Federal Housing Administration or the Veterans Administration shall determine that the annexation is in accord with the general plan for the entire development heretofore approved by them, if required at that time: or

(b) Notwithstanding anything contained in (a) above additional land representing future sections or phases of Coffee Lake Estates may be annexed from time to time by the Declarant its successors or assigns, without the consent of other Owners, or their mortgages, within ten (10) years of the date of recording of this Declaration of Covenants, Conditions and Restrictions, provided that the Federal Housing Administration or the Veterans Administration shall determine that the annexation is in accord with the general plan for the entire development heretofore approved by them, if required at that time;

(c) The annexation or addition may be accomplished by the execution and filing for record by the owner of the property being added or annexed, and by the Federal Housing Administration (FHA) and/or the Veterans Administration ('VA') if FHA or VA approval is required pursuant heretof, of an instrument which may be called Supplemental Declaration which shall at least set out and provide in substance; the name of the Owner of the property being added or annexed who shall be called the Declarant; the perimeter description of the property being added or annexed; the description of the residential areas and of the Common Area of the property being added or annexed and the rights end easements of the Owner in and to the Common Area: that the property is being added or annexed in accordance with the provisions of this Declaration of Covenants, Conditions and Restrictions, and that the property being annexed shall be developed, held, used, sold and conveyed in accordance with and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions; that all of the provisions of this Declaration of Covenants, Conditions and Restrictions shall apply to the property being added or annexed with the same force and effect as if said property were originally included therein as part or the original development; that the property being added or annexed in submitted to the Jurisdiction or the Association with the same force and effect as if said property were originally included in this Declaration of Covenants, Conditions, and

Restrictions as part of the original development; and, such "Supplemental Declaration" may contain such other provisions which are not inconsistent with the provisions of this Declaration of Covenants, Conditions and Restrictions or the general scheme or plan of COFFEE LAKE ESTATES, as residential development. Nothing in this Declaration shall be construed to represent or imply that Declarant, its successors, or assigns are under any obligation to add or annex additional property to this residential development.

(d) At such time as the "Supplemental Declaration" is filed for record as herein provided, the annexation shall be deemed accomplished and the annexed area shall be a part of the properties and subject to each and all of the provisions of this Declaration of Covenants, Conditions, and Restrictions and to the jurisdiction of the Association in the same manner and with the same force and affect as if such annexed property had been originally included in this Declaration of Covenants, Conditions, and Restrictions as part of the original development.

(e) After additions or annexations are made to the development, all assessments collected by the association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common maintenance fund for the Properties.

Section 11. FHA/VA Approval. The following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration if there exists any FHA or VA loans secured by any Lot; dedication of Common Area, annexation of additional land into the Property, merger, and consolidation, mortgaging of Common Area or Common Facilities, if any, dedication of the Common Area, or any portion thereof and dissolution or amendment of this Declaration.

Section 12. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern and may be corrected or clarified by Declarant's preparation, execution and recording of a supplemental to the Declaration.

Section 13. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity of effect to any other word, clause, sentence or provision in this Declaration shall have been omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

IN WITNESS WHEREOF, *this Declaration is executed this* _____ *day of* _____, 2006.

COFFEE LAKE ESTATES, INC.

BY : _____

Title: _____

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

This instrument was acknowledged before me on _____, by _____
and _____ in behalf of Coffee Lake Estates, Inc.

Notary Public, State of Texas