

STATE OF TEXAS §
COUNTY OF HARRIS §

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ARTICLE I DEFINITION OF TERMS

The following words when used herein shall have the following meanings when capitalized (unless the context requires otherwise, and the term is then not capitalized):

- A. "ACC"** means the Architectural Control Committee established for the Property as set forth in Article VII, Section A.
- B. "Assessment"** means the assessment levied against all Lots for the purposes set out in Article XII, Section C, or for any other charge authorized by this Declaration, the Bylaws, or Rules and Regulations.
- C. "Architectural Guidelines"** mean a publication of the ACC, if any, that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any lot, which publication may be amended without notice to owners.
- D. "Association"** means La Reserva Homeowners Association, a Texas non-profit corporation, its successors, assign, or replacements which has jurisdiction over all properties located within the land encumbered under this Declaration, as same may be amended from time to time as additional property is annexed into the Twelve Oaks as allowed under this Declaration.
- E. "Board"** means the duly elected Board of Directors of the Association.
- F. "Builder"** means an individual or entity that purchases multiple Lots from the Declarant for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. "Builder" shall not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or re-constructing or replacing a Dwelling after demolition or destruction, either partial or complete.
- G. "Building Guidelines"** means general guidelines, if any, as to construction types and aesthetics as set by the ACC, which may be changed without notice to the Owners.
- H. "By-Laws"** means the By-Laws of La Reserva Homeowners Association as they may be amended from time to time.
- I. "Common Area"** means all real property owned in fee or held in easement by the Association, if any, for the common use and/or enjoyment of the Owners and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.

J. "Declarant" means Twelve Oaks Subdivision, LLC, a Texas limited liability company, as successor to La Reserva Gated Community, LLC, pursuant to that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Twelve Oaks, Section One, dated February 14, 2020, and recorded on March 11, 2020, under File Number RP-2020-111688 in the Official Public Records of Harris County, Texas, pursuant to which the rights of Developer and Declarant were assigned and transferred to Twelve Oaks Subdivision, LLC. The term "Declarant" shall also include any successor or assign of Twelve Oaks Subdivision, LLC to whom such Declarant rights are subsequently validly assigned or transferred in accordance with this Declaration and applicable law.

For purposes of this Declaration, any reference in the Declaration or any prior amendment or governing instrument to the "Developer" shall, with respect to the rights validly assigned or transferred to Twelve Oaks Subdivision, LLC, be deemed to refer to the "Declarant" as defined herein.

K. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Twelve Oaks, Section One, or any other property brought under the control of this document, or any supplemental declaration and/or amendment thereto.

L. "Dwelling" means a structure or structures intended for residential use.

M. "Lot" means a parcel of property as defined by the recorded plat and/or any subsequent replat, identified as a single lot in the Map Records of Harris County, Texas, and subject to the encumbrances set forth in this Declaration.

N. "Member" means an Owner, as defined in this article, who is in good standing per Article IV, Section A, "Eligibility."

O. "Owner" means an owner of any portion of the Property. Persons or entities holding title only as a lienholder shall not be an Owner for purposes of this Declaration.

P. "Property" means all the property subject to this Declaration as same may be amended and/or supplemented from time to time as additional property is annexed into the Subdivision, as allowed under this Declaration.

Q. "Recreational Sites" means Common Area, if any, that is set aside for use as recreational facilities, reserves, or green space and is encumbered by this Declaration, a recorded plat, or both.

R. "Reserve "A" means the portion of the Property shown as and labeled Reserve "A" on the subdivision plat for Twelve Oaks (hereinafter defined).

S. "Reserve "B" means the portion of the Property shown as and labeled Reserve "B" on the subdivision plat for Twelve Oaks (hereinafter defined).

T. "Reserve "C" means the portion of the Property shown as and labeled Reserve "C" on the subdivision plat for Twelve Oaks (hereinafter defined).

U. "Reserve "D" means the portion of the Property shown as and labeled Reserve "D" on the subdivision plat for Twelve Oaks (hereinafter defined).

V. "Reserves" means, collectively, Reserve "A", Reserve "B", Reserve "C", and "Reserve "D".

W. "Special Assessment" means an assessment levied under Article XII, Section E for a specific purpose.

X. "Subdivision" Twelve Oaks, Section One Subdivision, located in Houston, Harris County, Texas, as more particularly described in the Plat recorded at Film Code No. 488026 of the Map Records of Harris County, Texas, which may be amended and/or supplemented as additional land is annexed into the Subdivision by the recording of a Supplemental Amendment.

Y. "Supplemental Amendment" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant (and the Owner of the property) which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to the instrument recorded by the Association pursuant to Article III, Section B, of this Declaration to subject additional property to this Declaration.

Z. "Development Phase" or "Development Period" shall mean the period commencing upon the effectiveness of this Declaration and continuing until terminated solely in accordance with the express provisions set forth below:

(i) the planning, platting, construction, subdivision, or improvement of infrastructure, amenities, or Common Areas within the Subdivision; and

(ii) the marketing, leasing, or sale of Lots or Dwellings within the Property for residential, commercial, or investment purposes, as contemplated by the Declarant's development plan.

In accordance with the Texas Property Code, the restrictive covenants set forth in this Declaration shall run with the land and be binding upon all Owners, successors, and assigns, unless and until affirmatively amended or limited in duration pursuant to the procedures outlined herein.

The Development Phase shall continue until both of the following conditions have occurred: The Declarant has conveyed 100% of all Lots or Dwellings held for sale to third-party purchasers; and The Declarant has formally and in writing transferred administrative and governance authority over the Subdivision and the Association to the duly elected Board of Directors of the Homeowners Association (HOA), in accordance with the terms of this Declaration, the Association's Bylaws, and applicable law, including Texas Property Code, which governs the transition of control to homeowners in residential subdivisions.

Until such time, the Declarant shall retain all rights, privileges, exemptions, and powers expressly reserved under this Declaration and applicable law, including without limitation the exclusive authority to: Amend or supplement the Declaration, in accordance with Texas Property Code; Exercise architectural and design control

as permitted under Texas Property Code; Manage or approve construction activities, and Control the Board and voting interests of the Association, subject to any statutory limits.

The termination of the Development Phase shall not impair or limit any rights vested in the Declarant prior to such transfer unless expressly waived in writing.

Notwithstanding anything contained in this Declaration, the Bylaws, Rules and Regulations, Architectural Guidelines, or any other governing document to the contrary, during the Development Phase the Declarant shall retain and may exercise, in its sole and absolute discretion and without the vote, consent, approval, or joinder of the Association, Board, Owners, or any other person, all rights, powers, privileges, exemptions, approvals, and authorities expressly reserved to the Declarant under this Declaration, to the fullest extent permitted by applicable law. In the event of any conflict or ambiguity, the provisions reserving rights and authority to the Declarant during the Development Phase shall control.

No transfer of administrative or governance control of the Association shall, by itself, constitute a transfer, waiver, relinquishment, or termination of any development right, easement, approval right, exemption, privilege, or other right vested in or reserved to the Declarant unless such right is expressly identified and transferred or waived in a written instrument executed by the Declarant.

ARTICLE II PURPOSE AND INTENT

The Subdivision as initially planned, is intended to be a residential development that is planned to feature residential uses. The Subdivision includes four (4) reserves that may be used for residential and/or commercial development, for green belt, flood water and landscape purposes, or any other use as determined exclusively by the Declarant.

ARTICLE III PROPERTY SUBJECT TO RESTRICTIONS

A. Initially Encumbered Property.

The property initially subject to this Declaration, and therefore constituting part of the Subdivision, is more particularly described in the plat thereof recorded under Film Code No. 488026 of the Map Records of Harris County, Texas.

B. Annexation of Additional Property.

The Declarant reserves the exclusive right to annex any additional property. Such annexation shall be accomplished by the execution and filing for record of a Supplemental Amendment setting forth the land being annexed and/or the specific restrictions relating to such property, if different, provided the maintenance fee provision shall be uniform as to all Lots.

C. De-annexation of Property.

The Declarant shall have the unilateral and exclusive right, in its sole and absolute discretion, to de-annex, withdraw, or remove from the Subdivision any Lot, tract, parcel, or other portion of the Property that the Declarant determines appropriate or desirable, without the consent or approval of the Association, the Board of Directors, or any Owner, subject only to applicable law. Any such de-annexation shall become effective upon the execution and recording by the Declarant of an appropriate amendment or instrument in the real property records of the county in which the affected property is located.

ARTICLE IV HOMEOWNERS ASSOCIATION

The Declarant established a Homeowners Association, which shall be responsible for the administration and enforcement of the Covenants, Conditions, and Restrictions (CC&Rs) of the Subdivision. The Association shall assume only those rights, powers, duties, and authorities of the Declarant that are expressly transferred to the Association by the Declarant in a written instrument executed by the Declarant. No right, power, privilege, exemption, easement, approval authority, development right, governance right, or other authority reserved to the Declarant shall be deemed transferred, waived, terminated, or relinquished solely by reason of the sale or conveyance of any or all Lots or other portions of the Property. The Association shall be governed in accordance with the Texas Property Code and all other applicable laws of the State of Texas. During the Development Phase, the Homeowners Association ("HOA") shall be responsible for ensuring compliance with the restrictions set forth in this Declaration and shall oversee that all construction, use, and improvements within the Subdivision conform to the terms and conditions herein, subject at all times to the rights, powers, authority, and control reserved to the Declarant during the Development Phase.

The Homeowners Association ("HOA") shall be governed as follows:

A. Eligibility.

Eligibility to vote or to serve as a representative, director, or officer—following the expiration of the term of the initial Board of Directors—shall be contingent upon the Member being in good standing with the Association.

A Member shall be considered in good standing if all assessments, of any type or category, are paid in full and current, and there are no outstanding or delinquent financial obligations owed to the Association.

Furthermore, any Member who is recorded in the Association's records as having a deed restriction violation on one or more Lots within the Subdivision shall be ineligible to vote or to hold any position of office within the Association.

B. Membership.

The sole criterion for becoming a Member of the Association is ownership of title to a Lot within the Subdivision. This does not include any party holding merely a security interest—such as a mortgagee or lienholder—unless such party has foreclosed and thereby acquired title to the Lot(s), at which point membership shall apply.

Membership is appurtenant to and runs with the land; it is not severable from ownership and may not be independently transferred, sold, or conveyed to any other person or entity.

In the case of multiple owners of a single Lot, those owners must jointly determine how to exercise their voting right, but only one vote per Lot is permitted, and no fractional or split votes shall be allowed. The vote for any Lot must be cast as a whole, either entirely in favor or entirely in opposition to a matter.

All duties and obligations established in this Declaration shall be the responsibility of each Member. No waiver of use or enjoyment of the rights created by this Declaration shall relieve any Member, or their successors or assigns, from such duties and obligations.

Mandatory membership shall begin upon the execution of this Declaration and shall automatically transfer with title to the Lot to any subsequent grantee, successor, or assignee, regardless of the method of conveyance.

In consideration of payment of Assessments, all Lot Owners within the Subdivision including any future annexed sections, if applicable, shall have the right to the use and enjoyment of the Subdivision's recreational facilities.

C. Voting Rights.

The Association shall have two classes of membership, Class A and Class B, as follows:

1. Class A Membership.

Class A Members shall include all Members except Class B Members, if any.

The voting rights of each Class A Member shall be based on the number of Lots owned and shall be allocated as follows:

One (1) vote shall be assigned to each Lot owned by a Class A Member.

2. Class B Membership.

Class B Members shall include the Declarant and any Owners upon whom the Declarant, in its sole discretion, confers Class B Membership status.

The voting rights of each Class B Member shall be based on the number of Lots owned, and shall be determined as follows:

Ten (10) votes per Lot shall be granted to Class B Members. Notwithstanding the foregoing, the Declarant's Class B Membership status, governance rights, and authority to appoint and remove members of the Board during the Development Phase shall not be dependent upon the Declarant's continued ownership of any Lot or other portion of the Property.

The Declarant shall retain Class B Membership status and control and authority to appoint and remove the members of the Board of Directors throughout the Development Phase; provided, however, that any Board position required by applicable law to be elected by Owners other than the Declarant shall be elected in accordance with such applicable law. Except for any such Owner-elected position required by applicable law, the Declarant shall retain the exclusive authority to appoint and remove the remaining members of the Board throughout the Development Phase.

Only upon termination of the Development Phase and the Declarant's express transfer of control and authority to the Association by written instrument executed by the Declarant shall any remaining Class B Members be converted to Class A Members. Thereafter, elections shall be held to elect the members of the Board of Directors of the Association in accordance with the Articles of Incorporation and Bylaws of the Association.

D. Voting Procedures.

Class A and Class B members shall exercise their votes as set out in the By-Laws.

**ARTICLE V
EFFECTIVE DATE**

This Declaration of Covenants, Conditions, and Restrictions shall become effective immediately upon its recordation in the Official Public Records of Harris County, Texas.

**ARTICLE VI
USE RESTRICTIONS**

A. Residential Uses Permitted.

Residential Lots within the Subdivision shall be used exclusively for residential purposes.

Multifamily dwellings may be constructed on any Residential Lot, with no restriction under this Declaration as to the number of dwelling units or families permitted within such structure, provided that the structure complies with the overall architectural design and aesthetic of the Subdivision and all applicable governmental requirements.

In the case of a multifamily dwelling, the building must include adequate facilities for living, sleeping, cooking, and dining within the structure.

Owners shall have the right to lease their Lots or Dwellings within the Subdivision. The Association may not prevent or restrict an Owner from leasing the Owner's property for residential use.

All leases, whether long-term or short-term, shall be for residential purposes only. No commercial use, business activity, or non-residential occupancy of any leased premises shall be permitted under any circumstance. Subdivision or partition of any Residential Lot is strictly prohibited.

The Association may enforce all use and occupancy restrictions applicable to the Subdivision. Therefore, any rental activity must comply with all provisions of this Declaration, the Association's Bylaws, the Architectural Guidelines, and any duly adopted rules, policies, or compliance procedures.

The Association may not require Owners to submit lease agreements or obtain pre-approval for tenants, except to the extent otherwise permitted by law (e.g., for gate access registration, emergency contact, or amenity credentials).

The Owner of any Lot shall remain fully and solely responsible for ensuring that all tenants, occupants, guests, and invitees strictly adhere to the Association's governing documents and community rules. Any violation by a tenant, guest, or occupant shall be deemed a direct violation by the Owner. The Association may take any enforcement action, including the imposition of fines, legal action, or self-help remedies, as permitted by the Association's Compliance and Fine Policy.

This Article may not be amended, modified, supplemented, or repealed, in whole or in part, without the written approval of one hundred percent (100%) of the Owners of all Lots within the Subdivision; provided, however, that during the Development Phase, the Declarant shall have the sole, exclusive, and unilateral right, in its sole and absolute discretion, to amend, modify, supplement, restate, or repeal this Article, in whole or in part, without the consent, approval, vote, joinder, or authorization of the Association, the Board of Directors, any Owner, or any other person or entity, subject only to applicable law. The exercise of such right by the Declarant shall not require notice to or approval from any Owner or the Association, except to the extent expressly required by applicable law. Following termination of the Development Phase, any amendment, modification, supplementation, or repeal of this Article shall require the written approval of one hundred percent (100%) of the Owners of all Lots within the Subdivision.

B. Non-Permitted Uses.

1. No trade or business may be conducted in or from any Dwelling or Homesite, except such use within a Dwelling where:

- a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling.
- b) The business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property.
- c) The business activity does not involve visiting the Dwelling or Homesite by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Subdivision.
- d) 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 Subdivision, as may be determined in the sole discretion of the Board.

A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility is expressly prohibited.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods for or to people other than the provider's family, regardless of whether:

- i) Such activity is engaged in full or part-time;
- ii) Such activity is intended to or does not generate a profit; or
- iii) A license is required therefor.

Notwithstanding the foregoing, the leasing or rental of a Dwelling, whether for long-term or short-term residential occupancy, shall not constitute a trade, business, commercial activity, or other prohibited use under this Section. The use of a Dwelling as a rental property, whether pursuant to a long-term lease, short-term rental agreement, or other lawful residential rental arrangement, shall constitute a permitted residential use, provided that the Dwelling is used primarily for residential occupancy and not for any separate commercial or non-residential purpose.

The restrictions contained in this Section shall not apply to the Declarant, or to any builder, contractor, developer, or other person or entity authorized by the Declarant, with respect to any activity related to the development, construction, marketing, leasing, management, or sale of Lots, Dwellings, or other portions of the Property.

Garage sales, yard sales, estate sales, and similar sales conducted from any Lot or Dwelling are expressly prohibited.

2. No livestock, domestic or wild animals, nor plants or crops shall be raised on any Homesite or the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants or products for anything of value to the seller shall constitute a sale of the merchandise and therefore prohibited under this provision.

C. Parking and Prohibited Vehicles.

No motorized or non-motorized vehicle, trailer, boat, marine craft, recreational vehicle (RV), camper, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any Lot, easement, or right-of-way unless fully concealed from public view within a garage or an enclosure approved by the Architectural Control Committee (ACC).

Vehicles displaying commercial signage or advertising may not be parked in public view within residential areas of the Subdivision, except for service vehicles actively performing authorized work at a Homesite.

No vehicle with more than two axles may be parked or stored in any residential area for more than twelve (12) hours per week without the prior written approval of the Association, which may grant or deny such approval in its sole discretion.

D. Permitted Vehicles.

1. The following vehicles may be parked in the driveway of a Lot, provided that they:
2. Are passenger vehicles, including automobiles, passenger vans, motorcycles, or non-commercial pickup trucks;
3. Are in operable condition;
4. Have current registration and any inspection required by applicable law;
5. Are regularly used on public roads and highways;
6. Do not exceed six feet ten inches (6'10") in height or eight feet (8') in width; and
7. Do not display any signage, lettering, logos, or commercial advertising.

E. Prohibited Vehicles and Conditions.

1. Commercial Vehicles. Any vehicle bearing commercial signage, lettering, logos, or advertising is prohibited from being parked in public view within the Subdivision, except while a contractor or service provider is actively performing construction, repair, maintenance, or other authorized work at a specific property.
2. Trailers. Trailers of any size, type, or configuration are prohibited from being parked or stored on any Lot, driveway, street, easement, or right-of-way unless fully concealed within an enclosed garage or ACC-approved enclosure.
3. Grass and Sidewalks. No vehicle may be parked on any grass or landscaped area, or in any manner that obstructs a sidewalk.
4. Street Parking. Street parking exceeding a total of seven (7) days, whether consecutive or cumulative, in any calendar month shall be considered storage and is prohibited.
5. Maximum Number of Vehicles. No more than three (3) permitted vehicles may be parked in the driveway of any Homesite at the same time.
6. Vehicle Condition and Registration. All vehicles parked in public view must be fully operable, properly registered, and in compliance with all applicable inspection requirements and laws.
7. Stored Vehicles. Vehicles that are inoperable, abandoned, or not regularly used for transportation shall be considered stored and must be removed from the Subdivision or fully concealed within an enclosed garage.
8. Vehicle Repairs. Vehicle repair or maintenance work is prohibited on driveways, streets, or other areas visible from public view. Such work must be performed entirely within an enclosed garage or ACC-approved structure.
9. Damaged or Deteriorated Vehicles. Vehicles that are visibly damaged, deteriorated, or in a state of disrepair are prohibited from being parked or stored in public view within the Subdivision. This includes vehicles with significant collision damage, missing or damaged body panels, broken windows or lights, substantial paint damage, exposed primer, or other visible conditions that materially detract from the appearance of the Subdivision. Such vehicles must be fully concealed within an enclosed garage.

F. Recreational and Oversized Vehicles.

Recreational vehicles, including RVs, motorhomes, campers, travel trailers, boats, and similar recreational equipment, shall not be parked or stored on any Homesite, driveway, street, easement, or right-of-way, except temporarily for the sole purpose of loading, unloading, cleaning, or preparing for travel.

A recreational vehicle may remain at a Homesite for no more than twenty-four (24) consecutive hours immediately before departure and twenty-four (24) consecutive hours following return from a trip. Such temporary parking shall not be used as a means of storage, and the recreational vehicle must be removed promptly upon completion of loading, unloading, cleaning, or preparation.

In no event shall a recreational vehicle remain within the Subdivision for more than forty-eight (48) total hours during any consecutive seven (7)-day period, regardless of whether such hours are consecutive.

Recreational vehicles shall not be occupied, used for sleeping or living purposes, or connected to utilities while temporarily parked within the Subdivision.

The Association may adopt and enforce additional reasonable rules and regulations regarding the parking, use, maintenance, and storage of recreational vehicles within the Subdivision.

G. Storage and Screening of Equipment and Materials.

No Member or occupant shall place, keep, or store on any Lot or portion of the Property any articles, goods, materials, refuse, trash, storage tanks, equipment, or similar items that, in the reasonable determination of the Board of Directors, constitute a nuisance or hazard.

Air conditioning equipment, utility boxes, garbage containers, antennas (to the extent permitted by applicable law and subject to Article VI, Section O – Antennas), storage tanks, and similar equipment shall not be exposed to public view or visible from adjacent Homesites and shall be located and screened as required by the Architectural Control Committee (ACC).

All screening shall be sufficient to substantially conceal such items from street-level view and from adjacent Homesites and shall not exceed six feet (6') in height unless otherwise approved by the ACC. Screening may consist of fences, landscaping, trees, hedges, shrubs, or other materials approved by the ACC and consistent with the Architectural and Building Guidelines.

The location, design, materials, and installation of all required screening shall be subject to prior written approval by the ACC. All screening shall be maintained in a clean, orderly, and visually harmonious condition and shall not detract from the appearance or character of the Property.

H. Outside Storage and Trash Collection.

No equipment, machinery, or materials of any kind shall be stored on any Lot in front of the fence line of the Dwelling, except when temporarily and actively being used in connection with repair or construction work on the Dwelling or Lot, for a period not to exceed twenty-four (24) hours.

All equipment, machinery, and materials shall be properly stored and fully concealed from public view and from neighboring Lots immediately after use. Trash, debris, excess materials, and unused materials shall be promptly removed from the Lot or stored entirely out of view.

Trash and recycling containers shall not be stored or kept in any location where they are visible from any street, sidewalk, Common Area, or neighboring Lot. Containers placed beside or behind a Dwelling, fence, landscaping, trees, shrubs, vegetation, or other screening shall not be considered properly concealed if any portion of the container remains visible.

Except on collection days, all trash and recycling containers must be stored inside an enclosed garage or within a fully enclosed and visually screened area approved by the Architectural Control Committee (ACC). Landscaping, trees, shrubs, vegetation, or partial screening alone shall not constitute an acceptable enclosure.

Trash and recycling containers may be placed at the designated collection location no earlier than the evening preceding the scheduled collection day and must be removed from public view and returned to an approved enclosed storage area no later than the evening of the collection day. All trash shall be securely contained to prevent spillage or disturbance by animals.

I. Notices and Easements.

1. Utilities and General.

There are hereby reserved unto Declarant, throughout the Development Phase and thereafter to the extent such rights have not been expressly transferred or waived by the Declarant in writing, the Association, and the designees of each (which may include, without limitation, Harris County and any utility) access and maintenance easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining any or all of the following which may exist now or in the future: cable television systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on Property that Declarant owns or within easements designated for such purposes on recorded plats of the Property. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct

or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling; any damage to a Homesite resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person or entity exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Homesite. Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, cable company and natural gas supplier easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters boxes, installation equipment, service equipment, and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of this easement shall not extend to unauthorized entry into the Dwelling on any Homesite, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board of Directors or Declarant.

2. Easements.

Declarant and Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts and other landscape reserves located within the Property (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain and repair any wall, dam, or other structure therein, and (c) to remove trash and other debris and fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements hereunder shall continue throughout the Development Phase and shall not terminate, expire, or transfer solely because the Declarant ceases to own any Lot or other portion of the Property. Such rights and easements shall be transferred to the Association only upon the Declarant's express transfer thereof by a written instrument executed by the Declarant, or at such earlier time as the Declarant may determine, in its sole and absolute discretion, by written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the landscape reserves and green belts to the extent necessary to exercise their rights and responsibilities under this Section.

3. Perimeter Fences and Private Gated Access within Cul-de-Sacs

- a) All perimeter fences shall be subject to prior written approval by the Architectural Control Committee (ACC) and must comply with the Architectural Guidelines in effect at the time of submission. In accordance with Texas Property Code, Owners are expressly prohibited from constructing or modifying any perimeter fencing in a manner inconsistent with said Guidelines. Should an Owner install or modify a fence without obtaining such approval, or in a manner inconsistent with the approved plans, the Association and/or the ACC shall have the right, but not the obligation, to enter the Lot and make any necessary corrections or removals without further notice, at the sole discretion of the ACC.

Pursuant to Texas Property Code, any expenses incurred by the Association to effectuate such corrections, repairs, or removals shall be the sole responsibility of the Owner and secured by the continuing lien on the Lot as established in this Declaration and in accordance with §209.009.

- b) Privately Funded Gates within Cul-de-Sacs

If a group of Owners whose Lots have direct access to a cul-de-sac wishes to install a privately funded gate or controlled access point, they may do so only under the following conditions:

- A written agreement must be executed by at least 51% of the Owners whose Lots have frontage or access rights to the subject cul-de-sac;
- The proposed gate and any improvements must receive prior written approval from the ACC pursuant to §202.006 of the Texas Property Code;
- All construction and installation costs shall be borne exclusively by those Owners who voted in favor of the gated improvement;
- The Owners who implement the gate shall be solely responsible for the gate's maintenance, repair, and operation;
- All Owners with access rights to the cul-de-sac, regardless of their vote, must be provided with an access code or key to the gate;
- Access must also be provided to the Homeowners Association, as well as to public service providers, including but not limited to:
 - Trash and recycling collection services
 - Utility companies (e.g., CenterPoint, water, internet)
 - Police and Fire Marshal, as required for emergency access.

Failure to provide such access shall be deemed a violation of this Declaration and may result in enforcement action and fines under the Compliance and Fine Policy recorded pursuant to §209.006.

J. Vicinity Uses and Acknowledgment of Adjacent Property Activities.

(Pursuant to Texas Property Code and Texas Civil Practice & Remedies Code)

Owners of Lots within the Subdivision are hereby advised and acknowledge that parcels of land adjacent to, or in the immediate vicinity of, the Property may be used, either now or in the future, for commercial, municipal, public utility, or educational purposes, including but not limited to: junkyards, telecommunications towers (including cellular towers), elevated water storage tanks, high schools, sports facilities, warehouses, or other lawful uses (collectively, the "Vicinity Uses").

In recognition of this, and as a material condition of ownership, each Owner of a Lot within the Property, by accepting a deed or interest therein:

1. Waiver and Release of Claims.

Knowingly and voluntarily waives, releases, and agrees to hold harmless the Declarant, the Association, their directors, officers, managers, agents, employees, successors and assigns (collectively, the "Released Parties") from any and all claims, demands, actions, damages, or causes of action of any kind arising out of or related to the location, placement, design, operation, maintenance, expansion, sound, lighting, traffic, odor, or other effects caused by the Vicinity Uses—regardless of foreseeability or change over time.

2. Indemnification.

Each Owner further agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all liabilities, losses, expenses (including attorneys' fees), claims, or damages incurred in connection with complaints, legal actions, or enforcement proceedings initiated by the Owner (or any occupant, guest, tenant, or invitee thereof) regarding or relating to the Vicinity Uses.

3. Easement for Incidental Effects.

Each Owner hereby grants a perpetual easement to the Declarant and the Association for the incidental impact of noise, lighting, odor, parking, or traffic, to the extent that such conditions arise from the normal, permitted, or legal operation of any Vicinity Use. This easement shall be deemed to run with the land and shall bind all future Owners and occupants of the Lot.

4. No Representations or Warranties.

All Owners expressly acknowledge that the Association, its directors, officers, managers, agents, employees, Declarant, and any successor Declarant have made no representations, guarantees, or warranties—express or implied—regarding the nature, permanence, or future modification of any Vicinity Use. Furthermore, no Owner, Occupant, Tenant, Guest, or Invitee may rely upon any prior statements, promotional materials, marketing documents, or verbal representations to the contrary.

5. Enforceability.

This clause shall be construed in accordance with:

- Section 202.004 of the Texas Property Code, which supports the enforceability of restrictive covenants unless they violate public policy or law;
- The Texas Civil Practice and Remedies Code, which affirms the validity of written releases and indemnities; and
- General contract law principles under Texas law related to voluntary assumption of risk and waiver of claims.

K. Signs.

In accordance with Chapter 202 of the Texas Property Code, no sign, emblem, banner, placard, advertisement, sticker, or similar display shall be erected, maintained, painted, posted, or otherwise displayed on any Lot, Dwelling, fence, or Improvement within the Subdivision if visible from any street, sidewalk, Common Area, or neighboring Lot, except as expressly authorized below and consistent with applicable Builder Guidelines and ACC Bulletins.

1. Sale, Rental, or Promotional Signs.

Signs Advertising or Promoting Property. Any sign, banner, flag, placard, display, or other form of advertising that promotes, markets, or advertises any Lot, Dwelling, or property within the Subdivision is strictly prohibited. This prohibition includes, without limitation, "For Sale," "For Rent," "For Lease," "Open House," builder, broker, real estate agent, property management, or similar promotional or marketing signs. No such sign or advertising may be placed or displayed on any Lot, Dwelling, fence, mailbox, vehicle, Common Area, or other location visible from any street, Common Area, or neighboring property, except as expressly approved in writing by the Association or Declarant.

2. Political Signs.

Notwithstanding any other provision of this Declaration, an Owner may display political signs advertising a candidate or measure for an election during the period beginning on the 90th day before the election

and ending on the 10th day after the election, subject to Texas Election Code and the following restrictions:

1. No more than one (1) sign for each candidate or measure may be displayed on a Lot.
2. Each sign must be ground-mounted and may not exceed four feet (4') by six feet (6').
3. No sign may be attached to any plant material, traffic-control device, light, trailer, vehicle, structure, or other existing object.
4. Signs containing lights, balloons, streamers, music, sound, roofing or siding materials, or other nonstandard decorative components are prohibited.
5. No sign may violate applicable law, threaten public health or safety, contain material offensive to the ordinary person, or be distracting to motorists.
6. All political signs must be removed no later than the 10th day after the applicable election.

The Association may remove any political sign displayed in violation of restrictions permitted under Texas Election Code. Nothing in this Section shall be interpreted or enforced in a manner that prohibits or restricts political signs protected by applicable Texas law.

3. School Spirit Signs.

Signs displaying school pride for a child residing at the Lot are permitted under the following:

- a) Maximum size: 36 inches by 36 inches;
- b) The sign must be mounted on a single stake in the ground and may not exceed 3 feet in height;
- c) One sign per child under the age of 18;
- d) May be displayed no more than ten (10) days per month and no more than three (3) months per calendar year;
- e) Must not include any commercial advertising or unrelated messages.

4. Security Signs and Stickers

Signs and stickers from a licensed alarm or security company are permitted as follows:

- a) One (1) sign, not exceeding 8 inches by 8 inches, installed in the ground near the entrance;
- b) Up to six (6) security stickers, not exceeding 4 inches by 4 inches, affixed to windows or doors;
- c) Additional stickers may be permitted for participation in police or fire department programs such as "Child Find" or "Neighborhood Watch."

5. Builder and Declarant Signage.

Builders and the Declarant may place signage on Lots they own or control, subject to prior approval by the ACC. Any such signage must comply with the ACC's Builder Guidelines, and must:

- a) Be temporary in nature;
- b) Be professionally designed and installed;
- c) Not interfere with the quiet enjoyment or visual harmony of neighboring properties.

6. Enforcement and Right of Removal.

If any sign is placed in violation of this Declaration or applicable rules, the Association or its authorized agents shall have the right to enter the Lot or Homesite to remove and/or dispose of the sign, without notice and without liability for trespass, conversion, or damages. Such entry shall be limited in scope and conducted reasonably during daylight hours.

This right is authorized under:

- Texas Property Code (Association authority and enforcement rights), and
- Texas case law recognizes the right of HOAs to enter property to enforce restrictive covenants.

The Association shall bear no responsibility or liability for any claim related to the removal of signs installed in violation of this Declaration or the ACC's written guidelines.

L. Common Areas – Management, Use and Liability.

The Association shall have the authority and responsibility to manage, maintain, repair, and control the Common Areas and all improvements thereon in accordance with this Declaration, the Association's governing documents, and applicable law.

No Owner, resident, tenant, or guest may appropriate, reserve, obstruct, or use any portion of the Common Areas for exclusive private use without prior written approval from the Association.

Any Owner shall be responsible for damage to the Common Areas caused by such Owner or by the Owner's family members, tenants, guests, invitees, contractors, or agents. The Association may charge the Owner for the reasonable cost of repair or replacement and collect such amounts as permitted by this Declaration and applicable law, subject to any notice and hearing requirements under Texas Property Code.

Nothing herein shall limit any other remedy available to the Association under this Declaration or applicable law.

Park Rules and Regulations

- a. Private Use. The Twelve Oaks Park is a private amenity for residents, registered tenants, and their accompanied guests. Each household may have no more than five (5) guests at one time unless otherwise approved by the Association.
- b. General Conduct. Pets must remain leashed and under control, and pet waste must be immediately removed. Users must dispose of all trash in designated containers and keep noise at a reasonable level. Alcohol, fires, fireworks, portable grills, and gasoline-powered recreational vehicles or equipment are prohibited. Smoking or vaping is permitted only to the extent lawful. Firearms shall be governed by applicable Texas law.
- c. Park Areas. Lawns and green areas may be used for ordinary family activities, recreation, and games. Temporary structures or permanent recreational or sports equipment require prior written ACC approval. Bicycles, electric scooters, rollerblades, and skateboards may be used on designated walkways and paths, subject to rules adopted by the Association.
- d. Damage. Owners are responsible for damage caused by themselves or their family members, tenants, guests, invitees, contractors, or agents. Repair or replacement costs may be charged to the responsible Owner in accordance with this Declaration and applicable law.
- e. Private Events. Gatherings involving more than twenty (20) persons require written approval from the Association at least fourteen (14) days in advance. The Association may require a refundable deposit, liability insurance, and a cleanup plan. Amplified music or rented equipment requires prior written approval.
- f. Assumption of Risk. Persons using the Park do so at their own risk. To the fullest extent permitted by law, the Association, its directors, committee members, officers, and agents shall not be liable for injury, property damage, loss, or theft arising from use of the Park, except to the extent liability cannot lawfully be waived or limited.
- g. Enforcement. Violations shall be subject to the Association's enforcement procedures and applicable law. Unless otherwise required by law or the governing documents: first violation—written warning; second violation—\$500 fine; third or subsequent violation—\$1,000 fine. Damage or vandalism may additionally result in assessment of the full repair or replacement cost and other available legal remedies. Any required notice and hearing rights shall be provided in accordance with Texas Property Code.
- h. Amendments. The Board may adopt, amend, or repeal reasonable Park rules from time to time, subject to this Declaration and applicable law.

M. Window Treatment Requirements.

(Pursuant to Texas Property Code)

Within thirty (30) days after occupancy of a Dwelling, each Owner shall install permanent, finished, and aesthetically appropriate window treatments on all windows visible from any street, sidewalk, right-of-way, Common Area, or neighboring property.

Permitted window treatments include curtains, draperies, blinds, miniblinds, and interior shutters. Any portion visible from the exterior shall be white, cream, light beige, light tan, light gray, another neutral color approved by the Architectural Control Committee (ACC), or a natural wood finish. No other color, material, pattern, or finish may be visible from the exterior without prior written ACC approval.

Prohibited Materials.

At all times, including during the initial thirty (30)-day period, the following are prohibited as window coverings when visible from the exterior:

1. Foil, mirrored films, or other reflective materials;
2. Newspapers, magazines, paper, cardboard, foam board, or plastic;
3. Shower curtains;
4. Sheets, blankets, flags, tapestries, unfinished fabric, or similar materials not manufactured or professionally finished as window treatments; and
5. Any temporary, disposable, unfinished, or other material not customarily intended for use as a permanent residential window treatment.

The ACC shall have authority to determine compliance with this Section and require corrective action. Any violation shall constitute a violation of this Declaration and may be subject to fines and other enforcement remedies in accordance with this Declaration and applicable law, including any notice and hearing requirements under Chapter 209 of the Texas Property Code.

N. Deed Restriction Enforcement.**1. Authority to Adopt Rules and Regulations**

The Board of Directors of the Homeowners Association ("Association") shall have authority to adopt reasonable rules and regulations necessary to administer, implement, and enforce this Declaration, any Supplemental Declaration or Amendment, and the use and enjoyment of the Common Areas.

During the Development Phase, as defined in this Declaration, such authority shall be vested exclusively in the Declarant. The Board may propose rules and regulations; however, no such rule or regulation shall become effective without the Declarant's prior written approval.

Any rule, regulation, amendment, or other dedicatory instrument required by applicable law to be recorded shall become effective upon recording in the Official Public Records of the applicable County, unless a later effective date is expressly stated therein.

2. Fines, Enforcement Costs, and Attorney's Fees

In addition to any other remedies available under this Declaration or applicable law, the Association may impose reasonable fines and recover enforcement costs against an Owner for violations of:

- this Declaration and any Supplemental Declaration or Amendment;
- the Bylaws;
- the Architectural or Building Guidelines; or
- any duly adopted rule, regulation, or other dedicatory instrument of the Association.

All fines and enforcement actions shall be administered in accordance with the Association's Enforcement and Fine Policy and applicable Texas law, including any required notice and hearing procedures under Chapter 209 of the Texas Property Code.

To the fullest extent permitted by Texas law, if the Association incurs reasonable attorney's fees, court costs, collection costs, or other reasonable expenses in connection with the enforcement of the Governing Documents against an Owner, the Association shall be entitled to recover such amounts from the Owner when and to the extent authorized by applicable law.

In any judicial proceeding arising from or relating to the enforcement or alleged breach of a restrictive covenant, attorney's fees and costs may be recovered by the party entitled to such recovery under applicable Texas law, including Texas Property Code. Nothing herein shall require an Owner to reimburse the Association for attorney's fees merely because the Owner initiates a claim or lawsuit against the Association.

Any recovery of attorney's fees, costs, fines, or other charges shall remain subject to all applicable notices, hearings, procedural requirements, limitations, and protections required by Texas law.

3. Owner Compliance and Remedies

a. Compliance with Governing Documents.

Each Owner, by accepting title to a Lot, agrees to comply with this Declaration, the Bylaws, Architectural and Building Guidelines, duly adopted rules and regulations, and all other applicable dedicatory instruments, including amendments and supplements thereto.

b. Remedies for Violations.

Failure to comply with the Governing Documents shall constitute a violation. Subject to applicable law, the Association may pursue one or more remedies, including:

- collection of unpaid assessments, authorized fines, fees, interest, and charges;
- recovery of attorney's fees and enforcement or collection costs when permitted by law;
- injunctive or declaratory relief to compel compliance; and
- any other remedy available under the Governing Documents or applicable law.

Such remedies shall be cumulative and may be pursued separately or concurrently to the extent permitted by law.

c. Fines and Enforcement Procedures.

Before imposing a fine or taking any enforcement action for which notice or an opportunity for a hearing is required, the Association shall provide the Owner with the notices and rights required by Texas Property Code.

All fines shall be imposed and administered in accordance with the Association's duly adopted Enforcement and Fine Policy and applicable law.

d. Liens and Foreclosure.

The Association may assert and enforce any assessment lien created by this Declaration or otherwise authorized by applicable law for amounts properly secured by such lien.

Any foreclosure of an Association lien shall comply with all applicable requirements of the Texas Property Code.

Notwithstanding anything in this Declaration to the contrary, the Association shall not foreclose an assessment lien when foreclosure is prohibited by applicable law, including when the secured debt consists solely of fines or attorney's fees incurred solely in connection with such fines.

e. Notice and Due Process.

All enforcement actions shall comply with applicable notice, cure, hearing, and due-process requirements under the Governing Documents and Texas Property Code, as applicable.

Nothing in this Article shall be construed to waive, restrict, or eliminate any right or remedy afforded to an Owner or the Association under applicable Texas law.

Self-Help and Right of Entry.

To the extent permitted by applicable law, and after providing any notice and opportunity to cure required by this Declaration or applicable law, the Association may enter upon the exterior portions of a Lot to remove, correct, or remedy a continuing violation when the Owner has failed to timely cure such violation.

Any such entry shall be conducted at reasonable times and in a reasonable manner and shall be limited to the action reasonably necessary to correct the violation. The reasonable costs incurred may be charged to the Owner to the extent permitted by this Declaration and applicable law.

No provision of this Declaration authorizes entry into the interior of a Dwelling except with the consent of the Owner or lawful occupant, pursuant to a court order or other lawful authority, or in a bona fide emergency involving an imminent threat of bodily injury or material property damage.

O. Antennas.

Pursuant to the Texas Property Code and the Telecommunications Act of 1996, the following regulations shall apply to the installation and maintenance of antennas, satellite dishes, and other signal reception devices within the Subdivision:

General Restrictions**1. Visibility Prohibition.**

No exterior antenna, aerial, satellite dish, or other apparatus for the reception of television, radio, satellite, or other signals of any kind shall be placed, installed, or maintained on any portion of the Property, including any Homesite, if such device is visible from any street, common area, or another Lot, unless the Owner demonstrates that it is technically impossible to receive a signal from a non-visible location.

2. Conditional Visibility Exception.

In cases where no signal can be received from a non-visible location, the antenna or dish may be installed in a visible area, only upon approval of the Architectural Control Committee (ACC). The ACC may require that the device be screened, camouflaged, or placed in the least visible location that does not substantially interfere with signal reception.

3. Size and Height Limitations.

- a) No satellite dish shall exceed thirty-six inches (36") in diameter.
- b) No broadcast antenna shall exceed the height of the central ridge of the roofline.
- c) No MMDS (Multichannel Multipoint Distribution Service) antenna mast shall exceed twelve feet (12') above the central ridge of the roofline.

4. Prohibition of Transmitting Devices.

No antenna, satellite dish, or other apparatus that transmits television, radio, satellite, or other signals shall be permitted on any portion of the Property.

5. Declarant and Association Rights.

The Declarant and/or the Association shall have the right, but not the obligation, to erect, install, or maintain aerials, satellite dishes, master antennas, cable systems, or other apparatus for the transmission or reception of signals for the benefit of all or any portion of the Property.

6. Compliance with Federal and State Law.

This Section is intended to comply with the Telecommunications Act of 1996, as amended, and shall be interpreted as restrictively as possible without violating said Act. In the event that any provision herein is found to be unenforceable due to federal or state law, the remainder of this Section shall remain in full force and effect.

The Association may adopt reasonable rules pursuant to the Texas Property Code governing the preferred placement, screening, and aesthetic integration of such devices, provided such rules do not impair reception or violate federal law.

P. General Nuisances.**Nuisance, Cleanliness, and Property Maintenance Standards**

In accordance with the Association's authority under Texas Property Code, the following standards shall apply to all portions of the Property, including all Lots, Common Areas, and Recreational Sites:

1. Prohibited Conditions and Uses.

No portion of the Property shall be used, in whole or in part, for the storage of any materials, objects, or equipment that would result in an unsightly, unclean, or disorderly appearance, or that would be offensive or obnoxious to the view of others. Additionally, no substance, material, object, or animal may be kept on the Property that emits foul odors or generates noise or other conditions that disturb the peace, safety, comfort, or enjoyment of residents or users of nearby Lots or Common Areas.

2. Prohibited Activities.

No noxious, offensive, unlawful, or disruptive activities of any kind shall be conducted on any portion of the Property. No Owner or resident shall engage in any conduct or activity that causes embarrassment, discomfort, annoyance, or nuisance to others within the community. No plants, animals, devices, or objects of any kind shall be maintained if their presence or use is dangerous, visually unpleasant, unsightly, or otherwise reduces the enjoyment or value of surrounding Lots or Common Areas.

3. Prohibition of Burning.

The outdoor burning of wood, leaves, trash, construction debris, household waste, or any other material is strictly prohibited on any portion of the Property.

Exception: Controlled burning related to active home construction may be permitted only if:

- a) It is necessary for the progress of construction;
- b) It is conducted in full compliance with all applicable rules, guidelines, and permits issued by the Harris County Fire Marshal's Office;
- c) The Declarant or the builder assumes full responsibility for adherence to all fire safety regulations. Failure to comply with this provision may result in immediate enforcement action by the Association, including the imposition of fines or legal remedies.

4. Sound Devices and Fireworks.

No exterior speakers, horns, whistles, bells, or other sound-producing devices shall be installed or operated on any portion of the Property, except for security or alarm systems used exclusively for residential safety, or as otherwise required by federal, state, or local law. The use or discharge of firecrackers, fireworks, or similar explosive devices is strictly prohibited throughout the Property.

5. Owner Responsibility for Maintenance.

Each Owner shall be solely responsible for maintaining his or her Lot in a clean, sanitary, safe, and visually acceptable condition. This includes, but is not limited to, the prompt removal of debris, repair of damaged improvements, and general upkeep to prevent the development of unsightly, neglected, or unkempt conditions.

6. Restrictions on Visible Activities.

Hobbies or activities that are visible from the street or adjoining properties, and that may contribute to disorderly or unsightly conditions, are strictly prohibited. This includes, but is not limited to, the visible assembly or disassembly of motor vehicles or mechanical devices.

However, the temporary repair, disassembly, or assembly of a motor vehicle shall be permitted only if:

- Such work is not conducted on a regular or frequent basis; and
- The activity is performed entirely within an enclosed garage; or
- If performed outdoors, it is initiated and completed within twelve (12) consecutive hours.

Q. Tree and Vegetation Removal.

1. Strict Prohibition.

The removal, cutting down, or destruction of any tree or bush on any Lot is strictly prohibited without the prior written approval of the Architectural Control Committee (ACC).

The ACC may approve removal only when:

- a) The tree or bush is dead, diseased, or severely damaged;
- b) Removal is reasonably necessary to protect the health of surrounding trees or vegetation;
- c) The tree or bush presents a verifiable safety hazard to persons or property; or
- d) Removal is otherwise determined by the ACC to be necessary or appropriate.

No tree or bush shall be removed based solely on an Owner's determination that any of the above conditions exists.

2. Mandatory Replacement for Unauthorized Removal.

Any Owner or other party who removes or causes the removal of a tree in violation of this Section, whether intentionally or unintentionally, shall be required to replace the removed tree with up to ten (10) comparable replacement trees for each tree removed, or such greater number as the Association may reasonably determine necessary to restore the natural, aesthetic, and visual character of the Property. The number, species, size, quality, and location of all replacement trees shall be determined or approved by the Association. All costs associated with the purchase, installation, and establishment of the replacement trees shall be the sole responsibility of the Owner.

3. Tree Removal Application Required.

All tree removals, regardless of the reason for removal, require prior written approval from the ACC through a formal application process.

Any removal performed without the required prior written approval shall constitute a violation of this Declaration and shall be subject to applicable fines and enforcement remedies in accordance with the Association's Enforcement and Fine Policy, as adopted or amended from time to time.

The imposition of a fine shall not relieve the Owner of any obligation to replace the removed tree or trees as required by this Section.

4. Tree Proximity to Structures.

No tree located within five feet (5') of any foundation slab may be removed without prior approval from the ACC, regardless of its condition.

R. Animals and Pets.

1. Prohibited Animals.

No animals, livestock (including swine of any kind), or poultry shall be raised, bred, or kept on any portion of the Property, except as expressly permitted herein.

2. Permitted Household Pets.

Owners may keep household pets such as dogs, cats, or other typical domestic animals, provided that no more than three (3) such pets are kept per dwelling. This restriction does not apply to small caged animals such as hamsters, small birds, or fish, nor shall it apply to offspring born to a permitted pet until such an offspring reaches the age of three (3) months.

3. Pet Control and Supervision.

All pets must be confined to the Owner's lot or kept on a leash under the control of a responsible person when outside the dwelling or any enclosed area. Free-roaming pets are strictly prohibited.

4. Nuisance and Removal.

Any pet that, in the sole judgment of the Board of Directors, endangers the health, causes excessive noise, or constitutes a nuisance or disturbance to other Owners or residents must be permanently removed from the Property upon written notice from the Association.

5. Commercial Use Prohibited.

No pets shall be kept, bred, or maintained for commercial purposes under any circumstances.

S. Swimming Pools & Spas.

Above-ground swimming pools are strictly prohibited on any Lot within the Property.

All in-ground swimming pools, spas, and similar water features must receive prior written approval from the Architectural Control Committee (ACC) in accordance with the procedures and requirements set forth in Article VII of this Declaration. No construction, installation, or modification of any pool or spa shall commence without full compliance with the architectural review process.

Failure to obtain proper approval shall constitute a violation of this Declaration and may subject the Owner to enforcement action, including but not limited to removal of the unapproved structure, fines, or other remedies as provided under the Association's governing documents and the Enforcement and Fine Policy.

T. Out Buildings/Accessory Buildings.

In accordance with the Association's authority under the Texas Property Code, no outbuilding or accessory structure—including, but not limited to, sheds, greenhouses, gazebos, playhouses, pergolas, shade trellises, or any similar structure—shall be constructed, installed, or placed on any Lot within the Subdivision without the prior written approval of the Architectural Control Committee (ACC) or the Board of Directors, as applicable.

The Association shall have the right, but not the obligation, to adopt and enforce rules, regulations, and design guidelines governing the location, dimensions, materials, quality, appearance, and permitted use of such structures. Any accessory building not in compliance with such approved standards shall be subject to enforcement action, including removal, fines, or legal remedies as set forth in the Association's governing documents and in accordance with the Association's Enforcement and Fine Policy.

U. Lighting.

Low-voltage, decorative indirect lighting for landscaping or architectural features shall be permitted, provided that prior written approval is obtained from the Architectural Control Committee (ACC), in accordance with the Architectural Guidelines in effect at the time of installation.

Colored lighting is strictly prohibited, except during recognized holiday seasons, specifically Christmas and Halloween, during which temporary colored lighting may be displayed. Such holiday lighting must be installed no earlier than thirty (30) days prior to the holiday and must be removed within ten (10) days following the holiday's conclusion.

All permanent lighting must emit a warm white hue (e.g., soft white or warm LED in the 2700K–3000K range) to maintain the visual consistency and residential aesthetic of the Subdivision.

Any lighting installed in violation of these standards, or without ACC approval, shall be subject to enforcement measures, including removal, fines, and cost recovery, as permitted under the Association's governing documents and Texas Property Code.

V. Mechanical Equipment and Air Conditioning Units.

Pursuant to the Association's authority under Chapter 202 of the Texas Property Code, the following restrictions apply to the installation and visibility of all mechanical equipment within the Subdivision:

1. Prohibited Air Conditioning Units.

The use, installation, or maintenance of window-mounted or wall-mounted air conditioning units is strictly prohibited on or in any structure located on any Lot. Such units are considered inconsistent with the architectural and aesthetic standards of the community and shall not be permitted under any circumstances.

2. Placement and Screening of Mechanical Equipment.

All mechanical equipment, including but not limited to:

- Pool equipment (pumps, filters, heaters),
 - Water softeners or treatment systems,
 - Air conditioning condensers,
 - Generators, and
 - Irrigation controls,
- must be installed at ground level, behind the front building line, and adequately screened from public view and neighboring Lots. Screening must be done using fencing, landscaping, or enclosures approved by the Architectural Control Committee (ACC).

3. Architectural Review Required.

No mechanical equipment may be installed, relocated, or modified without prior written approval from the ACC. The ACC shall have the authority to establish design guidelines regulating the placement, visibility, screening, and sound mitigation of such equipment.

4. Enforcement.

Any mechanical equipment or air conditioning unit installed in violation of this Section shall be subject to enforcement action, including the imposition of fines, required removal or relocation of the equipment, and/or other remedies as provided under the Association's governing documents and Enforcement and Fine Policy.

W. Exterior Decorations.

Exterior decorations, ornaments, statues, figurines, sculptures, decorative signs, flags, banners, artificial plants, wall-mounted decorations, freestanding decorative objects, and similar ornamental items shall be permitted only in reasonable number, size, and placement and shall not create a cluttered, excessive, or visually distracting appearance when viewed from any street, Common Area, or neighboring Lot.

No Owner or occupant shall install, display, or maintain an excessive accumulation or concentration of decorative or ornamental items on the front façade, front porch, front yard, driveway, or any other portion of a Lot visible from a street or Common Area.

Any statue, sculpture, figurine, freestanding ornament, or other decorative object exceeding twenty-four inches (24") in height and visible from any street or Common Area shall require prior written approval from the Architectural Control Committee ("ACC"). Multiple decorative items may also require ACC approval when their combined number, size, arrangement, or visual impact creates an excessive or cluttered appearance, regardless of the individual size of such items.

The ACC shall have authority to determine whether the number, size, location, arrangement, condition, or overall appearance of decorative or ornamental items is excessive or inconsistent with the architectural character and aesthetic standards of the Subdivision. The ACC may require the removal, relocation, reduction, or modification of any such items, subject to applicable law.

Reasonable seasonal and holiday decorations shall be permitted; provided, however, that such decorations shall not create a nuisance, safety hazard, excessive illumination, or materially detract from the appearance of the Subdivision. The Association or ACC may adopt reasonable rules governing the duration, placement, quantity, and removal of seasonal or holiday decorations.

Nothing in this Section shall be interpreted or enforced in a manner that prohibits or restricts any display or item protected by applicable federal or Texas law.

Holiday Exterior Decorations.

Pursuant to the authority granted to the Association under the Texas Property Code, the display of exterior holiday decorations—including, but not limited to, lights, banners, flags, wreaths, and any other decorative

items visible from outside the residence—is strictly regulated by this Declaration and by any rules and guidelines duly adopted by the Association.

1. Permitted Display Period.

Holiday decorations may not be installed more than thirty (30) days prior to the applicable holiday and must be removed no later than ten (10) days after the holiday has passed.

Any display installed or remaining outside of this permitted time frame shall constitute a direct violation of this provision.

2. Condition and Maintenance.

All holiday decorations must be maintained in good condition, safe, clean, and visually appropriate always. Decorations that become worn, damaged, or pose a safety hazard must be promptly repaired or removed upon notice from the Association.

3. Right of Entry and Removal.

If any decorations are installed or remain on the Lot in violation of this Section, the Association, through its agents, is hereby authorized to enter the Lot and remove and/or dispose of such decorations, without any liability for trespass, damage, or any claim whatsoever arising from such entry, removal, or disposal.

4. Violations and Penalties.

Any violation of this Section shall be subject to enforcement action under the Association's Enforcement and Fine Policy, including the imposition of fines, costs of removal, and any other remedies available under the Association's governing documents and applicable law.

X. Basketball Goals, Nets, and Backboards.

Pursuant to the Association's authority under the Texas Property Code, the installation, placement, and use of basketball goals, nets, and backboards within the Subdivision are subject to the following rules and restrictions:

1. Approval Requirement.

No basketball goal, net, or backboard may be installed, placed, mounted, or attached on any Lot, fence, or Dwelling without the prior written approval of the Architectural Control Committee (ACC). Any such equipment installed without approval shall be considered a direct violation of this Declaration.

2. Design and Use Regulations.

All basketball equipment is subject to the Builder Guidelines, ACC Bulletins, and any reasonable rules and regulations established by the ACC regarding:

- Approved types and materials;
- Placement and visibility;
- Hours of permitted use;
- Noise or nuisance concerns;
- Safety and aesthetic impact.

3. Condition and Maintenance.

Approved basketball goals and backboards must be properly maintained at all times. Equipment must remain upright, functional, clean, and free of rust, damage, or excessive wear. The ACC reserves the right to revoke approval if equipment falls into disrepair or becomes a nuisance.

4. Right of Entry and Enforcement.

If any basketball goal, net, or backboard is installed or maintained in violation of this Declaration or the ACC's regulations, the Association and/or its designated agents shall be authorized to enter the Lot or Homesite and proceed with the removal and/or disposal of the noncompliant equipment. In doing so, the Association and its agents shall not be liable for trespass, damages, or any other claim arising from such entry, removal, or disposal, and shall have no duty to account for or return the removed items.

5. Violations and Penalties.

Any violation of this Section shall be subject to enforcement under the Association's Enforcement and Fine Policy, including the imposition of fines and costs of enforcement, as permitted by the governing documents and Texas Property Code.

Y. Flagpoles & Flags.

In accordance with the authority granted to the Association under the Texas Property Code, the display of flags and the installation of flagpoles within the Subdivision shall be subject to the following rules and limitations:

1. Flagpole Restrictions.

No permanent or freestanding flagpole of any kind shall be placed, installed, or mounted on any Lot or fence in a manner that is visible from any public view, except as expressly permitted by this Declaration and applicable state law.

2. Permitted Flags.

Flags may be displayed only on a standard residential flagpole bracket attached to the front façade of the Dwelling, provided that:

- a) The bracket-mounted flagpole does not exceed five feet (5') in length;
- b) The flag is of a type, size, and style intended for temporary residential use;
- c) The display is limited to national holidays, state holidays, or special occasions, unless otherwise permitted by the Association;
- d) The flag and bracket are maintained in good, clean, and safe condition at all times.

The location, number, and style of permitted flags shall comply with the Association's Builder Guidelines and reasonable Rules and Regulations adopted by the Architectural Control Committee (ACC), so long as such rules do not conflict with the Texas Property Code, which allows for limited display of the United States, Texas, and military service flags.

3. Unauthorized Installations and Enforcement.

Any flagpole or flag installed in violation of this Declaration, or in excess of what is permitted by law and the Association's guidelines, shall be subject to removal. The Association or its authorized agents may enter the Lot and remove and/or dispose of the noncompliant flag or flagpole. In doing so, the Association and its agents shall not be liable for trespass, damages, or any other claim arising from such entry, removal, or disposal, and shall not be required to return or account for any removed item.

4. Builder and Declarant Exceptions.

A Builder or the Declarant may install information, directional, or advertising flags on model home Lots without prior ACC approval, provided such flags are consistent with the standards set forth in the Builder Guidelines or in reasonable regulations adopted by the ACC.

5. Violations.

Any violation of this Section is subject to enforcement under the Association's Enforcement and Fine Policy, including fines, removal costs, or other remedies as permitted by the governing documents and the Texas Property Code.

6. Permitted Display of Protected Flags (State and Federal Law).

Notwithstanding any other provision of this Declaration, the Association shall not prohibit any Owner from displaying the following flags on their Lot, in accordance with Texas Property Code and applicable federal law:

- The flag of the United States of America, displayed in a respectful manner pursuant to the U.S. Flag Code;
- The flag of the State of Texas;
- An official flag of any branch of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps, Coast Guard);
- The flag of the United States Army National Guard.
However, the Association may adopt reasonable restrictions regarding:
 - The location of the flag display;
 - The size of the flag and flagpole;
 - The manner of installation, to protect the structural integrity of buildings;
 - The requirement that such flags and supporting hardware be maintained in good condition, free from rips, fading, or deterioration;
 - Restrictions on display lighting, noise, or public nuisance related to the flag's presence or installation.

Z. Solar Panel Installation Regulations.

1. ACC Approval Required.

Any homeowner wishing to install solar panels must submit a written application to the Architectural Control Committee (ACC) and obtain prior written approval before initiating installation. The application must include site plans, technical specifications of the solar system, proposed placement, and a visual rendering of the installation.

2. Location and Street Visibility.

To preserve the aesthetic integrity of the community, solar panels must be installed in locations not visible from the street or any public right-of-way. Visibility from the street will only be allowed under the following condition:

- a). The homeowner demonstrates that placing the panels in a location visible from the street will result in an annual energy production increase of at least 10%, compared to a less visible location.
- b). This production increase must be documented using the PVWatts® Calculator provided by the U.S. Department of Energy (<https://pvwatts.nrel.gov>).

3. PVWatts Study Requirement.

In any case where a homeowner proposes a street-visible installation, the following documentation must be submitted with the ACC application:

- A complete PVWatts® performance report.
- A side-by-side comparison of estimated annual output for both the recommended non-visible location and the proposed visible location.
- Evidence that the visible location yields at least 10% more annual production.

The ACC shall review the study and may approve visibility from the street only if the production benefit meets the required threshold and no viable alternatives exist.

4. Design and Aesthetic Standards.

All solar energy devices must comply with the following aesthetic requirements:

- Panels must be installed parallel to the roofline, without protruding above the ridge or extending beyond the eaves.
- The frame of all solar panels must be black. Frames with bright metallic finishes, colored piping, or finishes inconsistent with the community's architectural standards are not permitted.
- Ground-mounted systems must not extend above the height of any fence or be visible from adjacent lots or public areas.
- Installation on shared or common property is strictly prohibited.

Legal Basis:

These aesthetic restrictions are permitted under Texas Property Code, which allows homeowners' associations to adopt and enforce reasonable rules regarding the location and color of solar energy devices, provided such rules do not have the effect of prohibiting installation.

"A property owners' association may include or enforce provisions... that govern the location and color of solar energy devices, provided that such restrictions do not have the effect of prohibiting the installation."

5. Violations and Penalties.

Any installation performed without ACC approval or in violation of this Article may result in enforcement action, including but not limited to:

- A demand for removal or relocation of the system at the homeowner's expense.
- Monetary penalties or legal action as outlined in the Association's enforcement policy.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE "ACC"

A. Architectural Control Committee "ACC".

The ACC shall consist of three (3) individuals appointed by the Declarant. The Declarant may designate one member to serve as the authorized representative of the ACC and shall have the exclusive right to appoint, remove, and replace ACC members during the Development Phase.

During the Development Phase, the Declarant shall retain sole and final authority over the ACC and all architectural, construction, and design matters governed by this Declaration. The Board of Directors shall have no authority to overrule, modify, reverse, or otherwise interfere with any action, decision, or nonaction of the ACC or the Declarant unless expressly authorized in writing by the Declarant.

The Declarant may, at any time and in its sole discretion, delegate to the Board of Directors or the ACC any portion of its architectural review authority, including authority over modifications to existing Dwellings, without waiving or relinquishing any other right, power, or authority reserved to the Declarant under this

Declaration. Any such delegation may be limited, conditional, modified, or revoked by the Declarant at any time by written notice.

Upon termination of the Development Phase, or upon the Declarant's earlier written relinquishment of its authority over the ACC, the Board of Directors shall have the authority to appoint, remove, and replace ACC members in accordance with this Declaration and the Association's Bylaws. Thereafter, the Board shall have final authority to review actions and decisions of the ACC, subject to applicable law.

The ACC shall administer and enforce the Architectural Guidelines and Building Guidelines and, subject to the Declarant's reserved rights during the Development Phase, may adopt, amend, or revise such Guidelines as authorized by this Declaration and applicable law.

B. Architectural Compliance and Construction Standards.

All construction, improvements, or modifications on any Lot within the Twelve Oaks Subdivision shall be subject to and governed by the Architectural Design and Construction Guidelines, as adopted and amended from time to time by the Declarant during the Development Phase, and thereafter by the Association or the Architectural Control Committee (ACC), as authorized under this Declaration. No construction activity, including, but not limited to, site work, landscaping, exterior alterations, or structural improvements, may commence without the prior written approval of the Declarant or the Architectural Control Committee (ACC), as applicable under this Declaration; provided, however, that during the Development Phase, the Declarant shall retain sole and final authority with respect to all such approvals and may approve, modify, condition, or reject any proposed construction activity in its sole discretion, subject to applicable law.

All Owners, Builders, and contractors shall be required to comply fully with the provisions of the Architectural Design and Construction Guidelines. Any failure to comply shall constitute a violation of this Declaration and may result in the imposition of fines, penalties, or other enforcement actions by the ACC, in accordance with the Association's policy outlining fine imposition and enforcement procedures.

The ACC shall have the authority to establish, amend, revise, or replace the Architectural Design and Construction Guidelines at any time, without prior notice to Owners, whenever it deems such action necessary or appropriate to preserve the architectural integrity, consistency, and orderly development of the Subdivision.

In addition, the ACC may develop and promulgate separate Building Guidelines and/or Architectural Guidelines, covering, but not limited to: construction quality, workmanship standards, approved materials, construction methods, minimum square footage for dwellings, utility installation and maintenance requirements, and compliance with applicable governmental regulations.

The ACC may modify or amend such Building Guidelines without notice; however, no amendment shall be applied retroactively to alter or revoke any prior approval granted by the ACC or the Association to any Owner or prospective purchaser of a Homesite.

All standards, rules, and procedures set forth in the Building Guidelines, as amended from time to time, shall be binding upon and enforceable against all Owners and shall carry the same legal force and effect as any other covenant or restriction contained in this Declaration.

During the development phase, the Declarant shall retain the exclusive authority to make modifications or amendments to the construction standards, architectural requirements, or subdivision guidelines, at the Declarant's sole discretion and without prior notice or approval from Owners or the Association.

While the ACC may draft, recommend, or propose changes to the Architectural Design and Construction Guidelines, the Declarant shall retain sole and final decision-making authority to approve, modify, or reject such changes during the development phase.

C. Exclusive Right to Build.

1. Exclusive Construction Right.

During the Development Phase, Twelve Oaks Subdivision LLC (the "Declarant") shall have the exclusive right to construct, or to designate or approve the builder or contractor authorized to construct, all new Dwellings and other principal improvements on any Lot within the Subdivision.

No Owner shall construct, commence, authorize, or permit the construction of any new Dwelling or principal improvement on a Lot except through the Declarant or a builder or contractor expressly authorized in writing by the Declarant.

2. Alterations and Additional Improvements.

No Owner may construct, install, modify, or materially alter any exterior improvement, including additions, fences, pools, accessory structures, driveways, or other permanent exterior improvements, without the prior written approval of the Declarant or the Architectural Control Committee (ACC), as applicable under this Declaration.

The Declarant may require that certain improvements be performed by the Declarant or by contractors or builders approved by the Declarant when reasonably necessary to maintain construction quality, architectural consistency, or compliance with the Subdivision's development standards.

3. Purpose.

The purpose of this restriction is to preserve architectural consistency, construction quality, and compliance with the Subdivision's master development plan and to protect the appearance, character, and property values of the community.

4. Duration and Effect.

The exclusive construction rights reserved to the Declarant under Paragraph 1 shall remain in effect during the Development Phase, as defined in this Declaration. Upon termination of the Development Phase, construction and improvements shall remain subject to all applicable architectural, building, and ACC approval requirements contained in this Declaration and the Association's duly adopted guidelines.

5. Compliance with Applicable Law.

This Section shall be interpreted and enforced to the fullest extent permitted by this Declaration and applicable Texas law. Nothing herein shall be construed to prohibit or restrict any construction, improvement, modification, or activity that cannot lawfully be prohibited under applicable law.

**ARTICLE VIII
MAINTENANCE**

A. General Maintenance.

Each Owner shall, at their sole cost and expense, maintain their Dwelling and all improvements located on the Homesite in a clean, orderly, and structurally sound condition. This obligation includes, but is not limited to, the maintenance and repair of all structures, parking areas, driveways, and the driveway apron located forward of the building line.

All exterior improvements designed or intended to be painted shall be properly maintained, and no paint shall be allowed to become faded, cracked, peeling, or otherwise deteriorated. The Owner shall be responsible for timely repainting as needed to preserve the aesthetic and structural integrity of the property. All grass, vegetation, and weeds on each Homesite must be mowed, trimmed, and maintained as frequently as necessary to ensure a neat, healthy, and attractive appearance. Grass or vegetation encroaching onto or over sidewalks, driveways, or curbs shall be conclusively presumed to be in violation of this standard and considered unsightly.

Failure to comply with these maintenance obligations may result in enforcement action by the Association in accordance with the Enforcement and Fine Policy and applicable provisions of the Texas Property Code.

B. Landscaping - Association Right to Remedy Landscaping Violations.

If any Owner fails to maintain the landscaping, grass, or vegetation on their Homesite in a manner consistent with the community-wide standard, as determined solely by the Board of Directors, the Association shall have the right, but not the obligation, to take corrective action.

Before initiating any such action, the Association shall issue written notice to the Owner, describing the nature of the violation and the corrective measures intended to be taken. The Owner shall be given a period of two (2) calendar days from the date of the notice to cure the violation. Notice shall be deemed properly delivered if sent using the Association's usual method(s) of communication with residents, including but not limited to text message, email, or written letter.

If the violation is not remedied within the two-day period, and upon approval by a two-thirds (2/3) vote of the Board of Directors, the Association may, through its agents, contractors, or employees, enter the Homesite and perform the necessary maintenance, trimming, mowing, or restoration.

All costs and expenses incurred by the Association in carrying out such work shall be the sole responsibility of the Owner and shall be collectible in the same manner as assessments, including the establishment of a lien on the Lot pursuant to the Texas Property Code. In addition, the Owner shall be subject to a monetary fine in accordance with the Association's Enforcement and Fine Policy.

C. Gas Lanterns.

All gas lanterns installed on any Lot or Dwelling must remain continuously lit at all times, unless temporarily extinguished for maintenance, repair, or emergency purposes. This requirement is intended to preserve the architectural character, uniformity, and aesthetic appeal of the Subdivision.

Failure to maintain operational gas lanterns may constitute a violation of this Declaration and shall be subject to enforcement under the Association's governing documents, including the imposition of fines and corrective action in accordance with the Compliance and Fine Policy and Texas Property Code.

D. Driveways.

Each Owner shall be responsible for maintaining their driveway in a clean, safe, and aesthetically appropriate condition. Driveways must be power-washed or thoroughly cleaned at least once per calendar year to prevent the appearance of neglect. Vegetation, including grass or weeds, is strictly prohibited from growing within expansion joints or cracks.

Driveways may not be painted, stained, or resurfaced in any color other than neutral shades of gray or black, and any modification must receive prior written approval from the Architectural Control Committee (ACC) in accordance with Texas Property Code.

If a driveway becomes cracked, damaged, uneven, or otherwise poses a safety or aesthetic concern, the Owner shall be required to make necessary repairs within a reasonable period of time following written notice from the Association. Failure to comply may result in:

1. A monetary fine assessed under the Association's Compliance and Fine Policy as permitted under the Texas Property Code, and
2. Corrective action by the Association or ACC, including repair or replacement of the affected driveway, the cost of which shall be charged to the Owner and secured by the continuing lien on the Lot, as provided in this Declaration.

E. Dwelling Exterior -Association Right to Remedy Exterior Maintenance Violations.

In the event that any Owner fails to maintain the exterior of their Homesite—including the exterior of the Dwelling, any other structures, sidewalks, or parking areas—in a manner consistent with the overall standards established within the community, as solely determined by the Board of Directors, the Association shall have the right, but not the obligation, to take corrective action.

Prior to initiating any such action, the Association shall provide the Owner with written notice specifying the nature of the violation and the corrective measures intended to be taken. The Owner shall have fifteen (15) calendar days from the date of such notice to cure the violation.

Notice shall be deemed properly delivered if provided through any of the customary communication channels used by the Association to notify Residents, including but not limited to text message, email, or physical mail.

If the Owner fails to cure the violation within the fifteen-day period, and upon approval by a two-thirds (2/3) vote of the Board of Directors, the Association may, through its agents, contractors, or employees, enter upon the Homesite to perform the necessary maintenance, repair, or restoration of the Dwelling, sidewalks, structures, or parking areas.

All costs and expenses incurred by the Association in performing such work shall be the responsibility of the Owner and may be collected in the same manner as assessments, including the imposition of a lien pursuant to the Texas Property Code. In addition, the Owner shall be subject to fines in accordance with the Association's Enforcement and Fine Policy.

F. Association Right to Remedy Health and Safety Hazards.

If any condition on a Lot or Homesite creates or reasonably appears to create an immediate threat to the health, safety, or property of any person, the Association shall have the right, but not the obligation, to take such reasonable action as may be necessary to prevent, correct, or mitigate such condition.

The Association and its authorized agents may enter upon the exterior portions of a Lot or Homesite for such purpose when reasonably necessary, subject to applicable law. Except in the case of an emergency requiring immediate action, the Association shall provide the Owner with reasonable prior notice and an opportunity to correct the condition before exercising such right of entry.

The Association shall not enter the interior of an occupied or unoccupied Dwelling without the consent of the Owner or lawful occupant, a court order or other lawful authority, or a bona fide emergency involving an imminent threat of bodily injury or material damage to property.

Any action taken by the Association shall be limited to that reasonably necessary to correct or mitigate the condition. To the extent permitted by this Declaration and applicable law, the reasonable costs incurred by the Association may be charged to the responsible Owner and collected in the manner authorized by the Governing Documents and applicable law.

The Association's exercise or non-exercise of the rights granted under this Section shall not create a duty or obligation on the part of the Association to inspect, monitor, repair, or maintain any privately owned Lot or Dwelling.

G. Limitation of Liability; Enforcement and Compliance.

To the fullest extent permitted by applicable law, neither the Association nor its directors, officers, committee members, agents, employees, or contractors shall be liable to an Owner for reasonable actions taken in good faith and within the scope of the authority expressly granted under this Article.

Nothing in this Section shall be construed to authorize unlawful entry upon private property or into a Dwelling, or to waive liability that cannot lawfully be waived under applicable Texas law.

Any reasonable costs properly incurred by the Association in performing authorized maintenance, corrective work, or hazard mitigation may be charged to the responsible Owner and collected to the extent permitted by this Declaration and applicable law.

The Association and any Owner shall retain all legal and equitable remedies available under this Declaration and applicable law to enforce these restrictions.

**ARTICLE IX
COMPLIANCE AND FINE POLICY**

A. Purpose and Authority.

This Article establishes the Compliance and Fine Policy ("Policy") adopted by La Reserva Homeowners Association (the "Association") for the Twelve Oaks Subdivision, located in Harris County, Texas. The purpose of this Policy is to ensure compliance with the Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), the Bylaws, Architectural Guidelines, and all other governing documents of the Association. This Policy is adopted in accordance with the Texas Property Code.

B. Notice of Violation.

If any Owner or occupant is determined to be in violation of the governing documents, the Association shall issue a written notice of violation that includes:

- a. A description of the violation;
- b. The action required to correct the violation;
- c. The time period to cure the violation (generally 7 to 15 calendar days, unless otherwise stated);
- d. The amount of any proposed fine, if applicable;

Notice of the Owner's right to request a hearing before the Board of Directors under the Texas Property Code.

Such notice shall be delivered using the Association's customary methods of communication, including but not limited to text message, email, or mail to the Owner's last known address on file with the Association.

C. Hearing Procedure and Owner Rights.

The Owner has the right to request a hearing before the Board of Directors to contest the violation or proposed fine. This request must be submitted in writing within 30 days of the date of the violation notice. Upon timely receipt of the request, the Board shall notify the Owner of the date, time, and location of the hearing. At the hearing, the Owner may present testimony or evidence. The Board shall issue a written decision following the hearing.

D. Fine Schedule.

Unless otherwise provided in the Declaration or supplemental restrictions, fines shall be imposed as follows:

1. First Violation: Warning
2. Second Violation (same offense): Fine of up to \$100.00
3. Third and Subsequent Violations: Fine of up to \$250.00 per occurrence or per day, at the discretion of the Board

Higher fines may be imposed for serious, repeated, or ongoing violations. Specific violations include but are not limited to the following:

Violation	Fine
Trash Bins Left Out on Non-Collection Days	\$100.00 for initial offense; \$50.00 per additional day thereafter.
Tree Removal Without ACC Approval	\$2,500.00 per tree or shrub, plus mandatory replacement. Each replacement tree must consist of no fewer than ten (10) trees, each with a minimum height of eight (8) feet, and shall be of the same species as the original tree, provided it is commercially available. If the original species is not reasonably available in the local commercial market, a substitute species shall be designated by the Architectural Control Committee (ACC), considering aesthetics, environmental compatibility, and neighborhood consistency.
Unauthorized Vehicles	\$200.00 per day; after 5 days, the vehicle may be towed with proper notice to the authorities; towing and storage costs shall be the Owner's responsibility.
Basketball Goals, nets or Backboards thereafter	\$100.00 for initial offense; \$50.00 per additional day thereafter

Failure to Maintain Lawn (Uncut Grass) services.	\$100.00 plus the cost of subcontracted maintenance services.
Failure to Remove Dead Trees removal.	\$100.00 initial fine plus \$50.00 per day thereafter until removal.
Other Violations as Stated in HOA Rules	Minimum fine of \$100.00 per day, subject to Board discretion.
Damaging the access gate or any component	\$500 or more, depending on the extent of the damage.
Outdoor burning	First Offense: \$50.00 Each Subsequent Offense: \$200.00 per occurrence
Window Treatment Violation Signs Antennas Prohibited Activities, Animals & Outbuildings Accessory Buildings Holiday Exterior Decorations General Nuisances Lighting Mechanical Equipment	Initial Violation: \$100.00 Ongoing Violation: \$50.00 per day for each calendar day.
Parking and Prohibited Vehicles	Initial Violation: \$100.00 Ongoing Violation: \$50.00 per day for each calendar day.
Fireworks	First Offense \$500.00 Each Subsequent Offense: \$1,000.00 per occurrence
Outside Storage	Initial Violation: \$100.00 Ongoing Violation: \$50.00 per day for each calendar day
Solar Panel	Initial Violation \$1,000.00

E. Delinquent Fines; Late Charges; Collection and Enforcement

Any fine lawfully imposed by the Association in accordance with this Declaration, the Association's duly adopted Compliance and Fine Policy, and applicable law shall become due and payable thirty (30) days after the date written notice of the fine is provided to the Owner, unless a later date is required by applicable law or stated in such notice.

Any fine remaining unpaid after its due date shall constitute a delinquent amount owed by the Owner to the Association. To the fullest extent permitted by applicable law, the Association may impose a one-time late charge of Seventy-Five Dollars (\$75.00) on any such delinquent fine or delinquent account. No recurring or additional late charge shall be imposed with respect to the same delinquent fine except to the extent expressly permitted by applicable law.

The Board may establish, amend, reduce, waive, or otherwise regulate late charges through a duly adopted collection, compliance, or enforcement policy, provided that all such charges are reasonable and permitted by applicable law.

If any fine or other amount remains unpaid after becoming delinquent, the Association may pursue any and all lawful collection remedies, including written demands for payment, referral to legal counsel or a collection agent, and commencement of a civil action to recover amounts lawfully due, subject to all notices, cure periods, hearing rights, payment-plan requirements, and other procedures required by Chapter 209 of the Texas Property Code and other applicable law.

To the fullest extent permitted by applicable law, the Owner shall be responsible for reasonable attorney's fees, court costs, collection costs, and other reasonable expenses incurred by the Association in enforcing the restrictions or collecting amounts lawfully due, provided that the Association has satisfied all applicable notice and procedural requirements.

Nothing contained in this Section shall be construed to authorize foreclosure of an Association lien in circumstances in which foreclosure is prohibited by Section 209.009 of the Texas Property Code, including when the debt securing the lien consists solely of fines assessed by the Association and attorney's fees incurred solely in connection with such fines. Nothing herein shall prohibit the Association from pursuing any other remedy for collection or enforcement permitted by this Declaration or applicable law.

The Association's acceptance of any partial payment shall not constitute a waiver or release of the remaining balance or of any right or remedy available to the Association under this Declaration or applicable law.

F. Additional Remedies.

The imposition of a fine does not limit the Association's authority to pursue other enforcement remedies, including but not limited to:

- a. Use of Common Areas;
- b. Self-help remedies as authorized in the Declaration;
- c. Legal action for injunctive relief or damages;
- d. Non-judicial foreclosure of assessment liens under the Declaration and the Texas Property Code.

G. Recovery of Enforcement Costs.

If the Association undertakes any repairs, maintenance, or enforcement actions due to an Owner's noncompliance, the Owner shall be responsible for all associated costs, including attorney's fees. Such amounts shall be treated as an Individual Assessment and secured by the lien established in the Declaration.

H. Annual Review.

This Policy shall be reviewed annually during the Association's open Board meeting. The Board of Directors may amend, revise, or reaffirm the Policy as necessary to ensure effective governance and enforcement.

This Article shall be interpreted and enforced in accordance with the Texas Property Code and the laws of the State of Texas.

I. Supersession by Separate Compliance and Fine Policy.

This Article may be supplemented, modified, or superseded in part or in whole by a separate document titled "Compliance and Fine Policy," duly adopted by the Board of Directors of the Association pursuant to Texas Property Code, which governs notice and enforcement procedures for homeowners' associations. Such policy may be adopted without requiring a formal amendment to the body of this Declaration or to the deed restrictions applicable to Twelve Oaks Subdivision Section One.

The Compliance and Fine Policy shall be recorded in the Real Property Records of Harris County, Texas, as required by Texas Property Code. Recordation shall be a condition precedent to its legal enforceability. Upon proper recordation, the most current and validly adopted Compliance and Fine Policy shall prevail over and supersede any conflicting provisions of this Declaration specifically related to compliance procedures, notice, or fines, and shall be interpreted as a lawful and binding supplement to the Association's enforcement authority under this Declaration.

Adoption and implementation of such policy shall not constitute a formal amendment to this Declaration and shall not require a vote or written consent of the Owners.

ARTICLE X VARIANCES

The Board of Directors, upon recommendation of the Architectural Control Committee (ACC) or its duly authorized representative, may grant variances from compliance with any architectural provisions set forth in this Declaration, any amendments or supplemental amendments, Builder Guidelines, or Architectural Guidelines—unless expressly prohibited. Such variances may include, but are not limited to, deviations regarding structure height, size, placement, or similar restrictions, when specific circumstances—such as topography, natural obstructions, hardship, aesthetic, or environmental considerations—justify such exceptions. All variances must:

1. Be documented in writing;
2. Be approved by a majority vote of the Board; and
3. Take effect upon execution by a member of the Board.

The granting of a variance shall not be deemed a violation of the covenants, conditions, or restrictions contained in this Declaration as it pertains to the specific matter for which the variance is granted. However, the approval of a variance does not:

4. Waive any other provision of this Declaration beyond the scope of the specific variance granted;
5. Exempt the Owner from compliance with applicable governmental laws or regulations.

Furthermore, no variance granted under this section shall be interpreted or relied upon as establishing a precedent by any Member, Owner, or third party—regardless of whether they were involved in or aware of the original variance. Each variance decision is based solely on the unique set of facts and circumstances presented at the time of the request and shall not obligate the Board or ACC to approve any similar or subsequent requests.

ARTICLE XI LIMITATION OF LIABILITY

Pursuant to the applicable provisions of the Texas Property Code, including but not limited to Section 202.004 (which limits liability of association officers and volunteers acting in good faith) and Chapter 209 (Texas Residential Property Owners Protection Act), and in accordance with general principles of Texas common law, neither the Declarant, the Association, the Architectural Control Committee (ACC), the Board of Directors, nor any of their respective officers, directors, partners, members, managers, employees, agents, representatives, successors, or assigns shall be liable—whether in law or equity—to any Owner, Member, applicant, or third party for any claim, loss, liability, damage, or cause of action arising out of or related to:

1. any alleged error in judgment;
2. any act or omission;
3. negligence (including passive or ordinary negligence);
4. failure to act (nonfeasance); or
5. the approval, disapproval, or failure to approve or disapprove any plans, applications, or matters requiring approval under this Declaration or any related governing document, including but not limited to architectural submissions, building plans, structural improvements, or modifications.

In accordance with the Texas Property Code, any such officer, director, or committee member shall not be liable to the property owners' association or any individual for monetary damages for an act or omission occurring in the person's capacity as an officer or committee member unless the act or omission was fraudulent, in bad faith, or constituted willful misconduct.

Further, any approval granted by the ACC, the Board, or the Association, or by any of their representatives or agents, shall not be deemed a representation or warranty, express or implied, as to the quality, structural soundness, code compliance, or suitability of design, materials, or workmanship. Review and approval are rendered solely for consistency with aesthetic standards and community regulations and shall not relieve any Owner of their obligation to comply with all applicable municipal, county, state, or federal laws, ordinances, and building codes.

Accordingly, all liability is expressly disclaimed, and any right to assert claims, demands, or legal actions against the parties identified herein is expressly and irrevocably waived, provided that the conduct in question was carried out in good faith and within the scope of authority granted under this Declaration.

ARTICLE XII ASSESSMENTS, LIENS AND COLLECTION PROCEDURES

A. Creation of Lien and Personal Obligation of Assessments.

Pursuant to the Texas Property Code, each Owner of a Lot or Homesite within the Subdivision, by acceptance of a deed or other conveyance, hereby covenants and agrees to pay the Association the following:

1. Annual Assessments
2. Special Assessments
3. Transfer Fee – A non-refundable fee shall be due to the Association upon any transfer of ownership of a Lot or Homesite. The cost of this fee shall be established by the Board of Directors and may be adjusted from time to time.
4. Construction Fee: \$3,000.00 non-refundable

B. Continuing Assessment Lien.

To the extent authorized by this Declaration and applicable Texas law, all assessments properly levied against a Lot, together with any interest, late charges, collection costs, and reasonable attorney's fees that are lawfully chargeable to the Owner and lawfully secured by the Association's lien, shall constitute a continuing lien against such Lot.

No fine, attorney's fee, enforcement cost, collection cost, or other charge shall be deemed secured by the Association's lien, or subject to foreclosure, except to the extent expressly permitted by this Declaration and applicable Texas law.

The Association may record evidence of its lien in the Official Public Records of Harris County, Texas, and may enforce such lien by any remedy permitted by this Declaration and applicable law.

Notwithstanding anything in this Declaration to the contrary, the Association shall not foreclose its assessment lien when foreclosure is prohibited by applicable Texas law, including Texas Property Code.

Nothing in this Section shall prevent the Association from pursuing any other lawful method of collecting fines, attorney's fees, costs, or other amounts that are not subject to foreclosure.

C. Purpose of Assessments.

Assessments levied by the Association shall be used for any lawful purpose in furtherance of health, safety, welfare, or general benefit of the Subdivision, as determined by the Board of Directors. These may include, without limitation:

1. Maintenance, repair, or improvement of Common Areas, private streets, sidewalks, fountains, parkways, boulevards, setbacks, and entryways;
2. Security patrol, street lighting, emergency response services, pest control, and beautification;
3. Funding recreational amenities and reserves;
4. Participation in shared maintenance agreements with adjacent or regional associations, as authorized by a majority vote of the Board.

D. Annual Assessment.

a. Obligation and Lien.

The Annual Assessment is a binding obligation of each Owner and constitutes a lien upon the Lot or Homesite.

b. Rate.

The Annual Assessment shall be \$1,800.00 per Lot, subject to adjustment by the Board.

c. Commencement and Due Date.

Assessments shall begin on the first day of the month following the first sale of a Lot to a resident, provided utilities are available. Thereafter, assessments are due in advance on January 1st of each year and shall be delinquent if not paid by January 31st.

d. Proration.

A pro-rata assessment shall apply for the first year of ownership. Any Owner acquiring a Lot during a calendar year shall be responsible for a prorated share of the Annual Assessment.

e. Adjustment Authority.

The Board may, at its sole discretion, increase the Annual Assessment once per calendar year as necessary to meet budgetary needs. Increases are not retroactive. However, if an Owner is delinquent when the adjustment is enacted, the new rate may apply to the balance owed for that year.

E. Special Assessments.

In addition to the Annual Assessments, the Association may levy Special Assessments, as determined reasonably necessary by the Board of Directors, to cover the cost of:

1. Capital improvements or major repairs to the Common Areas;
2. Emergency repairs, maintenance, or replacement of infrastructure;
3. Unusual, extraordinary, or infrequent expenses incurred for the benefit of the Subdivision; or
4. Any other lawful purpose authorized by this Declaration and reasonably determined by the Board to be necessary for the operation, maintenance, health, safety, or welfare of the Subdivision.

Except as otherwise required by applicable law or expressly provided in this Declaration, Special Assessments may be levied by the Board of Directors without a vote or approval of the Members.

Special Assessments:

Shall be due and payable at the time and in the manner specified in the resolution authorizing the assessment;

May be levied against all Lots on a uniform basis or, when the expense specifically benefits only certain Lots or Owners, against those Lots or Owners benefiting from such expense, to the extent permitted by this Declaration and applicable law; and

Shall be subject to the same collection procedures, lien rights, and enforcement remedies applicable to Annual Assessments, to the extent permitted by this Declaration and applicable law.

Written notice of any Special Assessment shall be provided to each affected Owner at least thirty (30) days before the applicable due date, unless a different notice period is required by applicable law.

F. Collection and Remedies.

Assessments not paid within thirty (30) days of the due date shall bear interest at the lesser of 18% annually or the maximum rate allowed by law. In accordance with the Texas Property Code, the Association has the right to:

File and foreclose a lien non-judicially under the Texas Property Code;

File suit to collect the debt;

Appoint a Trustee to execute foreclosure sales;

Record a Notice of Lien without affecting lien validity.

The Association may also notify a delinquent Owner's lender. Following foreclosure, any occupant is deemed a tenant-at-sufferance and may be removed lawfully. Proceeds from foreclosure shall be applied to:

- i. Collection expenses and fees;
- ii. Unpaid assessments and interest;
- iii. Surplus, if any, to the former Owner.

G. Subordination of the Lien.

The lien for assessments shall be subordinate to the lien of any first mortgage. Foreclosure by a first lienholder extinguishes any prior lien for assessments but does not relieve the Lot from future obligations.

H. Notice of Delinquency.

In accordance with the Texas Property Code, the Association shall provide written notice of delinquency to the last known address of the Owner, which shall be presumed to be the address of the Lot unless otherwise designated in writing by the Owner.

I. Late Fees and Accrual of Charges

Pursuant to Texas Property Code, if a Homeowner fails to pay any amount owed to the Association by the stated due date, a monthly late fee of \$75.00 USD shall be assessed and shall continue to accrue each month until the delinquency is fully cured. Delinquency shall commence the day after the payment due date without further notice.

The amount of the late fee set forth herein may be updated from time to time by resolution of the Association's Board of Directors and shall be superseded by the amount set forth in the most recently adopted and properly recorded Compliance and Fine Policy filed in the Official Public Records of Harris County, Texas, pursuant to Texas Property Code. In case of conflict, such recorded policy shall govern. All late fees, together with applicable interest, collection costs, and any other lawful charges, shall be secured by the assessment lien in accordance with the Texas Property Code.

Nothing in this provision shall limit the Association's right to pursue additional legal remedies, including the suspension of membership rights under § 209.0051(h) or the enforcement of the lien by judicial or nonjudicial foreclosure.

**ARTICLE XIII
AMENDMENT, MODIFICATION AND PERPETUITY OF THE DECLARATION**

This Declaration of Covenants, Conditions, and Restrictions (the "Declaration") is intended to run with the land in perpetuity and shall bind all Owners, their heirs, successors, assigns, and any person acquiring an interest in any portion of the Property, unless lawfully amended or terminated in strict accordance with the procedures and requirements set forth herein and applicable Texas law.

A. Amendments During the Development Period.

During the Development Period, as defined herein, this Declaration may be unilaterally amended, modified, or terminated by the Declarant or its legal representatives, successors, or assigns, at any time and for any purpose, without notice to, joinder of, or consent from any Owner, lienholder, or other person or entity. Such amendment shall be effective upon being duly executed and recorded in the Real Property Records of Harris County, Texas, as required by Texas Property Code. For the avoidance of doubt, the Declarant's authority under this Section shall not be subject to any voting requirement, amendment threshold, consent requirement, approval requirement, or other limitation contained elsewhere in this Declaration, except to the extent expressly required by applicable law and not subject to waiver.

B. Amendments After Transfer of Control to the Association.

Upon expiration of the Development Period and legal transfer of control to the Homeowners Association, this Declaration may be amended, modified, or terminated only by the affirmative vote of at least two-thirds (2/3) of the Owners, in accordance with the procedures set forth in this Declaration and as required under Texas Property Code. No such amendment shall be valid or effective unless it is in writing, properly executed, and recorded in the Real Property Records of Harris County, Texas.

C. No Implied Waiver or Termination.

The failure to enforce any provision of this Declaration on one or more occasions shall not constitute a waiver, abandonment, or termination of such provision. No amendment, waiver, or revocation shall be valid unless made in strict compliance with the procedures set forth herein. The Association shall have no authority to adopt or permit any amendment that would:

- Alter the perpetual nature of this Declaration;
- Eliminate the binding effect of these restrictions as covenants running with the land; or
- Violate the protective covenant requirements set forth in Texas Property Code.

D. Perpetuity and Enforceability.

It is the express intent of the Declarant that this Declaration, and all restrictions and covenants contained herein, shall remain in full force and effect in perpetuity, unless expressly amended in accordance with this Article. Any future amendment shall be narrowly construed and shall not be deemed to repeal, modify, or diminish the original intent or scope of the restrictions unless such intent is clearly and unambiguously stated.

**ARTICLE XIV
ALTERNATE DISPUTE RESOLUTION**

A. Dispute Resolution – Mandatory Pre-Litigation Mediation.

In accordance with the Texas Property Code (Texas Residential Property Owners Protection Act), no legal action, arbitration, or formal dispute resolution proceeding shall be initiated between any of the following parties: Owners, Members, the Board of Directors, officers of the Association, or the Association itself, until the parties have first submitted the matter to non-binding mediation conducted by a qualified mediator mutually agreed upon, or, if the parties cannot agree, selected in accordance with applicable Texas procedures.

Such mediation must be conducted in good faith and is intended to facilitate an efficient, fair, and amicable resolution before resorting to litigation or formal proceedings.

This mediation requirement shall not apply to disputes solely between Owners when such disputes are not governed by this Declaration, its Amendments, the Builder Guidelines, or the Association's governing documents.

Participation in mediation shall not preclude any party from pursuing additional legal or equitable remedies afterward, provided that the mediation process has been completed in accordance with this provision.

B. Alternative Dispute Resolution – Mandatory Pre-Litigation Mediation Procedure.

Pursuant to the Texas Property Code, including but not limited to Section 209.0062, in the event of any dispute or controversy between Owners, Members, the Association, the Board of Directors, or any officer thereof, the parties shall voluntarily submit to non-binding mediation prior to initiating any judicial, administrative, or arbitration proceeding.

Each party may represent themselves individually, through an authorized agent or representative, or may be represented by legal counsel. The dispute shall be submitted to a mutually agreed-upon mediator, who must meet at least one of the following qualifications:

1. An attorney-mediator with demonstrable experience in community association law;
2. A Professional Community Association Manager ("P.C.A.M."), certified by the Community Associations Institute;
3. A Certified Property Manager ("C.P.M."), certified by the Institute of Real Estate Management.

To be eligible to serve as a mediator under this provision, the individual must not reside within the Subdivision, must not be employed by or represent any party to the dispute, and must have no conflict of interest with any of the parties involved.

The Board of Directors shall maintain a list of no fewer than five (5) potential mediators who meet the above qualifications. However, the parties shall not be limited to this list and may select any eligible mediator by mutual agreement.

The cost of the mediation shall be borne equally by the parties. If, after making reasonable efforts (not to exceed thirty (30) days), the parties cannot mutually agree on a mediator, each party shall select their own mediator, and the two selected mediators shall jointly appoint a third neutral mediator, who shall conduct the mediation. In such event:

4. Each party shall pay the fees of their individually selected mediator; and
5. The cost of the third neutral mediator shall be shared equally between the parties.

The parties must participate in this mediation process in good faith before resorting to formal legal proceedings. Participation in mediation does not waive the parties' right to seek judicial or equitable relief thereafter, provided that the mediation requirement under this provision has been satisfied.

C. Preservation of Rights to Seek Emergency Relief.

Participation in the alternative dispute resolution (ADR) process, including the mandatory pre-litigation mediation described in this Declaration and governed by the Texas Property Code, shall not operate as a waiver of any party's right to seek extraordinary or emergency judicial relief when such relief is necessary to protect legal rights or prevent immediate and irreparable harm.

Specifically, any party may seek remedies including, but not limited to:

1. Temporary Restraining Orders (TROs), or
2. Temporary or Preliminary Injunctions,

in accordance with the Texas Rules of Civil Procedure (Rule 680 et seq.), when such measures are required to maintain the status quo, preserve evidence, or prevent harm prior to the scheduling or conclusion of mediation.

Such emergency relief may be sought before, during, or after the mediation process, without violating the party's obligation to participate in good faith mediation under this Declaration.

This provision is intended to ensure that the mediation process does not impair or delay the ability of a party to act promptly to protect substantial legal rights in urgent circumstances. The filing of such emergency requests shall not be considered a breach of the mediation requirement, nor shall it preclude the continuation of the mediation process once the emergency matter has been addressed by the appropriate court.

D. Assessment Collection and Lien Foreclosure.

Notwithstanding any provision in this Declaration regarding Alternative Dispute Resolution, such procedures shall not apply to actions by the Association relating to the collection of delinquent assessments or the foreclosure of the Assessment Lien, as authorized under this Declaration and in accordance with the Texas Property Code.

The Association retains the full right to pursue all legal and equitable remedies available under Texas law, including but not limited to:

1. Issuing notices of delinquency pursuant to Section 209.006;
2. Charging interest, late fees, and reasonable collection costs as permitted by statute;
3. Filing a Notice of Lien in the real property records;
4. Pursuing nonjudicial or judicial foreclosure of the lien in compliance with Section 209.009 and any other applicable law.

The requirement to mediate or otherwise engage in dispute resolution prior to legal action does not apply to the enforcement of the Association's assessment rights, and nothing in this Declaration shall be construed to impair or delay the Association's ability to protect its financial interests through lien enforcement or foreclosure proceedings.

ARTICLE XV GENERAL PROVISIONS

A. Severability Clause.

Pursuant to the Texas Property Code, which recognizes the enforceability of restrictive covenants unless found to violate public policy or law, it is hereby declared that:

If any provision, section, paragraph, sentence, clause, phrase, or word of this Declaration, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable, or illegal, such holding shall not affect, impair, or invalidate the remaining provisions of this Declaration. The remainder of the Declaration shall continue in full force and effect and shall be interpreted and enforced to carry out the original intent and purposes of the Association and the Declarant to the fullest extent permitted by law.

This severability clause is intended to ensure that this Declaration remains valid and enforceable under all circumstances, in accordance with the Texas Property Code, the Texas Uniform Declaratory Judgments Act (Chapter 37, Texas Civil Practice & Remedies Code), and applicable principles of contract law as interpreted by Texas courts.

B. Compliance with Laws.

Each Owner shall, at all times, ensure full compliance with all applicable federal, state, county, and municipal laws, ordinances, codes, rules, and regulations governing the use, occupancy, maintenance, and condition of the Homesite and all improvements located thereon. This obligation is in addition to, and is not in substitution for, any restrictions set forth in this Declaration, any supplemental declarations, or architectural or use guidelines adopted by the Association.

In the event that any provision of this Declaration, or any amendment or supplemental declaration hereto, is determined by a court of competent jurisdiction to conflict with or violate any applicable law, such provision shall be interpreted, reformed, or severed to the minimum extent necessary to comply with the law, while preserving, to the greatest extent legally permissible, the original restrictive intent and effect of the provision as adopted.

This clause shall be construed consistently with the intent of the Association and the Declarant to enforce lawful and reasonable use restrictions under the Texas Property Code, and nothing herein shall be deemed to waive the Association's authority to adopt and enforce rules in furtherance of the community's safety, aesthetics, and property values.

C. Gender, Number, and Entity References.

In accordance with standard rules of legal construction, including but not limited to the Texas Government Code (Code Construction Act) and applicable Texas common law, the use of the singular in this Declaration shall be deemed to include the plural, and vice versa, whenever the context so requires.

Likewise, references to any gender shall include all genders, and words importing the masculine shall be deemed to include the feminine and neutral, as applicable. References to individuals shall be construed to include natural persons, corporations, partnerships, limited liability companies, trusts, or other legal entities, and any grammatical changes required to make the provisions of this Declaration applicable to any such person or entities shall be presumed and understood as though fully stated.

This provision is intended to ensure that the terms and restrictions set forth in this Declaration are applied in an inclusive and enforceable manner, without limitation or ambiguity arising from grammatical or linguistic form.

D. Titles and Headings.

Pursuant to the Texas Government Code (Code Construction Act) and established principles of contractual and statutory interpretation under Texas law, the titles, captions, and headings used in this Declaration and in its Articles and Sections are included solely for reference and convenience.

Such headings shall not be considered a substantive part of the Declaration, and shall not be used to construe, interpret, expand, or limit the meaning, scope, or intent of any term, covenant, or provision herein. In case of any ambiguity or conflict between a title or heading and the substantive content that follows, the plain language of the provision shall govern.

This provision ensures the Declaration is interpreted in accordance with its actual text and not by the structure or formatting of its section titles.

E. Governing Law and Venue.

This Declaration, and all rights, duties, and obligations arising hereunder, shall be governed by, construed in accordance with, and enforced pursuant to the laws of the State of Texas, including but not limited to the Texas Property Code, and all other applicable statutory and common law principles of the State.

In accordance with the Texas Property Code, which authorizes the enforcement of restrictive covenants unless contrary to public policy or law, this Declaration and all related governing documents of the Association shall be presumed valid and enforceable under Texas law.

All obligations arising under this Declaration, whether contractual or equitable, shall be deemed performable in Harris County, Texas, which is hereby designated as the exclusive venue for any legal action or proceeding related to the interpretation, enforcement, or breach of this Declaration, in accordance with the Texas Civil Practice and Remedies Code (General Rule: Venue shall be in the county where all or a substantial part of the events giving rise to the claim occurred).

F. Fines for Violations.

In accordance with the Texas Property Code, the Association may impose reasonable monetary fines for violations of the restrictive covenants, rules, or regulations set forth in this Declaration, or in any duly adopted bylaws, guidelines, or resolutions of the Association—excluding fines related to the non-payment of regular or special assessments, which are governed separately under this Declaration and state law.

All such fines shall be determined and adopted by the Board of Directors and shall be subject to the following requirements:

1. Notice Requirement:

Before imposing a fine, the Association shall provide the Owner with written notice of the violation in accordance with Section 209.006, specifying:

- a) The nature of the violation;
- b) The amount of the proposed fine;
- c) The Owner's right to a hearing under Section 209.007; and
- d) A reasonable opportunity to cure the violation, if applicable.

2. Hearing Rights:

Upon timely written request from the Owner, the Association shall schedule a hearing before the Board or a designated committee in accordance with Section 209.007, allowing the Owner the opportunity to be heard and present evidence.

3. Lien Secured:

Once properly imposed, fines shall constitute a personal obligation of the Owner and may be collected by any lawful means permitted under this Declaration and applicable law. Fines shall be secured by an Association lien only to the extent expressly permitted by this Declaration and applicable Texas law. In no event shall the Association foreclose an assessment lien when foreclosure is prohibited by Section 209.009 of the Texas Property Code, including when the debt securing the lien consists solely of fines assessed by the Association and attorney's fees incurred solely in connection with such fines. authorized by this Declaration and the Texas Property Code.

Nothing in this section shall be construed to limit the Association's right to pursue injunctive or equitable relief for violations, in addition to or in lieu of monetary fines.

G. Books and Records Access.

In accordance with the Texas Property Code, the Association shall make its books, records, and official documents available for inspection and copying by any Member of the Association who submits a written request stating a proper purpose related to the Member's interest as a property owner.

1. Inspection Rights.

Upon receipt of a written request, the Association shall, within ten (10) business days, provide access to the requested records during normal business hours, at a mutually agreed time and location, by appointment. Such inspection shall be limited to records not protected by law or subject to confidentiality under Section 209.005(c) (e.g., attorney-client privileged documents, private personal information, pending litigation, etc.).

2. Records Included.

The following governing documents shall be available to all Members for inspection, by appointment, upon written request:

- The Articles of Incorporation of the Association;
- The Bylaws;
- This Declaration of Covenants, Conditions, and Restrictions (CC&Rs); and
- Any rules, policies, or guidelines adopted by the Board.

These documents must also be made available on any website maintained by the Association if required under Section 209.0051(e-1).

3. Copying and Reimbursement.

The Association may charge a reasonable fee for the production or copying of records, in accordance with Section 209.005(f), not to exceed the actual costs incurred.

4. Limitations.

Nothing in this section shall require the Association to disclose:

- Confidential or privileged information;
- Records related to individual personnel matters;
- Legal opinions or correspondence protected under attorney-client privilege; or
- Any other documents specifically excluded under the Texas Property Code.

H. Notices.

Any notice required or permitted to be given to an Owner under this Declaration, the Bylaws, or any applicable law shall be deemed properly delivered when sent in writing and:

- Mailed, postage prepaid, by first-class United States mail to the Owner's last known mailing address as reflected in the official records of the Association at the time of such mailing; or
- Delivered electronically, if the Owner has provided written consent to receive notices by email, in accordance with the Texas Property Code.

For purposes of compliance with the Texas Property Code, notices related to violations, enforcement actions, fines, hearings, or suspension of rights shall include:

- A clear description of the alleged violation or action to be taken;
- A statement of the Owner's right to request a hearing (if applicable);
- The deadline for response; and
- Any opportunity to cure the violation.

Delivery shall be deemed complete upon deposit in the U.S. mail or upon electronic transmission, as applicable. The Association shall not be responsible for a delay or failure in delivery caused by inaccurate contact information that was not updated by the Owner.

It is the sole responsibility of each Owner to ensure that their contact information, including mailing and email addresses, is accurate and current in the Association's records.

I. Merger or Consolidation of the Association.

In accordance with the Articles of Incorporation of the Association, and subject to the provisions of Chapter 10 of the Texas Business Organizations Code, the Association may merge or consolidate with one or more other property owners' associations or similar nonprofit entities.

Upon such a merger or consolidation, and consistent with applicable provisions of the Texas Property Code, which governs recording of dedicatory instruments, the following shall apply:

- The properties, assets, rights, and obligations of the Association may be transferred to the surviving or consolidated entity, or, alternatively, those of another association may be transferred to the Association, which shall continue as the surviving entity.
- The surviving or consolidated association shall have full power and authority to administer and enforce all covenants, conditions, restrictions, easements, and rules established under this Declaration and any other similar instruments applicable to properties previously administered by the merging entities, under a unified governance structure.
- Such a merger or consolidation shall not revoke, modify, amend, or otherwise alter the terms of this Declaration, unless a separate amendment is adopted in strict compliance with the amendment procedures set forth in this Declaration and in accordance with the Texas Property Code.

- All dedications, rights, restrictions, and obligations under this Declaration shall remain binding and enforceable on all Owners, Lots, and Common Areas as originally recorded, notwithstanding the merger or consolidation.

This provision ensures continuity in governance and enforceability of covenants across merged or consolidated associations while preserving the legal integrity of this Declaration.

J. Owner Contact Information and Occupancy Disclosure.

Each Owner shall be required to maintain current and accurate contact information with the Association at all times. If the Owner's mailing address differs from the physical address of the Lot or Homesite, the Owner shall provide written notice to the Association of such mailing address and update it promptly upon any change.

If the Owner fails to provide a current mailing address, the Association is authorized to rely on the physical address of the Lot or Homesite as the Owner's default address of record for purposes of delivering notices, in accordance with the Texas Property Code.

In addition, if the Owner leases or rents the Lot or Homesite, the Owner shall provide the Association, in writing, with the full name of the tenant(s) occupying the property at the time the lease is executed or upon any change of occupancy. This requirement supports the Association's ability to enforce the community's governing documents and maintain accurate records regarding the use and occupancy of properties within the Subdivision.

Failure to comply with the requirements of this Section may result in the Association being unable to provide timely and proper notice, in which case the Association shall not be liable for any delay or deficiency in notice arising from the Owner's failure to update their contact information.

K. Absolute Security Disclaimer and Waiver of Liability.

(Pursuant to Texas Property Code and Texas Civil Practice & Remedies Code)

To the fullest extent permitted by law, and notwithstanding any language in this Declaration, the Association's governing documents, or any oral or written communication to the contrary, the following shall apply:

1. No Duty to Provide Security.

The Association, its Board of Directors, officers, managers, agents, employees, representatives, attorneys, contractors, Declarant, and any successor Declarant do not have, and shall never be deemed to have, any duty, obligation, responsibility, or liability to provide for the safety, security, or protection of any person or property within the community, including Owners, Occupants, Tenants, Guests, Invitees, contractors, or any third party.

This includes, without limitation, no duty to install, monitor, maintain, or respond to any alarm system, surveillance equipment, gate system, lighting system, patrol service, or any other device or procedure intended or perceived as a safety or security measure.

2. No Guarantee or Warranty of Effectiveness.

The Association, Declarant, and all related parties make no representation, warranty, or guaranty, express or implied, regarding the effectiveness, adequacy, operation, design, installation, performance, or reliability of any security measure or system, whether undertaken voluntarily or required under the governing documents.

This includes any warranties of merchantability, habitability, fitness for a particular purpose, or non-negligent performance, all of which are hereby disclaimed in their entirety.

3. Assumption of Risk and Release of Claims.

All persons entering or residing within the community, including but not limited to Owners, Occupants, Tenants, Guests, and Invitees, expressly assume all risks of injury, death, loss, damage, theft, burglary, assault, fire, vandalism, trespass, or any other harm, whether caused by criminal acts of third parties, accidents, acts of nature, or any other event—foreseeable or not.

Each such person further waives and releases any and all present or future claims, demands, actions, causes of action, or liabilities of any kind, whether at law or in equity, against the Association, its Board, the Declarant, and their respective affiliates, agents, employees, and successors, arising out of or related to the actual or alleged failure to provide adequate security or the perceived inadequacy of any security measure.

This waiver specifically includes, to the maximum extent permitted by applicable law, any and all claims based on negligence, gross negligence (except where such waiver is expressly prohibited by law), premises liability, respondeat superior, negligent hiring, training, supervision, or retention, or any other theory of liability or vicarious liability.

4. No Reliance by Owners or Occupants.

No Owner, Occupant, or any other person may rely on any act, omission, statement, policy, or presence of security equipment or personnel as an indication or promise that safety is being provided, ensured, or guaranteed. Any such reliance is unreasonable, unjustified, and void as a matter of law.

5. Non-Liability Extended to Third Parties.

This waiver and limitation of liability shall also apply to:

- The Declarant and any successor Declarant;
- Any management company retained by the Association;
- Any contractor or subcontractor providing security-related services;
- Any director, officer, agent, or employee acting in good faith within the scope of their authority;
- And any insurance carrier, to the extent permitted by applicable law.

6. Construction and Enforcement.

This provision shall be interpreted and enforced in accordance with:

- The Texas Property Code, affirming the validity of private covenants unless against public policy;
- The Texas Civil Practice and Remedies Code, limiting property owner liability for third-party criminal acts;
- And prevailing Texas common law limiting the duties of private parties regarding security and public safety.

If any part of this provision is unenforceable by a court of competent jurisdiction, the remainder shall remain in full force and effect to the maximum extent permitted by law.

Executed by Declarant Pursuant to Texas Law

IN WITNESS WHEREOF, this Third Amendment and Restated Declaration of Covenants, Conditions and Restrictions for Twelve Oaks Subdivision One has been executed by the undersigned Declarant pursuant to the Texas Property Code, and any other applicable provisions of Texas law, for the purpose of establishing a binding and enforceable set of restrictive covenants, which shall run with the land and be binding upon all successors, assigns, and Owners of record.

Pursuant to Texas Property Code, this Declaration shall become effective upon its filing and recordation in the Official Public Records of Real Property of Harris County, Texas, and shall remain valid and enforceable unless and until lawfully amended or terminated in the manner provided herein.

Executed this 6th day of October 2026.

DECLARANT:

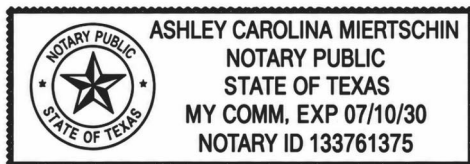
Twelve Oaks Subdivision LLC
a Texas Limited Liability Company

By: _____
Roberto Alvarez
Manager

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Roberto Alvarez, known to me to be the person whose name is subscribed to the foregoing instrument, and who, being duly sworn by me, acknowledged to me that he is the Member Manager of Twelve Oaks Subdivision LLC, a Texas limited liability company, and that he executed the same on behalf of said company as its voluntary act and deed, and with full authority to do so, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6th day of October 2026, in Harris County, Texas.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
La Reserva Homeowners Association
20416 W FM 1097 Rd
Montgomery TX 77356

FILED FOR RECORD

4:14:33 PM

Tuesday, October 6, 2026

Laneshia Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Tuesday, October 6, 2026

Laneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS

