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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BORONDO PINES SUBDIVISION,
A SUBDIVISION IN GALVESTON COUNTY, TEXAS**

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS DECLARATION is made on the date hereinafter set forth by CHASE LODGE CORPORATION, a Texas Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property known as Borondo Pines, according to the map or plat thereof recorded in Volume 2003, Page 60, of the Map Records of Galveston County, Texas.

WHEREAS, it is the intent of Declarant to establish a uniform plan for the development, improvement and sale of the property (including any property later brought within the uniform plan), to ensure the preservation of the uniform plan for the benefit of both present and future Owners of the properties, and to delegate to an existing homeowner's association the powers to administer and enforce the covenants, restrictions, easements, charges and liens set forth herein.

NOW, THEREFORE, Declarant hereby declares that all the Lots in the Subdivision described below are held, and shall hereafter be conveyed, subject to the covenants, restrictions, easements, charges and liens (sometimes referred to herein collectively as "covenants and restrictions") as hereinafter set forth. These covenants and restrictions shall run with said property and shall be binding upon all parties having or acquiring any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

The following words when used in the Declaration shall have the following meanings:

Section 1. "Association" shall mean and refer to Borondo Pines Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a 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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of the Common Area.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) hereafter conveyed to or otherwise acquired by the Association for the common use and enjoyment of the Members of the Association.

Section 6. "Corner Lot" shall refer to a lot which abuts on more than one street.

Section 7. "Declarant" shall refer to Chase Lodge Corporation, its successors and assigns.

Section 8. "Declaration" shall refer to this Declaration of Covenants and Restrictions.

Section 9. "Member" shall refer to every person or entity holding a membership in the Association.

Section 10. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue or any thoroughfare as shown on the Subdivision Plat.

Section 11. "Subdivision" shall refer to Borondo Pines as set forth in the map or plat thereof recorded in Volume 2003 A, Page 60, of the Map Records of Galveston County, Texas.

Section 12. "Subdivision Plat" shall refer to the recorded map or plat of the Subdivision.

Section 13. "Developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot.

“Undeveloped Lot” shall mean any Lot which is not a Developed Lot, and “Improved Lot” shall mean any Lot on which a residence has been constructed.

Section 14. “Building Site” shall refer to one or more Lot(s) which contains, or is to contain, one single family dwelling. Anytime the word “Lot” is used in this document, it is understood to include the definition of “Building Site”.

Section 15. “Builder” shall refer to any person or company constructing improvements on a Lot for profit.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

Section 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the “Committee”) comprised of three persons to be appointed by Declarant, each of whom shall serve until his successor is appointed. The powers of the Committee, its successors and the designated representatives as provided for hereinbelow shall cease on the earlier of ten (10) years from the date of this instrument, or the date upon which all Lots subject to the jurisdiction of the Association have houses thereon occupied as residences, at which time the Committee’s duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s), provided, however, this provision shall not apply to a successor Committee appointed by the Association. Until such successor member or members have been so appointed, the remaining member or members shall have full authority to approve to disapprove plans submitted or to designate a representative with like authority.

No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee. Except as to liability by reason of gross negligence or intentional acts, no member of the Committee shall be personally liable for any actions committed in the scope of services performed as a member of the Committee.

Section 2. POWERS OF THE COMMITTEE. Borondo Pines Subdivision is limited to historical architecture homes constructed entirely of high quality materials. No building or other improvements shall be constructed or reconstructed in the Subdivision, and no exterior alterations therein shall be made until the plans showing the exterior elevations have been submitted for approval in writing by the Committee as to conformity and harmony of external design, brick color, paint color, and location in relation to surrounding structures and topography. In the event the Committee fails to approve and disapprove such plans with thirty (30) days after submission to the Committee, approval thereof shall be deemed to have been denied.

If an application is approved with conditions, the applicant then merely has to submit proof that the conditions have been met. The applicant does not have to restart the application process to have the application approved.

No construction of a building, structure, fence, wall, or other improvements shall be commenced until the contractor designated to perform such construction has been approved in writing by the Committee. For purposes of the preceding sentence, "contractor" shall mean only the general contractor when the work in question is the construction of a new dwelling, it being the intent that it is not necessary to obtain the approval of each subcontractor.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height and extent of fences, walls or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property, and a limited number of acceptable exterior materials including paint color, stains and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the Subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of development. All variance grants shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the variance is granted, listing conditions imposed on the granted variance and listing

specific reasons for granting of the variance. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a disapproval of the requested variance.

ARTICLE III

BORONDO PINES HOMEOWNERS ASSOCIATION, INC.

Section 1. ORGANIZATION. Declarant has caused or will cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collections, expenditure and management of the maintenance charge funds, enforcement of the Declaration, providing for the maintenance, preservations and architectural control (when the powers of the Committee terminate and the Committee's powers vest in the Association) within the Subdivision, the general overall supervision of all of the affairs and well-being of the Subdivision and the promotion of the health, safety and welfare of the residents within the Subdivision.

Section 2. BOARD OF DIRECTORS. The Association acts through a Board of Directors which manages the affairs of the Association as specified by the by-laws of the Association.

Section 3. MEMBERSHIP. Every Owner of a Lot shall be a member of the Association. Lot ownership is the sole requirement for membership, and no Owner shall have more than one membership even though the Owner's building site may consist of more than one Lot. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to the Lot.

Section 4. VOTING. The Association shall have two (2) classes of voting membership with respect to the Subdivision covered by this Declaration:

Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. If a Building Site consists of more than one Lot, the Owner of that Building Site shall be entitled to only one vote for that Building Site. When more than one individual or entity holds an ownership interest in a Lot, all such persons shall be Members, but in no event shall they be entitled to more than one vote with respect to that particular Lot. Holders of future interests shall not be considered as Owners for the purposes of voting hereunder.

Class B members shall be the Declarant. Class B members shall be entitled to five (5) votes for each Lot owned.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot within the subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed therefor, whether or not it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agrees to pay to the Association the following: annual assessments or charges and special assessments for capital improvements.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with interest, late fees, costs of collection, as hereinafter provided, and reasonable attorney's fees shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, late fees, costs and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge fell due, notwithstanding any subsequent transfer of title to such Lot. Upon a transfer of a Lot, the assessments accrued to the date of transfer must be paid in full.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums, and repair, maintenance and acquisition expenses incurred by the Association, and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways and esplanades in the Subdivision; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; employment of a professional management service; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; payment for accounting services; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services;

providing for the planting and upkeep of trees, grass and shrubbery on esplanades and easements and on the Common Properties; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Subdivision in neat and good order, or which they consider of general benefit to the Owners or occupants of the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$240.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by an amount equal to not more than ten percent (10%) above the maximum annual assessment for the previous year plus the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased to an amount in excess of ten percent (10%) of the maximum assessment for the previous year by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may from time to time levy a special assessment 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, including fixtures and personal property related thereto provided that any such assessment shall

have the assent of two-thirds (2/3) of the votes in each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. If a Building Site consists of more than one Lot, that Building Site shall be subject to the same amount of assessment as one single Lot.

Section 5. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 OR 4 HEREIN. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be mailed (by U. S. first class mail) to all members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Notice shall be deemed given on the date it is deposited in the U.S. mail. At the first such meeting called, the presence of members or of proxies entitled to cast a minimum of ten percent (10%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirements, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting to each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. RATES OF ASSESSMENT. All Lots shall commence to bear their applicable maintenance fund assessment simultaneously and Lots owned by Declarant are not exempt from assessment. All Lots shall be subject to the annual assessment determined by the Board of Directors in accordance with provisions of Sections 3 and 7 hereof, except Lots which are owned by Declarant, a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the full annual assessment. The rate of assessment for an individual Lot, within a calendar year, shall change as the character of ownership and occupancy changes and the applicable assessment for such Lot shall be prorated according to the applicable rate for each type of ownership and occupancy.

Section 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessments provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The annual assessment shall thereafter become due on January 1 of each year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance

of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner, but may deliver such certificate to any party who, in the Association's judgment, has a legitimate reason for requesting same.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum and shall also be subject to a late fee in an amount to be set by the Board of Directors. If any assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the Vendor's Lien herein retained against the Lot. Interest, late fees, costs of collection, costs of court, and reasonable attorney's fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its representative the right and power to institute and maintain an action against such Owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien. No Owner may waive or otherwise escape said Vendor's Lien and liability for the assessments provided for herein by non-use of any Common Areas. If an Owner abandons or divests himself or herself of ownership of a Lot, he or she is still responsible for any annual or special assessment that become due and payable during the time when such Owner owned the Lot.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Association, but the Vendor's Lien shall be subordinate to any valid purchase money lien or valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect the Vendor's Lien provided, however, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge 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 for hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the Vendor's Lien herein retained to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

Section 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

Section 11. OTHER ASSESSMENTS. In the event that the Association incurs costs or expenses of any kind for maintenance, repair of damages or other activities that are caused by the negligence or failure to act of a Member, then the Association is entitled to full and prompt reimbursement by that Member for all costs incurred. In the event that the Member does not pay, then the Association shall be able to take those actions and use those remedies outlined in this Article V.

ARTICLE V

USE RESTRICTIONS

Section 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses for rental purposes or apartment houses. Garage apartments may be used for rental purposes as long as there are no more than four cars being used by occupants of the Lot and there is compliance with Section 4 of this Article V. No trade or business may be conducted in or from any lot and/or residence, except that an Owner of the residence may conduct business activities within the residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve unreasonable visitation to or from the residence by clients, customers, suppliers or other business invitees; and (iv) the business activity is ancillary to the residential use of the Lot and does not diminish the residential character of the Property, or constitute a nuisance or a hazardous or offensive use, or threaten the security or

safety of the other residents in the Property. The determination of whether a business activity satisfies the foregoing requirements set forth in clauses (i) through (iv) above in this paragraph shall be made by the Board of Directors in their sole and absolute discretion. The business activity prohibition will not apply to the use of any residence by Declarant or any Builder as a model home, construction office and/or sales office; or the use by Declarant or any Builder of any Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot by Declarant or any Builder.

Section 2. ANIMALS AND LIVESTOCK. Consistent with its use as a residence, dogs and cats may be kept on a Lot, provided that (a) they are not kept, bred or maintained for any business purposes, (b) that no more than four (4) such pets shall be kept on a Lot and (c) that the perimeter boundary of the Lot upon which such pets are being kept is fenced with a fence adequate to retain such pets and constructed in compliance with Article VI, Section 8 and/or any fence regulations promulgated by the Architectural Control Committee. No dog allowed by this Section shall be allowed outside the Lot upon which it is being kept unless restrained by an appropriate leash. The Board of Directors shall have the authority to authorize capture and removal of any dogs running loose in the Subdivision without a leash. No other type of animal except small household pets such as hamsters, fish and birds shall be allowed in the Subdivision without the prior written consent of the Board of Directors. Any animal waste deposited on Common Property must be removed and disposed of by the animal's owner.

Section 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance to residents of the Subdivision.

Section 4. STORAGE, PARKING AND REPAIR OF VEHICLES. There shall be no parking on the street during the hours from 10:00 p.m. to 6 a.m.

No motor vehicle may be parked or stored on any part of any Lot unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, or pickup trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas, and which do not exceed six feet, six inches (6'6") in height, or seven feet, six inches (7'6") in width, or twenty-one feet (21') in length.

No camper, motorhome, trailer, boat, marine craft, hover craft, aircraft, non-motorized vehicle, machinery or equipment of any kind may be parked or stored on any part of any Lot unless such vehicle or equipment is completely concealed from public view inside a garage or other approved enclosure.

No Owner of any Lot in the Subdivision or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. For the purposes of the foregoing term, "temporary" shall mean that the vehicle shall not be worked on in driveways in excess of forty-eight (48) hours.

Section 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 10:00 p.m.

Section 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary containers constructed of metal, plastic or masonry materials with tight-fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing and kept out of public view except on garbage pickup days. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

Section 7. BUILDING MATERIALS. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by a builder in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure

on the Lot. Under no circumstances shall building materials be placed or stored on the street paving.

Section 8. MINERAL PRODUCTION. No drilling, developing operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot. Declarant waives its right to use the surface of any Lot for the exploration, development or production of oil, gas or other minerals from the mineral estate, if any, owned and retained by Declarant.

ARTICLE VI

ARCHITECTURAL RESTRICTIONS

Section 1. TYPE OF RESIDENCE. Only one detached single family primary residence shall be permitted on each Lot, along with private swimming pool, tennis court or other recreational facilities, garden or storage sheds, barn and private garages for no more than four automobiles. Prior approval of the Architectural Control Committee must be obtained for every structure. Carports on Lots are prohibited. All structures shall be of new construction and no structure or building of any kind shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

Section 2. LIVING AREA REQUIREMENTS. No dwelling located within the Subdivision shall contain less than 1400 square feet of living area for a single story dwelling or 1700 square feet of living area for a two story dwelling, exclusive of open porches and garages.

Section 3. LOCATION OF RESIDENCE ON LOT. No building shall be located on any Lot nearer to the front lot line or nearer to the side lot line or side street than the minimum building setback lines shown on the recorded Plat. The Architectural Control Committee shall be empowered to grant exceptions for minor variances in any direction in house locations. For the purpose of this provision, eaves, steps, box-type windows and unroofed ground level terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any improvement within the specified side or rear lot line setbacks or upon another Lot.

Section 4. TYPE OF CONSTRUCTION. The predominant exterior materials of the main residential structure, the garage and any other secondary structures, whether attached or

detached, shall be masonry, fiber cement exterior siding such as Hardiplank, stucco, stone or wood, or a similar quality material approved by the Architectural Control Committee.

Section 5. TEMPORARY BUILDINGS. Temporary buildings or structures and prefabricated homes shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

Section 6. DRIVEWAYS. On each Lot the Builder shall construct, and the Owner shall maintain at his expense, the driveway from the garage to the abutting street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. Five (5) foot wide sidewalks shall be installed along the front of each Lot and shall be maintained by the Owner at his expense.

Section 7. ROOF MATERIAL. Roofing materials may include composition shingles having a minimum weight classification of 320 pounds per square, slate, clay or concrete tiles. Composition shingle roofs shall be comparable in color to weathered wood shingles and comparable in surface textural appearance to wood shingles. Colors for slate, clay, or concrete tile roofs shall be approved individually by Declarant or its assignee. Any other type of roofing material shall be permitted at the sole discretion of the Declarant or its assigns upon written request.

Section 8. FENCES. White vinyl picket fences no more than three (3) feet in height may be constructed in front of the front building setback line but no further forward than the back edge of the sidewalk paralleling the street. Unless otherwise approved by the Architectural Control Committee, all fences along the side and back property lines must be three rail vinyl fences and must comply with these restrictions and any guidelines promulgated by the Architectural Control Committee. No wooden board fences shall be allowed as perimeter fencing. In the case of homes where small children or pets are present, vinyl lattice may be mounted inside the three rail fence, but must have prior approval of the Architectural Control Committee. Fences surrounding pools may be white vinyl privacy fences, must comply with any applicable municipal or state code, and must also have prior approval of the Architectural Control Committee. The Owner of any Lot upon which the

Developer, Builder, or Owner has constructed a fence shall be responsible for the maintenance and repair of said fence. All fences must be kept in a state of good repair.

Because rear yards will be clearly visible, all rear yards must be maintained in a neat, well kept manner, and there shall be no storage of miscellaneous items or debris in public view.

Section 9. GRASS, SHRUBBERY AND LANDSCAPING. The Owner of each Lot used as a residence shall solid sod with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Committee. In as much as possible, native and indigenous plants shall be used in landscaping and plantings throughout the subdivision with emphasis on plants and trees that provide food and shelter to wildlife.

Grass and weeds shall be kept mowed to prevent unsightly appearance. If not mowed and edged by the Owner within ten (10) days after a written request to do so is made by the Association, then the Association shall have the right to cause the mowing and edging to be performed and add the cost thereof to the defaulting Owner's assessment. Dead or damaged trees which might create a hazard to property or persons within the Subdivision shall be promptly removed or repaired, and if not removed by Owner upon request, then the Declarant or Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other aboveground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

Section 10. SIGNS. No sign, 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 for the following: (i) one (1) professionally made sign not more than forty-eight inches (48") square advertising an Owner's dwelling for sale or rent may be placed on such improved Lot; (ii) one (1) sign not more than forty-eight inches (48") 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 six (6) month period; (iii)

security service signs and (iv) political signs in a limited number and for a limited time period before elections. The number of political signs per Lot and the time period for display will be established by the Board of Directors. The Board reserves the right to restrict the size and placement of political signs. The Association shall have the right to remove any sign, advertisement or billboard which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with or arising from such removal. The Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

Section 11. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within the triangular area formed by the Lot line abutting a Street, the edge line of any driveway or alley pavement and a line connecting them at point ten (10) feet from their intersection.

Section 12. ANTENNAS AND SATELLITE DISHES.

- (a) Dish antennas with a diameter of over one meter require ACC approval prior to installation. These dishes must be installed in the rear of the residence and below the top of the fence and must be located so as not to be visible from perimeter streets, common areas or adjacent lots.
- (b) Dish antennas of one meter or less in diameter may be installed without prior approval of the ACC. If possible these dishes are to be located so as not to be seen from fronting streets, and the preferred location is in the rear of the residence.

Section 13. COMPOSITE BUILDING SITES AND RESUBDIVIDING. Any Owner of one or more adjoining Lots may consolidate such Lots into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which event setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots on the recorded plat of Borondo Pines. Any revision of lot sizes may be made only with written approval of Declarant. Subdividing or re-subdividing of any Lot, including a consolidated Lot, is not allowed without the prior written approval of the Declarant.

Section 14. MAILBOXES. In the event the U.S. Postal Service requires the installation of some type of centralized mail delivery service such as use of Neighborhood Box Units, the concrete slabs upon which such units are to be placed will be constructed by the Declarant within the street right of way and the Owner of the Lot abutting the immediate area where such slab and unit are located shall be responsible for maintaining the neat and attractive appearance of the area surrounding the said unit.

Section 15. AIR CONDITIONERS. No window cooling or heating units shall be allowed in any window or other opening that may be viewed from any portion of the Property. This prohibition does not apply to any building used by Declarant or Builder during the completion and sale of all construction of this subdivision.

Section 16. PRIVATE UTILITY LINES. All electrical, telephone and other utility lines which are located on a Lot, and are not owned by a governmental entity or public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 17. EXTERIOR MAINTENANCE ON IMPROVEMENTS. All improvements on a Lot must be maintained in a state of good repair and shall not be allowed to deteriorate. Requirements shall include, but not be limited to, the following:

- (a) All painted surfaces must be clean and smooth with no bare areas or discolored or peeling paint, and all surfaces must be free of mildew.
- (b) All rotted and damaged wood must be replaced and any damaged brickwork repaired.
- (c) Gutters must be kept in good repair and not allowed to sag or hang down.
- (d) Roofs must be in good repair with no missing or curling shingles.
- (e) All glass surfaces must be whole.
- (f) Garage doors must be undamaged and in good repair.
- (g) Fences and gates must be kept in good repair.

Section 18. ENFORCEMENT OF EXTERIOR MAINTENANCE AT VACANT PROPERTY. In the event of violation of any covenant or restriction herein by any Owner of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner has not proceeded with due diligence to complete appropriate lawn maintenance, repairs, painting and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain and restore the

Lot and the exterior of the residence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The Association may render a statement of charges to the Owner of such Lot for the cost of such work. The Owner agrees by the purchase of the Lot to pay such statements immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the lien herein retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

ARTICLE VII

EASEMENTS

Section 1. EXISTING EASEMENTS. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and the Subdivision Plat further establishes dedications, limitations, reservations and restrictions applicable to the Lots. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments certain other easements and related rights affecting the Lots. All dedications, limitations, restrictions and reservations shown on Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Lots are incorporated herein by reference and made a part of this Declaration for all purposes, 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 any part of the Lots.

Section 2. CHANGES AND ADDITIONS. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes (including, without limitations, gas, electricity, telephone, cable and drainage) in favor of any

person or entity furnishing or to furnish utility services to the Properties, along and on either or both sides of any side lot line, which such easements shall have a maximum width of five (5) feet on each side of such side lot line.

Section 3. CABLE TV. Declarant reserves the right to enter into a franchise or similar type agreement with one or more Cable Television Companies and Declarant shall have the right and power in such agreement or agreements to grant to such Cable Television Company or Companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above and Declarant does hereby reserve unto itself, its successors and assigns the sole and exclusive right to obtain and retain all income, revenue and other things of value paid or to be paid by such Cable Television Companies to Declarant pursuant to any such agreements between Declarant and such Cable Television Companies, provided, however, that from and after such time as pursuant to Article III, Section 4 hereinabove, the Class B membership ceases, the right to all revenue, income and other things of value paid by such Cable Television Companies shall be assigned to the Association by Declarant.

Section 4. TITLE TO EASEMENTS AND APPURTENANCES NOT CONVEYED. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, or telephone way or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agent through, along or upon any Lot or any part thereof that serves said Lot or any other portion of the Lots, and 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 in Declarant.

Section 5. INSTALLATION AND MAINTENANCE. There is hereby created an easement upon, across, over and under all of the Lots for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas, and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances

thereto, on, above, across and under the Lots within the public utility easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Lots until approved by Declarant or the Association's Board of Directors. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of the Lots abutting such easements.

Section 6. EMERGENCY AND SERVICE VEHICLES. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles and other service vehicles to enter upon the Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officer, agents, employees and management personnel to enter the Lots to render any service.

Section 7. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An underground electric distribution system will be installed within the Subdivision and shall embrace all Lots in the Subdivision. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot 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 the residence constructed on such Owner's Lot. For so long as this service is maintained, the electric service to each Lot therein shall be underground.

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings,

patios or other paving, and neither Builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

Section 8. DRAINAGE EASEMENTS. Declarant hereby grants, dedicates and creates two (2) foot drainage easements adjacent to the two Side Lot lines of each Lot within the Subdivision in favor of the Association for the purpose of maintaining drainage ditches and swales. The Owners of such Lots shall not plant, install or otherwise maintain any shrubbery, vegetation or trees or build or allow to stand any structure or other improvement in such easement area without the prior written consent of the Architectural Control Committee being first obtained. A fence may be placed on or across the easement only if the design thereof is approved in writing by the Committee prior to its installation and such fence does not obstruct the natural drainage pattern of such easement.

ARTICLE VIII ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants and restrictions contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Costs and reasonable attorney's fees incurred by the Association in any such enforcement action shall be reimbursed to it from any Owner found to be in violation of the covenants and restrictions, and such charge when unpaid for thirty days after being billed to the Owner shall become a part of the lien on the property and collectable as allowed by Article IV, Section 8 hereinabove. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association or its agent, the right and power to bring all actions against such Owner personally for the collection of such charges. No Owner may waive or otherwise escape liability for the charges provided for herein by non-use of the Community Properties (if any) or abandonment of his Lot.

ARTICLE IX

GENERAL PROVISIONS

Section 1. TERM. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive period of ten (10) years each, unless an instrument signed by the Owners of seventy-five percent (75%) of the Lots has been recorded agreeing to terminate the covenants and restrictions in whole or in part.

Section 2. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporation (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 4. TITLES. The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

Section 5. INTERPRETATION. If this Declaration or any work, 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.

Section 6. 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 is omitted, 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.

Section 7. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. REPLATTING. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded Plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the Subdivision Plat and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein. Any such replat must comply with all local and state replatting ordinances, statutes, regulations and requirements.

Section 9. AMENDMENT. This Declaration may be amended at any time by an instrument executed by the members holding two thirds (2/3) of the votes in the Subdivision.

The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing, duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that such amendment shall be consistent with, and in furtherance of, the general plan and scheme of development as evidenced by the Declaration and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

Section 10. COMMON AREA. Every Owner has a right and easement of enjoyment to the Common Area, if any, which is appurtenant to the title to the Lot. Common Area cannot be mortgaged or conveyed without the consent of the holders of at least two thirds (2/3) of the votes in the subdivision, exclusive of Declarant. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to Lot Owner's easement.

ARTICLE X
ANNEXATION

Additional property may be annexed into the jurisdiction of the Association by recorded restrictions so stating upon the consent of two-thirds (2/3rds) of the votes of each class of Members of the Association provided, however, property contiguous to Borondo Pines, according to map or plat thereof recorded in Volume _____, Page _____, may be annexed by Declarant without such approval by the Membership. The Owners of Lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Community Properties that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to at least the annual maintenance assessment imposed hereby.

CHASE LODGE CORPORATION

BY: Dwain Evans
Dwain Evans, Vice President

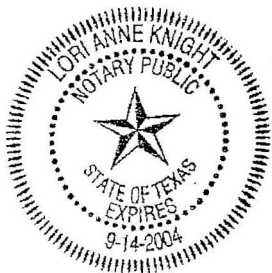
THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 3rd day of December, 2003, by DWAIN EVANS, Vice President of Chase Lodge Corporation, a Texas corporation, on behalf of said corporation.

Lori Anne Knight
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(Stamp or Print Name of Notary)



Dwain Evans PAID
5426 Fairdale Lane
Houston, TX 77056-6607