



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUNRISE MEADOW, SECTION THREE

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

This Declaration, made on the date hereinafter set forth by LGI Homes - Sunrise Meadow, Ltd., a Texas limited partnership hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land known as "SUNRISE MEADOW, SECTION THREE" being a Subdivision of 26.91± acres of land out of the R.H. Earnest Survey, A-388 and the J.J. Dickerson Survey, A-401, in Fort Bend County, Texas, according to the plat ("Plat") of said Sunrise Meadow, SECTION THREE, recorded in the office of the County Clerk of Fort Bend County, Texas, after having been approved as provided by law, and being recorded under Clerk's File No. 2007078916, Official Public Records of Fort Bend County, Texas (hereinafter referred to as the "Property" or the "Subdivision") and;

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property 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 Lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Subdivision known as Sunrise Meadow, Section Three and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to the areas identified or platted as a Reserve or Unrestricted Reserve on the Plat or to any area not included in the boundaries of said Plat. Developer also declares that this Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I
DEFINITIONS

Section 1.01. "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation any other Sections of Sunrise Meadow subdivision, if any, Developer may plat and any property adjacent to or in the proximity of the Property which the Developer may wish to include in the jurisdiction of the Association.

Section 1.02 "Association" or "Sunrise Meadow Association" shall mean and refer to Sunrise Meadow Property Owners Association, a Texas Non-profit corporation currently existing for Lot owners in the Sunrise Meadow Subdivision.

Section 1.03 "Sunrise Meadow" shall mean and refer to this Subdivision and any other sections of Sunrise Meadow hereafter made subject to the jurisdiction of the Association.

Section 1.04 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.06 "Common Area" shall mean all real property (including the improvements thereto) within the subdivision owned by the developer and/or the Association for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to, roads, parks, open spaces, greenbelt areas and other facilities and areas designated on the Plat within the Common Area to which the Owners may hereafter become entitled to us.

Section 1.07 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.08 "Developer" shall mean and refer to LGI HOMES - SUNRISE MEADOW, LTD., with respect to the voluntary disposition of all (or substantially all) of its right, title and interest in and to the Properties. However, no person or entity merely purchasing one or more Lots from LGI Homes - Sunrise Meadow, Ltd. in the ordinary course of business shall be considered a "Developer."

Section 1.09 "Lot" shall mean and refer to any plot of land identified as a Lot or tract on the plat of the Subdivision (whether identified, for example, as Lot 1, 2, 3, etc.). For purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Reserves," "Restricted Reserves," or "Unrestricted Reserves," (defined herein as any Reserves, Restricted Reserves or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area.

Section 1.10 "Dwelling" shall mean and refer to a single family home located upon a Lot; said home shall be constructed with approval of the Architectural Control Committee.

Section 1.11 "Member" shall mean and refer to every person or entity who holds a membership in the Association or, if Developer transfers control as provided herein to Sunrise Meadow Association, it shall mean and refer to every person or entity who holds a membership in the Sunrise Meadow Association.

Section 1.12 "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 Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.

Section 1.13 "MUD" OR "MUD 162" Shall mean and refer to Fort Bend County Municipal Utility District 162, a taxing entity formed to provide water, sewer, drainage or flood control services within the district through bonds payable in whole or in part from property taxes. These utility services will be owned by the District. See Section 3.30 below for additional information.

ARTICLE II RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Map of the Property. The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions, and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Fort Bend County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. Developer and its assigns further expressly reserves the right to enter upon any Lot for the purpose of constructing or maintaining any natural drainage pattern, area or easement. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or Lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or any Utility District serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, water district, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted.

affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Developer may convey title to said easements to the public, a public utility company or the Association.

Section 2.04 Utility Easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat and/or by separate recorded easement documents.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.05 Roads and Streets. Subject to the terms and conditions of this Section 2.05, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to public roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Developer sees fit to install (or permit to be installed) in, across and/or under the Property.

Section 2.06 Streetlights. The Developer or the Association may elect to install streetlights along one or more of the roads and streets in the Subdivision. Once any streetlights are installed, the Association out of the Maintenance Charge set forth herein shall pay the cost of electricity for the operation of said lights.

Section 2.07 Restricted Reserves A and B. Restricted Reserve A is reserved for landscaping and open space. Restricted Reserve B is reserved for landscaping and utilities. Restricted Reserves A and B will be maintained by the Developer (or after the Control Transfer Date, by the Association) and use thereof by Owners and their guests will be subject to such rules and regulations as may be from time to time promulgated by the Developer (or after the Control Transfer Date by the Association).

**ARTICLE III
USE RESTRICTIONS**

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Lot or Building Site other than one single-family dwelling unit ("Dwelling") per each Lot to be used solely for residential uses. Each Dwelling shall have a fully enclosed garage for parking automobiles at all times. Garages must be built for at least one (1) vehicle and not more than three (3) vehicles. Occupancy shall be limited to one (1) family, which shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit. It is not the intent of the Developer to exclude any individual from a dwelling who is authorized to so remain by any state or federal law. If it is found that this section, or any other section, of the Restrictions are in violation of any law, then the prohibited section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law. All structures, including dwellings, garages, and workshops must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property and according to the guidelines adopted by the Committee. The term "dwelling" does not include single or double wide manufactured or mobile homes, or any old or used houses to be moved on the Lot or any log homes and said manufactured or mobile and used homes or log homes are not permitted within the Subdivision. All Dwellings shall have a minimum of 800 square feet of living area, excluding porches, and be built with new construction materials. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the setting of forms for the foundation of said building or structure. The roof of any Dwelling shall be constructed of either composition shingles, copper, tile, slate, standing seam metal or other material approved by the Architectural Control Committee and according to the guidelines adopted by the Committee, prior to construction. The use of sheet metal or similar

material on the roof or exterior sides of any Dwelling other than as flashing is prohibited. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes, trailers, modular or manufactured homes, pre-fabricated or log homes being placed on said Lots, or the use of said Lots for duplex houses, churches, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. No log siding shall be used on exterior of any Dwelling. Specifically, no Lot shall be used as a childcare or baby-sitting business.

An Owner may maintain a home office in a Dwelling so long as: 1) the existence or operation of the business activity does not involve persons coming onto the property who do not reside on the property, or door-to-door solicitation of residents of the property; 2) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the property; and 3) the existence or operation of the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the property, as may be determined in the sole discretion of the Board.

Section 3.02 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting composite site, in which case the side set-back lines along the common lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Composite Building Site status may not be granted until an application for construction of a dwelling has been approved by the Architectural Control Committee, and will be applicable for the next assessment calendar year. No proration of assessments will be authorized when Composite Building Site approval is granted. Further, any utility easements along said common lot lines shall be eliminated and abandoned upon approval of a Composite Building Site provided such easements are not then being used for utility purposes. Any such Composite Building Site must have a front building set-back line of not less than the minimum front building set-back line of all Lots in the same block and the main dwelling must cross at least one of the original common Lot lines. Following approval of a Composite Building Site, and until completion of construction of a dwelling, the site will be considered as one (1) Lot for purposes of voting rights in the Association. However, until construction of a dwelling is complete, the site will continue to be subject to pay Maintenance Charges based upon the original number of lots. After the completion of construction, the Maintenance Charges will be reduced beginning the year after completion to one Maintenance Charge for the first lot and one half of one Maintenance Charge for each of the additional Lots that were consolidated to form the Composite Building Site.

Section 3.03 Easements; Utilities. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Utility service may be installed along or near the front and/or side and/or rear Lot lines and each Lot Owner shall have the task and responsibility of determining the specific location of all such utilities. Except as may be otherwise permitted by the Committee (e.g. fencing, flatwork landscaping, etc.), no Owner shall erect, construct or permit any obstructions or permanent improvements of any type or kind to exist within any easement area, nor shall anything be done or permitted within an easement area which would restrict or adversely affect drainage. Electrical (and possibly other utility) easements are likely to be located at or near or along the front Lot line(s), and each Lot Owner assumes full, complete and exclusive liability and responsibility for all cost and expense related to damage, repair, relocation and restoration of any improvements or fence. Except as to special street lighting or other aerial facilities which may be required by any utility company or which may be installed by the Developer pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Subdivision whether upon individual Lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Subdivision. The Association or the Architectural Control Committee shall have the right and privilege to designate the location of any CATV-related cable. Pursuant to requirements by utility company(ies) providing service to the Properties, the following provisions and covenants are to run with the land within the Subdivision with the same force and effect as all other Covenants herein and as if such provisions and covenants had originally been recited within each deed to each Lot executed and delivered by Developer:

(a) Electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle, alternating current has been made available to the Lot hereby conveyed by means of usual electric facilities, and each Owner acknowledges for himself, his heirs, executors, administrators, successors and assigns, that electric service of any character other than that hereinabove

described will not be available except at added cost to such Owner and in accordance with the rules and regulations for electric service of the subject electric utility company; and

(b) Each Owner shall assume full and complete responsibility for all costs and expenses arising out of or related to the repair, replacement or restoration of any utility equipment damaged or destroyed as a result of the negligence or mischief of any resident of the Owner. Each Owner agrees to provide, at the sole cost and expense of each Owner, such land and equipment and apparatus as are necessary and appropriate to install and maintain additional lighting and security-related measures which becomes technologically provident in the future.

Section 3.04 Location of the Improvements upon the Lot. The building set back lines shall be as follows (provided, any conflict with the building set back lines set forth on the Plat shall be controlled by the Plat).

i) The building set back line along the front of each Lot shall be twenty-five (25') feet on all Lots, unless otherwise shown on the Plat.

ii) The building set back line along the side of each Lot shall be five (5') feet, on all Lots, unless otherwise shown on the Plat.

iii) The building set back line along the rear of each Lot shall be twenty (20') feet, on all Lots, unless otherwise shown on the Plat.

No building of any kind shall be located on any Lot nearer to any side or rear property line, or nearer to any road or street than the building lines as set forth in this Section 3.04 of the Restrictions or on the Plat of the Subdivision. Provided, however, as to any Lot, the Architectural Control Committee may waive or alter any such setback line if the Architectural Control Committee, in the exercise of the Architectural Control Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a Lot. Any such waiver or alteration must be in writing and recorded in the Deed Records of Fort Bend County, Texas. All dwellings placed on Property must be served with sewer, water and electricity. The main residential structure on any Lot shall face the front of the Lot towards the street or road, unless a deviation is approved in writing by the Architectural Control Committee.

Section 3.05 Elevation Requirements. Minimum finished slab elevation for all structures shall be above the 100 year flood plain elevation, or such other level as may be established by the Commissioner's Court or County Engineer of Fort Bend County, Texas, and other applicable governmental authorities.

Section 3.06 Excavation and Tree Removal. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide room for construction of improvements or driveway, or to remove dead or unsightly trees. No tree with a trunk diameter of three inches (3") or larger may be removed without the prior approval of the Architectural Control Committee. Any home constructed in the subdivision must have aesthetically fitting landscaping installed within ninety (90) days of completion of construction.

Section 3.07 Swimming Pools and Spas. Swimming pools, spas, jacuzzis and hot tubs shall not encroach on any utility easement or building line shown on the recorded plat of Sunrise Meadow Subdivision. Swimming pools and in-ground spas must be enclosed by a six (6) foot privacy fence with locks or childproof latches on all gates. Above-ground swimming pools, spas, jacuzzis and hot tubs must have secure covers or fencing to prohibit accidental entry by children and shall not be visible from the street. If it is necessary to have water in a swimming pool during construction, then a construction fence sufficient to prevent entry by children shall be provided. Swimming pool backwash shall not be allowed to encroach upon any neighboring property owner. All swimming pools, spas, jacuzzis, hot tubs, kiddie pools, fountains and other water containing objects shall be kept clean and maintained to prevent odor and breeding of mosquitoes and other pests. If pools, spas, and other water containing objects are not maintained by the Owner, the Architectural Control Committee will provide a written notice of the violation and will require the Owner to bring the Lot into compliance within a specified time. If the Owner does not comply within the time stated in the notice, the Architectural Control Committee has the authority, without being liable for trespass, to hire a third party and charge the Owner for appropriate maintenance and/or cleaning of swimming pools, spas, and other water containing objects and subsequently charge the Owner for all costs incurred. Such maintenance charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which the charge is assessed. Each such charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the lot at the time when the charge was assessed.

Section 3.08 Drainage.

(a) Each Owner of a Lot agrees for himself, his heirs, legal representatives, assigns or successors-in-interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision, and he will make adequate provisions for the drainage of his Lot in the event it becomes necessary to change the established drainage over his Lot (which provisions for drainage shall be included in the Owner's plans and specifications submitted to the Committee and shall be subject to the Committee's approval). For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Subdivision, including landscaping of any Lot in the subdivision, was completed by Developer.

(b) With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or by installing an open concrete trough with area inlets, however, the drainage plan for such alternate drainage must be submitted to and approved by the Committee prior to the construction thereof.

(c) The Subdivision has been designed and constructed utilizing some surface drainage in the form of ditches and swales and, to the extent these drainage ditches and swales are located in front, side or rear Lot easements, the Owners shall not re-grade or construct any improvements or other obstruction on the Lot which adversely affects the designed drainage flow. The Owner shall be responsible for returning any drainage swale disturbed during construction or thereafter to its original line and grade, and the Owner shall be responsible for maintaining the drainage ditches or swales appurtenant to said Owner's Lot in their original condition during the term of his ownership.

Section 3.09 Driveways. Driveways shall be constructed entirely of concrete and the specifications shall be subject to the prior approval of the Committee. That portion of the driveway that lies between the front property line and the street shall be a minimum width of eight feet (8') and the driveway shall be constructed in accordance with detail, design and specifications as may be approved by the Committee.

All driveway crossings of any roadside drainage swales shall be constructed using culvert pipe in accordance with detail design and specifications as may be approved by the Fort Bend County Engineer's Office and the Architectural Control Committee. All dwellings must have a driveway constructed within thirty (30) days of the completion of the main dwelling.

Section 3.10 Use of Temporary Structures and Sales Offices. No structure of a temporary character, whether trailer, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently; provided, however, that Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

Section 3.11 Water Supply. All residential private dwellings in this Subdivision shall be served by a fresh water system provided by Fort Bend County Municipal Utility District 162, which system shall be operated and continuously maintained with applicable governmental requirements. Each Owner shall be required to pay charges for connection or use of water from said system. No water wells shall be made, bored or drilled, nor any type or kind of private system installed or used unless the fresh water system to the Subdivision ceases to function and upon such occurrence, any water well must be approved by the Architectural Control Committee and any required governmental authorities. Water Wells may be drilled by the Developer or Association for use in watering common areas.

Section 3.12 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this Subdivision. All Lots in this Subdivision must, prior to occupancy of a dwelling thereon, tie onto a central sanitary sewer system operated by Fort Bend County Municipal Utility District 162, which shall install and operate said central sanitary sewer system for the Subdivision and charge fees to such customers.

Section 3.13 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be no closer to front street property lines than the front of the Dwelling on each lot and shall be six feet (6') in height. The erection of any wall, fence or other improvements on any utility easement adjoining any street is prohibited. Other than fences bordering Koeblen Road as described below, all fences shall be constructed of wood and shall not be painted in any manner except for sealant. The erection of any chain link, wire, barbed wire, or mesh fence shall be prohibited. Any fences installed along the property lines by the developer and/or builder shall be considered to be owned jointly by each adjoining property

owner. It shall be the joint responsibility of each such adjoining property owner to maintain, repair and replace all such fences. In the event the Architectural Control Committee notifies either owner that such fence be repaired or reconstructed, each such adjoining property owner shall share the cost in making the repairs or erecting a new fence in a style approved by the committee. The fence installed behind the properties adjoining Koebler Road will be designed and constructed by the Developer and shall be maintained by the Association.

Section 3.14 Mailboxes. Only mailboxes installed or approved by the United States Postal Service and approved by the Developer or, upon the Control Transfer Date, approved by the Committee, shall be installed.

Section 3.15 Prohibition of Offensive Activities. Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted 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 may be or become an annoyance or a nuisance to the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision and for home offices described in Section 3.01 hereof. Any recreational speakers, for the enjoyment of that owner's property, shall not interfere or become a nuisance to any of the surrounding neighbors. Without limitation, the discharge or use of firearms is expressly prohibited. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.16 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish or landfill. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly and shall be stored out of public view on non-trash days. The Developer and upon Transfer of Control, the Association, shall contract with a trash collection entity and all Owners shall be required to use said entity, paying the standard charges therefore, for the disposal of garbage and trash.

Section 3.17 Vehicle Parking. Vehicles shall be parked on a driveway or parking pad in front of the Dwelling on all Lots, unless a driveway and parking pad have been constructed to the rear of the property. Driveways must be constructed entirely of concrete and shall be a minimum width of eight feet (8'). The location and specifications of driveways or parking pads shall be subject to the prior approval of the Committee.

Section 3.18 Junked Motor Vehicles Prohibited. No Lot shall be used as a depository for abandoned, junked or inoperable motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. An inoperable vehicle is one that is not capable of being used daily or one that is not moved from its parked position at least once every 72 hours. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee.

Section 3.19 Signs. Except as authorized herein, no signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except—(i) one (1) Association-Approved professionally made sign not more than twenty-four inches by thirty-six inches (24" x 36") fastened to a stake in the ground and extending not more than three (3) feet above the surface of such lot, advertising an Owner's Dwelling for sale or rent, may be placed on such improved Lot; (ii) School Spirit Signs shall be permitted containing information about one or more children residing in the Dwelling, the school they attend and the school activity, not more than twenty-four inches by thirty-six inches (24" x 36"); (iii) one (1) sign not more than twenty-four inches by thirty-six inches (24" x 36") square advertising the builder of the Owner's dwelling may be placed on such Lot during the construction period of such residence from the forming of the foundation until completion not to exceed a twelve (12) month period; (iv) Political signs may be erected upon a lot by the Owner of such dwelling advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs may not be erected more than thirty (30) days in advance of the election to which they are pertain and shall be removed within ten (10) days after such election; and (v) Security Signs/Stickers may be displayed by an Owner of a commercial security or alarm company providing service to the dwelling so long as the sign is not more than 12" x 12" or the sticker if no more than 4" x 4". There shall be no more than one sign per Lot and no more than one sticker on any of the doors, and stickers on no more than one window per side of the dwelling. Other than as permitted herein and in Section 3.10 hereof no signs of any kind, whether for sale by owner or by builder, shall be permitted on unimproved Lots. Developer or any member of such Committee shall have the right to remove any such sign, advertisement or

billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.20 Livestock and Animals. No pets, poultry, animals or livestock of any kind shall be raised, bred or kept on any Lot except not more than two (2) dogs or two (2) cats or other common household pets may be kept on a Lot. No reptiles or poultry of any kind shall be raised, bred or kept on any Lot. All animals shall be kept within the boundaries of the Owner's Lot unless accompanied by the Owner. No dogs, cats or household pets shall be raised, bred or maintained for any commercial purposes. In the event pets become a nuisance in the opinion of the Association or the Developer, the Owner shall remove the animals from the Lot. Any outside pen, cage, kennel, shelter, concrete pet pad, run, track or other building, structure or device directly or indirectly related to animals which can be seen, heard or smelled by anyone other than the subject Lot Owner must be approved by the Architectural Control Committee in its sole and absolute discretion. Each and every dog, cat or other household pet, if not kept and confined within the Owner's Lot, must be leashed and accompanied by its corresponding Owner, particularly when traveling beyond the perimeter of the Owner's Lot, and such Owner shall promptly clean and remove the discharge and waste of any pet. The chaining or otherwise restraining of any pet or other animal in a front yard is specifically prohibited. This prohibition shall also apply to the exposed side yard of any corner lot.

Section 3.21 Mineral Development. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot, and, no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Provided, however, that this provision shall not prevent the leasing of the Subdivision or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the Subdivision may be developed from adjacent lands by directional drilling operations or from the Drill Sites designated on the Plat.

Section 3.22 Lot Maintenance. All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon (outside of natural vegetation areas) cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however, the burning of underbrush and trees solely during Lot clearing shall be permitted and the burning of leaves or other natural debris shall be permitted on Lots containing at least one (1) acre, provided such burning shall not exceed twice a year on any such Lot. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. All Owners shall perform necessary maintenance of their Lot, including, but not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing (outside of the natural vegetation areas).
- c. Tree and shrub pruning (outside of the natural vegetation areas).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas, walkways and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.
- j. Mowing and keeping clean the drainage ditches and/or swales on their Lot.
- k. Repairing any damages done by Owner to the drainage ditches and/or swales on their Lot.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Builder or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, to cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus a fee of \$25.00 for each instance. Payment thereof shall be collected as an additional Maintenance Charge and shall be payable on the first day of the next calendar month.

Section 3.23 Exterior Maintenance of Building. In the event the Owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or the Developer will give such owner written notice of such conditions. Fifteen (15) days after notice of such condition to Owner, and failure of owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these Restrictions, may at its sole discretion enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The Owner thereof shall be billed for cost of necessary repairs, plus ten (10%) percent. All monies so owed the Association will be an additional Maintenance Charge and shall be payable on the first day of the next calendar month.

Section 3.24 Views, Obstructions and Privacy. In order to promote the aesthetic quality of "view" within the Subdivision, the Committee shall have the right to review and approve any item placed on a Lot including, but not limited to the following:

- a. The location of all windows and the type of proposed window treatments and exposed window coverings;
- b. The probable view from balconies and decks (particularly where there is potential invasion of privacy to an adjoining neighbor);
- c. Sunlight obstructions;
- d. Roof top solar collectors;
- e. Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes;
- f. Exterior storage sheds;
- g. Fire and burglar alarms, which emit lights and/or sounds;
- h. Children playground or recreational equipment (to be located in rear of Dwelling only);
- i. Exterior lights;
- j. Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those, which may be a part of an otherwise approved landscape plan;
- k. The location of the Dwelling on the Lot; and
- l. The location of satellite dishes and antennas (to be located in rear of Dwelling only).

Prohibited Items. The following items are prohibited on any Lot:

- a. Clotheslines, reels, hanging circles and other exterior clothes drying devices;
- b. Window unit air conditioners, unless approved by the Committee in writing prior to installation;
- c. Signs (except for signs permitted in Section 3.20 hereof);
- d. Storage of more than five (5) gallons of fuel outside of regular vehicle gas tanks; and
- e. Unregistered, unlicensed or inoperable motor vehicles.

Section 3.25 Antennas and Satellite Dishes. No electronic antenna or device for receiving or transmitting any signal other than an antenna for receiving normal television, marine signals, citizens band signals, cellular telephone signals or ham radio signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the Committee. The Committee's decision shall be final.

Unless approved by the Committee, no satellite dish may be maintained on any portion of any Lot outside the building lines of said Lot or forward of the front of the improvements thereon. In no event may the top of the satellite dish or antenna be higher than six (6') feet from the grade level of the ground or more than two (2') feet above the roofline for roof mounted satellite dishes. All house or roof mounted satellite dishes shall not exceed thirty-nine inches (39") in diameter. All dishes shall be of one solid color of black or earth tones of brown, gray, or tan. No multicolored dishes shall be permitted. No advertising or the printing of names of any type shall be permitted. Not more than one satellite dish will be permitted on each Lot. No transmitting device of any type, which would cause electrical or electronic interference in the neighborhood, shall be permitted.

Section 3.26 Solar Panels. All Solar Panels installed shall be framed in such a manner so the structure members are not visible. The framing material shall be one that is in harmony with the rest of the structure. Architectural approval from the Committee is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or for any solar panel that violates these restrictions.

Section 3.27 Wind Generators. No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or public street.

Section 3.28 Miscellaneous Use Restrictions. Without limiting the foregoing, the following restrictions shall apply to all Lots:

i) No boat, jet-ski, aircraft, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the front of any Dwelling, nor shall any such vehicle or equipment be parked for storage to the side or rear of any Dwelling unless completely concealed from public view. All boats so parked or stored on any Lot must at all times also be stored on a trailer. No such vehicle or equipment shall be used as a residence either temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a Dwelling in the Subdivision.

ii) Trucks with tonnage in excess of one and one-half tons shall not be permitted to park overnight within the Subdivision except those used by a builder during the construction of improvements on Lots in the Subdivision.

iii) No vehicle of any size, which transports inflammatory or explosive cargo, may be kept in the Subdivision at any time.

iv) No vehicles or similar equipment shall be parked or stored in an area visible from any public street or road except passenger automobiles, passenger vans, motorcycles and pick-up trucks that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

Section 3.29 Hazardous Substances. No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. No Hazardous Substance shall be brought onto, installed, used, stored, treated, buried, disposed of or transported over the Lots or the Subdivision, and all activities on the Lots shall, at all times, comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq. and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

Section 3.30 Fort Bend County Municipal Utility District 162. Fort Bend County Municipal Utility District 162 is taxing entity formed to provide water, sewer, drainage or flood control services

within the district through bonds payable in whole or in part from property taxes. These utility services will be owned, operated and financed by the District. The Developer may provide interim financing for the construction and/or operation of such facilities.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

Section 4.01 Basic Control

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof, or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until after the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the Committee shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Developer of the Association. If approved, one of the two sets of plans submitted shall be returned to the Owner with said approval noted thereon. The Committee may set a reasonable application fee.

Section 4.02 Architectural Control Committee.

(a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer, provided, however, the authority of the Developer shall cease and terminate upon the election of the Architectural Control Committee of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee," as used in this Declaration, shall mean or refer to the Developer or to Sunrise Meadow Architectural Control Committee composed of members of the Association, as applicable.

(b) At such time as one hundred percent (100%) of all of the Lots in the Subdivision are conveyed by Developer (from time to time hereafter referred to as the "Control Transfer Date"), the Developer at its sole option shall cause an instrument transferring control to the Association to be placed of record in the Real Property Records of Fort Bend County, Texas (which instrument shall include the Control Transfer Date). In the event the Developer elects to transfer control to Association, the Board of Directors of the Association shall elect a committee of three (3) members to be known as Sunrise Meadow Architectural Control Committee. From and after the Control Transfer Date, at least two (2) members of the Committee must be Owners of property in Sunrise Meadow. Additionally, the Developer shall have the right to discontinue the exercise of architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Real Property Records of Fort Bend County, Texas.

Section 4.03 Effect of Inaction. Approval or disapproval as to architectural control matters, as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 4.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or

any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 4.05 Minimum Construction Standards. The Developer or the Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the Developer or Committee shall not be bound thereby.

Section 4.06 Variance. The Developer or by at least a majority of the members of the Committee, upon the Control Transfer Date, as the case may be, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Developer and the Committee reserve the right to grant variances as to building set-back lines, minimum square footage of the residence, fences, and other items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

Section 4.07 Terminology and Authority. The Developer, in Section 7.04 hereof, has retained the exclusive right and power to transfer control for architectural control as well as other rights of Developer hereunder to the Association and upon Developer's execution of the instrument transferring such control and recording same in the Real Property Records of Fort Bend County, Texas, all rights, powers and duties of the Committee or the Association throughout these Restrictions shall be vested in the Association and all references herein to the "Committee" shall be to the Architectural Control Committee for the Association to which the Developer transfers control.

ARTICLE V

SUNRISE MEADOW PROPERTY OWNERS ASSOCIATION

Section 5.01 Membership. Every person or entity who is a record owner of any Lot, which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, the Directors of the Association shall also be Members of the Association (as more particularly described in the By-laws). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association. The initial members of the Board of Directors following the Control Transfer initially shall be appointed by the Developer.

Section 5.02 Non-Profit Corporation. Sunrise Meadow Property Owners Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

If, for any reason, the Developer shall fail to form the required non-profit Association within one (1) year of the date on which these covenants are recorded, any Lot Owner within the subdivision may cause such Association to be formed and the initial Board of Directors shall be elected by the majority vote of the Lot Owner's within the Subdivision.

Section 5.03 Bylaws. The Association has adopted or may adopt and amend whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

Section 5.04 Members' Right of Enjoyment. Every Member shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association, with respect to the Common Areas, to limit the number of guests of Members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and Bylaws (and subject to the prior written approval of the Declarant), to (i) borrow money for the purpose of improving and maintaining the streets and roads within the Subdivision, Common Area and facilities (including borrowing from the Declarant or any entity affiliated with the Declarant) and (ii) mortgage said property, however, the rights of such mortgage of said property shall be subordinate to the rights of the Owners hereunder;
- (d) the right of the Association to suspend the Member's voting rights and the Member's and "Related Users" (as herein defined) right to use any recreational facilities within the Common Areas during any period in which the Maintenance Charge or any assessment against his Lot remains unpaid;
- (e) the right of the Association to suspend the Member's voting rights and the Member's and Related Users' right to use any recreational facilities within the Common Area, after notice and hearing by the Board of Trustees, for the infraction or violation by such Member or Related Users of this Declaration or the rules and Regulations, which suspension shall continue for the duration or such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation; and
- (f) the right of the Association, subject to the prior written approval of the Declarant, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, for such purposes and subject to the provisions of Section 8.13.

Section 5.05 Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his "family" (defined herein as those members of the Member's immediate family living in the Member's residence), his tenants, or contract purchasers who reside on the Property (collectively, the "Related Users"). If a Member leases his Lot to a tenant, the tenant, but not the Member, shall have the exclusive privilege of enjoyment of the Common Area and facilities of the Association during the term of said tenant's tenancy.

Section 5.06 Rental and Leasing. In no event shall any renting or leasing of residences be allowed unless the owner affirmatively obligates all tenants and other residents of the Lot to abide by this Declaration, the Bylaws, and the Rules and Regulations of the Association.

Section 5.07 Inspection Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VI MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association, in advance, an annual maintenance charge on January 10th of each year, (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the Lots and shall be a continuing lien upon the property against which each such Maintenance Charge and other charges and assessments are made. It shall be the duty of the Board of Directors to assess and collect the maintenance charge established by this Article and to utilize such funds for the maintenance and upkeep of the privately dedicated subdivision improvements located within the subdivision. If, for any reason, the Board of Directors shall fail to provide for the assessment and collection of such maintenance fee, or for the proper maintenance and upkeep of the privately dedicated subdivision improvements, then, the City Council of the City of Rosenberg, Texas, shall be authorized, but not required, to exercise such power in the place of the Board of Directors. In the event the City of Rosenberg, Texas shall advance its own funds to defray expenses of maintenance of the privately dedicated subdivision

