

Notice
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CERTIFICATION

STATE OF TEXAS

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03/30/04 100443309

\$43.00

COUNTY OF HARRIS

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

(1) I am an Agent of the April Village Community Association, Inc., a Texas non-profit corporation, hereinafter the "Association";

(2) the By-Laws of April Village Community Association, Inc., that apply to the operation and utilization of property within April Village, Section One (1), and Lakeside Place, Section Seven (7), subdivisions in Harris County, Texas is attached hereto as Exhibit "B";

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(3) the said By-Laws of April Village Community Association, Inc., represent a true and correct copy of the said original documents; and

(4) a description of the property affected by the said By-Laws of April Village Community Association, Inc., is attached hereto as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 10th day of March 2004.

Russel T. Holt
Russel T. Holt, Agent

STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Russel T. Holt, Agent for the April Village Community Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

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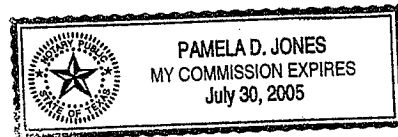
Given under my hand and seal of office this the 10th day of March 2004.

Pamela D. Jones
NOTARY PUBLIC, STATE OF TEXAS

After recording return to:

Holt & Young, P.C.
6363 Woodway, # 800
Houston, Texas 77057

✓



**FILE FOR RECORD
8:00 AM**

MAR 30 2004

Barbara R. Hoffmann
County Clerk, Harris County, Texas

2512-00-0000

EXHIBIT "A"

PROPERTY DESCRIPTION

1. April Village, Section One (1) a subdivision in Harris County, Texas, according to map or plat thereof recorded in Volume 250, Page 8, of the Map Records of Harris County, Texas; and
2. Lakeside Place, Section Seven (7) a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 249, Page 66, of the Map Records of Harris County, Texas.

2025-03-08

EXHIBIT "B"

**RECORD OF DEDICATORY INSTRUMENTS FOR APRIL VILLAGE
COMMUNITY ASSOCIATION, INC., PURSUANT TO
PROPERTY CODE § 202.006**

1. By-Laws of April Village Community Association, Inc.

503-60-2454

BY-LAWS OF APRIL VILLAGE COMMUNITY ASSOCIATION, INC.

The By-Laws of April Village Community Association, Inc., d/b/a April Village and Lakeside Place Community Association, as adopted by the Board of Directors on the 8th day of July, 1977, and as revised on August 11, 1997 and January 21, 2002, are as follows:

ARTICLE I

NAME AND LOCATION

The name of the corporation is April Village Community Association, Inc., d/b/a April Village and Lakeside Place Community Association, hereinafter referred to as the "Association." Meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

§1. "Association" shall mean and refer to April Village Community Association, Inc., as a Texas Non-Profit Corporation, d/b/a April Village and Lakeside Place Community Association, its successors and assigns.

§2. "Properties" shall mean and refer to April Village, Section 1, a subdivision in Harris County, Texas; Lakeside Place, Section 7, a subdivision in Harris County, Texas; and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

§3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

§4. "Lot" shall mean and refer to any plat of land upon any recorded subdivision map of the

Properties with the exception of the Common Area.

§5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

§6. "Declarant" shall mean and refer to Lakeside Venture, a joint venture composed of First General Realty Corporation and Joventex Corporation, both Texas corporations, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. "Declarant" shall also refer to Georgian Court, Inc., a Texas corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

§7. "Declaration" shall mean and refer to the instrument entitled "Declaration of Covenants, Conditions and Restrictions" applicable to the Properties and filed for record under Harris County Clerk File No. F215105, recorded under Film Code No. 170-03-1740 of the Official Public Records of Real Property of Harris County, Texas, and any amendments thereto and/or such other Declarations created by dedication of additional properties, if any to the sub-division by the Declarant. "Declaration" shall also refer to the instrument entitled "Declaration of Covenants, Conditions and Restrictions (Lakeside Place, Section Seven (7))" applicable to the Properties and filed for record under Harris County Clerk File No. F671338, recorded under Film Code No. 199-18-2075 of the Official Public Records of Real Property of Harris County, Texas, and any amendments thereto and/or such other Declarations created by dedication of additional properties, if any to the sub-division by the Declarant.

§8. "Member" shall mean and refer to those persons entitled to membership as provided in

the Declaration.

ARTICLE III

MEETING OF MEMBERS

§1. *Annual Meetings.* The annual meeting of the members shall be held the second Tuesday in September at 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

§2. *Special Meetings.* Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-third (1/3) of all the votes of the Class A membership.

§3. *Notice of Meetings.* Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage pre-paid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

§4. *Quorum.* The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

§5. *Proxies.* At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Members voting by proxy may designate the secretary to vote for them in accordance with the secretary's best judgment on the candidates and issues before the membership; or they may make such specific designations themselves, which the secretary shall then register.

If a member designates only one candidate when two offices are vacant, the secretary shall register the proxy as a complete vote and exercise no discretionary authority regarding the second office. Every proxy shall be revocable by the member and shall automatically cease upon conveyance by the member of his Lot.

If the secretary is an incumbent candidate or otherwise unavailable, these duties will fall to the president. If the president is also an incumbent or otherwise unavailable, the duties will then fall to the treasurer.

ARTICLE IV

TERMS OF OFFICE FOR THE BOARD OF DIRECTORS

§1. *Number.* The affairs of this Association shall be managed by a Board of five (5) directors, who must be members of the Association.

§2. *Term of Office.* At the 1989 annual meeting of the members, two (2) directors shall be elected for a term of three (3) years. At the 1990 annual meeting of the members, two (2) directors shall be elected for a term of three (3) years. At the 1991 annual meeting of the members, one (1) director shall be elected for a term of three (3) years. At every annual meeting thereafter, the members shall elect that number of directors whose term has expired for a term of three (3) years.

§3. *Removal.* Any director may be removed from the Board, with or without cause, by a

majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

§4. *Compensation.* No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

§1. *Nomination.* Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members only.

§2. *Election.* Election of the Board of Directors shall be by secret written ballot at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETING OF DIRECTORS

§1. *Regular Meetings.* Regular meetings of the Board of Directors shall be held monthly, preferably with advance notice to the directors, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

§2. *Special Meetings.* Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

§3. *Quorum.* A majority of the number of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

§4. *Action Taken Without a Meeting.* The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written or oral approval of a majority of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. Such actions shall only be taken in response to urgent circumstances. The preferred decision-making forum shall be regularly scheduled open meetings with common discussion.

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ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

§1. *Powers.* The Board of Directors shall have power to:

- a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;
- d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent three (3) consecutive regular meetings of the Board of Directors; and
- e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

§2. *Duties.* It shall be the duty of the Board of Directors to:

- a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or

2012-09-08

at any special meeting when such statement is requested in writing by one-third (1/3) of the Class A members who are entitled to vote;

b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c) as more fully provided in the Declaration, to:

1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3) foreclose the lien against any property for which assessments are not paid at least thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

d) issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

f) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

§1. *Enumeration of Offices.* The officers of this Association shall be president, secretary and treasurer, who shall at all times be members of the Board of Directors, and such officers as the Board may from time to time by resolution create.

§2. *Election of Officers.* The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

§3. *Term.* The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

§4. *Special Appointments.* The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

§5. *Resignation and Removal.* Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

§6. *Vacancies.* A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

§7. *Multiple Offices.* No person shall simultaneously hold more than one of any of the offices, except in the case of special offices created pursuant to Section 4 of this Article.

§8. *Duties.* The duties of the officers are as follows:

President

a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. The president may, at his or her sole discretion, authorize the expenditure of up to \$500 at a time, for a maximum of \$2,000 a year, for Association needs. Use of this authority is only applicable to emergency repairs or situations creating a potential liability exposure to the Association and otherwise time-sensitive and unavoidable costs. Long-term improvements, such as new landscaping or modifications to the Common Area, do not fall under this authority and will still require full board approval. In the event the president is unavailable to make a decision on the use of funds, the authority will then fall to the Association treasurer. If the treasurer is unavailable, the secretary may make such a decision. If no officer is available, then any board member may authorize such an expenditure.

Secretary

b) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

503-68-303

Treasurer

c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures.

If neither the president nor the treasurer is available to sign checks, then any other Board member may exercise the same privilege, but only in the absence of at least one of those officers. For routine payments which must be made prior to regularly scheduled meetings to avoid penalties or for payments already authorized by the Board, the Association property manager may co-sign the checks with one Board member, preferably either the president or the treasurer.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of

Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Association may bring an action at law against the property; and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

COLLECTION PROCEDURES

§1. Prior to the initiation of any legal proceedings, the board and its management company should try to develop a payment plan for charges due with the delinquent property owner.

§2. Before instituting foreclosure proceedings, at least one member of the association board should make a concerted attempt to meet with the property owner to determine the cause of nonpayment of maintenance dues and assess the potential effects of a foreclosure. Documentation of the board member visit or attempted visit should be kept in the association files.

§3. Any decision to foreclose on property shall require approval of a majority of the full board of directors for that specific purpose.

ARTICLE XIII

AMENDMENTS

§1. These By-Laws may be amended at a regular or special meeting of the Board of Directors, by a vote of a majority members of the Board of Directors present, in person or by proxy.

§2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

As revised this _____ day of _____, 2002, by the
directors of the April Village Community Association, Inc., d/b/a April Village and Lakeside Place
Community Association.



GEORGE DE VASSEL *gdv*



DANNY HOROWITZ *DH*
IEL H.



JAMES HERZBERG



SUSAN JULIAN



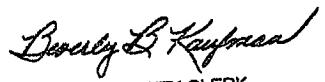
CATHERINE ALEXANDER

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

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

MAR 30 2004





BEVERLY L. KAUFMAN
COUNTY CLERK
HARRIS COUNTY, TEXAS

08/15/97

ARCHITECTURAL GUIDELINES ~~PLANS~~ 00132456 5594989

\$35.00

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and
RULES AND REGULATIONS
for
APRIL VILLAGE, SECTION ONE AND LAKESIDE PLACE, SECTION SEVEN, BOTH HARRIS COUNTY SUBDIVISIONS

adopted by
UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
of
THE APRIL VILLAGE COMMUNITY ASSOCIATION, INC.

(2)
W

We, the undersigned, being all of the members of the Board of Directors of the APRIL VILLAGE COMMUNITY ASSOCIATION, INC. d/b/a APRIL VILLAGE/LAKESIDE PLACE COMMUNITY ASSOCIATION (the "Association"), a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, as presently constituted, do by this writing consent to the following actions and adopt the following resolution:

WHEREAS, by that certain instrument entitled "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS" filed of record in the Official Public Records of Real Property under County Clerk's File Number F215105 and that certain instrument entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (LAKESIDE PLACE, SECTION SEVEN (7))" filed of record in the Official Public Records of Real Property under County Clerk's File Number F671338 (the "Declarations") every lot within APRIL VILLAGE, SECTION ONE and LAKESIDE PLACE, SECTION SEVEN, both Harris County subdivisions according to the maps or plats thereof, respectively filed in Volume 250, Page 8 and Volume 249, Page 66 of the Map Records of Harris County, Texas, (the "Subdivisions") were made subject to the covenants, conditions and restrictions set forth in the Declarations; and

WHEREAS, Paragraph 2 of the Declarations provides: "No building or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee..."; and

WHEREAS, Section 204.010(a)(6) of the Texas Property Code empowers the Association, acting through its Board of Directors, to implement written architectural control guidelines; and

WHEREAS, the Board of Directors of the Association desires to: (i) promulgate rules and regulations and architectural guidelines related to the appearance, use and maintenance of the Subdivisions, and (ii) establish procedures for the orderly review of construction plans, specifications and guidelines with respect to the design, color and location of buildings and improvements and any changes thereto so that a harmonious exterior design within the Subdivisions is consistently maintained.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Association hereby adopts and implements the following rules and regulations, procedures, and guidelines relating to all buildings, additions, improvements, and structures in the Subdivisions and the overall appearance, use and maintenance of the Subdivisions, which shall supplement the Declarations.

I. OVERVIEW

The Board of Directors of the Association has established the following outline of architectural guidelines and rules and regulations in accordance with the authority granted to them by the provisions of the Declarations and the Texas Property Code. The guidelines are established to assure a uniform and fair interpretation of the Declarations and the power of the Association related to architectural control and regulation of the appearance of the Subdivisions. The guidelines are intended to provide all lot owners in the Subdivisions with information relating to (i) the design, color, location and grade of materials which may be used in the construction of various kinds of structures and improvements, (ii) the size and location of such improvements and structures and (iii) the procedure utilized by the Association with respect to applications for proposed improvements and structures and allocations thereto.

These procedures and guidelines may be amended by the Board of Directors of the Association from time to time as it deems necessary and appropriate.

II. ARCHITECTURAL REVIEW PROCEDURES

- 2.01 Applications. All applications of approval to make any exterior changes, additions or improvements must be submitted to the Board in writing by completing the application form currently in use by the Association. Complete and final plans and specifications for any exterior addition, change, alteration or improvement should be attached to the application. All applications, additional information, or request for appeal shall be mailed or delivered to the office of the managing agent of the Association, not to the Board.
- 2.02 Additional Information. The Board reserves the right to request any additional information it deems necessary to properly evaluate any application. In the event that the Board requests additional information, the application shall be considered incomplete and denied until such information is submitted to the Board. The time allowance for approval shall not begin until such information is received. In the event that the Board requests additional information and the information is not received within thirty (30) days from the date of the request, the application shall be considered denied; however, the applicant may thereafter submit a new application with the requested information to the Board for its review.
- 2.03 Board Decisions. The Board shall consider each application for compliance with the Declarations and with these guidelines. The decision of a majority of members to approve or disapprove an application shall be considered the decision of the

Board. Board decisions shall be conveyed in writing by the Board or the managing agent of the Association to the applicant and shall include a statement of the conditions under which the application is approved, if any, or the primary reason(s) for disapproving the application.

- 2.04 Automatic Approval. Subject to Section 2.02 above and as provided in Paragraph 2 of the Declarations, any application that is not approved or disapproved within thirty (30) days of the date of its receipt shall be deemed to have been automatically approved provided, however, that any such approval shall extend only to compliance with these architectural guidelines and in no event shall non-action be deemed to constitute approval of an application for any change, addition, or improvement or any other item that would violate any of the terms in the Declarations.
- 2.05 Completion Deadline. Unless otherwise stated in the Board's written response, all approved exterior changes, additions or improvements shall be completed within sixty (60) days of the date construction, installation or erection is commenced, unless an extension is otherwise approved by the Board.

III. GENERAL GUIDELINES

- 3.01 Board Approval Guidelines. The Board shall consider the following factors upon the review of each application for an exterior addition, change, or alteration:
- a. conformity and harmony of external design and location in relation to surrounding structures and topography;
 - b. quality of workmanship materials;
 - c. dimension, shape, height, and location;
 - d. harmony and appeal of exterior design;
 - e. structural, mechanical, electrical, and plumbing details;
 - f. nature, kind, type, and color of materials; and
 - g. such other factors as the Board may deem appropriate.
- 3.02 Maintenance of Improvements. All improvements and structures must be maintained at all times by the Owner of the Lot in a good, attractive and neat condition, as determined by the Board.

- 3.03 Prior Written Approval. Unless otherwise specifically provided in these guidelines, all changes, alterations and replacements of residential dwellings, improvements, and other structures must receive prior written approval from the Board.
- 3.04 No Warranty. The approval of an application shall not be construed as a warranty or representation by the Board that the change, addition or improvement, as proposed or as built, complies with any or all applicable statutes, ordinances or building codes, or as a warranty or representation by the Board of the fitness, design or adequacy of the proposed construction.

IV. SPECIFIC GUIDELINES

4.01 Fences.

- a. Pickets. All fences situated parallel to the front lot line or parallel to a side street adjacent to a corner lot shall be constructed with the pickets on the outside so that no posts or rails are visible from the street in front of the lot or from the side street.
- b. Gates. All gates shall be constructed with materials consistent with either the fence material or the house material.
- c. Color and Materials.
- i) Wooden Fences. No wooden fence may be painted, stained or varnished.
 - ii) Wrought Iron Fences. Wrought iron fences must be black. The height, location and spacing of the bars of all wrought iron fences must be approved in writing by the Architectural Control Committee ("ACC").
 - iii) Chain Link and Wire Fences. Chain link and wire fences are not permitted, except to enclose a swimming pool and only if the chain link or wire fence is not visible from any street.
 - iv) Other Fences. Fence of any other material than that listed above must be approved by the ACC.
- d. Maintenance of Fences. All fences shall be properly maintained and portions replaced as originally constructed or approved to prevent fading, mildewing or disrepair.
- e. Fence Extensions. Fence extensions should be submitted by both owners sharing the side lot line and fence. If both owners do not submit the

request, the owner wishing to construct the fence shall submit evidence of written notification within a reasonable time period to the adjoining property owner of the proposed project with the application for approval.

4.02

Swimming Pools, Spas, and Jacuzzis

- a. In General. No swimming pool, spa or jacuzzi shall be approved unless the area in which the pool is to be located is either enclosed by a six foot (6') fence constructed with materials approved by the ACC with a maximum of three inches (3") between each bar or such a fence is proposed to be constructed in conjunction with the swimming pool. During construction, the pool area shall be enclosed with a temporary fence or barrier, unless a fence already exists. If a portion of an existing fence is removed during construction, a temporary fence or barrier must be erected to fully enclose the area in which construction is taking place. Excavated material shall either be used on site or immediately removed from the premises by the pool contractor. The construction of all swimming pools, spas, and jacuzzis must be in compliance with the national electrical code and include the installation of a ground fault circuit interrupter. There shall be no surface discharge on the lot or to an adjacent property. No swimming pool, spa or jacuzzi shall be constructed in a manner to impede drainage on a lot or to cause water to flow on an adjacent lot. Generally, swimming pools, spas and jacuzzis should be located at least five feet (5') from a side or rear lot line to maintain proper drainage. Pools, spas and jacuzzis should not encroach into any utility easement without the prior consent of the utility company.
- b. In Ground. An application for the construction of a swimming pool, spa or jacuzzi must include a plot plan showing the proposed location of the swimming pool, spa or jacuzzi in relation to the property lines, building lines, existing structures and existing or proposed fences. The application shall also include a timetable for the construction of the swimming pool, spa or jacuzzi and copies of written notifications to adjoining neighbors of the proposed project.
- c. Above Ground. Above ground pools are acceptable provided they are not over four feet (4') in height. Decking around the pool cannot be over eighteen inches (18") above ground to ensure the privacy of neighbors. If there is a walkway around pool, it cannot be wider than two feet (2'), nor higher than the wall of the pool. Railings for walkway cannot be visible above the six foot (6') fence. It must also be five feet (5') from the side and rear fences. The application should include copies of written notifications to adjoining neighbors of the proposed project.

Outbuildings

- a. General Rules. For the purpose of these guidelines, an "outbuilding" is defined as any structure which is not attached to the main residence. This definition does not include bonafide additions to the main residence or garage, but does include gazebos, storage sheds, play structures, and play apparatus. Outbuildings not exceeding ten feet (10') in length, ten feet (10') in width, and eight feet (8') in height, shall be permitted on a lot, provided they meet the other standards set forth in these guidelines. If the outbuilding has a platform, the platform can be no higher than four feet (4') off the ground and must be centered in the rear yard to protect the neighbors' privacy. The standard type, quality and color of the materials used in the construction of outbuildings shall be harmonious with those of the main residence on the lot. Provided, however, the ACC may approve small prefabricated metal storage buildings which are (i) a color that blends with the main residence; and (ii) not visible from the street. An outbuilding shall be located in the rear portion of the lot, but may not be located on the rear utility easement unless the outbuilding is movable or the utility company has provided prior written consent. Outbuilding locations must also conform to the building front and side setback restrictions. No outbuilding may be placed or built against any wall of the main residence, unless its maximum height is six feet (6'). Provided, however, if the outbuilding is under six feet (6') in height, it may be located in the side yard. No outbuilding may be located on a lot such that it impedes drainage from the lot or causes water to flow onto an adjacent lot. Further, if an outbuilding is to be constructed or placed on a lot, the lot must be enclosed by a six foot (6') fence, or such fence must also be proposed concurrent with the application for approval. A fence approved in conjunction with an application to construct an outbuilding must be completed within thirty (30) days of the date that the outbuilding construction begins.
- b. Gazebos. For the purposes hereof, a gazebo shall be defined as a free standing structure, whose purpose should not be for any type of storage. These typically are circular or octagonal shaped structures. There are two approved type of gazebos:
- i. Conical shaped (peaked) roofed gazebos. These gazebos cannot exceed the height of the garage and the vertical supports cannot exceed eight feet (8'), from the deck level. In no event may the maximum height of the gazebo exceed eleven feet (11'). The deck height shall comply with Section 4.05 of these Guidelines.
 - ii. Flat lattice (arbor type) roofed gazebos. These cannot exceed ten feet (10') in height (height measured from the ground) and the horizontal supports cannot exceed eight feet (8') in height from the

deck level. The deck height shall comply with Section 4.05 of these Guidelines.

For both structures, the footprint area is limited to one hundred (100) square feet (typically 10' by 10'). The roofs of all gazebos with solid roofs must comply with Section 4.21 of these Guidelines. The materials used in construction of the gazebo shall be harmonious with the standard, type, quality and color used in the construction of the main residence on the lot., Louvered or trellis style gazebo roofs may be allowed as long as the quality of materials is approved. Pressure treated wood must be stained, painted or covered by shingles. Cedar may be stained, painted or left bare. Water and electricity may be permitted upon approval and according to the national electrical code. All pipes and cables must be underground. No gazebo shall impede drainage on the lot or cause water to flow onto an adjacent lot. An application for approval should include copies of written notifications to adjoining neighbors.

- c. Children's Play Apparatus. For the purposes hereof, a children's play apparatus shall mean any type of children's swing sets, play sets, climbing structure, slides, or raised play sets. A maximum of two (2) children's play apparatuses are allowed on a residential lot. The maximum dimensions for each play apparatus are ten feet (10') in width by fifteen feet (15') in length by eight feet (8') in height. The play apparatus may have no more than two (2) vertical beams with a single horizontal support member between them extending above the eight foot (8') height restriction of the play apparatus. The sole permitted purpose of these extending beams is to support a tarpaulin for a shade area. The beams and their accompanying horizontal cross member may not exceed ten feet (10') in height, measured from the ground. Tarpaulin colors will only be approved if harmonious with the color of the residential dwelling. Play apparatuses may be located behind the front and/or side building setback lines of the dwelling or garage. An application for approval should include copies of written notifications to adjoining neighbors.

- d. Children's Play Structures. For purposes hereof, a children's play structure shall mean any type of children's playhouse, clubhouse or play fort. The same guidelines for play apparatus shall be applicable to play structures.

4.04 Garages. Each residence must have an attached garage or a detached garage for two (2), but not more than three (3) cars. Garage conversions shall be permitted, provided the exterior of the garage is not altered and driveways are not removed from the front yard.

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- 4.05 Decks. All decks must be approved by the ACC with respect to location and the standard, type, color and quality of the materials used in construction. Appropriate fences may be required by the ACC if any portion of a proposed deck would otherwise be visible from the street or an adjacent lot. No deck shall impede drainage on the lot or cause water to flow on an adjacent lot. No deck other than a second level balcony attached to the main residence shall be constructed more than eighteen inches (18") above the ground. No deck may encroach into any utility easement without the prior consent of the utility company.
- 4.06 Exterior Lighting. All security and landscape lighting must be approved by the ACC. Additional lighting should not be of a wattage or lumen count which will affect neighboring homes. Directional lights or floodlights must be aimed so as not to shine in the windows of neighboring homes or oncoming vehicles. Mercury vapor, fluorescent, and sodium halite lights are not permitted. Yard lights must be: gas or electric; single lamp only; with a maximum height of six feet (6'). Gas or electric lights must be black, brown or white depending on color of house and determination of suitable color will be the decision of the ACC. All new lighting which is approved by the ACC shall be subject to a ninety (90) day trial period to assure that the lighting is not objectionable to surrounding residents. If, at the end of the ninety (90) day period, the ACC determines that the lighting is not unreasonably offensive or an annoyance to surrounding residences, the ACC's approval shall be final; otherwise, the lighting shall be removed or modified in accordance with the decision of the ACC.
- 4.07 Solar Film. Any solar film applied to windows must receive prior ACC approval and must be made of non-reflective materials.
- 4.08 Basketball Goals. Basketball goals should be mounted either (a) on the garage wall or roof with the backboard parallel to the automobile entrance, or (b) on a rigid steel or aluminum pole. Mounting supports may be of wood, steel or aluminum. Support bracing must be either black or a color to match the shingles. Poles must either be black or a color in harmony with the color of the residence. For roof mounted basketball goals, the backboard supports must be firmly attached to the structure. All goals must be a minimum of ten feet (10') behind the front building line of the dwelling on the lot that extends from the front of the house or garage parallel to the street. A pole mounted goal must not be within ten feet (10') of the adjoining neighbor's amenities (air conditioning unit, shrubbery, gas meter, etc.) unless properly protected (i.e., by fence or shrubbery) or unless the written consent of the neighbor is obtained. An application for approval to erect a basketball goal must include either a plot plan or a to-scale drawing depicting the location of the goal and its relationship to the adjoining neighbor's property. In the case of a pole mounted goal, the plan or drawing should include the neighbor's amenities and a neighbor's written consent if applicable. The homeowner must maintain the basketball goal in its original approved condition (including rim and net). If lighting is provided for

the basketball area, it must comply with the lighting guidelines in Section 4.06. A good neighbor policy concerning noise and disturbing the peace must be followed.

- 4.09 Storm Windows and Storm Screen/Doors. The frames of storm windows and storm screen doors should be of a color compatible with the exterior of the residence.
- 4.10 Room Additions. Exterior materials and colors should match the residence as closely as possible., Detailed plans must be submitted to the ACC. Room additions may not encroach into any utility easement unless the utility companies involved have granted their prior written consent to such encroachment. Size and shape of the addition will depend on architectural style and layout of the home, size of the lot, and how well the room addition integrates with the existing home. Plans for a room addition must show a room of reasonable size to constitute a legitimate request for a room addition. The roof of the addition must integrate with the existing roof line so as to appear to have been part of the original home. Room additions cannot exceed more than one-third into the remaining rear yard.
- 4.11 Decorations. On any portion of a lot visible from any street, there shall be no decorative appurtenances, such as sculptures, birdbaths, birdhouses, fountains or other decorative embellishments placed thereon without prior approval of the ACC. Identifying numbers may be placed on the residence and on any suitable type of freestanding structure in the front yard, such as gas lights or mailboxes.
- 4.12 Flag Poles. The Association encourages its residents to display the American flag at appropriate times with due respect to national standards. Flag poles, however, are considered an architectural improvement, and therefore require the ACC's approval. Flags may not be used to advertise or promote any product, service organization or commercial enterprise. Each lot may have not more than two (2) removable, wall-mounted flag poles or masts, which must be securely attached to the house or garage. The pole or mast may not exceed six (6') in length from where it is mounted. The pole or mast must be removed whenever the flag is not being displayed. Permanent flags are not permitted. In-ground flag poles (whether temporary or permanent) are not permitted on lots.
- 4.13 Wind Turbines. Wind turbines should be mounted in the rear portion of the roof so that they are not visible from the front or above the roof line. The wind turbines should either be a color which blends with the shingle color or painted to match the shingle color.
- 4.14 Outside Carpeting. Outdoor carpeting may only be installed on porch areas (not sidewalks or walkways). Only earth tone colors in shades of brown are acceptable. Specifically, no green or blue carpet is allowed.
- 4.15 Burglar Bars. Burglar bars must be harmonious with the architecture of the residence and painted to match the exterior trim.

- 4.16 Sidewalks. No front sidewalk or driveway may be painted or stained.
- 4.17 Paint Colors. Allowed colors of paint are variations of earth tones, such as tan, sand, cream, brown, green and grey. Any house painting, even if with the existing color, will require ACC approval.
- 4.18 Parking. No vehicle shall be parked such as to obstruct or block a public sidewalk. No vehicle shall be parked on the grass or lawn of a lot. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair and maintenance of a house or houses in the immediate vicinity.
- 4.19 Semi-permanent Storage. Any automobile, boat, trailer, or other vehicle as specified in deed restriction nine (9) of the Declarations stored in excess of seventy-two (72) hours shall be considered semi-permanent and subject to the provisions of deed restriction nine (9).
- 4.20 Tree Removal. No trees between the sidewalk and the curb in excess of six inches (6") in diameter, as measured two feet (2') from the ground, shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC. In the event of an intentional or unintentional violation of this provision, the violator may be required to replace the removed tree with one (1) or more reasonably comparable trees of such size and number, and in such locations, as the ACC may determine necessary, in its sole discretion, to mitigate the damage.
- 4.21 Roofing Material. All additions and alterations, including patio covers and roofing, must be coordinated with existing structures, including color, materials, design and construction. No metal, fiberglass, or plastic of a corrugated nature can be used, except that roofing made from such material of 240 lb. weight, which is consistent with the existing structure may be approved on an individual basis.

We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the Association and be forwarded to all members of the Association.

This consent is executed pursuant to Article 9.10 of the Texas Non-Profit Corporation Act which authorizes the taking of action by the Board of Directors by unanimous consent without a meeting. This consent is executed in multiple counterparts, which, when placed together, shall constitute the fully executed original instrument.

BOARD OF DIRECTORS

APRIL VILLAGE COMMUNITY
ASSOCIATION, INC.

102

DATE: 8/11/97

By: James Herzberg

Print Name: JAMES HERZBERG

Title: Director

DATE: 8/11/97

By: Steven R. Hardy

Print Name: STEVEN R. HARDY

Title: Director

DATE: August 11, 1997

By: Susan V. Julian

Print Name: SUSAN V. JULIAN

Title: Director

DATE: 8/11/97

By: Russell Smith

Print Name: RUSSELL SMITH

Title: Director

DATE: August 11, 1997

By: George A. deVos

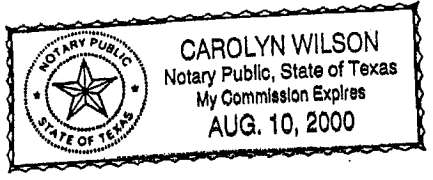
Print Name: George A. deVos

Title: Director

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared JAMES HERZBERG known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 11th day of AUGUST, 1997.

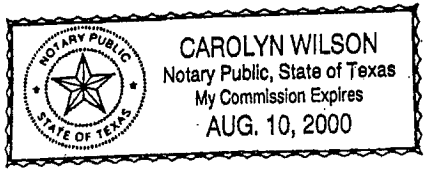


Carolyn Wilson
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared STEVEN R. HARDY known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 11th day of AUGUST, 1997.

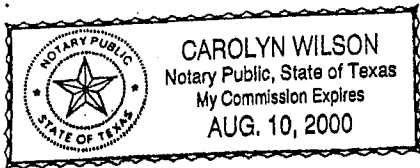


Carolyn Wilson
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared SUSAN V. JULIAN, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 11TH day of AUGUST, 1997.

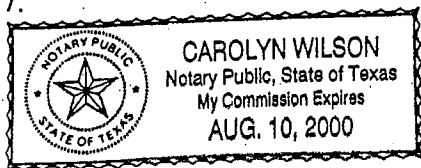


Carolyn Wilson
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared RUSSELL SMITH, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 11TH day of AUGUST, 1997.



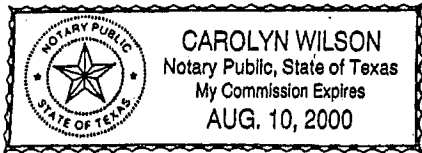
Carolyn Wilson
NOTARY PUBLIC - STATE OF TEXAS

514E37E3027

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared GEORGE A. de VASSAL known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 11th day of AUGUST 1997.



Carolyn Wilson
NOTARY PUBLIC - STATE OF TEXAS

FILED
97 AUG 15 PM 3:07
Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

AUG 15 1997



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

Return to:
BUTLER & HAILEY, P.C.
Attorneys at Law
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Houston, Texas 77057