



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OLYMPIA ESTATES, SECTION SIX AND ARTICLES OF ANNEXATION**

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

Courtesy 1

This Declaration of Covenants, Conditions and Restrictions For Olympia Estates, Section Six and Articles of Annexation (this "**Declaration**") is made by D.R. Horton – Texas, Ltd, a Texas limited partnership, with its principal office at 14100 Southwest Freeway, Suite 500, Sugar Land, Texas 77478, hereinafter referred to as "Declarant."

RECITALS

A. That certain Declaration of Declaration of Covenants, Conditions and Restrictions For Olympia Estates, Sections One and Two was recorded in the Official Public Records of the County Clerk of Fort Bend County, Texas, under Clerk's File No. 2003035128 and was amended by that certain First Amendment to the Declaration of Declaration of Covenants, Conditions and Restrictions For Olympia Estates, Sections One and Two recorded in the Official Public Records of the County Clerk of Fort Bend County, Texas, under Clerk's File No. 2003163916 (as amended, the "**Original Declaration**").

B. Article XIII, Section 9 of the Original Declaration allows for the addition of additional subdivisions, lots, real property and common area to be included within the Properties (as such term is defined in the Original Declaration and used herein) and subject to the Original Declaration.

C. Declarant has filed a subdivision map or plat of Olympia Estates, Section Six, in the Plat Records in the Office of the County Clerk of Fort Bend County, Texas, which map or plat is more particularly described as the Section 6 Plat in Section 15, of Article II hereof, and is incorporated herein by reference. Declarant is the owner of the real property described in the Section 6 Plat (the "**Property**"). This Declaration will apply to the Property.

D. It is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against the Property, in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in the Property. Without limiting the foregoing, it is the desire of Declarant to annex and add the Property to the Properties and to subject the Property to the Original Declaration, as further set forth herein.

E. It is the desire of the Olympia Estates Community Association, Inc. (the "**Association**") to acknowledge, agree and consent to the annexation and addition of the Property to the Properties subject to the Original Declaration, as further set forth herein.

NOW THEREFORE, Declarant, pursuant to the premises stated above, hereby adopts, establishes and imposes upon the Property, the following reservations, restrictions, covenants and conditions applicable to the Property, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, which reservations shall run with the land, shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I: APPLICABILITY/ARTICLES OF ANNEXATION

SECTION 1. This Declaration shall be applicable to the Property and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth herein, which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

SECTION 2. For purposes of subparagraph (b) of Section 9 of the Original Declaration, Declarant states:

- A. the name of the Owner of the Property is D.R. Horton – Texas, Ltd, a Texas limited partnership;
- B. the perimeter description of the Property being added or annexed is set forth in Exhibit A attached hereto and is designated as Olympia Estates, Section 6;
- C. the description of the residential areas and of the Common Areas of the Property and the rights and easements of the Owners in and to the Common Areas are set forth in this Declaration;
- D. the Property is being added or annexed in accordance with the provisions of the Original Declaration;
- E. that, as of the Effective Date, all of the provisions of the Original Declaration shall apply to the Property as if originally included therein as part of the original development, with the exception of the payment of maintenance assessments and other charges on the lots developed in the Property, as described in subparagraph (d) of Section 9 of the Declaration;
- F. that, as of the Effective Date, the Property is submitted to the jurisdiction of the Association with the same force and effect as if the Property were originally included therein as part of the original development, with the exception of the payment of maintenance assessments and other charges on the lots developed in the Property, as described in subparagraph (d) of Section 9 of the Declaration;
- G. that the Common Area of the Property will be conveyed to the Association by the Owner thereof prior to the sale of the first lot in the Property; and
- H. this Declaration contains such other provisions which are not inconsistent with the provisions of the Original Declaration or the general scheme or plan of development of Olympia Estates Subdivisions as a residential development.

ARTICLE II: DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning set forth for such terms in the Original Declaration, which terms are incorporated herein by reference. The following words, when used in this Declaration shall have the following meanings:

"Architectural Control Committee" shall mean and refer to the architectural control committee initially established by Declarant as set forth Article VII below, and successor members thereof.

"Declarant" shall mean and refer to D.R. Horton – Texas, Ltd, a Texas limited partnership

"Effective Date" shall mean the date this Declaration is recorded in the Official Public Records of Fort Bend County.

"Lot" and/or **"Lots"** shall mean and refer to any plot of land as shown on the Plat or as described in any replat thereof and all plats or lots annexed.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

"Plat" shall mean and refer to the Section 6 Plat.

"Property" shall mean and refer to the real property described on the Section 6 Plat.

"Recreational Tract" shall mean and refer to the 5.06 acre tract of land north of the intersection of Vicksburg Boulevard and Troesdale Drive in Missouri City, Texas, a plat of which is recorded in the Official Public Records of the County Clerk of Fort Bend County, Texas, under County Clerk's File No. 2005048618. The **"Recreational Tract Declaration"** shall mean and refer to that certain Declaration of Covenants, Conditions, and Restrictions for the Recreational Tract of the Olympia Estates Subdivision recorded in the Official Public Records of the County Clerk of Fort Bend County, Texas, under County Clerk's File No. 2005052594.

"Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Plat, or dedicated to the public or to Fort Bend County, Texas by separate instrument.

"Section 6 Plat" shall mean and refer to the plat of Olympia Estates Section 6, which plat is recorded under Plat No. 20130259 of the Official Public Records of Fort Bend County, Texas.

"Subdivision" shall mean and refer to the land shown on the Section 6 Plat.

"Subdivision Plat" shall mean and refer to the recorded Section 6 Plat.

"Tract" shall mean and refer to any tract of land contained within the Property other than Common Area and Lots.

ARTICLE III: OLYMPIA ESTATES COMMUNITY ASSOCIATION

SECTION 1. ORGANIZATION. The Olympia Estates Community Association, Inc., a community association, has been organized and formed as a non-profit corporation under the laws of the State of Texas, for the purpose of, among other things, maintaining, preserving and promoting recreation, property values and general welfare of certain property commonly known as the Olympia Estates, including the Subdivision, and of the Owners.

SECTION 2. MEMBERSHIP. Every Owner shall be a Class "A" Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Tract which is subject to assessment by the Association.

SECTION 3. VOTING. Each Member shall be entitled to voting rights as a Class "A" Member of the Association, as further set forth in the Original Declaration.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

Article IV of the Original Declaration is incorporated herein by reference; provided, however, the second sentence of Section 2 of Article IV is hereby deleted.

ARTICLE V: PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Recreational Tract (as permitted by the Association) and the Common Area, and such

right and easement shall be appurtenant to and shall pass with the title to each portion of the Property, subject to the rights of the Association, as further set forth in Section 1 of Article V of the Original Declaration, which is incorporated herein by reference.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Recreational Tract and to the Common Area to the members of his family, to his tenants, or contract purchasers who reside on the property, by instrument in writing, a true and correct copy of which shall be provided to the Association.

ARTICLE VI: EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Plat or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easement referred to herein shall be liable for any damages, done by them or their assigns, agents, employees or servants to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

ARTICLE VII: ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. APPROVAL OF BUILDING PLANS.

(a) Developmental Guidelines. Declarant shall have initial control and authority to approve plans for the initial construction of a Residential Unit and related improvements on a Lot in the Property. Declarant shall have the right, but not the obligation, to promulgate Development Guidelines establishing minimum requirements for the design and construction of Residential Units on Lots within the Property or to delegate such right to the Architectural Control Committee.

(b) Architectural Control. Following the initial construction on any Lot, and without regard to whether a Lot is owned by a Builder, any modifications of or additions to the Residential Unit and related improvements on a lot are subject to the approval of the Architectural Control Committee. The Architectural Control Committee may charge a reasonable fee for any plan review or inspections conducted in connection with any Lot. The Architectural Control Committee shall be composed of three (3) representatives. Initially, the Members of the Architectural Control Committee shall be appointed by the Declarant ("*Initial Committee Members*"). The Initial Committee Members shall serve at the pleasure of the Declarant until the Declarant no longer owns any Lots. After the Declarant no longer owns any Lots, members of the Architectural Control Committee shall be appointed by the Board of Directors in accordance with the Bylaws of the Association, or the Board of Directors may serve as the Architectural Control Committee upon an affirmative vote of the Members of the Property.

Upon the completion and first sale of a Residential Unit from a Builder to a third party purchaser, no building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament, except landscaping (landscaping defined as "living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth; i.e., bark, mulch, etc."), shall be commenced, erected, placed, or altered on the Lot upon which the Residential Unit has been built, nor shall any exterior addition to or change or alteration, other than landscaping, be made to the Lot, improvements, appurtenances, or corporeal hereditament until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by

the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive. The approval or lack of approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Trellises, window boxes, arbors, and permanent brick borders must have Architectural Control Committee approval. Landscape timbers, landscape stones and bricks without mortar which do not exceed a height of one foot (1') do not need Architectural Control Committee approval.

SECTION 2. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The Olympia Estates Architectural Control Committee members for Olympia Estates shall be initially composed of Brian Williams, Timothy Byrne, Tiffany Rankin and Korie Johnston. The Olympia Estates Architectural Control Committee members may, by majority vote, designate a representative to act for them. Declarant hereby retains its rights to assign those duties, powers and responsibilities of the Architectural Control Committee to the Olympia Estates Community Association, Inc., should it desire. The address of the Architectural Control Committee is 14100 Southwest Freeway, Suite 500, Sugar Land, Texas 77478. No person serving on the Architectural Control Committee shall be entitled to compensation for services performed, however, the Architectural Control Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Architectural Control Committee in carrying out its duties.

SECTION 3. REPLACEMENT. So long as Declarant owns a Lot, in the event of death or resignation of any member or members of the Architectural Control Committee, the Declarant shall appoint a successor member or members who shall serve out the remaining term of the member no longer on the Architectural Control Committee. After the Declarant no longer owns any Lots, in the event of death or resignation of any member or members of the Architectural Control Committee, the Board of Directors of the Association shall appoint a successor member or members who shall serve out the remaining term of the member no longer on the Architectural Control Committee. Until such successor member or members shall have been so appointed, the remaining member or members of the Architectural Control Committee shall have full authority to exercise the power of the Architectural Control Committee.

SECTION 4. MINIMUM CONSTRUCTION STANDARDS. The Architectural Control Committee may, from time to time, promulgate outlines of minimum acceptable construction standards; provided, however, that such outlines will serve as minimum guidelines only.

SECTION 5. VARIANCES. Articles VIII and IX of this Declaration contain a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owners of the Lot(s) relative to which such variance has been requested describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit

the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans, and specifications applicable to an approved carport) and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2 above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the terms of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

ARTICLE VII: ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Those Lots shown on the Plat are restricted as follows: No building shall be erected, altered or permitted to remain on any Lot other than one detached single family dwelling used for single family residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a Lot shall have an attached or detached garage for a minimum of two (2) cars, but not more than three (3) cars, provided that the Architectural Control Committee may, in its discretion, permit the construction of a port-a-cache on a Lot (in lieu of or in addition to a garage), such permission to be granted in writing as hereinafter provided. All structures shall be of new construction and no structure, except for those provided in Section 5 below, shall be moved from another location onto any Lot. All residences must be kept in good condition and repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. LIVING AREA REQUIREMENTS. Those Lots shown on the plat of Olympia Estates are restricted as follows: The ground floor area of anyone-story single family dwelling, exclusive of open porches and garages, shall contain not less than one thousand two hundred fifty (1,250) square feet. The ground floor area of anyone and one-half story or two-story single family dwelling, exclusive of open porches and garages, shall contain not less than seven hundred (700) square feet, and the total floor area of any such single family dwelling, shall contain not less than one thousand two hundred fifty (1,250) square feet, exclusive of open porches and garages.

SECTION 3. LOCATION OF RESIDENCE ON LOT. No structure shall be located on any Lot nearer to the front property line or nearer to the side street line than the minimum building setback lines shown on the recorded Plat or any replat, unless approved in writing by both the Architectural Control Committee and the City of Missouri City, Texas. No building shall be located on any utility easement. No part of any house, building, carport or garage shall be located on any Lot nearer than sixteen (16) feet from the rear property line. All garages which face a street may be located no nearer than twenty (20) feet to the street. Subject to the Plat and to Section 14 below, no part of any house, building, carport or garage on a Lot (other than a corner Lot without adjacent landscape reserves) shall be located nearer than five (5) feet to an interior side Lot line, and on a corner Lot without adjacent landscape reserves, nearer than ten (10) feet to any side Lot line. Furthermore, all buildings shall be set back a minimum distance of thirty (30) feet from any pipeline and a minimum distance of fifteen (15) feet from any pipeline easement, whichever distance is greater. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence, provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

SECTION 4. TYPE OF CONSTRUCTION. At least fifty-one percent (51%) of the exterior wall area of all residences from the foundation upwards to eight (8) feet above the foundation (excluding gables, windows and door openings, and excluding detached but not attached garages, gables, windows, and door openings) must be of masonry, masonry veneer or brick veneer unless approved in writing by the Architectural Control Committee. Each main residence building shall face the front building line.

SECTION 5. TEMPORARY STRUCTURES. No structure of a temporary character, whether trailer, basement, tent, shack, barn, or other outbuilding, shall be maintained or used on any Lot at any time as a residence, or for any purpose, with the exception of lawn storage or children's playhouses, provided such lawn storage and children's playhouses are screened from public view and have the consent of the Architectural Control Committee; provided, however, the Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must be converted to a functional garage.

SECTION 6. DRIVEWAYS. On each Lot, the Builder shall construct and the Owner shall maintain at his expense, the driveway, from the garage to the abutting Street, including the portion of the driveway in the street right of way, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. Driveway approaches shall be constructed in accordance with the City of Missouri City Driveway Approach Policy as required under the provisions of subsections 46-162 and 82-160 of the Zoning Ordinance.

SECTION 7. ROOF MATERIAL. The roof of any home constructed on a Lot shall be constructed or covered with fiberglass or composition type shingles of 230 pound or heavier weight with a color that would approximate the color of weathered cedar shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request, and with written approval.

SECTION 8. WALLS, FENCES AND HEDGES. The prior written approval of the Architectural Control Committee shall be required in order for an Owner to be able to vary from the following restrictions, which written approval shall describe the specific variance granted, and shall only be applicable to that Lot:

(a) No hedge in excess of three (3) feet in height, and no walls or fence shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot;

(b) No side or rear fence, wall, or hedge shall be more than eight (8) feet high;

(c) Except as permitted in Subsections (d) and (e) below, all side or rear fences must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fences shall be placed on any Lot, except to enclose a swimming pool or a dog run, but such chain link fence may not be visible from any street;

(d) All fences which run between the main residence and a detached garage on the Lot must be constructed of ornamental iron, wood or masonry at least three (3) feet in height and no more than six (6) feet in height; and

(e) Fences which run along the rear property line of a Lot adjacent to an Unrestricted Tract or to a dedicated street, or are located on Common Areas of the Property, shall not

exceed eight (8) feet in height. Also, fences to be located at the rear of commercial reserves and at the rear of the Unrestricted Tracts shall be in compliance with Section 11 of the Zoning Ordinance.

SECTION 9. SCREENING, COMMUNITY FENCES AND GREENBELT FENCES.

Except as otherwise provided herein, plants, fences or walls utilized in protective screening areas as shown on the Plat or any replat thereof shall be maintained to form an effective screen for the protection of the Subdivision throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense, if the fence is on or immediately adjacent to the boundary line of an Owner's Lot. Notwithstanding the foregoing, the Association shall maintain community fences as that term is described in the applicable provisions of Section 14 of the Zoning Ordinance. The community fencing to be maintained by the Association shall be kept in good repair and maintained in order to comply with the Zoning Ordinance. The Association may, at its sole discretion and in accordance with the Zoning Ordinance, maintain the community fences in protective screening areas as shown on the Subdivision Plat or Replat. The Association may also maintain the fences adjacent to any jogging trails, any walk-through paths connecting jogging trails and fences adjacent to recreation areas. However, except as required by Sections 11 and 14 of the Zoning Ordinance, nothing in this section shall require the Association to maintain any fence adjacent to community recreational facilities or boulevards, or maintain any fence in protective screening areas as shown on the Plat or any replat thereof, but the Association has the power to take such action in accordance with this section. For the purpose of this section, maintain shall include the repair, replacement or improvement of a fence.

Residential subdivision perimeters which are adjacent to collector streets or major thoroughfares, shall be fenced with community fencing, consisting of a minimum of wood fencing and brick pilasters as per Section 14 of the Zoning Ordinance. The brick used for the brick pilasters must be either of a Brazos Bend or Cherry Hill color.

No fence shall be erected which faces any portion of the Common Area designated by the Board of Directors as a "greenbelt area," unless the height and composition of such fence has been approved by the Architectural Control Committee, is in compliance with this Section 9 and with Section 14 of the Zoning Ordinance. The Association shall have the right to restrict access to such portion of the Common Area (but not such roads) by requiring the installation and maintenance of fencing without gates along the Common Area and greenbelt areas.

SECTION 10. GRASS, SHRUBBERY, STORAGE AND LAUNDRY. The Owner of each Lot used as a residence shall solid sod with grass the area between the front fence and the front of his residence and the curb line of the abutting street and the side yard of such Lot from the side fence out to the curb on all corner Lots. Dead or damaged trees, which might create a hazard to property or to persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Declarant or Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment and shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage or materials and equipment except for normal residential requirements or as incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view, shall construct and maintain a drying yard or other suitable enclosure (with written Architectural Control Committee approval) to screen from public view the drying of clothes and yard equipment, which are incident to the normal residential requirements of a typical family.

SECTION 11. TRAFFIC SIGHT AREAS. No fence, wall, hedge, shrub planting or thing which obstructs sight lines at elevations between two (2) and eight (8) feet above the Street within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street property lines extension thereof, shall be placed, planted or permitted to remain on any corner Lots.

SECTION 12. MAXIMUM HEIGHT OF ANTENNA. No radio or television aerial wires, radio, or television antenna of any style, shall be maintained on any portion of any Lot that is visible from the front side of said Lot or from any side street, which runs adjacent to said Lot, except that mini satellite dishes (one [1] meter in diameter or less) may be visible from a side street; nor shall any antenna of any style, be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot unless otherwise approved by the Architectural Control Committee or unless it is impossible to receive signals from said location. In that event, the receiving device may be placed in a visible location, but only as approved by the Architectural Control Committee. The Architectural Control Committee may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio satellite or other signals for the benefit of all or a portion of the Property. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. The mast, cabling, supports, guy wires, conduits, wiring, fasteners or other accessories necessary for the proper installation, maintenance and use of an antenna shall be considered part of the antenna. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No MMDS antenna mast may exceed the height of twelve (12) feet above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the property. The Board of Directors of the Association shall additionally adopt reasonable restrictions, rules and regulations governing the installation, maintenance and use of antennas which restrictions shall be consistent with the Federal Communications Commission's Over the Air Reception Devices ("OTARD") Rule. The Declarant, by promulgating this section, is not attempting to violate the Telecommunications Act of 1996, OTARD Rules or other regulations promulgated by the Federal Communications Commission, as the same may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Telecommunications Act of 1996, as amended.

SECTION 13. COMPOSITE BUILDING SITE. Subject to the approval of the Architectural Control Committee, any Owner of two or more adjoining Lots or portions thereof may consolidate such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot line as indicated on the recorded plat. Any such resulting building site must have a front building setback line of not less than fifty (50) feet, and no part of any house, building, carport or garage shall be located nearer to the front property line than fifty (50) feet on such composite building site.

In the event an Owner of two or more Lots consolidates two or more Lots into one composite building site, each composite building site so constituted shall be considered one Lot for purposes of all restrictions, covenants, and conditions imposed against the property, including, but not limited to, maintenance assessments, memberships in the Association and voting rights as set forth in Articles IV and III, respectively. In the event of a consolidation of more than two Lots into one composite building site, each Lot or portion thereof over two Lots shall be considered as an additional Lot or Lots for purposes of maintenance assessments as set forth in Article IV, but the composite building site shall be considered as one Lot for all other purposes.

SECTION 14. MINIMUM COMPOSITE BUILDING SITE. No residence shall be erected on any composite building site having a width at the front of such site less than the shortest lot width at the

front of any Lot as shown on the Plat or any replat thereof, and unless said building site is a platted or replatted Lot, no residence shall be erected on any composite building site having a building site area of less than five thousand, seven hundred fifty (5,750) square feet.

SECTION 15. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community, as required by the Association.

SECTION 16. DISPOSAL UNITS. Each kitchen in each residence shall be equipped with a garbage disposal unit in workable condition.

SECTION 17. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any Residential Unit, but the Architectural Control Committee, at its discretion, may permit window or wall type air conditioners to be installed if such window or wall-type air conditioner will not be visible from any Street and will be reasonably quiet so as not to disturb neighboring residents.

SECTION 18. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Architectural Control Committee.

SECTION 19. BRICKS. Yellow or orange brick shall not be used on any Lot except where permission is given in writing by the Architectural Control Committee.

SECTION 20. STONE. Stone used on any Lot shall be native Texas stone and must implement the style of the architecture employed and conform to the color scheme of the immediate neighborhood.

SECTION 21. SIDEWALKS AND WHEELCHAIR RAMPS. Before the dwelling unit is occupied on any Lot, the Lot Owner shall construct a concrete walk four (4) feet in width parallel to the Street curb and two (2) feet from the property line along the entire fronts of all Lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner Lots. Wheelchair ramps at all street corners shall be constructed in accordance with all local, state and federal guidelines. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks and wheelchair ramps.

SECTION 22. ROOF STACKS. All roof stacks and flashing on any Lot must be painted to match the exterior color of the house constructed on such Lot.

SECTION 23. DECORATIONS. On front lawns of Lots and on any portion of a Lot visible from any Street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths and birdhouses, fountains or other decorative embellishments unless such specific items have been approved in writing by the Architectural Control Committee.

SECTION 24. PLAYGROUND EQUIPMENT. All playground equipment on a Lot must receive prior written approval of the Architectural Control Committee and must be placed at the rear of the Lot and behind a fence if the Lot is fenced. No playground equipment shall exceed twelve feet (12') in height and must be located at least five feet (5') from the rear property line or from a side Lot line.

SECTION 25. TREES. Trees planted on the Property within any right-of-way dedicated to the public shall conform to the City of Missouri City's Street Tree Guidelines: For Residential and Non-Residential Design, as they may be amended from time to time. It is understood that the City of Missouri City's Street Tree Guidelines are subject to change and all such changes shall apply to this Declaration without any further notice from the Association.

ARTICLE IX: USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No commercial or manufacturing use of any kind shall be made of any of said Lots, even though such commercial or manufacturing use is subordinate or incident to use of the premises as a residence. Business or professional use of a Lot which is incidental to the single family residential nature of the Lot shall be allowed. However, no customers or clients may be met on a Lot. No structure other than one single family residence, with the exception of lawn storage buildings or children's playhouse approved by the Architectural Control Committee shall be constructed, placed on, or permitted to remain on any Lot in the Subdivision, it being the intention that only new construction shall be placed and erected thereon. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for a duplex house, garage apartments (except garage apartments constructed with the prior written approval of the Architectural Control Committee, to be used only by immediate relatives who will pay no rent) or apartment houses or the placement of mobile homes or trailers on the Lots.

SECTION 2. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Architectural Control Committee, outside construction work or noisy interior construction work shall be permitted only between the hours of 6:00 a.m. and 8:00 p.m.

SECTION 3. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 4. PROHIBITION OF OFFENSIVE ACTIVITIES. No activity, whether for profit or not, shall be engaged in on any Lot which is not related to single family residential purposes. No noxious, hazardous, or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be, or may become, an annoyance or a nuisance, or threaten the security, health or safety of residents of the Subdivision. This is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

SECTION 5. PARKING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, RECREATIONAL VEHICLE AND OTHER VEHICLES. Passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreational vehicles), motorcycles, pick-up trucks, pick-up trucks with attached-bed campers and sport utility vehicles which do not exceed the size limitations described later in this paragraph, that are in operating condition, having current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas may be parked on the driveway of any Lot or in the street adjacent to any Lot or common area. If any dimension of a motor vehicle exceeds either six feet, six inches (6' 6") in height, seven feet, six inches (7' 6") in width or twenty-one feet (21') in length, then such motor vehicle shall be concealed from the public view inside a garage or other approved enclosure. Otherwise, except as provided in this Section 5, no motor vehicle may be parked or stored on any part of a Lot, easement, right-of-way or common area or in the street adjacent to any Lot, easement, right-of-way or common area. No motor home, recreational vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery, tractor or tractor-trailer type vehicle, motor home, unauthorized motor vehicle or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to such Lot, easement, right-of-way, or common area unless such object is granted approval by the Architectural Control Committee and is concealed from public view inside a garage or other approved enclosure. The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure or other

improvement approved by the Architectural Control Committee. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

SECTION 6. BUILDING MATERIALS. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the streets. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereof for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

SECTION 7. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in the boring for oil or natural gas shall be permitted upon any Lot.

SECTION 8. ANIMAL HUSBANDRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each general type of pet will be permitted on each Lot, and no more than six (6) pets will be permitted in total. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from the Lot, the pet must be on a leash at all times. It is the pet Owner's responsibility to keep the pet clean and free of pet debris and odors.

SECTION 9. MAINTENANCE OF FENCES. Except as provided in Section 9 of Article VIII above concerning community fences, all fences, if any, which have been erected on any Lot by Declarant shall be maintained in good repair by Owner, and Owner shall promptly repair or replace a fence on the Owner's Lot or immediately adjacent to the boundary line of the Owner's Lot, in the event that the fence is unsightly, has seriously deteriorated or has been partially or totally destroyed.

SECTION 10. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Architectural Control Committee other than (a) one sign or not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, or (b) one sign or not more than six (6) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain signs, billboards and advertising devices on land they own as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect and maintain identifying signs at each entrance to the Subdivisions. Portable signs, or signs of approximately four feet by six feet in area which are portable, or easily capable of having wheels attached and/or being removed, shall not be permitted in the Property without the prior written consent of the Architectural Control Committee.

ARTICLE X: INTENTIONALLY DELETED

ARTICLE XI: ENFORCEMENT

Article XI of the Original Declaration is incorporated herein by reference.

ARTICLE XII: INSURANCE

Article XII of the Original Declaration is incorporated herein by reference.

ARTICLE XIII: GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part.

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

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

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

SECTION 5. REPLATTING. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots by recorded plat or in any lawful manner, any reserve tracts contained within the Subdivisions and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

SECTION 6. AMENDMENT. The terms and provisions of this Declaration may be amended at any time by a sixty-seven percent (67%) majority of the Members who are Owners of the Property voting at an annual or special meeting of the Members who are Owners of the Property; provided that before any amendment may be voted upon at any such meeting, there must be a quorum of fifty-one percent (51%), being the presence (in person or by proxy) of 51 % of all Members who are Owners of the Property entitled to cast a vote. Notwithstanding the foregoing provisions in this Section 6, until the conveyance of seventy five percent (75%) of all the Lots to a person or entity other than Declarant or a Builder, the Declarant reserves the right, without the joinder or consent of any Members, to amend this Declaration by an instrument in writing duly signed on behalf of Declarant, acknowledged and filed of record, for the purpose of (i) correcting any typographical error, ambiguity or inconsistency appearing in this Declaration, or (ii) modifying the provisions of Article VIII of this Declaration, as long as such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not materially impair the vested property rights of any Owner or of any mortgagee of an Owner. Upon the approval of any amendment hereunder, in order to be effective, such amendment must be filed of record in the Real Property Records of Fort Bend, County, Texas.

SECTION 7. RULES & REGULATIONS. The Declarant and the Board of Directors of the Association is hereby authorized to enact and amend from time to time, rules and regulations to effect the provisions of this Declaration and to assist the Association to exercise its powers and carry out its responsibilities. Any such rules and regulation enacted under this section shall be filed of record in the official records of Fort Bend County, Texas.

SECTION 8. CONFLICTS. In the event of any conflict between terms and conditions of the Original Declaration and this Declaration, the terms and conditions of this Declaration shall control.

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions for Olympia Estates, Section Six, is executed this 17 day of Oct, 2013.

DECLARANT:

D.R. Horton – Texas, Ltd.,
a Texas limited partnership

By: D.R. Horton, Inc.,
a Delaware corporation,
Its Authorized Agent

By: [Signature]
Name: Jeff Jackson
Title: Asst Sec / Division Controller

STATE OF TEXAS

COUNTY OF FT. Bend

This instrument was acknowledged before me, the undersigned authority, this 17 day of Oct, 2013, by JEFF JACKSON, Asst Sec of D.R. Horton, Inc., a Delaware corporation, the authorized agent of D.R. Horton – Texas, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

[Signature: Tatanisha Michelle Walker]
Notary Public * State of Texas



DUPLICATE

ACKNOWLEDGEMENT, AGREEMENT, CONSENT AND JOINDER

The undersigned, Olympia Estates Community Association, Inc., hereby:

- (a) acknowledges, agrees with, consents to and joins in this Declaration;
- (b) acknowledges and agrees this Declaration contains provisions which are not inconsistent with the provisions of the Original Declaration or the general scheme or plan of development of Olympia Estates Subdivisions as a residential development; and
- (c) acknowledges, agrees with and consents to the annexation of the Property among the Properties pursuant to this Declaration and the Original Declaration

ASSOCIATION:

Olympia Estates Community Association, Inc.

By: Courtney Chiodi on behalf of Olympia Estates CAI

Name: Courtney Chiodi

Title: Community Manager

Date: 10-14-13

STATE OF TEXAS

COUNTY OF FL. Beard

This instrument was acknowledged before me, the undersigned authority, this 14 day of October of 2013, by Courtney Chiodi, Community Manager of Olympia Estates Community Association, Inc., on behalf of said community association.



Valerie Jayne Silva
Notary Public ★ State of Texas

Exhibit APerimeter Description of the Property

A METES AND BOUNDS description of a certain 16.996 acre tract of land situated in the Elijah Roark League, Abstract No. 77 in Fort Bend County, Texas, being a 16.996 acre tract of land describe in Deed (in Lieu of Foreclosure) recorded in Clerk's File No. 2011022711 of the Fort Bend County Official Public Records of Real Property, said 16.996 acre tract being more particularly described as follows with all bearings being based on a record call of North along the east line of Olympia Estates Section Two, plat of which is recorded in Slide No. 2331 A & B of the Fort Bend County Plat Records;

BEGINNING at a set P-K Nail in the concrete of a found wood fence post at the northeast corner of Lot 3, Block 2 of said Olympia Estates Section Two, said nail being in the south line of a called 37.429 acre tract of land described in Substitute Trustee's Deed recorded in Clerk's File No. 2009050702 of the Fort Bend County Deed Records;

THENCE, East, along the south line of said called 37.429 acre tract, 542.59 feet to a found 5/8-inch iron rod (with cap stamped "VTSM") for corner;

THENCE, South $47^{\circ}23'11''$ East, along an east line of said called 37.429 acre tract, 263.29 feet to a found 5/8-inch iron rod (with cap stamped "VTSM") at the beginning of a non-tangent curve to the right;

THENCE, continuing along an east line of said called 37.429 acre tract and along the arc of said non-tangent curve to the right having a radius of 1959.15 feet, a central angle of $25^{\circ}12'18''$, an arc length of 861.85 feet, and a long chord bearing South $34^{\circ}50'09''$ East, 854.92 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") for corner, from said iron rod a found 5/8-inch iron rod at the northeast corner of Olympia Estates Phase I Section 3, plat of which is recorded in Plat No. 20040238 of the Fort Bend County Plat Records bears East, 0.39 feet;

THENCE, South $89^{\circ}59'55''$ West, along the north line of said Olympia Estates Phase I Section 3, 1035.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, South $75^{\circ}49'50''$ West 20.43 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the northwest corner of Olympia Estates Phase I Section 3, being an interior northeast corner of the aforementioned Olympia Estates Section Two;

THENCE, West, along the north line of said Olympia Estates Section Two, 44.90 feet to a found wood fence corner post at the southwest corner of the aforementioned called 16.996 acre tract, being the southeast corner of Lot 2, Block 7 of said Olympia Estates Section Two;

THENCE, North, along the east line of said Olympia Estates Section Two, 700.00 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") for corner, from said iron rod a found 5/8-inch iron rod bears North $67^{\circ}11'13''$ West, 0.51 feet ;

THENCE, West, along the north line of Lot 1 of said Olympia Estates Section Two, 90.00 feet to a found 3/4-inch iron rod at the southeast corner of Aldridge Drive, as shown on plat of said Olympia Estates Section Two;

THENCE, North, along the east line of said Aldridge Drive, 60.00 feet to a found 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the northeast corner of said Aldridge Drive;

THENCE, West, along the north line of said Aldridge Drive, 35.00 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying") at the southeast corner of the aforementioned Lot 3 of said Olympia Estates Section Two;

THENCE, North, along the east line of said Lot 3, 125.00 feet to the POINT OF BEGINNING, CONTAINING 16.996 acres of land in Fort Bend County, Texas, as shown on Drawing No. 7541 in the office of Cotton Surveying Company in Houston, Texas.