

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE VILLAGES AT CHARLESTON**

This Declaration of Covenants, Conditions and Restrictions for The Villages At Charleston is made on the date hereinafter set forth by the Declarant (hereinafter defined).

Declarant is the owner of the Property (as herein defined). Declarant desires to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property. This Declaration (as defined herein) is intended to provide a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. In furtherance of such plan, Declarant has caused or intends to cause The Villages At Charleston Homeowners Association, Inc. to be formed as a Texas nonprofit corporation to own, operate, and maintain the Common Areas (as defined herein) and to administer and enforce the provisions of this Declaration.

Declarant hereby declares that all of the Property shall be held, sold, used and conveyed subject to the easements, restrictions, covenants and conditions contained in this Declaration, which shall run with the title to the Property. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of Declarant, the Association (hereinafter defined), the ACA (hereinafter defined) and each owner of any portion of the Property.

**ARTICLE I
DEFINITIONS**

1.1 “**Annexable Property**” means real property that may be added to the Property and subjected to this Declaration by Declarant.

1.2 “**ACA or “Architectural Control Authority**” shall have the meaning provided such terms in Section 6.2 herein.

1.3 “**ACA Standards**” means standards adopted by the ACA regarding architectural and related matters, including, without limitation, architectural design, placement of improvements, landscaping, color schemes, exterior finishes and materials and similar features which may be either recommended or required by the ACA for use within the Property.

1.4 “**Association**” means The Villages At Charleston Homeowners Association, Inc., a Texas nonprofit corporation established for the purposes set forth herein.

1.5 “**Association Fencing**” means that certain fencing installed by Declarant, if Declarant so elects, including, without limitation, the screening wall and/or fence around the perimeter of the Property, which shall be part of the Common Area which the Association, and not the City shall have the obligation to maintain, repair and replace.