DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FALLS AT IMPERIAL OAKS, SECTION EIGHT

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This Declaration made on the date hereinafter set forth by IMPERIAL OAKS DEVELOPMENT CORP., a Texas corporation, having its principal offices in Houston, Harris County, Texas, and being herein called "Declarant".

W I T N E S S E T H:

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against property owned by Declarant known as FALLS AT IMPERIAL OAKS, SECTION EIGHT, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheets 4676 through 4677 of the Map Records of Montgomery County, Texas, (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 (as such terms are hereafter defined) in the Property;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property, 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.

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:

1.1 "Architectural Control Committee" or "ACC" shall mean and refer to the FALLS AT IMPERIAL OAKS, SECTION EIGHT, Architectural Control Committee provided for in Article IV hereof.

1.2 "Association" shall mean and refer to the FALLS AT IMPERIAL OAKS HOMEOWNERS ASSOCIATION, INC., its successors and assigns, as provided for in Article V hereof.

1.3 "Common Area" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots and the public streets shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Area" shall mean and refer to Common Area as defined respectively in the Declaration and all Supplemental Declarations referred to hereinafter. Common Area also includes any pipeline easements, drainage easements, utility easements not within platted Lots, landscape reserves recreational reserves and all areas subject to private streets or access easements as shown on the Subdivision Plat.

1.4 "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Area, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners in the subdivision, constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of this Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following; structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; gates; common driveways; landscaping; lakes and other similar and appurtenant improvements. References herein to "the Common Facilities" or any "Common Facility" shall mean and refer to Common Facilities as defined respectively in the Declaration and all Supplemental Declarations.

1.5 "Declarant" shall mean and refer to IMPERIAL OAKS DEVELOPMENT CORP., a Texas corporation, and any successors and assign which (i) acquire more than one undeveloped Lot from the Declarant for the purpose of development and (ii) are designated as a Declarant by an instrument in writing executed by Declarant or a successor Declarant and filed of record in the Official Public Records of Real Property of Montgomery County, Texas.

1.6 "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.

1.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having any interest in the mineral estate. The term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure.

1.8 "Private Street Facilities" shall mean and refer to the private streets or access easements as shown on the Subdivision Plat, together with related facilities including, without limitation, street signs, access gate and related facilities, but specifically excluding any sidewalks.

1.9 "Property" and/or "Properties" shall mean and refer to FALLS AT IMPERIAL OAKS, SECTION EIGHT, more fully shown on the plat thereof recorded in Cabinet Z, Sheets

4676 through 4677 of the Map Records of Montgomery County, Texas, and any additional properties made subject to the terms hereof pursuant to the annexation provisions set forth herein.

1.10 "Subdivision Plat" shall mean and refer to the map or plat of FALLS AT IMPERIAL OAKS, SECTION EIGHT, recorded in Cabinet Z, Sheets 4676 through 4677 of the Map Records of Montgomery County, Texas.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.1 The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to in such contract, deed or conveyance.

2.2 Declarant reserves the easements and right-of-ways as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, water, cable or any other utility Declarant sees fit to install in, across and/or under the Properties.

2.3 Neither Declarant nor any utility company using the easements or rights-of-way as shown on the Subdivision Plat, or that may otherwise be granted or conveyed covering the Properties, or any portion thereof, shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by any such easements or rights-of-way, unless negligent.

2.4 It is expressly agreed and understood that the title to any Lot or parcel of land within the Properties conveyed by Declarant by contract, deed or other conveyance shall be subject to an easement for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or cable purposes and no deed or other conveyance of the Lot shall convey any interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said Property or other lands appurtenant thereto. The right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved to Declarant.

ARTICLE III

USE RESTRICTIONS

3.1 Land Use and Building Type. All Lots shall be known and described as Lots for single family residential purposes only (hereinafter sometimes referred to as "Residential Lots"),

and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height which must have a detached or attached garage capable of housing not less than two (2) or more than three (3) cars. As used herein, the term "single family residential purposes" shall be construed to prohibit the use of said Lots for mobile homes, duplex houses, garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

The following specific restrictions and requirements shall apply to all Lots in the Property.

A. Outbuilding: Provided the express written consent of the Architectural Control Committee is secured prior to installation and placement on a Lot, (i) one (1) lawn storage building limited in maximum height to ten (10) feet from ground to highest point of structure, such structure limited in size to a maximum of 120 square feet of floor area (ii) one (1) children's playhouse limited in maximum height to twelve (12) feet from ground to highest point of structure, such structure limited in size to a maximum of 120 square feet of floor area, and/or (iii) a pool house, gazebo or other structure may be placed on a Lot. The roof of any outbuilding shall be the same color as the roof of the house on the Lot on which it is located. The exterior wall area of any outbuilding shall be one hundred percent (100%) brick, or equivalent masonry construction, being the same material and the same color as the exterior of the house. In no case can the outbuilding be placed in a utility easement; within five feet of a side property line; or within ten feet of the back property line. Additionally, no outbuilding structure of any type is permitted unless the specific Lot involved is completely enclosed by fencing in accordance with Section 3.12. Otherwise, no building or structure of any kind (except for a house and garage) shall ever be moved onto or erected on any Lot. It is intended hereby that, unless otherwise specifically approved pursuant to Article IV hereof, only new construction shall be placed and erected on any Lot within the Property. No carports of any kind shall be built, placed, or constructed on any Lot. Notwithstanding the foregoing to the contrary, on Lots 5-13; on Block 1, there shall be no outbuildings except a children's playhouse or a gazebo.

B. Garages: No garage shall ever be changed, altered or otherwise converted for any purpose inconsistent with the housing of a minimum of two (2) automobiles at all times. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them. No detached garages may be located at the rear of the house on any of the following Lots shown on the Subdivision Plat: Lots 5-13, inclusive, of Block 1.

C. Exterior Walls: No residence or detached garage shall have less than one hundred percent (100%) brick, or equivalent masonry construction, on the exterior wall area of its first story or less than sixty percent (60%) brick or equivalent masonry construction, on the exterior wall of any upper story. The residence or detached garage on Lots 5-13, inclusive, of Block 1 (as shown on the Subdivision Plat) shall have one hundred percent (100%) brick, or equivalent masonry construction on the exterior wall area of all stories.

D. Roof Materials: Unless otherwise approved in accordance with the last sentence of this subsection (d) the roof of all buildings on the Property shall be constructed or covered with asphalt composition shingles or fiberglass composition shingles with a minimum manufacturer guarantee of thirty (30) years. The color of any composition shingles shall be of wood tone, earthtone or in harmony with earthtone and shall be subject to written approval by the Architectural Control Committee prior to installation. Any other type roofing material may be used only if approved in writing prior to installation by the Architectural Control Committee.

E. Air Conditioners: No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or on any Lot, except in temporary buildings and then only if approved in writing by the Architectural Control Committee prior to installation or placement. All air conditioner compressors must be screened from view from all streets by wooden fencing approved by the ACC.

3.2 Minimum Square Footage Within Improvements. Each dwelling constructed shall contain a minimum of three thousand eight hundred (3,800) square feet of livable area, exclusive of open porches and garages. The Architectural Control Committee shall have the right to adjust the square footage requirements set forth above.

3.3 Landscaping. The grass, shrubs and trees on a Lot shall be of a type and within standards approved by the Architectural Control Committee. The following landscape guidelines shall apply to each Lot; however, the Architectural Control Committee shall have the right to amend these guidelines from time to time and to grant waivers from the requirements of the landscape guidelines from time to time. The intent of these guidelines is to produce a refined and elegant landscape setting for the Property. The landscape plan for each Lot should provide the setting for the architecture and not compete with it for attention. The emphasis, again, is upon those areas in front of the Lot, visible from public areas in the community.

A. The front lawn of each completed residence shall be completely sodded with St. Augustine grass. Seeding, and/or sprigging is prohibited.

B. On non-corner Lots, the Owner will maintain a minimum of three (3) Yard Trees (as herein defined) on the Lot. On corner Lots, the Owner will maintain an evergreen hedge and four (4) ornamental trees of a type approved by the ACC on the side of the Lot, and three (3) Yard Trees on the front of the Lot; provided however, the Owner may plant fewer than the required number of Street Trees if the Architectural Control Committee agrees that a tree will obstruct visibility of a stop sign. As used herein, the term "Yard Tree" shall mean a tree located twenty five (25) feet from the street curb with a minimum of 3½" caliper when measured 6' above grade, a minimum tree height of 10' and a minimum branch spread of 60". Notwithstanding anything to the contrary herein, all existing trees on the Lots shall be credited to the minimum tree requirement.

C. Minimum planting bed width is five (5) feet from the house foundation mulched with shredded pine bark, or other natural mulch material approved by the ACC. Curvilinear planting beds are encouraged.

D. Shrubs are to be planted in a pleasing, organized design. (i) one 30-gallon large specimen plant; (ii) two 15-gallon large shrubs or ornamental trees; (iii) twenty 5-gallon medium sized shrubs; and (iv) thirty 1-gallon border plants. The number of plants utilized shall be appropriate for the size of the planting bed. There shall be a maximum number of seven (7) planting beds in any front yard.

E. Planting bed edging is not required, but is encouraged for maintenance purposes and to define the shape of planting beds. Loose brick, plastic, concrete scallop, corrugated aluminum, wire wicket, etc. are not in character with the desired landscape effect and are prohibited. Acceptable edging is ryerson steel, brick set in mortar, horizontal timbers (2" x 4"; 2" x 6"; 4" x 4"; and 4" x 6'), no landscape timbers, stone set in mortar laid horizontally and continuous and concrete bands.

F. The use of gravel or rock in the front yard planting beds is prohibited, except as a border set in and laid horizontally as quarried or utilized for drainage purposes.

G. After completion of such landscaping, the Owner of the Lot shall maintain the landscaping in a neat, living condition and shall regularly mow, prune, shape, fertilize, mulch, weed and water said landscaping and remove and replace any dead landscaping.

H. All "utility boxes" (cable and/or power above ground fixtures and appurtenances) shall be screened from view from all streets by landscaping, taking care not to block access to the utility boxes.

I. All air conditioning units not shielded from public view by a fence shall be shielded from view from all streets by landscaping approved by the Architectural Review Committee.

3.4 Location of the Improvements Upon the Lot. No building shall be located on any Lake Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the Subdivision Plat; however, in no instance shall a building be located nearer to the front property line than thirty (30) feet, unless approved in writing by the Architectural Control Committee. The main residential structure shall be located at least twenty (20) feet from the rear property line. Subject to the provisions of Section 3.4 below, no part of the house building or garage shall be located nearer than five (5) feet to an interior side Lot line or ten (10) feet to any exterior Lot line on a corner Lot. Notwithstanding any provision hereof to the contrary, no main residential structure constructed shall be allowed to encroach upon another Lot or to be situated closer than twenty (20) feet to a building or structure on any adjoining Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residential building shall face the front of the Lot. For the purpose hereof, the term "front Lot line" shall mean the property line of a Lot that is adjacent and contiguous to a street or road shown on the Subdivision Plat, or if two or more property lines are adjacent to a street, the "front Lot line" shall be the property line adjacent to a street that has the shortest dimension, and the term "street side Lot line" shall mean and refer to all property lines of any Lots that are adjacent to a street except the front Lot line, and the "interior side Lot line" shall mean and refer to all property lines other than the front Lot line and the street side Lot line. For the purposes of this covenant, eaves, steps, and unroofed terraces shall not be considered as part of a building provided, however, this shall not be construed to

permit any portion of the construction on a Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residential building shall face the front building line.

3.5 Composite Building Site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than one hundred (100) feet. If an Owner consolidates two or more adjoining Lots, each original Lot shall continue to be assessed for maintenance as provided in Article VII. If an Owner redivides a Lot, the resulting Lots shall be assessed for maintenance as provided in Article VII as if each resulting Lot were an original Lot.

3.6 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which is or may become an annoyance or a nuisance to the neighborhood. This restriction is not applicable in regard to the normal sales activities required to sell new homes in the subdivision and the lighting effects utilized to display the model homes.

3.7 Use of Temporary Structures. No structure of temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which are constructed with prior express written consent of the Architectural Control Committee; provided, however, Declarant reserves the right to grant the exclusive right to erect, place and maintain such facilities in or upon any portions of the Lots as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. A garage may be used as a sales office only during the Property's development phase or during new home construction, and shall be converted to a regular garage capable of housing a minimum of two (2) automobiles prior to conveyance for occupancy by an Owner.

3.8 Playhouses, Pools, or Other Amenity Structures. No above ground pools are permitted at all on any Lots. Playhouse or fort style structures are limited to a maximum overall height of twelve (12) feet and an above ground grade deck maximum height of sixty (60) inches. The intent of this provision is to offer optimum private enjoyment of adjacent properties. Additionally, playground equipment of any type or amenity structures of any type are permitted only when the specific Lot involved is completely enclosed by fences in accordance with Section 3.12.

3.9 Storage of Automobiles, Boats Trailers and Other Vehicles. No vehicle with or without motor may be parked or stored on any part of any Lot, easement, right-of-way, or Common Area unless such vehicle is concealed from public view inside a garage provided the doors may be closed and secured or other approved enclosure, except passenger automobiles, passenger vans or

pick-up trucks that: (1) are in operating condition; (2) have current license plates and inspection stickers; (3) are in daily use as motor vehicles on the streets and highways of the State of Texas; and (4) which do not exceed six feet six inches in height, or seven feet six inches in width or twenty-one feet in length, and may be parked in the driveway on such Lot. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any Lot, easement, right-of-way, or Common Area unless such object is concealed from public view inside a garage provided the doors may be closed and secured or other approved enclosure. All garage doors shall be kept completely closed at all times except when being used for entry into, or exit from, the garage. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the Properties. No motor bikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgment of the Board of Directors of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owner, his tenants, and their families. The Board of the Association may adopt rules for the regulation of the admission and parking of vehicles within the Common Areas, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. If a complaint is received about a violation of any part of this section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of subdivision facilities or of a house or houses in the immediate vicinity.

3.10 Mineral Operations. No derrick or other structures designed for the use in boring for oil or natural gas or their minerals shall be erected, maintained, or permitted upon any Lot, nor shall any tanks be permitted upon any Lot.

3.11 Animal Husbandry. No animals, snakes, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets may be kept provided they are not kept, bred or maintained for commercial purposes. No more than two common household pets will be permitted on each Lot. If common household pets are kept, such pets must be restrained and confined on the Owner's back Lot. It is the pet owner's responsibility to keep their Lot, other Lots, the Common Area and other portions of the Property clean and free of their pet's debris. Pets must be on a leash when away from the Lot.

3.12 Walls, Fences, and Hedges. No hedge in excess of three (3) feet in height, wall or fence shall be erected or maintained nearer to the front Lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than six (6) feet in height. All fences and walls shall be of cedar construction or better. No chain link fence type construction will be permitted on any Lot. Fences on corner lots cannot be built or maintained any closer to the Lot line than the applicable building setback lines shown on the Subdivision Plat. No wall or fence may be constructed without the approval of the Architectural Control Committee.

3.13 Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

3.14 Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, which materials and equipment shall be stored so as not to be visible from any street. Each Owner shall keep the lawn on such Owner's Lot fertilized, watered, weeded and otherwise in a living, attractive condition and appearance. Each Owner shall edge the grass adjacent to all sidewalks, driveways and streets on or adjacent to such Owner's Lot and shall keep all landscaping, shrubs and trees on such Owner's Lot on a neat, living, well maintained condition. The drying of clothes in public view is prohibited. The Owner or occupants of any Lot shall construct and maintain a fenced enclosure to screen drying clothes from public view. Similarly, all yard equipment (including water hoses), wood piles, or storage piles shall be kept screened by a fenced service yard or other similar facilities so as to conceal them from view of neighboring Lots, any street or other property. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garbage, trash or rubbish of any kind thereon be permitted. Burning of trash, garbage, leaves, grass or anything else will not be permitted. Trash, garbage or other waste materials shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids or as required by any applicable municipal ordinance. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, such default continuing after ten (10) days' written notice thereof, being placed in the U. S. mail without the requirement of certification, Declarant or its assigns may, without liability to the Owner or occupant, enter upon said Lot and 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 reasonably charge the Owner or occupant of such Lot for the cost of the work. Said charges shall become an assessment against the Lot as provided in Article VII. Minimum standards for lawns will be deemed violated if for any Lot the grass exceeds the height of six (6) inches or if the Directors or their agent determine the presence of excess weeds not consistent with the standard of surrounding properties. Further, Declarant or its assignee reserves the right to contract or arrange for regular garbage pick up service for the Lot Owners. The Owner or occupant, as the case may be, by the purchase or occupancy of a Lot, agrees to pay for such work or service immediately upon receipt of a statement, and the amount thereof may be added to the annual maintenance charge assessed against such Lot and become a charge thereon in the same manner as the regular annual maintenance charge provided for herein. Trash cans and/or bags may not be stored or placed in an area visible from a street except on days trash is scheduled to be removed.

3.15 Signs, Advertisements, Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot except (i) one sign of not more than five (5) square feet, advertising the property for sale or rent, (ii) signs used by a builder to advertise the property for sale during the construction and sales period and (iii) one sign advertising a political candidate or ballot item for an election (a "Political Sign"). Any Political Sign may only be

displayed on or after the 90th day before the election to which the sign relates and for 10 days after such election. All Political Signs must be ground-mounted, and may not:

(1) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;

(2) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;

(3) include the painting of architectural surfaces;

(4) threaten the public health or safety;

(5) be larger than four feet by six feet;

(6) violate a law;

(7) contain language, graphics, or any display that would be offensive to the ordinary person; or

(8) be accompanied by music or other sounds or by streamers or otherwise be distracting to motorists.

Declarant shall have the right to remove any nonconforming sign, advertisement or billboard or structure which is placed on a Lot and in so doing shall not be subject to any liability or damages for trespass, tort or otherwise in connection therewith arising from such removal. The right is reserved for builders, provided consent is obtained from the Declarant, which will not unreasonably be withheld, to construct and maintain signs, billboards, or advertising devices for the purpose of advertising for sale dwellings constructed by the builders and not previously sold by such builder.

3.16 Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any Lot, which are visible from any street, Common Area or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal is possible. The Board of Directors of the Association may require painting or screening of the receiving device, which painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes, which are larger than one (1) meter in diameter; (ii) broadcast antenna masts, which exceed the height of the center ridge of the roofline; or (iii) MMDS antenna masts, which exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed or maintained upon any Lot, which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time; this section shall be interpreted to be as restrictive as possible, while not violating the Act. The Board of Directors of the Association may promulgate architectural

guidelines, which further define, restrict or elaborate on the placement and screening of receiving devices and masts, provided such architectural guidelines are in compliance with the Act.

3.17 Noise. Except in an emergency or when unusual circumstances exist (as determined by the Board of Directors), outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m. Each Owner shall cause any pet owned by such Owner not to bark or make an unreasonable amount of noise prior to 7:00 a.m. or after 9:00 p.m. and shall cause such pet not to make excessively loud noises between 7:00 a.m. and 9:00 p.m. which would cause a nuisance to any other Owner.

3.18 Underground Electric Service. An underground electric distribution system will be installed in the subdivision, designated herein as underground residential subdivision, which underground service area embraces all the Lots which are platted in the subdivision at the execution of the agreement between CenterPoint Energy (or any other provider of electrical utilities ("Electric Company") and Declarant. The Owner of each Lot containing a single dwelling unit shall, at his 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 to be made available by the Electric Company at a point designated by the Electric Company at the property line of each Lot. The Electric Company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has, either by designation on the plat of the subdivision or by separate instrument, granted necessary easements to the Electric Company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to the various Owner's reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the Electric Company furnishing service) for the location and installation of the meter of such Electric Company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

3.19 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.

3.20 No Liability. Neither Declarant, the 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 residential 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.

3.21 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 supplement to the Declaration.

3.22 Flags and Flagpoles. Except as permitted herein, without the approval of the ACC an Owner may not install a flagpole or fly a flag or banner on such Owner's Lot. Without the approval of the ACC an Owner may display (i) a flag of the United States of America in accordance with U.S.C. Sections 5-10, (ii) a flag of the State of Texas in accordance with Chapter 3100, Texas Government Code, and (iii) an official or replica flag of any branch of the United States armed forces. Any of the flags described in the foregoing sentence are referred to herein as "Official Flags".

Official Flags may be displayed only in accordance with the following requirements:

(i) a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(ii) the display of a flag, or the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record;

(iii) a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed;

(iv) an Owner may only install or erect one flagpole per Lot and it may not exceed 20 feet in height;

(v) the size of a displayed flag must be approved by the ACC;

(vi) the size, location, and intensity of any lights used to illuminate a displayed flag must be approved by the ACC;

(vii) the ACC may adopt reasonable restrictions to abate noise caused by an external halyard of a flagpole; and

(viii) an Owner may not locate a displayed flag or flagpole on property that is:

(A) owned or maintained by the Association; or

(B) owned in common by the members of the Association.

3.23 Decorations. No Lot may contain any items intended to be decorative (except for (i) flags and banners as approved above or by the ACC, (ii) Religious Items approved below, and (iii) landscaping permitted by this Declaration) which are visible from any street, without the approval of the ACC. Items which are intended to be decorative shall include, but not be limited to, plastic birds or flamingos, artificial plants or flowers, fountains, windsocks, lawn jockeys, topiaries, more than six (6) plant containers and statuary.

Notwithstanding the foregoing to the contrary, an Owner may place decorations on their Lot in connection with the celebration of a holiday approved by the ACC provided such decorations are removed within thirty (30) days after the holiday and are set up no sooner than forty-five (45) days prior to the holiday.

3.24 Display of Religious Items. An Owner may display or affix on the entry to the Owner's dwelling one or more religious items "Religious Items" the display of which is motivated by the Owner's sincere religious belief. The display or affixing of a Religious Item on the entry to the Owner's dwelling shall not threaten the public health or safety, violate a law, contain language, graphics, or any display that is patently offensive to a passerby, be in a location other than the entry door or door frame or extend past the outer edge of the door frame of the Owner's dwelling, or individually or in combination with each other Religious Item displayed or affixed on the entry door or door frame have a total size of greater than 25 square inches. Except as otherwise provided by this Section, this Section does not authorize an Owner to use a material or color for an entry door or door frame of the Owner's dwelling or make an alteration to the entry door or door frame that is not authorized by this Declaration. The Association may remove an item displayed in violation of this Section.

3.25 Basketball Goals. Permanent basketball goals, backboards, rims, poles and related appurtenances shall only be installed with the prior written approval of the ACC. Permanent basketball goals shall be mounted on a metal pole not affixed to any house or structure. Portable basketball goals may only be placed on the exterior edge of the driveway in the grass between residences or on the driveway in front of the garage. Portable goals may not be weighted down with bags of dirt, rocks, bricks, or other material. Portable goals may not be placed in the street right-of-way, at the curb, at the end of the driveway, on the sidewalk or on Common Area. All basketball goals must be maintained at all times and must not be used in a manner so as to become a nuisance to other Owners.

3.26 Solar Services. Until the Transition Date, no "Solar Energy Device" (herein so called) as defined in Section 171.107 of the Texas Tax Code, may be installed on any Lot without the approval of the ACC. Thereafter, an Owner may install a Solar Energy Device on a Lot with the prior approval of the ACC, which will be granted unless the Solar Energy Device:

(1) as adjudicated by a court:

(A) threatens the public health or safety; or

(B) violates a law;

(2) is located on property owned or maintained by the Association;

(3) is located on property owned in common by the Members of the Association;

(4) is located in an area on the Owner's property other than:

(A) on the roof of the home or of another structure allowed under this Declaration; or

(B) in a fenced yard or patio owned and maintained by the Owner;

(5) if mounted on the roof of the home:

(A) extends higher than or beyond the roofline;

(B) is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the Association;

(C) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or

(D) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;

(6) if it is located in a fenced yard or patio, is taller than the fence line;

(7) as installed, voids material warranties;

(8) was installed without prior approval by the Association or by the ACC; or

(9) the ACC determines in writing that placement of the device as proposed by the 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. For purposes of making a determination under this subsection, the written approval of the proposed placement of the device by all Owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

3.28 Leases. No Owner shall lease less than all of such Owner's Lot and all improvements thereon. In addition, no Owner shall enter into a lease of such Owner's Lot and the improvements thereon for a term of less than thirty (30) days. The intent of the last sentence is to prohibit Owners from entering into short-term leases of less than thirty (30) days, and no Owner

shall violate such prohibition by circumventing the intent thereof by entering into longer term leases that permit termination after thirty (30) days or less.

ARTICLE IV

FALLS AT IMPERIAL OAKS, SECTION EIGHT, ARCHITECTURAL CONTROL COMMITTEE

4.1 Approval of Building Plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Falls at Imperial Oaks, Section Eight, Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to the commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents by the Architectural Control Committee, the plans and specifications shall be deemed disapproved. However, should an Owner move forward with any such construction, alterations or exterior changes without submitting a written application for architectural review as required herein, the Owner will be in violation of the restrictions and hereby acknowledges the obligation to remove such improvements, at the option of Declarant or the Association. The Architectural Control Committee is granted authority for up to one-hundred twenty (120) days to approve or deny any written application for architectural review after the fact of completion. In the event the completed improvements are not approved by the Architectural Control Committee on or before the expiration said one-hundred twenty (120) days, then such application shall be deemed denied. Notwithstanding the foregoing, the Association has the right to obtain a restraining order or pursue any other process within the law to terminate or halt construction progress which has not been approved by the Architectural Control Committee. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, in its sole and absolute discretion, and its judgment shall be final and conclusive. All reasonable enforcement costs and attorney's fees incurred by the Association in connection with the Association's exercise of the right to obtain restraining order and/or temporary or permanent injunctions under this Section 4.1 shall be recoverable against the Owner and/or occupant in violation of this Declaration and the provisions hereof. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the residence on a Lot to pay all such reasonable costs of enforcement and attorney's fees immediately upon receipt of a statement therefor. In the event of the failure to pay such statement, the amount thereof may be added to the annual maintenance charge assessed against such Lot and shall become a charge thereon which shall be collectible in the same manner as the regular annual maintenance charges provided for in Article VII. In connection with its review and approval of the plans and specifications and plot plan as provided in this Declaration, it is expressly provided that the Architectural Control Committee shall have the authority to grant variances to allow encroachments upon and across building setback lines established pursuant to Section 3.4 hereof, and to permit other deviations

from the specific requirements and limitations of this Declaration in those matters as to which the Architectural Control Committee is given approval authority. Any such variance or permission must be evidenced in writing signed by a majority of the Architectural Control Committee or by the Designated Representative thereof, and may be given or withheld in the sole and absolute discretion of the Architectural Control Committee or the Designated Representative, based on subjective or aesthetic reasons.

4.2 Architectural Control Committee. The Architectural Control Committee (hereafter referred to as "ACC") shall consist of two (2) members who shall be initially appointed by the Declarant. The initial members shall be James R. Holcomb and Brian Jarrard. In the event of the death, resignation or removal of any initial or subsequent member of the ACC, the remaining member or members, or the "Designated Representative" (herein so called) if there is no remaining member shall have the power to appoint successor member(s) to the ACC. Any member of the ACC may be removed with or without cause by the vote of a majority of the remaining members of the ACC, and in the event of a tie vote the Designated Representative may cast the deciding vote. The ACC may from time to time appoint a Designated Representative to act on its behalf. The initial Designated Representative of the ACC shall be James R. Holcomb. After such time as there has been built and constructed on each and every Lot in the subdivision a residential dwelling and related improvements, or at such earlier time as the ACC may elect, the duties and responsibilities of the Architectural Control Committee shall be assumed by, and its powers assigned to, the Board of Directors of Association (the "Transition Date"). At the time the ACC ceases to serve as the Architectural Control Committee (at the completion of the conditions set forth above or at such earlier time as the Architectural Control Committee may elect), it shall assign the rights and powers, duties and obligations of the Architectural Control Committee to the Board of Directors of the Association, such assignment to be evidenced by an instrument in writing, executed and acknowledged by the members of the ACC or its Designated Representative, and filed of record in the appropriate records of the County Clerk of Montgomery County, Texas. The address for submission of applications for architectural review may change from time to time.

4.3 Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve only as a minimum guideline and the ACC shall not be bound thereby or prohibited from imposing additional (even more stringent) requirements or adopting amendments to the Minimum Construction Standards to relax, reduce or otherwise modify such standards from time to time.

4.4 Remodeling, Renovation and Redecoration of Exterior Walls. No remodeling, renovation or redecoration of any exterior wall of any building on a Lot which in any manner changes the visual appearance of such exterior wall (including, but not limited to, changing the color, appearance, texture or reflective character of any exterior surface; the addition or alteration of shutters, awnings or other window coverings; or the addition of wall applications) shall be allowed until the plans and specifications describing the work to be performed have been approved in writing by the Architectural Control Committee as provided in Section 4.1 above. Such remodeling, renovation or redecoration shall, for the purpose hereof, be deemed to constitute an alteration of the building subject to the provisions of Section 4.1.

ARTICLE V

FALLS AT IMPERIAL OAKS HOMEOWNERS ASSOCIATION, INC.

5.1 Membership and Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. 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 a 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.

5.2 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 ten (10) 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;

B. January 1, 2025; or

C. Such earlier date as may be established by Declarant in a written instrument recorded in the Official Public Records of Real Property of Montgomery County, Texas.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, the Articles of Incorporation or the By-Laws of the Association or as herein provided, and both classes shall vote upon all matters as one group.

5.3 Non-Profit Corporation. The Association has been organized; and it shall be governed by the Articles of Incorporation and By-Laws of said Association. All duties, obligations, benefits, liens and rights hereunder in favor of the Association shall be vested in said corporation.

5.4 By-Laws. The Association may make and establish such rules or by-laws as it may choose to govern the organization and administration of the Association, provided, however, that such rules or by-laws are not in conflict with the terms and provisions hereof. The right and power to alter, amend or repeal the by-laws of the Association, or to adopt new by-laws is expressly reserved by and delegated by the members of the Association to the Board of Directors of the Association.

5.5 Inspection of Records. The members of the Association shall have the right to inspect the books and records for the Association at reasonable times during the normal business hours by appointment.

ARTICLE VI

PROPERTY RIGHTS

6.1 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and common facilities, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon Common Area.

B. The right of the Association to suspend the voting rights and right to use the recreation facility by an Owner; to suspend any other service provided by the Association for an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations, or breach of any provisions of the Declaration.

C. The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded in Official Public Records of Real Property of Montgomery County, Texas; provided, however, the Board of Directors by majority vote of the Board is authorized and empowered to cause the dedication and conveyance of utility easements and easements for similar purposes without submitting such matter to a vote of the members, and to authorize any officer of the Association to execute the documents required for such dedication or conveyance.

D. The right of the Association to collect and disburse those funds as set forth in Section 7.1.

6.2 Delegation of Use. Any Owner may delegate in accordance with the by-laws the Owner's right of enjoyment to the Common Area and facilities, if any, to the members of the Owner's family, tenants or contract purchasers who occupy the residential dwelling of the Owner's Lot.

ARTICLE VII

MAINTENANCE ASSESSMENTS

7.1 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 assessment or charges, and (2) special assessments for capital improvements, and (3) other charges assessed against an Owner and his Lot as provided in Sections 3.14, 4.1 and 8.2 of 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 in Sections 3.14, 4.1 and 8.2 of 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 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.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement, maintenance and management of any Common Area and Common Facilities of the Association (other than the Private Street Facilities) as well as any esplanades or landscaped areas within street right-of-way designated by Board of Directors of the Association as being appropriate for maintenance by the Association, and to enable the Association to fulfill its responsibilities. The responsibilities of the Association shall include, but not be limited to, the maintenance and repair of the Common Area and Common Facilities (other than the Private Street Facilities), if any; constructing and maintaining parkways, green belts, detention areas, right-of-ways, easements, esplanades, Common Areas, sidewalks, paths, and other public areas; construction and operation of all street lights; garbage collecting; insecticide services; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the collection and enforcement of all charges, assessments, covenants, restrictions, and conditions established under this Declaration; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employing policemen and watchmen, and/or security service, if desired; caring for vacant Lots and doing other things necessary or desirable in the opinion of the Board of Directors to keep the Lots neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots; and obtaining liability, workers compensation, property and director and officer liability insurance in amounts deemed proper by the Board of Directors of the Association. It is understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. All Lots in the Property shall commence to bear their applicable maintenance fund assessment simultaneously from the date of conveyance of the first Lot by Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Lots which are or at any time have been occupied by a resident, shall be subject to the annual assessment determined by the Board of Directors according to the provisions of Section 7.3. Lots which are not and have never been occupied by a resident, and which are owned by Declarant or the person who built (or causes

to be built the residential dwelling on the Lot), shall be subject to an annual assessment equal to one-half (1/2) of the annual assessment applicable to occupied Lots. The rate of assessment for any calendar year for any individual Lot, will change within that calendar year as the character of ownership and the status of occupancy changes, however, once any Lot has become subject to assessment at the full rate, it shall not thereafter revert to assessment at lower rate. The applicable assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the Lot during that calendar year.

7.3 Maximum Annual Assessment. The annual assessment for the calendar year 2017 shall be in the amount of $650.00. All Lots in the Property shall commence to bear their applicable maintenance fund assessment simultaneously from the date of conveyance of the first Lot by Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

A. The annual assessment for the calendar year 2018 shall be established by the Board of Directors of the Association (the "Board of Directors") at an amount which will not exceed **$750.00** per year. The annual assessment for the calendar year 2019 and subsequent years shall be established by the Board at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing pursuant to Section 5.1. Maintenance fees are due on January 1 of each year and considered delinquent if not received by January 31. If for any reason the Board of Directors fails to fix the annual assessment for any year by December 2 of the preceding year, it shall be deemed that the annual assessment for such year will be the same as that established for the preceding year, and such annual assessment shall continue unchanged from year to year until the Board of Directors establish a new annual assessment in accordance with the provisions hereof.

B. From and after January 1, 2019, the maximum annual assessment may be increased each year by a majority vote of the Board of Directors of the Association only to an amount which is not more than fifteen (15) percent above the assessment for the previous year.

C. From and after January 1, 2019, the maximum annual assessment may be increased by more than fifteen (15) percent of previous year's assessment only if the increase is approved by the affirmative vote of a majority of those members of each class who are voting, in person or by proxy, at a meeting duly called for the purpose of considering such increase. Subject to the provisions of Section 7.5, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election, or may be collected by door to door canvas. Upon levying of any increased assessment pursuant to the provisions of this Section 7.3, the Association shall cause to be recorded in the Official Public Records of Real Property of Montgomery County, Texas, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the

Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the quorum required, the number of votes represented, the number of each class voting "for" and "against" the levy, and the amount of the increased assessment which must be paid in order to avoid being delinquent.

7.4 Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to the current year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area (other than the Private Street Facilities), including fixtures and personal property related thereto, provided any such assessment shall have the approval of two-thirds (2/3) of the votes of those members of each class who are voting in person or by proxy at a meeting duly called for this purpose. Likewise, subject to the provisions of Section 7.5, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U. S. mail in envelopes specifically marked as containing ballots for the special election or may be collected by door to door canvas. Upon the levying of any special assessment pursuant to the provisions of this Section 7.4, the Association shall cause to be recorded in the real property records of the Montgomery County Clerk's Office, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the quorum required, the number of each class of votes represented, the number of each class voting "for" and "against" the levy, the amount of the special assessment authorized, and the date by which the special assessment must be paid in order to avoid being delinquent.

7.5 Notice and Quorum for any Action Authorized under Sections 7.3 and 7.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3 and 7.4 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If the vote of the members is conducted by mail or door to door canvas, the approval of two-thirds (2/3) of the total membership of each class is required.

7.6 Street and Lake Assessments.

A. For Maintenance of the Private Street and Lake Facilities. In addition to the assessments authorized above, the Board of Directors shall levy, in any assessment year, an assessment (the "Street and Lake Assessment") applicable to the current year only against the Lots for the purpose of defraying, in whole or in part, the cost of maintaining and repairing, and providing a reasonable reserve fund to replace, all Private Street Facilities and amenity lake facilities within the Subdivision. The Association shall have

the responsibility to maintain, repair and replace the Private Street Facilities and amenity lake facilities within the Subdivision as necessary, to keep said facilities in good repair and condition.

B. Maximum Annual Assessment. Until January 1, 2018, there shall be no Street and Lake Assessment.

(i) The Street and Lake Assessment for the calendar year 2018 shall be determined by the Board of Directors of the Association but shall not exceed $500.00. The annual assessment for the calendar year 2018 and subsequent years shall be established by the Board of Directors of the Association (the "Board of Directors") at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual Street and Lake Assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing pursuant to Section 5.1. Street and Lake Assessments are due on January 1 of each year and considered delinquent if not received by January 31. If for any reason the Board of Directors falls to fix the annual Street and Lake Assessment for any year by December 2 of the preceding year, it shall be deemed that the annual Street and Lake Assessment for such year will be the same as that established for the preceding year, and such annual Street and Lake Assessment shall continue unchanged from year to year until the Board of Directors establish a new annual Street and Lake Assessment in accordance with the provisions hereof.

(ii) From and after January 1, 2019, the maximum annual Street and Lake Assessment may be increased each year by a majority vote of the Board of Directors of the Association only to an amount which is not more than ten (10) percent above the assessment for the previous year.

(iii) From and after January 1, 2019, the maximum annual Street and Lake Assessment may be increased by more than ten (10) percent of previous year's assessment only if the increase is approved by the affirmative vote of a majority of those members of each class who are Owners of Lots in the Subdivision who are voting, in person or by proxy, at a meeting duly called for the purpose of considering such increase. Subject to the provisions of Section 7.6.D, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election, or may be collected by door to door canvas. Upon levying of any increased assessment pursuant to the provisions of this Section, the Association shall cause to be recorded in the Official Public Records of Real Property of Montgomery County, Texas, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the quorum required, the number of votes represented, the number of each class

voting "for" and "against" the levy, and the amount of the increased assessment which must be paid in order to avoid being delinquent.

C. Special Assessments For Capital Improvements. In addition to the annual Street and Lake Assessment authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to the current year only against only the Lots for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a portion of the Private Street Facilities, provided any such assessment shall have the approval of two thirds (2/3) of the votes of those members of each class who are Owners of Lots in the Subdivision who are voting in person or by proxy at a meeting duly called for this purpose. Likewise, subject to the provisions of Section 7.6D, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U. S. mail in envelopes specifically marked as containing ballots for the special election or may be collected by door to door canvas. Upon the levying of any special assessment pursuant to the provisions of this Section, the Association shall cause to be recorded in the real property records of the Montgomery County Clerk's Office, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the quorum required, the number of each class of votes represented, the number of each class voting "for" and "against" the levy, the amount of the special assessment authorized, and the date by which the special assessment must be paid in order to avoid being delinquent.

D. Notice and Quorum for any Action Authorized under Paragraphs 7.6B and 7.6C. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.6B and 7.6C shall be sent to all members who are Owners of Lots in the Subdivision not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

7.7 Capitalization Fee. At the time a Lot is first conveyed with a house and related improvements built on the Lot, the Owner shall be obligated to pay to the Association a fee of $150.00 per Lot, as a capitalization fee (hereinafter "Capitalization Fee") regardless of the size or projected usage of such Lot at the time of sale. Such funds from the Capitalization Fee collected at each sale shall initially be used to defray initial operating costs and other expenses of the Association, and later used to ensure that the Association shall have adequate funds to meet its expenses and otherwise, as the Association shall determine in its sole discretion. Such Capitalization Fee shall be non-refundable and shall not be considered an advance payment of any Assessments levied by the Association pursuant to this Declaration. The amount of the Capitalization Fee may be changed prospectively (but not retrospectively) by the Association from

time to time in its discretion. Such Capitalization Fee will be billed to the Owner directly at the time of purchase of the Lot. The Capitalization Fee shall be deemed an Assessment for collection purposes. The Capitalization Fee shall not be payable by Declarant or upon any transfer of a Lot without improvements thereon from Declarant to a builder. In addition, the Capitalization Fee is a "one time" payment and after it has been paid by the Owner of a Lot, no future Owner will be obligated to pay the Capitalization Fee.

7.8 Management Company Transfer Fee. The management company employed by the Association may, with the Association's approval, collect a fee at the closing of each Lot sale (other than the sale of a Lot to a builder) for the cost to the management company of transferring ownership, completing resale certificates and/or for any other documentation requested.

7.9 Effect of Nonpayment of Assessment. Any assessment, annual or special, or other charges assessed in accordance with Sections 3.14 and 4.1 not paid within thirty-one (31) days after due date shall bear interest from the due date at a rate of ten (10) percent per annum on the unpaid balance. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a vendor's lien for the benefit of the Association shall be and is hereby reserved in the deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and nonjudicial proceedings by the Association. As additional security for the payment of the assessments hereby levied, each Owner of a Lot in the subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by nonjudicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Montgomery County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U. S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Montgomery County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and, third, the remaining balance shall be paid to such Owner or as otherwise required by law. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and

may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board of Directors, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the right of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

It is the intent of the provisions of this Section to comply with the provisions of said Section 51.002 of the Texas Property Code relating to nonjudicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Official Public Records of Real Property of Montgomery County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above-described assessments.

7.10 Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a vendor's lien and power of sale and nonjudicial foreclosure securing the payment of all assessments and charges due the Association, but said vendor's lien and power of sale and nonjudicial foreclosure shall be subordinate to any valid purchase money lien or mortgage covering a Lot and any valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect said vendor's lien or power of sale and nonjudicial foreclosure. However, the sale or transfer of any Lot which is subject to any valid purchase money lien or mortgage pursuant to a judicial or nonjudicial foreclosure under such lien or mortgage shall extinguish the vendor's lien and power of sale and nonjudicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of the Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

7.11 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 under Section 8.6 of this Declaration, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform per Lot basis equivalent to the maintenance charge and assessment imposed hereby, and further, made subject to the jurisdiction of the Association.

7.12 Foundation Transfer Fee.

A. Authority. On behalf of the Falls at Imperial Oaks Community Services Foundation, Inc. (the "Foundation"), the Board of Directors of the Association shall have the authority to establish and collect a transfer fee from the transferring Owner upon each transfer of title to a Lot within the Properties (except transfers which are specifically hereafter exempted). Such transfer fee shall be payable to the Association at the closing of the transfer of the Lot and shall be secured by the Association's lien for assessments under Section 7.1 of Article VII. The transferring Owner shall notify the Association's Secretary of a pending title transfer at least seven (7) days prior to the transfer. Such notice shall include the name of the buyer, the date of title transfer, and other information as the Board of Directors may require.

B. Fee Limit. The Association's Board of Directors shall have the discretion to determine the amount and method of determining the transfer fee subject to the consent of the Foundation. The transfer fee may be determined based upon a sliding scale which varies in accordance with the "Gross Selling Price" of the property or another factor as determined by the Association's Board of Directors; provided, any such transfer fee shall be equal to an amount not greater than one percent (1.0%) of the gross selling price of a Lot from an Owner to another Person. Notwithstanding the foregoing, there shall be no transfer fee charged for an initial transfer of a Lot from the Declarant or Developer to a homebuilder. For the purpose of determining the amount of the transfer fee, the gross selling price shall be the total cost to the purchaser of the property, including improvements, as indicated on the title company's closing statement.

C. Purpose. All transfer fees which the Association collects shall be deposited into a segregated account used for such purposes as the Foundation, acting through its board of trustees, deems beneficial to the general good and welfare of the Falls at Imperial Oaks community which the Declaration or By-Laws do not otherwise require to be addressed by the Association's general operating budget. By way of example and not limitation, such transfer fees might be used to assist the Association or one or more tax-exempt entities in funding:

(i) preservation and maintenance of natural areas, wildlife preserves, archaeological sites, areas of historical or cultural significance or similar conservation areas, and sponsorship of educational programs and activities which contribute to the overall understanding, appreciation and preservation of the natural environment at the Falls at Imperial Oaks;

(ii) programs and activities which serve to promote a sense of community within the Falls at Imperial Oaks, such as recreational leagues, cultural programs, educational programs, festivals and holiday celebrations and activities, a community computer network, and recycling programs;

(iii) social services, community outreach programs and other charitable causes; and

(iv) enhancement and/or improvement of infrastructure within the Properties

D. Exempt Transfers. Notwithstanding the above, no transfer fee shall be levied upon transfer of title to a Lot:

(i) by a co-Owner to any Person who was a co-Owner immediately prior to such transfer;

(ii) to the Owner's estate, surviving spouse, or child upon the death of the Owner;

(iii) to any entity wholly owned by the grantor; provided, upon any subsequent transfer of an ownership interest in such entity, the transfer fee shall become due; or

(iv) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

E. Alternative Entities. In the event that the Foundation is dissolved or for any other reason ceases to exist, the Association, at its sole discretion, may form or designate another non-profit corporation to receive the transfer fees provided for pursuant to this Section. If the Association fails to designate or form such non-profit corporation the Association shall have the authority to collect and utilize the transfer fees as provided in this Section.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any supplemental declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of thirty (30) years from the date these covenants are recorded. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument executed by the then Owners entitled to vote at least sixty-seven percent (67%) of the total votes of the members of the Association, and properly recorded in the Official Public Records of Real Property of Montgomery County, Texas. Upon the expiration of such initial term, unless terminated as below provided, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years each. During the last twelve (12) months of the initial term above stated and during any such ten (10) year automatic extension period, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one (51) percent of all the Lots in the Property and properly recorded in the Official Public Records of Real Property of Montgomery County, Texas, provided no such change and/or amendment shall alter the

effectiveness of these covenants and restrictions until the natural expiration of the original term or the automatic extension term then in effect.

8.2 Enforcement. The Association, any Owner, or the Declarant, and their respective successors and assigns, shall have the right to enforce by a proceeding at law or in equity all easements, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and in connection therewith shall be entitled to recover all reasonable collection costs and attorney's fees: Failure by the Association or by any other person entitled to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated, the failure or refusal of any Owner or any occupant of a Lot to comply with the terms and provisions hereof would result in irreparable harm to other Owners, to Declarant and to the Association. Thus, the covenants, conditions, restrictions and provisions of this Declaration may not only be enforced by an action for damages at law, but also may be enforced by injunctive or other equitable relief (i.e., restraining orders and/or injunctions) by any court of competent jurisdiction, upon the proof of the existence of any violation or any attempted or threatened violation. Any exercise of discretionary authority by the Association concerning a covenant created by this Declaration is presumed reasonable unless the court determines by a preponderance of the evidence the exercise of discretionary authority was arbitrary, capricious or inconsistent with the scheme of the development (i.e., the architectural approval or disapproval for similar renovations relative to a given location within the Property). The Association on its own behalf or through the efforts of its management company may initiate, defend or intervene in litigation or any administrative proceeding affecting the enforcement of a covenant created by this instrument or for the protection, preservation or operation of the Property covered by this Declaration. Notification will be deemed to have been given upon deposit of a letter in the U. S. mail addressed to the Owner alleged to be in violation. Any cost that has accrued to the Association pursuant to this Section shall be secured and collectable in the same manner as established herein for the security and collection of annual assessments as provided in Article VII.

8.3 Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8.4 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

8.5 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, 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.

8.6 Annexation. Additional residential property and "Common Area" may be annexed to the Properties:

A. With the consent of two-thirds (2/3) of each class of members; or

B. Notwithstanding anything contained in (a) above, additional land representing future sections or phases of Imperial Oaks may be annexed from time to time by the Declarant, its successors or assigns, without the consent of other Owners, or their mortgagees, within thirty (30) years of the date of recording of this Declaration of Covenants, Conditions and Restrictions;

C. The annexation addition may be accomplished by the execution and filing for record by the Owner of the property being added or annexed, 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 and 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 of the original development; that the property being added or annexed is submitted to the jurisdiction of 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 Imperial Oaks, as a 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 hereinabove provided in 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 effect 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 for the Properties.

EXECUTED this 5th day of September, 2017.

DECLARANT:

IMPERIAL OAKS DEVELOPMENT CORP.,
a Texas corporation

By:_____
James R. Holcomb, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES R. HOLCOMB, President of IMPERIAL OAKS DEVELOPMENT CORP., a Texas corporation, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of September, 2017.

BRIAN M. JARRARD
MY COMMISSION EXPIRES
July 30, 2018

_____
Notary Public in and for the State of Texas

Falls at Imperial Oaks Homeowners Association, Inc. (the "Association") hereby executes this Declaration to evidence that the Property shall be and is hereby included within the properties within the jurisdiction of the Association.

Falls at Imperial Oaks Homeowners
Association, Inc.

By:_____
Title: Pres.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES R. HOLCOMB, PRESIDENT of Falls at Imperial Oaks Homeowners Association, Inc., a corporation, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of September, 2017.

BRIAN M. JARRARD
MY COMMISSION EXPIRES
July 30, 2018

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

John G. Cannon
Coats Rose Yale Ryman & Lee, P.C.
9 Greenway Plaza, Suite 1100
Houston, Texas 77046

Doc #: 2017080083
Pages 32

E-FILED FOR RECORD
09/06/2017 02:20PM

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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

09/06/2017

County Clerk
Montgomery County, Texas