

**DECLARATION OF AMENDED AND RESTATED
COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF
GLENWOOD, SECTIONS I AND II, UNRECORDED
SUBDIVISIONS IN
FORT BEND COUNTY, TEXAS**

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COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
GLENWOOD, SECTIONS I AND II, UNRECORDED SUBDIVISIONS IN
FORT BEND COUNTY, TEXAS**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, J. C. Hajdik, Trustee, (hereinafter referred to as the “Grantor”) was the owner of that certain property commonly known as Glenwood Sections I and II, both unrecorded subdivisions in Fort Bend County, Texas respectively described in those certain instruments entitled “Deed Restrictions Glenwood Subdivision” and “Deed Restrictions Glenwood Subdivision Section II” respectively recorded in Volume 847, Page 629 *et seq.* and Volume 985, Page 463 *et seq.* of the Official Public Records of Fort Bend County, Texas (collectively hereinafter referred to as the “Restrictions for Glenwood Sections I and II”), through which instruments the Grantor imposed on all Lots in Glenwood, Sections I and II all those certain covenants, conditions, restrictions, and easements therein set forth; and

WHEREAS, the Restrictions applicable to Glenwood Section I were duly amended by those certain instruments entitled “Amendment to Restrictions, Glenwood Subdivision”; “Amendment to Deed Restrictions Glenwood Subdivision Section I”; and “Corrected Amendment to Deed Restrictions Glenwood Subdivision Section I” respectively recorded in Volume 985, Page 489 *et seq.*; Volume 1637, Page 423 *et seq.*; and Volume 2006, Page 1906 *et seq.* of the Official Public Records of Fort Bend County, Texas (the term “Restrictions for Glenwood Sections I and II” hereinafter includes these amendments); and

WHEREAS, the Restrictions for Glenwood Sections I and II were further amended by the members of the Association as reflected by those certain instrument entitled “Amendment to Deed Restrictions Glenwood Subdivision Sections I & II”; “Corrected Second Amendment to Deed Restrictions Glenwood Subdivision Sections I & II”; “Third Amendment to Deed Restrictions Glenwood Subdivision Sections I & II”; “Fourth Amendment to Deed Restrictions Glenwood Sections I & II” and “Fifth Amendment to Deed Restrictions Glenwood Sections I and II” “Sixth Amendment to Deed Restrictions Glenwood Sections I and II” respectively

recorded in Volume 1910, Page 1798 *et seq.*, Volume 2006, Page 1913 *et seq.*, Volume 2185, Page 686 *et seq.*, Volume 2676, Page 498 *et seq.*, 2001016491 and 2001057543 of the Official Public Records of Real Property of Fort Bend County, Texas (the Restrictions for Glenwood Sections I and II as amended hereinafter referred to as the "Prior Restrictions"); and

WHEREAS, the Prior Restrictions were imposed on the real property described in those certain instruments entitled "Deed Restrictions" and respectively filed of record in the filed the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk's File Numbers: 9481209; 9514638; 9673294; 9673298; 9678942; and 9678945 (the "Deed Restrictions") (Glenwood Sections, I and II and the property referenced to in the Deed Restrictions hereinafter collectively referred to as the "Subdivision"); and

WHEREAS, Paragraph 2 of the section entitled "Duration and Amendment" of the Prior Restrictions provides that (i) the Prior Restrictions may be amended at any time by a written instrument, recorded in the Official Public Records of Fort Bend County, Texas, executed by the Association and the owners of a majority of the Lots under the jurisdiction of the Association, and (ii) the signatures of owners need not be acknowledged and the signature of one owner of a Lot shall be considered a consent to the amendment by all the other owners of the Lot.

NOW, THEREFORE, the Owners listed in Exhibit "A", representing a majority of the Owners in the Subdivision, all wishing to amend and restate the Prior Restrictions, do hereby adopt, establish and impose upon all of the Lots in the Subdivision, the following restrictions and covenants, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots in the Subdivision for the benefit of present and future Owners, which restrictions and covenants shall take the place of the Prior Restrictions and which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the Lots in the Subdivision and shall inure to the benefit of each Owner thereof.

ARTICLE I **DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the following meanings:

SECTION 1.1 **ARTICLES OF INCORPORATION.** The Articles of Incorporation of the Association.

SECTION 1.2 **ASSESSMENT(S)**. The Annual Assessments, Special Assessments and Reimbursement Assessments described in Article VII.

SECTION 1.3 **ASSOCIATION**. Glenwood Subdivision Association, Inc., a Texas non-profit corporation, its successors and/or assigns.

SECTION 1.4 **BOARD OR BOARD OF DIRECTORS**. The Board of Directors of the Association as elected in accordance with the Articles of Incorporation and the Bylaws.

SECTION 1.5 **BUILDER**. Each owner who is in the construction business or Person who regularly engages in the construction business who is constructing Improvements for an Owner.

SECTION 1.6 **BYLAWS**. The Bylaws of the Association, as same may be amended from time to time.

SECTION 1.7 **COMMON AREA**. Real property owned by the Association in the Subdivision for the use and enjoyment of all the residents in the Subdivision.

SECTION 1.8 **DECLARATION**. The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots in the Subdivision set out in this instrument or any amendment thereto.

SECTION 1.9 **DWELLING UNIT(S)**. A residential building designed for, and limited and restricted to, occupancy by a single family on a Lot not including an accessory building or garage.

SECTION 1.10 **IMPROVEMENT TO PROPERTY**. Includes, without limitation: (a) the construction, installation or erection of any building, structure, amenity, object or other Improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvements; (c) any exterior modification,

expansion, change or alteration of any previously approved Improvement to Property not expressly permitted by this Declaration, or the Rules and Regulations.

SECTION 1.11 **IMPROVEMENTS.** All structures and any appurtenances thereto of every type or kind, including, but not limited to: buildings, outbuildings, swimming pools, patio covers, additions, sidewalks, walkways, garages, carports, driveways, parking areas, fences screening, walls, retaining walls, stairs, decks, fixtures, poles, signs, exterior tanks, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment or facilities that is placed on and/or visible from the fronting street of any Lot.

SECTION 1.12 **LOT(S).** Shall refer to the individual tracts of land owned in the Subdivision by the Owners.

SECTION 1.13 **MAINTENANCE FUND.** Any accumulation of the Assessments collected by the Association in accordance with the provisions of this Declaration and interest, penalties, costs and other sums and revenues collected by the Association pursuant to the provisions of this Declaration or by law.

SECTION 1.14 **MEMBER(S).** All Owners of Lots as provided in Section 3.3 of this Declaration.

SECTION 1.15 **MORTGAGE.** A security interest, mortgage, deed of trust, or lien instrument voluntarily granted by an Owner of a Lot to secure the payment of a loan made to such Owner, duly recorded in the Real Property Records of Fort Bend County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements thereon.

SECTION 1.16 **MORTGAGEE.** A mortgagee under a Mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of any such mortgagee or beneficiary.

SECTION 1.17 **NOTICE AND HEARING.** A written notice and a hearing before the Board of Directors or a tribunal appointed by the Board in the manner provided in this Declaration or in the Bylaws.

SECTION 1.18 **OWNER(S)**. Any person, firm, corporation or other entity, or any combination thereof that is the recorded owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

SECTION 1.19 **PERSON(S)**. A natural person, a corporation, a partnership, or any other legal entity.

SECTION 1.20 **PLANS**. The final construction plans and specifications (including a related site plan) of any Dwelling Unit, building or improvement of any kind to be erected, placed constructed, maintained or altered on any portion of the Property.

SECTION 1.21 **PROPERTY**. All of that certain real property commonly described as Glenwood, Sections I and II, both unrecorded subdivisions in Fort Bend County, Texas. A legal description of the real property comprising Glenwood, Sections I and II is found in those certain instruments filed of record those certain instruments entitled “Deed Restrictions Glenwood Subdivision” and “Deed Restrictions Glenwood Subdivision Section II” and respectively recorded in Volume 847, Page 629 *et seq.* and Volume 985 Page 463 *et seq.* of the Official Public Records of Fort Bend County, Texas and in those certain instruments entitled “Deed Restrictions” respectively filed of record in the filed the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk’s File Numbers: 9481209; 9514638; 9673294; 9673298; 9678942; and 9678945.

SECTION 1.22 **RULES AND REGULATIONS**. Such rules and regulations as the Association may promulgate from time to time with respect to the Subdivision, which may include reasonable provisions for fines for violations of such Rules and Regulations.

SECTION 1.23 **SUBDIVISION**. All of that certain real property commonly described as Glenwood, Sections I and II, both unrecorded subdivisions in Fort Bend County, Texas. A legal description of the real property comprising Glenwood, Sections I and II is found in those certain instruments filed of record those certain instruments entitled “Deed Restrictions Glenwood Subdivision” and “Deed Restrictions Glenwood Subdivision Section II” and

respectively recorded in Volume 847, Page 629 *et seq.* and Volume 985 Page 463 *et seq.* of the Official Public Records of Fort Bend County, Texas and in those certain instruments entitled "Deed Restrictions" respectively filed of record in the filed the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk's File Numbers: 9481209; 9514638; 9673294; 9673298; 9678942; and 9678945.

ARTICLE II
ESTABLISHMENT OF GENERAL PLAN

SECTION 2.1 **GENERAL PLAN AND DECLARATION.** This Declaration hereby is established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Subdivision and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision. The Association, for itself, its successors, and assigns, hereby declares that the Subdivision and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof. The Lots, and Common Area in the Subdivision shall be subject to the jurisdiction of the Association.

SECTION 2.2 **EQUITABLE SERVITUDES.** The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot and the Common Area within the Subdivision, as a servient estate, for the benefit of each and every other Lot, and parcel of Common Area within the Subdivision, as the dominant estate.

SECTION 2.3 **COVENANTS APPURTENANT.** The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall run with and shall inure to the benefit of and shall be binding upon, all of the Subdivision, and each Lot, and the Common Area therein, and shall be binding upon and inure to the benefit of: (a) the Subdivision; (b) the Association and its successors and assigns; and (c) all Persons having, or hereafter acquiring, any right, title, or

interest in all or any portion of the Subdivision and their heirs, executors, successors, and assigns.

SECTION 2.4 **RESTRICTION OF FURTHER SUBDIVISION.** No Lot shall be subdivided so that any resulting Lots contain less than two (2) acres of land each, and no portion less than all of any such Lot, nor any easement therein, shall be conveyed by any Owner without the prior written approval of the Association Board of Directors.

ARTICLE III
MANAGEMENT AND OPERATION OF SUBDIVISION

SECTION 3.1 **MANAGEMENT BY ASSOCIATION.** The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Articles of Incorporation, Bylaws, and the Rules and Regulations. In the event of any conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control; and in the event of a conflict between the Articles of Incorporation or Bylaws and the provisions of the Declaration, the provisions of the Declaration shall control. The business and affairs of the Association shall be managed by its Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, Articles of Incorporation, or the Bylaws. It shall be the responsibility of each Owner or Occupant of a Dwelling Unit to obtain copies of and become familiar with the terms of the Declaration, Articles of Incorporation, Bylaws, and Rule and Regulations.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Declaration, including without limitation, the right to grant utility and other easements in the Common Area and street right-of-ways for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest. In addition to other powers granted the Board of

Directors herein or in the Articles of Incorporation, the Board of Directors of the Association shall also have the power, but no obligation, to create procedures for resolving disputes between Owners or occupants of Dwelling Units, including appointment of committees to consider resolutions of any disputes.

SECTION 3.2 **BOARD OF DIRECTORS.** The number, term, and qualifications of the members of the Board of Directors shall be governed by the Articles of Incorporation and the Bylaws.

SECTION 3.3 **MEMBERSHIP IN ASSOCIATION.** Each Owner, whether one Person or more of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow ownership of each Lot and may not be separated from such ownership. The address of each Member shall be the property address of the Lot owned by the member in the Subdivision, unless the Association is specifically advised in writing of an alternate address for all communications, including billing of Assessments.

SECTION 3.4 **TRANSFER OF MEMBERSHIP FEES.** Prior to changing the name of the Owner of any Lot on the membership rolls of the Association, the Association or its managing agent (if authorized by the Board of Directors) may charge a transfer fee or processing fee when ownership to any Lot changes or the Mortgage on the Lot is refinanced.

SECTION 3.5 **VOTING OF MEMBERS.** The Association shall have one class of membership. Members shall be all those Owners as defined in Section 3.3. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Section 3.3. When more than one person holds interest in any Lot or Reserve, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 3.6 **POWER TO ENFORCE DECLARATION AND RULES AND REGULATIONS.** The Association shall have the power to enforce the provisions of this

Declaration and the Rules and Regulations and shall take action, as the Board deems necessary or desirable to cause compliance by each Member and each Member's family, guests, or tenants. Without limiting the generality of the forgoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Lot within the Subdivision, without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or Rules and Regulations, as more particularly described in Section 12.6 hereof; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by suspension of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or Member's family, guests, or tenants of this Declaration or such Rules and Regulations unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (e) by levying and collecting a Reimbursement Assessment against any Member for breach of this Declaration, Articles of Incorporation, Bylaws, or such Rules and Regulations by such Member or Member's family, guests, or tenants; (f) by levying and collecting reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations or resolutions of the Board of Directors of the Association, from any Member or Member's family, guests, or tenants. In connection with (d) through (f) above, Members shall be given notice of the action of the Board and be given an opportunity to be heard by the Board in accordance with Chapter 209 of the Texas Property Code, or any successor statute.

SECTION 3.7 **ACTIONS IN GOOD FAITH.** ANY ACT OR THING DONE BY ANY DIRECTOR, OFFICER, OR COMMITTEE MEMBER TAKEN IN FURTHERANCE OF THE PURPOSE OF THE ASSOCIATION, AND ACCOMPLISHED IN CONFORMITY WITH THE PROCEDURES SET FORTH IN THE DECLARATION, ARTICLES OF INCORPORATION, THE LAWS OF THE STATE OF TEXAS, AND/OR THE BY-LAWS SHALL BE REVIEWED UNDER THE STANDARD OF THE BUSINESS JUDGMENT RULE AS ESTABLISHED BY THE COMMON LAW OF TEXAS, AND SUCH ACT OR THING DONE SHALL NOT BE A BREACH OF DUTY ON THE PART OF THE DIRECTOR, OFFICER OR COMMITTEE MEMBER IF THEY HAVE BEEN DONE WITHIN THE

EXERCISE OF THEIR DISCRETION AND JUDGMENT. THE BUSINESS JUDGMENT RULE MEANS THAT A COURT SHALL NOT SUBSTITUTE ITS JUDGMENT FOR THAT OF THE DIRECTOR, OFFICER, OR COMMITTEE MEMBER. A COURT SHALL NOT RE-EXAMINE THE QUALITY OF THE DECISIONS MADE BY THE DIRECTOR, OFFICER, OR COMMITTEE MEMBER BY DETERMINING THE REASONABLENESS OF THE DECISION AS LONG AS THE DECISION IS MADE IN GOOD FAITH IN WHAT THE DIRECTOR, OFFICER, OR COMMITTEE MEMBER BELIEVES TO BE IN THE BEST INTEREST OF THE ASSOCIATION.

SECTION 3.8 **POWER TO GRANT EASEMENTS.** The Association shall have the power to grant access, utility, drainage, water, facility, cable television, and other such easements in, on, over, or under the Common Area.

SECTION 3.9 **BOOKS AND RECORDS.** The books and records of the Association shall be available for review and inspection by appointment during normal business hours in the manner prescribed by Article 1396-2.23 of the Texas Non-Profit Corporation Act.

SECTION 3.10 **SAFETY AND SECURITY IN SUBDIVISION.** NEITHER THE ASSOCIATION, NOR ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AND ATTORNEYS, (“ASSOCIATION AND RELATED PARTIES”) SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SAFETY OR SECURITY WITHIN THE SUBDIVISION. THE ASSOCIATION AND RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. OWNERS, LESSEE AND OCCUPANTS OF ALL LOTS ON BEHALF OF THEM SELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT,

MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS AND THAT EACH OWNER, LESSEE, AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLING UNITS AND TO THE CONTENTS OF THEIR DWELLING UNITS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUEST OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

ARTICLE IV **ARCHITECTURAL APPROVAL**

SECTION 4.1 **APPROVAL OF IMPROVEMENTS REQUIRED.** The written approval of a majority of the Board of Directors is required for any Improvement to Property before commencement of construction of such Improvement to Property.

SECTION 4.2 **ADDRESS OF BOARD.** The address of the Board of Directors shall be at the principal office of the Association.

SECTION 4.3 **SUBMISSION OF PLANS.** Before commencement of work to accomplish any proposed Improvement to Property, the Owner of the Lot proposing to make such Improvement to Property (the "Applicant") shall submit to the Board at its offices two (2) copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction

plans, time schedules indicating a start time and a completion date, and specifications as the Board reasonably shall request, showing the nature, kind, shape, height, width, materials, and location of the proposed Improvement to Property. The Board may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the Board of all required materials in connection with the proposed Improvement to Property, the Board may postpone review of any materials submitted for approval and such application shall be considered to be denied until the receipt of all required materials.

SECTION 4.4 **CRITERIA FOR APPROVAL.** The Board shall approve any proposed Improvement to Property only if it determines in its reasonable discretion (a) that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Subdivision as a whole; (b) that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Subdivision, including, without limitation, quality of materials and location with respect to topography and finished grade elevation; (c) that the Improvement to Property will comply with the provisions of this Declaration and the Plat, ordinances, government rules, or regulation; (d) and that the Improvements to Property will not detract from the beauty, wholesomeness, and attractiveness of the Subdivision or the enjoyment thereof by Owners; (e) and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The Board may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as the Board may deem appropriate.

SECTION 4.5 **DECISION OF BOARD.** The decision of the Board shall be made within forty-five (45) days after receipt by the Board of all materials required by the Board. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Property, the reasons therefore shall be stated and one (1) copy of all materials submitted will be returned and marked "Disapproved". If the decision is to approve a proposed Improvement to Property a dated "Letter of Approval" shall be sent back to the Owner for signature of the Builder and Owner and one (1) copy of all materials submitted will be returned and marked "Approved". The decision of the Board promptly shall be transmitted to the Applicant at the address furnished by the Applicant to the Board.

SECTION 4.6 **FAILURE OF BOARD TO ACT ON PLANS.** Any request for approval of a proposed Improvement to Property shall be deemed approved by the Board, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Board within forty-five (45) days after the date of receipt by the Board of all required materials, provided, however, that no such deemed approval shall ever operate to permit any Applicant to construct or maintain any Improvement to Property that violates any provision of this Declaration, the Board at all times retaining the right to object to any Improvement to Property that violates any provision of this Declaration.

SECTION 4.7 **PROSECUTION OF WORK AFTER APPROVAL.** After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible in strict conformity with the description of the proposed Improvement to Property in the materials submitted to the Board. Failure to complete the proposed Improvement to Property with twelve (12) months after the date of approval or such other period of time as shall have been authorized in writing by the Board (unless an extension has been granted by the Board in writing) or to complete the Improvement to Property in strict conformity with the description and materials furnished to the Board, shall operate automatically to revoke the approval by the Board of Directors of the proposed Improvement to Property. No Improvement to Property shall be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Improvement to Property, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

SECTION 4.8 **NOTICE OF COMPLETION.** Promptly upon completion of the Improvement to Property, the Applicant shall deliver a notice of completion (“Notice of Completion”) to the Board and, for all purposes hereunder, the date of receipt of such Notice of Completion by the Board shall be deemed to be the date of completion of such Improvement to Property, provided that the Improvement to Property is, in fact completed as of the date of receipt of the Notice of Completion.

SECTION 4.9 **INSPECTION OF WORK.** The Board or its duly authorized representative shall have the right, but not the obligation, to inspect any Improvement to Property

before or after completion, provided that the right of inspection shall terminate sixty (60) days after the Board shall have received a Notice of Completion from the Applicant.

SECTION 4.10 NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the Board finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the Board, or has been completed other than in strict conformity with the description and materials furnished by the applicant to the Board, or has not been completed within the required time period after the date of approval by the Board, the Board shall notify the Applicant in writing Certified mail of the noncompliance (“Notice of Noncompliance”). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

SECTION 4.11 FAILURE OF BOARD TO ACT AFTER NOTICE OF COMPLETION. If, for any reason other than the Applicant’s act or neglect, the Board fails to notify the Applicant of any noncompliance within sixty (60) days after receipt by the Board of a written Notice of Completion from the Applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property in fact was completed as of the date of Notice of Completion; provided, however, that no such deemed approval shall operate to permit any applicant to constructor maintain any Improvement to Property that violates any provision of this Declaration, the Board at all times retaining the right to object to any Improvement to Property that violates this Declaration.

SECTION 4.12 APPEAL TO BOARD OF FINDING OF NONCOMPLIANCE. If the Board gives any Notice of Noncompliance, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board within thirty (30) days after receipt of the Notice of Noncompliance by the Applicant. Additionally, if, after a Notice of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Board shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Association and the Applicant within thirty (30) days after delivery to the Applicant of a Notice of Noncompliance from the Board. In either event, the whole Board of Directors shall hear the matter with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant and shall decide, with reasonable promptness,

whether or not there has been such noncompliance and, if so, the nature thereof and required corrective action.

SECTION 4.13 **CORRECTION OF NONCOMPLIANCE.** If the Board of Directors determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Applicant of the ruling of the Board of Directors. If the Applicant does not comply with the Board ruling within such period, the Board may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Real Property Records of Fort Bend County, Texas; (b) remove the non-complying Improvement to Property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Applicant shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

SECTION 4.14 **NO IMPLIED WAIVER OR ESTOPPEL.** No action or failure to act by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Board of Directors, with respect to any Improvement of Property. Specifically, the approval by the Board of Directors of any Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

SECTION 4.15 **POWER TO GRANT VARIANCES.** The Board may authorize variances from compliance with any of the provisions of Article V of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of Improvements to Property, or similar restrictions, when circumstances such as topography, natural obstructions,

hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall only become effective when signed by at least a majority of the members of the Board of Directors. Notwithstanding anything contained in this Declaration to the contrary, the Board Representative shall not have the power to grant a variance, except for Consents of Encroach relating to minor encroachments. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was 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 provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Board of Directors other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all government laws and regulations affecting the property concerned.

SECTION 4.16 **RECORDS OF ACTION.** The Board shall keep a permanent record of such actions for at least five (5) years after the reported action

SECTION 4.17 **ESTOPPEL CERTIFICATES.** The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts, shall furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance herewith. Any person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 4.18 **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING PROVIDED IN THIS DECLARATION TO THE CONTRARY, NEITHER THE ASSOCIATION, NOR ANY AGENT, EMPLOYEE, REPRESENTATIVE, MEMBER, OFFICER, OR DIRECTOR THEREOF, SHALL HAVE ANY LIABILITY OF ANY NATURE WHATSOEVER FOR ANY DAMAGE, LOSS OR PREJUDICE SUFFERED, CLAIMED, PAID OR INCURRED INCLUDING CLAIMS BASED UPON THEIR SOLE OR CONTRIBUTORY NEGLIGENCE BY ANY PERSON ON ACCOUNT OF (A) ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED, REVIEWED, OR APPROVED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE IV ABOVE, (B)

ANY DEFECTS, STRUCTURAL OR OTHERWISE, IN ANY WORK DONE ACCORDING TO SUCH PLANS AND SPECIFICATIONS, (C) THE FAILURE TO APPROVE OR THE DISAPPROVAL OF ANY PLANS, DRAWINGS, SPECIFICATIONS OR OTHER DATA SUBMITTED BY AN OWNER OR OCCUPANT OF A DWELLING UNIT FOR APPROVAL PURSUANT TO THE PROVISIONS OF ARTICLE IV, (D) THE CONSTRUCTION INSPECTION OR PERFORMANCE OF ANY WORK RELATED TO SUCH PLANS, DRAWINGS, AND SPECIFICATIONS, (E) BODILY INJURIES (INCLUDING DEATH) TO ANY PERSON OR OTHER DAMAGE TO ANY DWELLING UNIT, IMPROVEMENTS OR THE PERSONAL PROPERTY OF ANY PERSON, WHICH MAY BE CAUSED BY, OR ARISE AS A RESULT OF, ANY DEFECT, STRUCTURAL OR OTHERWISE, IN ANY DWELLING UNIT OR IMPROVEMENTS OR THE PLANS AND SPECIFICATIONS THEREOF OR ANY PAST, PRESENT OR FUTURE SOIL AND/OR SUBSURFACE CONDITIONS, KNOWN OR UNKNOWN AND (F) ANY OTHER LOSS, CLAIM, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COURT COSTS AND ATTORNEY'S FEES SUFFERED, PAID OR INCURRED BY ANY PERSON ARISING OUT OF OR IN CONNECTION WITH THE USE AND OCCUPANCY OF ANY LOT, COMMON AREA OR ANY OTHER IMPROVEMENTS SITUATED THERE ON.

SECTION 4.19 **CONSTRUCTION PERIOD EXCEPTION.** During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the Board of Directors may temporarily suspend the provisions of Articles V and VI contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Subdivision.

ARTICLE V
ARCHITECTUAL RESTRICTIONS

SECTION 5.1 **DWELLING UNIT SIZE.** On the date this Declaration is filed of record, all present Owners of Lots not having a Dwelling Unit built upon will conform to the following when a Dwelling Unit is constructed:

- (a) The ground floor area of any one story Dwelling Unit, exclusive of porches and garages, shall contain not less than two thousand two hundred (2,200) square feet.
- (b) The total living area of any one and one-half or two story Dwelling Unit, exclusive of porches and garages shall contain not less than two thousand four hundred (2,400) square feet.

After the date this Declaration is filed of record, any Lot sold, transferred, conveyed, leased, rented, hypothecated, and encumbered not having a Dwelling Unit built upon will conform to the following:

- (a) The ground floor area of any one story Dwelling Unit, exclusive of porches and garages, shall contain not less than two thousand five hundred (2,500) square feet.
- (b) The total living area of any one and one-half or two story Dwelling Unit, exclusive of porches and garages shall contain not less than two thousand eight hundred (2,800) square feet.

SECTION 5.2 **HEIGHT AND CHARACTER OF DWELLING UNIT.** No

Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than one Dwelling Unit used for single family residential purposes only, as provided in Section 6.2, and not to exceed the lesser of two (2) stories or forty-five feet (45') above the level of the street in front of the Lot in question, and a fully enclosed garage as provided in Section 5.5 and other bona fide servants living quarters or by members of immediate family of occupants; provided, however, that the servants living quarters' structure may not exceed the main dwelling in height and is located behind the rear house line (a line parallel with the rear wall of the Dwelling Unit running from side property line to side property line). Provided further that it shall be permissible to have third-level living space in the Dwelling Unit completely under a sloped roof with dormers or gables or additional levels beneath ground level in the Dwelling Unit, garage, or servant's quarters, so long as the maximum height of the buildings does not exceed forty-five feet (45').

SECTION 5.3 **LOCATION OF DWELLING UNIT.** Except as may be authorized in writing by the Board of Directors, no Dwelling Unit or Improvement shall be located; (a) nearer to any front Lot line than seventy-five feet (75'); (b) nearer to any side Lot line than fifteen feet (15'); (c) nearer to any rear Lot line than twenty feet (20'). In no event may any building ever be constructed in the utility easements.

SECTION 5.4 **USE OF TEMPORARY STRUCTURES.** No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently without the prior written consent of the Board of Directors.

SECTION 5.5 **CARPORTS AND GARAGES.** No carports or garages shall be constructed on any Lot without the prior written consent of the Board of Directors. Garages not attached to Dwelling Unit must be located behind the rear house line (a line parallel with the rear wall of the Dwelling Unit running from side property line to side property line). A garage shall be used solely by the Owner or Occupant of the Lot upon which the garage is located.

SECTION 5.6 **BARNS AND OTHER STRUCTURES.** No barn or other structure shall be constructed on any Lot without the prior written consent of the Board of Directors. Barns or other structures can be erected on any Lot if the Dwelling Unit construction will begin within six (6) months of the Notice of Completion of the Improvement to Property. A barn or other structure constructed on the Lot Owner's property may be built using metal components for framing, siding or roofing if approved by the Board. All metal components used in the construction of a barn or other structure must be made of a quality material that is highly durable, heavy-duty and painted or coated with a quality, corrosive-resistant finish. Externally visible galvanized components shall be painted. All barns or other structures made of metal components must (a) be consistent with the residential purposes of the Subdivision; (b) be a minimum of five hundred square feet (500 sq. ft.) of foundation; (c) not exceed the square footage of the Dwelling Unit foundation; (d) be located behind the rear house line (a line parallel with the rear wall of the Dwelling Unit running from side property line to side property line), and (e) not be of a greater height than the Dwelling Unit on the Lot.

SECTION 5.7 **DRIVEWAYS.** Unless the Board of Directors agrees otherwise, each Lot shall have driveway access to the street on which the Dwelling Unit constructed thereon faces and must be constructed of concrete or other appropriate material as approved by the Board. Driveways shall be constructed with a minimum width of nine feet (9'). Driveways of concrete shall have expansion joints not more than twenty feet (20') apart. Driveways of concrete over drainage ditches shall have an expansion joint directly on either side of the culverts to facilitate culvert repair. Subject to the foregoing limitations, the Owner of each Lot shall construct and maintain at his/her expense a driveway from his/her garage to the street on which the Dwelling Unit constructed thereon faces.

SECTION 5.8 **ANTENNAS, SATELLITE DISHES AND MASTS.** As used in this Section, the term "Antenna" shall be defined as: any device used for the transmission and receipt of video or audio services, telecommunications and fixed wireless signals, including direct broadcast satellite (DBS), television broadcast and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna. This Section supersedes any prior guidelines of the Association regarding Antennas. Subject to the criteria set forth below in this Section, the following are Antennas covered by the Federal Communications Commissions ("FCC") Over the Air Reception Devices (OTARD) Rule and may be installed without the prior approval of the ACC:

- (a) antennas designed to receive DBS service that are 39.4 inches (1 meter) or less in diameter may be installed;
- (b) antennas designed to receive MDS that are 39.4 inches (1 meter) or less in diameter may be installed; and
- (c) antennas designed to receive telecommunications and fixed wireless signals that are 39.4 inches (1 meter) or less in diameter may be installed ("Covered Antennas")

No Antenna that is not a Covered Antenna shall be allowed on any Lot. No Covered Antennas shall be placed, allowed, or maintained upon any Lot, which are visible from any street; Association owned property or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In that event the Covered Antenna may be placed in the

least visible location where reception of an acceptable quality signal is possible. After installation, the Board may require painting or screening of the Covered Antenna, which painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following items permitted: (i) satellite dishes, which are larger than one (1) meter in diameter and are visible from any street or exceed the height of the fence surrounding the Lot; (ii) broadcast antennas' masts, which exceed the height of the center ridge of the roofline; (iii) the masts of MDS antennas and other Covered Antennas that exceed the height of twelve feet (12') above the center ridge of the roofline (unless the occupant of the property can prove to the satisfaction of the Board that an acceptable quality signal cannot otherwise be obtained and there are no safety concerns). No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed, or maintained upon any Lot, which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time. This section shall be interpreted to be as restrictive as possible, while not violating the Act.

SECTION 5.9 **FLAGPOLES.** No flagpole shall be permanently erected on any Lot unless prior written approval has been granted by the Board of Directors.

SECTION 5.10 **SOUND DEVICES.** No horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or Improvements. This section shall not preclude the use of outdoor speakers for hi-fi, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

SECTION 5.11 **WINDOW TREATMENT.** No window in any Dwelling Unit or other Improvement that is visible from any other Lot, or a street may be covered with any aluminum foil or other reflective material.

SECTION 5.12 **AIR CONDITIONERS.** No window, roof, or wall type air conditioner that is visible from the street on which the Dwelling Unit constructed thereon faces shall be used, placed or maintained on or in any Dwelling Unit, garage, servant's living quarters or other Improvement.

SECTION 5.13 **WALLS AND FENCES.** The construction or installation of walls and fences (including the location thereof), by Owners on Lots shall be subject to approval by the Board of Directors in accordance with the provisions of this Declaration.

Wood Fences shall be constructed of treated wood materials, except as provided below, and shall be built in a good manner. Fencing materials other than treated wood may be used provided all of the following conditions are met:

- (a) The substitute material must have the same look/appearance as a properly maintained treated wood fence. Such determination shall be at the sole discretion of the Board of Directors.

- (b) Should at any time, at the sole discretion of the Board of Directors, any fence constructed of such substitute material fail to maintain the same look/appearance as a properly maintained treated wood fence, the Association may demand that the fence be removed, repaired or replaced and the Lot or Reserve Owner shall immediately comply at the Owners expense.

Solid Wood Fences, which totally restrict the view, shall not be allowed past the front Dwelling Unit line (a line parallel with the front wall of the Dwelling Unit running from side property line to side property line).

Combination Metal Wire Mesh and Wood Rail Type Fencing, is allowed for fencing to contain pets, provided, however, the following conditions are met:

- (a) The wood must conceal at least thirty-five percent (35%) of the metal wire mesh.

- (b) The metal wire mesh is attached to the side of the fence opposite the streets of the Subdivision.

- (c) The combination metal wire mesh/wood fence does not encircle the Dwelling Unit.

Architectural Wrought Iron Fencing is acceptable provided it is located behind the rear house line (a line parallel with the rear wall of the Dwelling Unit running from side property line to side property line).

No Chain Link Fencing of any type except for small pet runs that are hidden from the street on which the Dwelling Unit constructed thereon faces may be approved.

The Association shall maintain the Subdivision Entrance Walls or Fences located in the Common Area. The Board of Directors shall maintain or rebuild the Subdivision Entrance Walls or Fences located in the Common Area as may be necessary in the sole judgment of the Board.

The existing wire fences on the perimeter of the Subdivision are permissible but when replaced must conform to the provisions of this Declaration.

SECTION 5.14 **REMOVAL OF TRASH AND DEBRIS DURING CONSTRUCTION.** During the construction, repair, and restoration of Improvements, each Builder or Owner shall remove and haul from the Lot all tree stumps, tree-limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot and no materials or trash hauled from any Lot may be placed elsewhere within the Subdivision, unless approved in writing by the Board of Directors. Additionally, each Owner or Builder, during construction of Improvements, shall keep the Lot in a neat and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept, picked up, and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in any street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street ditch shall be removed, without delay, no less frequently than daily.

SECTION 5.15 **WIND GENERATORS.** No wind generators shall be erected or maintained on any Lot.

SECTION 5.16 **SOLAR COLLECTORS.** No solar collector shall be installed without the prior written approval of the Board of Directors. Any such installation shall be in

harmony with the design of the Dwelling Unit. Solar collectors shall be installed in a location not visible from the street fronting the residence, unless otherwise approved by the Board of Directors.

SECTION 5.17 **LOT AND IMPROVEMENT MAINTENANCE.** Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all Improvements thereon including the yard, driveway, flowerbeds and all landscaping in a neat, attractive and sanitary manner. In no event shall an Owner use any Lot for storage of materials and equipment (except for normal residential requirements or incident to construction of improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon.

In the event of default on the part of the Owner or Owners of any Lot in observing the above requirements or any of them, such default continuing after Association has served ten (10) days' written notice thereof, being placed in the U.S. Mail without the requirement of certification, then the Association, by and through its duly authorized agent only, without liability to the Owner or occupant of a Lot in trespass or otherwise, enter upon said Lot and cut the grass, edge and weed the lawn, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration so as to place said Lot and the Improvements on said Lot in a neat, attractive, healthful and sanitary condition. The Association may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant of such Lot, as the case may be, agrees by the purchase or occupancy of a Lot to pay for such work immediately upon receipt of a statement thereof. In the event of failure by the Owner or occupant of such Lot to pay such statement within fifteen (15) days from the date mailed, the amount thereof may be added to the annual maintenance charge provided for herein and the collection of such additional maintenance charge shall be governed by Article VII of this Declaration.

SECTION 5.18 **DAMAGE OR DESTRUCTION OF IMPROVEMENTS.** In the event of damage to any Improvement (not the product of normal wear and tear), the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the Improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the Improvements at such

time, then the Owner may apply for a “hardship” extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner’s Application for a “hardship” extension within thirty (30) days from the date of submission. In no event shall the granting of a “hardship” extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Board of Directors, so as to present a pleasing and attractive appearance.

SECTION 5.19 **GARAGE SALES.** Only two (2) garage sales (lasting no longer than three (3) consecutive days per garage sale) per year may be conducted on any Lot. For the purposes of this Section 5.19 term “garage sale” shall include moving sales, rummage sales, estate sales, yard sales or similar activities.

SECTION 5.20 **RECREATIONAL FACILITIES.** Freestanding playhouses play structures and treehouses are permitted only with the approval of the Board of Directors and are limited to an overall height of ten feet (10’) above grade. Barbecue grills, other types of outdoor cooking equipment shall be stored only at the rear of the Dwelling Unit.

SECTION 5.21 **PRIVATE UTILITY LINES.** All electrical, telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Board of Directors, and shall be maintained at all times by the Owner of the Lot upon which is located. It shall not be the responsibility of the Association to maintain any private utility lines.

SECTION 5.22 **SEWAGE DISPOSAL.** Each Lot shall have its own on-site waste water treatment and disposal system designed, constructed and operated in accordance with the rules and regulations of Fort Bend County and the State of Texas.

ARTICLE VI
USE RESTRICTIONS

SECTION 6.1 **GENERAL.** No Owner shall use the Common Area, if any, or use or permit such Owner's Lot or Dwelling Unit to be used for any purpose that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by this Declaration; (c) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (d) constitute a violation of the Declaration or any applicable law or (e) unreasonably interfere with the use and occupancy of the Subdivision by other Owners.

SECTION 6.2 **SINGLE FAMILY RESIDENTIAL USE.** Each Owner shall use his/her Lot and Dwelling Unit on his/her Lot or Reserve, if any, for single-family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for regular business, educational, church, professional or other commercial activity of any type, except that an Owner may use his/her residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no deliveries other than incidentally related to the personal office, profession or occupation are permitted; (e) no offensive activity or condition, noise and/or odor are permitted; and (f) such use in all respects complies with the laws of the State of Texas, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents, their dependent grandparents, and their domestic servants; (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers and sisters, their dependent parents, their dependent grandparents, and their domestic servants; and (c) in no event, shall any single family residence be occupied by more persons than the product of the total number of bedrooms

contained in the single family residence as originally constructed or approved multiplied by two (2).

SECTION 6.3 **CARE-GIVING FACILITIES.** No Lot shall be used for the operation of a i) boarding or rooming house, a residence for transients, half-way house, day-care center, treatment facility, or, ii) residence of unrelated individuals who are engaging in, undertaking, or participating in any group living for rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency unless any such facility is otherwise allowed by the terms of state or federal law negating the provisions of restrictive covenants prohibiting same.

SECTION 6.4 **VEHICLES.** No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of a truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right of way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Board of Directors. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in weekly use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet nine inches (6'9") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot constructed in accordance with Section 5.7, however, no vehicle shall be parked in a driveway in excess of one hundred sixty-eight (168) consecutive hours. Without the prior written approval of the Board, in no event may more than four (4) vehicles allowed by this Section 6.4 be parked in view of any street, except for temporary parking of guests, which guests cannot reside on the Lot. For the purpose of this Section 6.4 "temporary parking" is defined as no more than seventy-two (72) hours in any thirty (30) day period of time. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure, except that repairing may be made in front of a garage or other approved enclosure if such repairs are completed within seventy-two (72) hours from the inception of such repairs. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a

temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board of Directors of the Association. The Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on Lots and the streets in the Subdivision.

SECTION 6.5 **NO NOXIOUS OR OFFENSIVE ACTIVITY:** No noxious or offensive activity shall be carried on upon any property within the Subdivision nor shall anything be done or placed thereon that is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

SECTION 6.6 **NO HAZARDOUS ACTIVITIES.** No activity shall be conducted on and no Improvements shall be constructed on any property within the Subdivision that is or might be unsafe or hazardous to any person or property.

SECTION 6.7 **RESTRICTIONS ON GARBAGE AND TRASH.** No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than ten o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than ten o'clock p.m. of the day of pickup of such garbage and trash.

SECTION 6.8 **CLOTHES DRYING.** No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot in the Subdivision if visible from the street fronting the Dwelling Unit.

SECTION 6.9 **PETS.** No pets of any kind shall be raised, bred, or kept in the Subdivision except as hereinafter provided. A reasonable number of dogs, cats, or other household pets may be kept on a Lot (except for reptiles of a type customarily kept within normal home aquariums and birds kept inside cages inside a Dwelling Unit, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or

maintained for commercial purposes; (b) they do not make objectionable, continuous or excess noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Dwelling Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a Person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. A “reasonable number” as used in this Section 6.9 ordinarily shall mean no more than three (3) dogs and three (3) cats per Dwelling Unit; provided, however, that the Board may determine that a reasonable number in any instance may be more or less than three (3). The Association, acting through the Board, shall have the right to prohibit maintenance of any animal, bird, reptile, or fish that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant or guest of an Owner shall have the absolute duty and responsibility to clean up after such pets to the extent they have used any portion of the Lot of another Owner or any Common Area.

SECTION 6.10 **LIVESTOCK.** No livestock of any kind shall be raised, bred, or kept in the Subdivision except as hereinafter provided. No more than two (2) head of any livestock shall be kept per two (2) acres without the written approval of the Board provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are not in violation of any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. No hogs, pigs or other exotic livestock shall be permitted. Fowl or rabbits shall be permitted, but only in structures and quantities approved by the Board. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant or guest of an Owner shall have the absolute duty and responsibility to clean up after such animal to the extent they have used any portion of the Lot of another Owner or any Common Area.

SECTION 6.11 **SIGNS AND BILLBOARDS.** No sign of any kind shall be displayed to public view on any residential Lot, except signs of not more than one (1) sign in each of the following categories, which is not more than six (6) square feet in area used to: (a) advertise the Lot for sale or lease; (b) indicate traffic control or security services; (c) identify the Builder or contractor while construction is in progress on such Lot; or (d) local school spirit signs approved by

the Board of Directors for designated periods of time. Owners may place ground mounted signs on their Lot, which advertise a political candidate or ballot item for an election ("Political Signs"), provided the following criteria are met:

- (1) No Political Sign may be placed on an Owner's Lot prior to the ninetieth (90th) day before the date of the election to which the sign relates, or remain on an Owner's Lot subsequent to the tenth (10th) day after the election date.
- (2) No more than one (1) Political Sign is allowed per political candidate or ballot item.
- (3) No Political Sign may:
 - (a) contain roofing material, siding, paving, materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
 - (b) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
 - (c) include the painting of architectural surfaces;
 - (d) threaten the public health or safety;
 - (e) be larger than four feet by six feet;
 - (f) violate a law;
 - (g) contain language, graphics, or any display that would be offensive to the ordinary person; or
 - (h) be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.

The Association may remove a sign displayed in violation of this section of the Declaration.

Additionally, the right is reserved by Declarant to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed Dwelling Units. The Declarant and the Association shall also have the right to erect identifying signs at each entrance to the Subdivision. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section 6.10 be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Review Committee.

SECTION 6.12 **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 6.13 **LEASING.** Lots may only be leased for single-family residential purposes as defined in Section 6.2. No Owner shall be permitted to lease his/her Lot for hotel or transient purposes, which for purposes of this Section 6.13 is defined as a period of less than one (1) year. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the terms of the Declaration, Article of Incorporation, Rules and Regulations and By-Laws of the Association. The Owner making such lease shall not be relieved from any of such obligations under said documents. The Owner shall advise the Association in writing of the name, mailing address and phone number of all occupants of the Dwelling Unit.

SECTION 6.14 **POOLS, SPAS, AND HOT TUBS.** All pools, spas and hot tubs shall be maintained in a healthy, safe and sanitary condition. The bacterial content of the water in any pool, spa, or hot tub shall not be allowed to exceed the safe limits as prescribed by established standards of the Texas Department of Health.

ARTICLE VII
COVENANTS FOR ASSESSMENTS

SECTION 7.1 **LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Assessments. The Assessments, together with interest, costs and reasonable attorney's fees, shall also be a charge on the land and shall be continuing lien upon the property against which the Assessments are made. This charge on the land was established in the Prior Restrictions and the lien discussed in this Section 7.1 and elsewhere throughout this Declaration is a restatement of the lien established in the Prior Restrictions. The Assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner

of such property at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to his/her successors in title unless expressly assumed by them. If for any reason this lien shall not be held to secure any Assessment, the same shall still be the personal obligation of the Owner incurring the Assessment.

SECTION 7.2 **PURPOSE OF ANNUAL ASSESSMENTS.**

Each Lot in the Subdivision is hereby subjected to Annual Assessments for the purpose of creating a fund to be designated and know as the "Maintenance Fund", which Annual Assessments will be paid by the Owner or Owners of each Lot within the Subdivision to the Association, on or before January 1 of each year, in advance annual installments, commencing on a date and in a manner to be promulgated by the Board of Directors of the Association. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided as the needs for the Subdivision may, in the judgment of the Association, require. Such Annual Assessments will be uniform. The Association shall use the proceeds of said Maintenance Fund for the use and benefit of all residents of the Subdivision, as well as any other subdivision brought within the jurisdiction of the Association: provided, however, that other subdivisions to be entitled to the benefit of this Maintenance Fund must be impressed with and subject to the Annual Assessments on a uniform, per Lot basis, equivalent to the Annual Assessments imposed hereby. The uses and benefits to be provided by the Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: establishing and maintenance of a reserve fund, constructing and/or maintaining paths, parks, landscape reserves, parkways, easements, esplanades, fences, cul-de-sac and street medians, the Subdivision Entrance Wall and Fence and the Common Area, if any payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Subdivision to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the Assessments; employing service providers; and doing other things necessary or desirable , in the opinion of the Association, to keep the Subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Subdivision. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association.

SECTION 7.3 **MAXIMUM ANNUAL ASSESSMENTS.** The maximum Annual Assessment for the year 2003 shall be Fifty Dollars and No Cents (\$50.00) per Acre or portions thereof.

- (a) From and after the year 2003, the maximum Annual Assessment for each year may be increased or decreased each year not more than twenty percent (20%) above the Annual Assessment for the previous year without a vote of the membership.
- (b) From and after the year 2003, the maximum Annual Assessment for each year may be increased or decreased above twenty percent (20%) by a vote of a majority of those Members eligible to vote who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the Annual Assessment each year at an amount not to exceed the maximum permitted herein.

SECTION 7.4 **SPECIAL ASSESSMENTS.** In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any use or benefit provided herein in Section 7.2, which shall become a part of the Maintenance Fund. Provided, however, any such Special Assessment shall have the assent of the majority of the votes of the Members eligible to vote who are voting in person or by proxy at a meeting duly called for the purpose.

SECTION 7.5 **NOTICE AND QUORUM FOR ANY ACTION**
AUTHORIZED UNDER SECTIONS 7.3 AND 7.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3 or 7.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all eligible votes shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement and the required quorum at the subsequent meetings shall be three-quarters ($\frac{3}{4}$) of the required quorum at the

preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7.6 **REIMBURSEMENT ASSESSMENTS.** The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or the Member's family, guests, or tenants to comply with this Declaration, the Articles of Incorporation, the Bylaws, Architectural Guidelines, or the Rules and Regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The term Reimbursement Assessment shall also include any fines levied by the Association. The amount of the Reimbursement Assessment shall be due and payable to the Association thirty (30) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing, and upon payment shall become a part of the Maintenance Fund.

SECTION 7.7 **DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENTS.** The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date for the Annual Assessment is January 1st of each year.

SECTION 7.8 **ESTOPPEL CERTIFICATES.** The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 7.9 **ATTRIBUTION OF PAYMENTS.** If any Owner's payment of a Assessment payment is less than the amount assessed and the payment does not specify whether it should be applied against an Annual Assessment or past due Assessment, the payment received by the Association from the Owner shall be credited in the following order of priority: (a) Past Due Assessments until all past due Assessments have been satisfied; and (b) present Annual Assessments until the Annual Assessments has been satisfied. In each of the foregoing cases, payments received shall be credited first to interest, attorney's fees, and other costs of

collection, and next to principal reduction, satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority.

SECTION 7.10 **EFFECT OF NONPAYMENT OF ASSESSMENTS.** Any Assessments not paid within thirty (30) days after the due date shall be delinquent and shall be subject to the following:

- (a) late charges, interest at the highest rate of interest allowed by law from the due date, and all costs of collection, including reasonable attorney's fees;
- (b) all rights of the Owner as a Member of the Association shall be automatically suspended until all Assessments and related costs are paid in full, and during suspension, such Owner shall not be entitled to vote upon any matters coming before the membership. No owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his/her Lot.

The Association may bring an action at law against the Owner personally obligated to pay same and if the Association is successful in the prosecution of such suit, it may recover such Assessments as are owed, interest thereon at the maximum rate allowed by law, plus all reasonable and necessary attorneys fees expended in the prosecution of such claim.

SECTION 7.11 **NO OFFSETS.** The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason whatsoever.

SECTION 7.12 **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the Assessments provided for herein shall be subordinate to the liens of any Mortgagee. Sale or transfer of any Lot shall not affect the lien of the Assessments; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for the Assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII
EASEMENTS AND UTILITIES

SECTION 8.1 **TITLE TO UTILITY LINES.** The title conveyed to any Lot within the Subdivision shall be subject to any easement affecting same for utility or other purposes and shall not be held or construed to include the title to the water, gas, electricity, telephone, cable television, security, storm sewer, or sanitary sewer lines, poles, pipes, conduits, or other appurtenances or facilities constructed by the Association or public or private utility companies upon, under, along, across, or through such utility easements; and the right (but no obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances, and facilities is reserved to the Association and its successors and assigns. The Owners of the respective Lots shall not be deemed separately to own pipes, wires, conduits, or other service lines running through their property that are used for or serve other Lots, but each Owner shall have an easement for such use of the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of his/her Lot.

SECTION 8.2 **ASSOCIATION EASEMENTS.** The Association, its agents, servants, and employees shall have all other such easements as specifically referenced throughout this Declaration.

ARTICLE IX
ELECTRICAL SERVICE

SECTION 9.1 **ELECTRICAL DISTRIBUTION.** The Owner of each Lot shall, at his/her cost maintain service to his/her Dwelling Unit in accordance with the following: (a) service to Dwelling Unit therein shall be underground from nearest distribution system utility pole to Dwelling Unit; (b) uniform in character; and (c) exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

ARTICLE X
INSURANCE

SECTION 10.1 **GENERAL PROVISIONS.** The Board shall obtain general liability insurance and Directors, and Officers Liability insurance for the Association in such

amounts determined by the Board. The Board may also obtain such other insurance, as it deems necessary for the Association. The premiums for such insurance shall be an expense of the Association, which shall be paid out of the Maintenance Fund.

SECTION 10.2 **INDIVIDUAL INSURANCE.** Each Owner shall be responsible for insuring his/her Lot and his/her Dwelling Units, its contents and furnishings. Each Owner, at his/her own cost and expense, shall be responsible for insuring against the liability of such Owner.

ARTICLE XI
AMENDMENT TO DECLARATION AND DURATION OF RESTRICTIONS

SECTION 11.1 **AMENDMENT BY OWNERS.** The terms of this Declaration may be amended at any time by an instrument signed by those Owners owning at least fifty one percent (51%) of the Lots within the Subdivision. The signatures of Owners need not be acknowledged and the signature of one Owner of a Lot shall be considered a consent to the amendment by all the other Owners of the Lot. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Real Property Records of Fort Bend County, Texas.

SECTION 11.2 **DURATION.** This Declaration shall remain in full force and effect until April 15, 2050, and shall be extended automatically thereafter for successive ten (10) year periods; provided, however, that this Declaration may be amended at any time, as set forth in Section 11.1.

ARTICLE XII
MISCELLANEOUS

SECTION 12.1 **SEVERABILITY.** In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

SECTION 12.2 **NUMBER AND GENDER.** Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations

of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 12.3 **DELAY IN ENFORCEMENT.** No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 12.4 **ENFORCEABILITY.** This Declaration shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner or occupant of a Lot by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated this Declaration. The Board has the power to determine what violations of this Declaration are violations that affect the Association or the Subdivision and should be pursued by the Association and which violations are neighbor to neighbor disputes and should be resolved between Owners or residents of Lots.

SECTION 12.5 **REMEDIES.** In the event any Person shall violate or attempt to violate any of the provisions of the Declaration, the Association, each Owner of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

SECTION 12.6 **VIOLATIONS OF LAW.** Any violation of any federal, state, county, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Subdivision hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

SECTION 12.7 **REMEDIES CUMULATIVE.** Each remedy provided under this Declaration is cumulative and not exclusive.

SECTION 12.8 **NO REPRESENTATIONS OR WARRANTIES.** No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Subdivision, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes, or in regulation thereof, unless and except as specifically shall be set forth in writing or incapable of being waived by law.

SECTION 12.9 **LIMITATION OF LIABILITY.** NEITHER THE ASSOCIATION, THE BOARD, OR ANY OFFICER, AGENT, OR EMPLOYEE OF ANY OF THE SAME ACTING WITHIN THE SCOPE OF THEIR RESPECTIVE DUTIES DESCRIBED IN THIS DECLARATION SHALL BE LIABLE TO ANY PERSON FOR ANY REASON OR FOR ANY FAILURE TO ACT IF THE ACTION OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE.

SECTION 12.10 **CAPTIONS FOR CONVENIENCE.** The titles, headings, captions, article and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 12.11 **GOVERNING LAW.** This Declaration shall be construed and governed under the laws of the State of Texas.

ARTICLE XIII
PROPERTY RIGHTS IN COMMON AREA

SECTION 13.1 **TITLE TO THE ASSOCIATION.** Title to all Common Areas in the Subdivision shall be retained by the Association.


SECTION 13.2 **RIGHTS OF MEMBERS.** Every Member of the association shall have a beneficial interest of nonexclusive use and enjoyment in and to the Common Area and such interest shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to publish Rules and Regulations governing the use of the Common Area and to establish penalties for infraction thereof.
- (b) The right of the Association to enter into and execute contracts with any party for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

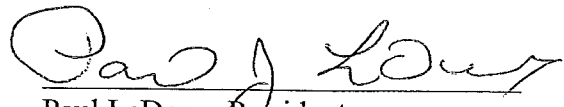
IN WITNESS WHEREOF, the Owners of Lots listed in Exhibit "A", attached hereto and incorporated herein, representing at least a majority of the Owners of Lots in the Subdivision consent to and approve the amendment and restatement of the Prior Restrictions to take effect on the date this instrument is filed of record in the Official Public Records of Real Property of Fort Bend County, Texas. The Association joins in the execution of this instrument to evidence its consent and approval to same.

DATED this 27 day of August, 2005

Attest:

By: 
Scott Gates, Secretary

**GLENWOOD SUBDIVISION
ASSOCIATION, INC.**

By: 
Paul LeDoux, President

THE STATE OF TEXAS
COUNTY OF FORT BEND

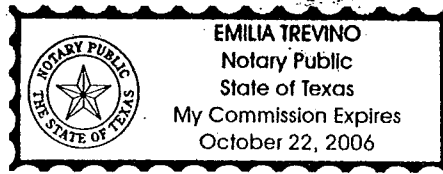
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Before me, a notary public, on this day personally appeared Paul LeDoux, President of Glenwood Subdivision Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this 27 day of August, 2005


NOTARY PUBLIC – STATE OF TEXAS

Return to:

Butler & Hailey, P.C.
1616 S. Voss, Suite 500
Houston, Texas 77057



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