

DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS
of
BUFFALO SPRINGS SECTION _____

This Declaration of Covenants, Conditions and Restrictions of Buffalo Springs, made on the date hereinafter set forth by PHILLIP LEFEVRE and HOLLY LEFEVRE (who are jointly referred to herein as “Declarant”).

WHEREAS, Declarant is developing Buffalo Springs, a well-planned residential and mixed-use development in Montgomery, Texas. Buffalo Springs is currently projected to encompass a tract of land containing in excess of 800 acres located within Montgomery, Texas. The final size and boundary of Buffalo Springs is subject to the discretion of Declarant. Nothing contained in this Declaration of Covenants, Conditions and Restrictions of Buffalo Springs (the “Covenants”) shall be construed to represent or limit the final size, configuration or location of Buffalo Springs, nor shall it constitute or be construed as a representation as to what land or lands will or will not be subjected to the terms of the Covenants.

Buffalo Springs Estate Lot Owners’ Association, Inc. has been formed by LeFevre as a non-profit community association to serve as the representative of the residents and property owners of lands made subject to these restrictive covenants, with respect to the assessment, collection and application of all charges imposed hereunder, the enforcement of all covenants, restrictions and liens contained herein or created hereby, and the creation, operation, management and maintenance of the facilities and services referred to herein. This document is the Declaration of Covenants, Conditions and Restrictions of Buffalo Springs referred to in the Articles of Incorporation of Buffalo Springs Association, Inc.

Declarant intends to cause the covenants, restrictions, easements, charges, liens and other provisions contained in these Covenants to burden, affect, bind and run with title to the lands encumbered by these Covenants, including the lands described in Exhibit A attached to these covenants and incorporated herein by reference (the “Property”) and the lands annexed by Declarant to the Property in the manner permitted by Article VI below, so as to cause the covenants, restrictions, easements, charges and liens herein set forth to be binding upon such land and those residing on or owning an interest therein, and to inure to the benefit of and be enforceable by the Owners, Buffalo Springs Association, Inc., Declarant and Declarant’s successors and assigns.

Declarant encumbers the lands described in attached Exhibit A to the covenants, restrictions, easements, charges and liens imposed hereby in order to (i) establish, impose and create a uniform plan and scheme of development for the Property; (ii) provide funds for the uses specified in Article V below; (iii) grant rights and privileges relating to the use of certain facilities, subject to the conditions specified; and (iv) impose land use and design control criteria for the development of the Property.

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

ARTICLE I DEFINITIONS

As used herein, and unless the context clearly indicates to the contrary, the following terms shall have the meanings attributed to them below, to wit:

(a) "Subdivision" shall mean and refer to Buffalo Springs Section ____ and other sections of Buffalo Springs to which these restrictions are applicable as set forth in the respective maps of Buffalo Springs, as same appears of record in the office of the County Clerk of Montgomery, Texas.

(b) "Lot" shall mean and refer to any plot of land identified as a Lot or tract on the plat of the Subdivision. For purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Common Areas," "Reserves," "Restricted Reserves" or "Unrestricted Reserves," (defined herein as any Common Areas, Reserves, Restricted Reserves, Restricted Open Space Reserves, or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area.

(c) "Committee" shall mean and refer to the Architectural Control Committee for Buffalo Springs as set forth in Article IV hereof.

(d) "Owner" or "Owners" shall mean and refer to the owner or owners of the fee simple title to one or more Lots but shall not mean or refer to any person or entity holding only a lien on a Lot or owning only any easement or a mineral interest thereon or therein.

(e) "Declarant" shall mean and refer to PHILLIP LEFEVRE and HOLLY LEFEVRE and their successors, heirs and assigns. Provided, however, no person or entity merely purchasing one or more Lots from PHILLIP LEFEVRE and HOLLY LEFEVRE in the ordinary course of business shall be considered a "Declarant."

ARTICLE II RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.1 Recorded Subdivision Map of the Property. The plat of each section of the Subdivision ("Plat") dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on

the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.2 Easements. Declarant reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the sees fit to install in, across and/or under the Property. Declarant and their assigns further expressly reserves the right to enter upon any Lot for the purpose of improving, constructing or maintaining any natural drainage pattern, area or easement. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or Lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Declarant nor any utility company, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.3 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Lots by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph o; telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. Declarant may convey title to said easements to the public or a public utility company.

Section 2.4 Utility Easements.

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

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross

such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.5 Roads and Streets. Subject to the terms and conditions of this Section 2.5, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that Declarant sees fit to install (or permit to be installed) in, across and/or under the Property.

ARTICLE III RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on the Property other than a dwelling unit or units to be used for residential purposes. Detached garages, work shops, and barns (collectively referred to as "Other Buildings") may be constructed on the property either prior to or after the main dwelling is built, so long as they are of good construction, kept in good repair, and are not used for residential purposes. No more than three Other Buildings shall be permitted on any Lot. The term "dwelling" does not include single or double wide mobile homes or manufactured or mobile homes. All dwellings must have at least _____ square feet of living area, excluding porches, and be built with new construction materials, or other construction materials approved by the Architectural Control Committee. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Property, or the use of the Property for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and the Property shall not be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes, except as provided herein.

A second dwelling unit may be constructed on a Lot only for use by the Owner and the Owner's guests, family or household servants. A second dwelling unit shall not be rented and may be constructed after the primary dwelling unit is constructed.

Section 3.02 Residential Foundation Requirements. All building foundations shall consist of concrete slabs, or other designs approved by the Architectural Control Committee. Minimum finished floor elevation for all structures shall be above the 100 year flood plain elevation, or such other level as may be established by the City of Montgomery Texas, and other applicable governmental authorities. The committee, at its sole option, may require that all foundations be designed and inspected by an engineer.

Section 3.03 Location of the Improvements. Unless otherwise shown on the Plat of the Subdivision, no building of any kind shall be located on the Property nearer than fifty feet to any side or rear property line, or nearer to any public road or front property line than one hundred feet. Provided, however, as to any Lot, the Architectural Control Committee may, provided a replat is not required, waive or alter any such setback line if the Architectural Control Committee, in the exercise of the Architectural Control Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a Lot. Any such waiver or alteration must be in writing and recorded in the Real Property Records of Montgomery County, Texas. All dwellings placed on the Property must be equipped with an aerobic septic system or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity.

Section 3.04 Easements. Any utility easement that may be reserved in the Deed to which these restrictions are attached shall be for public use for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility across and/or under the Property. Any utility company serving the Property and/or any Utility District serving the Property shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. No utility company, water district, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 3.05 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on the Property at any time as a residence, either temporarily or permanently.

Section 3.06 Water Supply. Each structure shall be hooked to the city water supply provided to the water meter in each Lot.

Section 3.07 No overhead Power Lines. All electric and other utility lines shall be underground. No above ground electric or other power or utility lines shall be permitted.

Section 3.08 Sanitary Sewers. No outside, open or pit type toilets will be permitted in the Subdivision. Each dwelling must tie into the central sewage system if it is available at the time construction of the dwelling begins. If sewage service is not available to the Lot at the time construction of the dwelling begins, then the dwelling must tie into an aerobic sewage treatment system installed and maintained on the Lot in accordance with all applicable governmental regulations. No Lot may drain sewage into road ditches, either directly or indirectly. Further, during the period of construction of a building on any Lot, the Owner or Owner's contractor shall provide a portable toilet for workmen.

Section 3.09 Prohibition of Offensive Activities. Without expanding the permitted use of the Property, no activity, whether for profit or not, shall be conducted on the Property which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done to the Property which may become a nuisance.

Section 3.10 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated on the Property shall not be permitted to be dumped at any place upon the Property or adjoining land where a nuisance to any residence in this area is or may be created. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or dispose of such material shall be kept in a clean and sanitary condition.

Section 3.11 Junked Motor Vehicles Prohibited. The Property shall not be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on the Property. This shall not be construed to mean that personal campers, boats, tractors, farm or recreational vehicles in good and usable condition may not be kept on the Property, provided that such items are parked in a garage and hidden from public view.

Section 3.12 Permitted Agricultural and Livestock Uses. In addition to use for single family residential purposes as provided in these Restrictions, the Property may be used for the following purposes:

(a) Agricultural Use. Subject to the limitations contained in this subsection (a), the Property may be used, in addition to other permitted uses, for the purpose of producing from such Property agricultural products such as vegetables, grains, hay, fruits, fibers, wood, trees, plants, shrubs, flowers and seeds in accordance with generally accepted agricultural practices, provided that such agricultural uses and activities do not constitute a nuisance (as defined and used in Section 6 hereof).

(b) Livestock and Animals. Animals, livestock, emu, and ostrich, other than hogs or poultry may be kept, bred, and maintained on subject property under the following conditions:

- (i) No livestock of any type shall be allowed to run loose except upon one's own Property;
- (ii) All horses, cattle, emus, ostriches or other livestock shall be kept enclosed by suitable fencing of the subject property;
- (iii) No swine may be bred, kept or maintained on subject property;

- (iv) No chickens, turkeys or other poultry may be kept or raised on subject property except for 4-H or FFA school sponsored programs;
- (v) Though horses are permitted, public stables or boarding of horses are not permitted;
- (vi) Though cattle are permitted, feed lots are not permitted;
- (vii) The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.
- (viii) No more than 4 horses shall be permitted on a Lot; or no more than 4 head of cattle shall be permitted on a Lot; or in the aggregate, no more than 6 horses and cattle shall be permitted on a Lot; and
- (ix) No more than 4 emus and ostriches shall be permitted on a Lot.

Section 3.13 Oil and Mining Operations. No oil drilling or development operations, oil refining, commercial quarrying or mining of clay, sand, gravel, iron ore or similar materials shall be permitted upon the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 3.14 No Subdividing. A Lot shall not be subdivided.

Section 3.15 Drainage.

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

(b) Each Owner (including Builders for Owners), unless otherwise approved by the Committee, must finish the grade of the Lot so as to establish good drainage from the rear of the Lot to the front street or from the Lot to the front and rear of the Lot as dictated by existing drainage ditches, swales and sloughs constructed by Declarant or Utility Districts for drainage purposes. No pockets or low areas may be left on the Lot (whether dirt or concrete) where water will stand following a rain or during watering other than a preexisting pond or a pond approved by the

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

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

Section 3.16 Walls and Fences. Walls and fences must be approved prior to construction by the Committee. Temporary fences shall be permitted during construction of improvements on any Lot. No chain link or barb wire fences shall be permitted. Electric fences may be used as interior fences only.

Section 3.17 Antennas and Satellite Dishes. No electronic antenna or device for receiving or transmitting any signal shall be erected, constructed or placed on any Lot that exceeds thirty inches in height unless otherwise approved by the Committee. The Committee's decision shall be final.

Section 3.18 Restrictions for Waterfront Lots. Any Lot which abuts a lake, pond, stream, river, canal or other waterway (hereinafter collectively referred to as "Waterways") shall be subject to the following additional restrictions:

(a) No wharf, pier, bulkhead or other structure or obstruction shall be built or maintained upon any waterfront site or into or upon any Waterway on or adjacent to the Subdivision except with the specific written approval of the Committee and all governmental authorities, if any, having jurisdiction over the Waterway. No structure or obstruction shall be permitted if it threatens safe navigation upon such Waterway or the safe and convenient use of such Waterway as a recreation facility.

(b) No boat canal shall be constructed or installed upon any Lot, or upon any land that is accessed through any Lot, nor shall any facility or device be constructed or installed upon any Lot which shall in any way alter the course of or natural boundaries of any Waterway, or which shall involve or result in the removal of water from any Waterway except with the specific written approval of the Committee (as hereinafter defined) and all governmental authorities, if any, having jurisdiction over the Waterway.

(c) No hoists, launching facilities or similar structures or equipment shall be installed, constructed or maintained upon any Lot, or upon any land that is accessed through any Lot, except

with the specific written approval of the Committee (as hereinafter defined) and all governmental authorities, if any, having jurisdiction over the Waterway.

(d) No boat of any kind shall be operated upon any Waterway within the Subdivision that has a surface area of two acres or less, without the prior written approval of Declarant. Further, no swimming, tubing, floating or any similar activity is permitted upon any Waterway within the Subdivision.

(e) Each boat operated upon any Waterway shall be operated at a speed where no wake is created or 5 miles per hour, whichever is less.

Section 3.19 Maintenance. The Owner of each Lot shall keep such Lot and all improvements and landscaping thereon in a well-maintained, safe, clean and attractive condition at all times. If, in the opinion of the Committee, any such Owner shall fail in its duty and responsibility of maintenance, the Committee may give such Owner notice of such fact, whereupon such Owner shall within ten days after such notice, undertake and thereafter complete with due diligence the maintenance work required to restore the property of such Owner to a safe, clean and attractive condition. Should any such Owner fail to fulfill said duty and responsibility after said notice, the Committee shall have the right and power to perform or cause such maintenance work to be performed at the expense of such Owner, in which event the Owner of the Lot on which such maintenance work and shall promptly reimburse the Committee for the cost thereof. Entry by the Committee, its agents or employees, upon the property of such Owner and all action taken thereupon in connection with the maintenance of such property shall not be deemed a trespass and all claims for damages by reason thereof are hereby expressly waived. If any Owner shall fail to reimburse the Committee for the cost of any maintenance work performed by the Committee as aforesaid within thirty days after receipt of an invoice therefore, the cost of such maintenance work shall be a debt owed by such Owner to the Committee which shall bear interest at the rate of ten percent per annum from the date due until paid and shall be secured by a lien against the Lot on which maintenance work was performed.

Section 3.20 No Discharge of Firearms. No firearms shall be discharged in the Subdivision.

Section 3.21 Building Set Back Lines. There is reserved along each side and rear lot line of each Lot the building set back line as shown on the Plat. No residence or other building shall be constructed within such set back line.

Section 3.22 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting composite site, in which case the side set-back lines along the common lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat.

Further, any utility easements along said common lot lines shall be eliminated and abandoned upon approval of a Composite Building Site provided such easements are not then being used for utility purposes. Any such Composite Building Site must have a front building setback line of not less than the minimum front building set-back line of all Lots in the same block. If there is a drainage easement along the common lot line, the Owner may, with the written approval of the Committee, relocate such drainage easement to a different location on the Lot, provided that such relocation shall not adversely affect adjacent Lots.

Section 3.23 Driveways. Driveways may be built of brick, stone, concrete, or other materials approved by the Committee. All concrete driveways shall be constructed with quality concrete, four and one-half sack cement per cubic yard and be reinforced with a minimum of 6 gage, 6"x6" welded wire mesh. Driveways width shall be a minimum of ten feet. Driveways shall be constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the driveway. The Committee shall have the right to approve the location of the driveway on the Lot. No driveway shall be located on side building lines without written approval from the Architectural Control Committee. Driveways shall be completed prior to occupying any dwelling on the Lot.

Section 3.24 Walkways/Sidewalks. A sidewalk built of concrete, of the standards specified in Section 3.23, shall be located upon each Lot at the time the driveway is installed. The Committee shall have the right to approve the location of the sidewalk on the Lot.

Section 3.25 Swimming Pools. No swimming pool may be constructed on any Lot without the prior written consent of the Committee. Two sets of plans and specifications for the proposed pool shall be submitted to the Committee including a plot plan showing the location and dimensions of the pool and related improvements together with the plumbing and excavation disposal plan.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

Section 4.1 Establishment of Committee. An Architectural Control Committee ("Committee") composed of three members is hereby established for Buffalo Springs. The initial members of such Committee shall be Philip LeFevre, Holly LeFevre and John Sandling. So long as Declarant remains the owner of one or more Lots in the Subdivision it shall have the right to remove any member of the Committee, and to appoint a new member in his or her place. It shall also have the right to appoint a new member in the event of a vacancy due to death or resignation. At such time as Declarant ceases to own any Lot, the Owners of a majority of the Lots in the Subdivision shall have the right to remove any member of the Committee, and to appoint a new member in his place. They shall also have the right to appoint a new member in the event of a vacancy due to death or resignation.

A successor to a member of the Committee shall have all of the duties and possess all of the powers of the member he replaces. The Committee shall act by majority vote, and a majority of the

Committee may designate (and thereafter remove), one of its members to act for it and to perform any function which the Committee as a whole could perform. Neither the members of the Committee nor its designated representatives shall ever be entitled to any compensation for services performed hereunder; provided, however, the Committee may employ one or more architects, engineers, attorneys, accountants, or other consultants to assist the Committee in carrying out its duties under this Declaration.

Section 4.2 Approval of Plans. No building or other improvements, including driveways, sidewalks, drainage facilities, landscaping by commenced, constructed, erected, placed or maintained on any Lot, nor shall any exterior addition to or alteration therein by made, unless and until: (i) a preliminary site plan showing all uses and dimensions, the location of building, entries, driveways, parking areas, pedestrian ways, and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Committee, and (ii) the final working plans and specifications including plans for all floors of any structure, cross-section and elevations for the work shown on the preliminary site plan and schematic plan have hereafter been submitted to and approved in writing by the Committee as to compliance with this Declaration and as to harmony or external design and location in relation to property lines, building lines, easements grades and surrounding structures. The final working plans and specifications shall not be commenced until the preliminary site plan and the schematic plan have been so approved. The final working plans and specifications shall specify (in such form as the Committee may reasonably require) structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto. In the event the Committee fails to approve or disapprove the preliminary site plan and schematic plan within twenty working days after same have been submitted to it, or thereafter fails to approve or disapprove the final working plans and specifications within twenty working days after same have been submitted to it, approval thereof will not be required and the provisions of this Section 4.3 will be deemed to have been fully complied with. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision. The Committee's approval of plans and specifications shall be in writing and shall be signed by at least one member of the Committee or by its duly designated representative.

Section 4.3 Successor to Committee. The Committee or the owners of a majority of the square footage in all Lots shall have the right and power from time to time to assign all the rights and responsibilities of the Committee to other entities or individuals at any time that such Owners determine another entity or individual is better suited to the performance of the functions of the Committee; provided, however, that as long as Declarant, owns one or more Lot, no such appointment shall be effective without Declarant's joinder.

Section 4.4 Variances. Declarant, or the Committee, may authorize variances from compliance with any of the provisions of this Declaration when deemed appropriate to accommodate sound construction, development and engineering practices and so long as each variance does not

require a replat and serves to carry out the overall intent of this Declaration. Such variances must be in writing and shall become effective when signed by Declarant, or by at least a majority of the members of the Committee; and any variance which alters size of Lots, access to Lots, easements, building set-back lines or any feature of the recorded plat of this subdivision shall be in writing and recorded in the Real Property Records of Montgomery County, Texas. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect, in any way, the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

ARTICLE V BUFFALO SPRINGS ESTATE LOT OWNERS' ASSOCIATION

Section 5.1. Membership. Declarant shall cause a Property Owner's Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare of the members, to collect the maintenance charges, to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep and protection of the common properties and facilities of the subdivision and such other purposes as are stated in the Articles of Incorporation and consistent with the provisions of the restrictions and all supplemental or amended restrictions. The Association shall consist of all of the Owners of Lots in Buffalo Springs including any other sections which subsequently may be developed on this tract or adjacent land. The name of the Association shall be Buffalo Springs Estate Lot Owners' Association. Each Lot owner from all sections shall be a member of such Association and entitled to one vote for each Lot owned. The Association shall be governed by a Board of Directors, and Declarant shall name and select the initial members of the Board of Directors. The initial Board of Directors shall serve for a term of ten years or until all Declarant's properties have been sold whichever occurs first or at the Developers sole option. Such Association may adopt such By-laws, Rules and Regulations as it deems appropriate consistent with these restrictions. Declarant shall be a member of the Association if it owns legal title to any Lot in the subdivision which has not been conveyed to a third party by Contract of Sale or Deed.

Section 5.2 Association's Use of Initiation Fee and Use of Maintenance Fund. Each Lot shall be subject to a one time initiation fee of \$150.00 and an annual maintenance charge to be used for the purpose of maintaining common areas, maintenance and installation of streets, paths, parks, pathway esplanades, electronic gates, brick wells, fences, vacant lots, lighting, fogging, employing policemen and workmen, paying ad valorem taxes on all common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the Administrator of such fund to maintain or improve the property of which it considers to be a general benefit to the Owners or occupants of the Property covered by these restrictions. Such funds may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of Buffalo

Springs. The amount of the maintenance charge shall be set by the Administrator of the fund from time to time subject to the limitations contained herein.

Declarant shall collect and maintain control over the maintenance fund and administer same until all of the Lots in Buffalo Springs are sold by Deed or Contract or until December 31, 2013; whichever ever comes first, or at any earlier time if Declarant so elects. At that time, the administration of such fund shall be transferred to the Association. After transfer, no association, group, corporation, individual or entity other than the Association formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.

The maintenance charge shall be paid annually in advance by January 31st of each year. The maintenance charge will not accrue against any Lot in which the legal and/or equitable title is vested in Declarant, notwithstanding that a Lot may have been previously sold by a Deed or Contract and title thereto reverted back to Declarant. During the time that such fund is administered by Declarant, the charge may be increased but no more than once each twelve months and no increase shall be more than twenty percent of the existing charge. However, after the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. The annual assessment per Lot may be increased by the Association when it assumes administration of the fund in accordance with its by-laws. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his Lot.

The Administrator of the Maintenance Fund shall have the sole discretion as to how such money shall be used to comply with the provisions of this Article. During all times that Declarant is the Administrator of such funds, it shall maintain the proceeds in an account separate and apart from all other accounts of Declarant and shall keep accurate records of all receipts and disbursements. In the event Declarant is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by the fund, Declarant shall be entitled to repayment at such time as the Maintenance Fund has the ability to pay.

Section 5.3 Enforcement of Maintenance Fee Collection. Each such assessment not paid when due shall incur a late fee of \$30.00 or thirty percent of the amount due, whichever is greater. Each such assessment and late fee, if not paid when due, will be charged interest at the highest legal rate as permitted by Texas law together with the costs of collection, including reasonable attorneys fees, shall be the personal obligation of the Owner against whom they were assessed and shall be secured by a lien as provided herein. To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which Declarant shall convey such Lots, a Vendor's Lien for the benefit of

the Administrator of the fund, whether Declarant or Association. Said lien is to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the construction or improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such construction lien.

Section 5.4 Term of Maintenance Fees. The above maintenance charges and assessment will remain effective for the full term (and extended term, if applicable) of the within Covenants.

Section 5.5 Collection after Default by Purchaser. It is specifically stated and agreed that any Lot sold to persons or entities by Declarant by contract for sale of land, or deed with lien and note, or other instrument and the purchaser defaults in the contract or note payments in any manner and said Lot is repossessed, foreclosed or such contract canceled by Declarant, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such Lots from Declarant. Nothing herein contained shall relieve the purchaser in default from whom the Lot was repossessed from his personal obligation to pay such delinquent charges, assessments and penalties to the Association.

Section 5.6 Transfer Fee. A Transfer Fee of \$150.00 will be paid to the Property Owners Association each time record title is changed. This fee shall be used to cover administrative expenses incurred due to changes.

ARTICLE VI
PROPERTY SUBJECT TO THESE COVENANTS;
ANNEXATION OF ADDITIONAL LANDS

Section 6.01 Covenants of Property. The Property encumbered by these Covenants is a portion of a larger area of land owned by Declarant. Declarant intends to annex certain portions of such larger area of land, and other lands now owned or hereafter acquired, to the lands encumbered by these Covenants, and subject the same to the terms of these Covenants in the manner prescribed in Section 6.02 hereof. Each Owner, by the act of becoming such, shall be taken to have acknowledged and agreed that:

(a) the Property described in this Declaration and such property as may be annexed pursuant to Section 6.02, hereof shall be the only Property subject to the Covenants;

(b) nothing contained in the Covenants or in any other recorded or unrecorded plat, map, picture, drawing, brochure or other representation or scheme of development shall be construed as subjecting or requiring Declarant or any successor or assignee to subject to the Covenants any portion of the land described herein or any other property or land now or hereafter owned by Declarant, other than that land described in Exhibit A attached to these Covenants; and

(c) the only manner in which any additional land can be subjected to the Covenants shall be in accordance with the procedure set forth in Section 6.02 hereof.

Section 6.02 Annexation of Additional Land. Declarant may, from time to time, annex additional lands lying within ten miles of lands subject to these Covenants, and thereby subject the same to the Covenants by the execution and filing for record in the Real Property Records of Montgomery County an instrument expressly stating the intention of Declarant to so annex, and describing such additional lands to be so annexed.

ARTICLE VII GENERAL PROVISIONS

Section 7.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten years each, unless an instrument, signed by not less than two-thirds of the then Owners (including Declarant) of the Lots has been recorded agreeing to cancel, amend or change, in whole or in part, this Declaration.

Section 7.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including Declarant) entitled to cast not less than two-thirds of the votes of all of the Owners and by the approval of the City of Montgomery. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds of all of the votes of the Owners, such amendment must be approved by said Owners within three hundred sixty-five days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including Declarant) entitled to cast not less than two-thirds of all of the votes of the Owners may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Owners, including Declarant duly called for such purpose, written notice of which shall be given to all Owners at least ten days and not more than sixty days in advance and shall set forth the purpose of such meeting. A quorum, for purposes of such meeting, shall consist of not less than seventy percent of all of the Owners (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Montgomery County, Texas, stating that the required number of Owners, including Declarant, executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose provided the instrument is approved by the City of Montgomery.

Section 7.03 Amendments by Declarant. Declarant shall have and reserves the right at anytime and from to time prior to two years from the sale of the first lot, without the joinder or consent of any Owner or other party to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity; or inconsistency appearing herein, provided that any 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 impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Declarant shall have and reserves the right at any time and from time to time prior to such date, without the joinder or consent of any Owner of other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in commercial Subdivisions at the time this Declaration was adopted. Likewise, Declarant shall have and reserves the right at any time and from time to time prior to such date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for commercial use following the date of this Declaration if the use of such device or apparatus will adversely affect the property values within the Subdivision.

Section 7.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 7.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 7.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, Declarant, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 7.07 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 7.08 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein," "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 7.09 Declarant's Rights and Prerogatives. Declarant may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for Declarant's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by Declarant or (ii) assignment to any third party owning property in the Subdivision, of one or more of Declarant's specific rights and prerogatives provided in this Declaration to be exercised by Declarant. The assignee designated by Declarant to exercise one or more of Declarant's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the date that said assignee files a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that Declarant discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, Declarant shall not incur any liability to any Owner or any other party by reason of Declarant's discontinuance or assignment of the exercise of said right(s) or prerogative(s).

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunto set their hand as of this _____, 2003.

PHILLIP LEFEVRE

HOLLY LEFEVRE

ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned notary on _____, 2003 by Phillip Lefevre and Holly Lefevre.

Notary Public, State of Texas