

**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS OF BUFFALO SPRINGS MIXED USE SECTION _____**

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This Declaration, made on the date hereinafter set forth by PHILIP LEFEVRE, hereinafter collectively referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land in Montgomery County, Texas, as more fully described on Exhibit "A" attached hereto and according to the plat ("Plat") of said, recorded in the office of the County Clerk of Montgomery County, Texas in Cabinet ____, Sheet(s)___ of the Map Records of Montgomery County, Texas (hereinafter referred to as the "Property" or the "Subdivision");

WHEREAS, it is the desire of Declarant to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners in said Subdivision.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Subdivision known as Buffalo Springs, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any areas not included within the boundaries of the Plat.

**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) "Buffalo Springs" shall mean and refer to this Subdivision and all of the land described in the preamble to these restrictions and 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 III 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 Philip LeFevre and Holly LeFevre and their successors, heirs and assigns. Provided, however, no person or entity merely purchasing one or more Lots from Philip LeFevre or 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 ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of 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 its 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 and/or any Utility District serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Declarant nor any utility company, water district, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done, by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.3 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 or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. 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 3.1 Uses Permitted. All Lots shall be used for office, commercial, business, industrial, apartments, condominiums, multi-family housing, single family housing, warehouses, schools, churches, restaurants, research, servicing, and services incident to such uses subject to the restrictions herein contained and excluding the non-permitted uses hereinafter set forth. Further, any use restricted by the municipal ordinances of the City of Montgomery, Texas shall not be permitted without approval of the City of Montgomery.

Section 3.2 Uses Expressly Prohibited. No use of any Lot shall be permitted that is noxious or offensive, in the opinion of the Committee, by reason of odor, fumes, dust, smoke, noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion.

Section 3.3 Construction Standards. The construction or alteration of any building or other structure on each Lot shall meet all standards set forth herein. The exterior wall of all buildings facing the street shall be of glass, brick, wood, exposed aggregate concrete or an equivalent architectural material to finish grade. All other exterior walls shall be permanent material to finish grade. No move-on buildings, such as mobile homes, old business buildings or houses to be reconstructed shall be permitted on any Lot. Approval of building materials and location of any improvements shall be at the sole discretion of the Committee.

Section 3.4 Building Construction Standards. Any building erected on a Lot shall conform to all existing state and local building codes. No excavation shall be made on, and no sand, gravel or soil shall be removed from any Lot, except in connection with the construction of improvements, and upon completion thereof, exposed openings shall be backfilled and disturbed ground shall be graded, leveled and paved or landscaped. Adequate erosion control shall be maintained on the site during construction.

Section 3.5 Location of the Improvements upon Lot. No building or structure (excluding walkways, steps, and open arcades of any kind shall be located on any Lot nearer to any side or rear property line, or nearer to any public road or nearer to the natural creek or waterway than as may be indicated on the Plat; 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.

Section 3.6 Easements. The easements as shown upon the recorded Plat of this subdivision are dedicated for the use of any public utility or agency providing utility service, and the area within such easements shall be kept free and clear from buildings or other structures. The

conveyance of any lot, tract or parcel of land in this subdivision shall be subject to the easement's shown upon the recorded plat of this subdivision.

Section 3.7 Parking. The Owner of each Lot shall at all times provide paved, offstreet parking facilities sufficient to accommodate the parking requirements created by the use of such Lot. No use shall ever be permitted of any Lot, nor shall any building be constructed thereon, which requires, or shall reasonably be expected to require or attract, parking in excess of the capacity of the paved, off-street parking facilities maintained on such Lots. The determination of whether or not the Owner of a Lot is providing adequate off-street parking facilities shall be in the sole, good faith, discretion of the Committee and any applicable city or state regulations. No owner of any site shall permit his or its employees, tenants, customer or invitees, or the employees, customers, and invitees of its tenants to park on public streets within the Subdivision, and it shall be the responsibility of each owner, its successors or assigns, or other persons holding under them to provide adequate off-street parking facilities for employees, tenants, customers and invitees on its Lot in accordance with the following guidelines:

- A. Each parking space shall not be less than twenty feet in length and nine feet in width.
- B. All parking areas shall be paved with asphalt or concrete to provide dust-free, all weather surfaces.
- C. All parking spaces shall be located on the same premises as the building or use served, except that in the event an ownership is merged with the ownership of any adjoining and contiguous property, then this restriction and covenant shall be applicable to all the property merged into a single ownership or operation.
- D. All parking areas shall be connected with a street or easement with an all-weather surface driveway.
- E. Parking areas and driveways parallel to a street shall be no closer that twenty feet to a street right-of-way line. The intent of this provision is to provide a minimum twenty foot strip for lawn, planting, and general landscaping purposes along all street right-of-way lines.

Section 3.8 Loading Facilities. Off-street loading and unloading facilities, maneuvering space, and truck parking area adequate to accommodate the needs of any use or building shall be provided on each Lot. Any Lot shall be permitted to have loading docks fronting on a public street provided the dock is recessed a minimum of sixty-five feet from the right-of-way line of the street on which the building fronts. Side loading docks shall be permitted provided said loading dock and every part thereof is at least sixty-five feet inside the right-of-way line of any public street. Loading areas, loading docks, and parking areas shall be laid out so that the use and operation of one will not interfere with the use and operation of another Owner. The loading docks and other facilities on each Lot must be placed so as not to distract or devaluate the property. Written exceptions to this

restriction concerning the placement of freight facilities may be permitted by the Committee. All loading docks must be screened from public view in a manner approved in writing by the Committee prior to the construction or alteration of any building on a Lot.

Section 3.9 Storage Areas. Storage areas shall be located on the rear portions of the sites, at locations specifically approved by the Committee in writing. There shall be no open storage of materials or equipment unless approved by the Committee. The design and placement of all storage tanks, communication towers, and any other structures or equipment on the property shall be architecturally compatible or effectively shielded from public view by an architecturally compatible method, and shall be approved in writing by the Committee prior to the construction, erection, or placement of said structures or equipment.

Section 3.10 Signs. All signs and graphics shall be of size and nature so as to preserve the quality and atmosphere of Buffalo Springs, and the design, materials, location and placement of all signs shall be approved in writing by the Committee prior to their erection. No sign, either temporary or permanent, placed on any Lot shall contain or utilize any flashing, blinking, intermittent, or moving light source of illumination, nor shall any such sign create or attempt to create or simulate the effect of any flashing, blinking, intermittent, or moving light source of illumination by mechanical or other means unless approved in writing by the Committee.

Section 3.11 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish or landfill. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. The Owners shall contract with a trash collection entity and all Owners shall be required to use a trash collection entity, paying the standard charges therefor, for the disposal of garbage and trash. All containers for trash and garbage shall be located and kept at the rear of the building and out of sight from the street.

Section 3.12 Junked Motor Vehicles Prohibited. No Lot shall 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 any Lot.

Section 3.13 Removal of Trees, Trash and Care of Lots During Construction.

- (a) All Owners, during their respective construction of an improvement, are required to remove and haul from the Lot all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Lot for construction of the improvements and landscaping.

- (b) All Owners, during their respective construction of improvements, are required to continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the Lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.
- (c) No trash, materials, or dirt is allowed in the street or street ditches. All Owners shall keep street and street ditches free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed, without delay, not less frequently than daily.
- (d) No Owner or Contractor may enter onto adjacent Lots or property for purposes of ingress and egress to his Lot during or after construction, unless such adjacent Lot is also owned by such Owner or permission from such Owner is obtained, and all such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building or waste materials during or after construction of building improvements by the Owner.

Section 3.14 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. 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 3.15 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this Subdivision. No septic tank may be installed on any Lot which is served by a central sanitary sewer system. If a central sanitary sewer system is not available to a Lot, an aerobic septic system may be installed as a temporary measure, but must tie into the central system as soon as it becomes available to the Lot. No septic tank may be installed unless approved by the Committee, City of Montgomery and all governmental agencies or authorities having jurisdiction. No septic tank may drain 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 3.16 Water Supply. All buildings in this Subdivision shall be equipped with and served by a fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used except upon approval of the Committee and any required governmental authorities. Wells may be drilled by Declarant or Association for use in watering common areas and filling of lakes or ponds in common areas and upon approval from the Committee, may be drilled by Owners of Lots for use in yard sprinkler systems or business purposes, but shall not be used for human consumption.

Section 3.17 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Committee and shall be not closer to front street property lines than the front of the Dwelling on each Lot and no closer than the utility easement boundary line along any side street. All other fences and walls will be constructed of ornamental iron, wood or masonry, provided no electric or barbed wire or temporary fences shall be allowed unless the Committee approves a variance prior to its construction. Temporary fences shall be permitted during construction of improvements on any Lot.

Section 3.18 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 feet in height unless otherwise approved by the Committee. The Committee's decision shall be final.

Section 3.19 Livestock. Except for not more than two dogs on any Lot, no poultry, animals, reptiles or livestock of any kind shall be kept, raised or bred on any Lot. All dogs must be

confined within a fenced area on the Lot and no dogs shall be allowed to run loose in the Subdivision.

Section 3.20 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 3.21 Mineral Development. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tans, tunnels, mineral excavation, or shafts be permitted upon or in any Lot, and, no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Provided, however, that this provision shall not prevent the leasing of the Subdivision or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the Subdivision may be developed from adjacent lands by directional drilling operations.

Section 3.22 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.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

Section 4.1 Establishment of Committee. An Architectural Control Committee composed of three members is hereby established for Buffalo Springs Mixed Use Section _____. The initial members of such Committee shall be Philip LeFevre, Holly LeFevre, and John Sandling. So long as Philip LeFevre or Holly LeFevre own one or more Lots in Buffalo Springs Mixed Use Section _____, they shall have the right, jointly or severally, to remove any member of the Committee, and to appoint a new member in his place. He 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 Philip LeFevre or Holly LeFevre cease to own any Lot or should they resign by written instrument, the Owners of a majority of the square footage in all Lots in Buffalo Springs Mixed Use Section _____ 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 3.2 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 judgement, with the overall character and aesthetics of Buffalo Springs. 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 Philip LeFevre or Holly LeFevre, own one or more Lots, no such appointment shall be effective without their joinder.

Section 4.4 Variances. Philip LeFevre, Holly LeFevre 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 Philip LeFevre, Holly LeFevre or by 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 MIXED-USE PROPERTY 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, Section _____ including any other sections which subsequently may be developed on this tract or adjacent land. The name of the Association shall be Buffalo Springs Mixed-Use Association. Each Lot owner from all sections comprising Buffalo Springs Mixed-Use Association 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 members for so long as Declarant owns lots in any section of Buffalo Springs that are governed by Buffalo Springs Mixed-Use Association or until December 13, 2014. 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 they own 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, 2014;

which 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 6.1 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 6.2 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 6.2, 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 on any attachment hereto 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 6.2 hereof.

Section 6.2 Annexation of Additional Land. Declarant may, from time to time, annex additional lands to the Property 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 7.1 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 7.2 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 7.3 Amendments by Declarant. Declarant shall have and reserves the right at any time from to two years from the date the first lot is sold in Buffalo Springs, Section ____, without the joinder or consent of any Owner or other party, other than the City of Montgomery, 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 7.4 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 7.5 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 7.6 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 7.7 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 7.8 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 7.9 Declarants' Rights and Prerogatives. Declarant may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for Declarants' (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 or

Annexable Area, of one or more of Declarants' specific rights and prerogatives provided in this Declaration to be exercised by Declarant. The assignee designated by Declarant to exercise one or more of Declarants' 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 Declarants' discontinuance or assignment of the exercise of said right(s) or prerogative(s).

IN WITNESS WHEREOF, the undersigned has hereunto set their hand as of this ____ day of December 2003.

DECLARANT:

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