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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
POST OAK GREEN**

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**NOTICE: THIS DOCUMENT SUBSTANTIALLY EFFECTS YOUR RIGHTS AND OBLIGATIONS AS AN OWNER OF PROPERTY IN THIS SUBDIVISION. READ IT CAREFULLY. WITHOUT LIMITATION, YOU ARE SPECIFICALLY ADVISED AS FOLLOWS: (i) ARTICLE III PROVIDES FOR MANDATORY MEMBERSHIP IN A HOMEOWNERS' ASSOCIATION, AND FOR MANDATORY PAYMENT OF ASSESSMENTS TO THE ASSOCIATION AND A CONTINUING LIEN AGAINST YOUR PROPERTY TO SECURE PAYMENT OF ASSESSMENTS WHICH MAY BE FORECLOSED EVEN IF THE PROPERTY IS YOUR HOMESTEAD, (ii) PARKING BY OWNERS AND OTHER OCCUPANTS WITHIN THE SUBDIVISION IS STRICTLY REGULATED, GUEST PARKING WITHIN THE SUBDIVISION MAY NOT BE AVAILABLE, AND AVAILABLE PARKING FOR ANY VEHICLE IS LIMITED (SEE SECTIONS 2.03 & 2.05.2), (iii) DECLARANT RETAINS SUBSTANTIAL RIGHTS UNDER THE DECLARATION, INCLUDING AS PROVIDED IN ARTICLE V AND ESPECIALLY DURING THE DEVELOPMENT PERIOD, INCLUDING THE UNILATERAL RIGHT TO DETERMINE OPERATING EXPENSES AND IMPOSE ASSESSMENTS, AND, WITHOUT NOTICE TO OR CONSENT OF ANY OWNER, TO COMBINE THE SUBDIVISION WITH OTHER REAL PROPERTY, TO ANNEX ADDITIONAL REAL PROPERTY INTO THE SUBDIVISION, TO AMEND ANY PLAT AND TO AMEND THIS DOCUMENT AND ANY OTHER GOVERNING DOCUMENTS, AND (iv) SECTION 5.07 SETS FORTH PROCEDURES REGARDING MANDATORY DISPUTE RESOLUTION, INCLUDING A REQUIREMENT THAT A DISPUTE NOTICE BE GIVEN TO DECLARANT WITHIN 120 DAYS AND ESTABLISHMENT OF A MAXIMUM TWO YEAR STATUTE OF LIMITATIONS. YOUR RIGHTS TO ASSERT A "DISPUTE" MAY BE LOST IF YOU FAIL TO COMPLY WITH SECTION 5.07.**

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AFTER RECORDING RETURN TO:

WILLIAMS, BIRNBERG & ANDERSEN, L.L.P.  
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Houston, Texas 77057-3746

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**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
POST OAK GREEN**

A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

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EXECUTION  
ACKNOWLEDGMENTS  
MORTGAGEE/LIENHOLDER CONSENT

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**FOR**

**POST OAK GREEN**

A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

KNOW ALL BY THESE PRESENTS THAT:

WHEREAS, the undersigned **5177 BUILDERS, LTD.**, a Texas limited partnership (herein referred to as "Declarant"), joined hereby **FENWAY DEVELOPMENT, INC.**, a Texas corporation, are the current sole Owner of all that certain real property located in Harris County, Texas, as more particularly described in **Section 1.01** hereof; and said parties desire to create and carry out a general and uniform plan for the improvement, development, maintenance, use and continuation of a residential community within the Subdivision as described in **Article I** hereof for the mutual benefit of the Owners and their successors in title subject to the covenants, conditions, restrictions, liens, charges and easements as herein set forth.

NOW, THEREFORE, in order to carry out a uniform plan for the improvement, development, maintenance, sale and use of the properties within the Subdivision as herein defined, it is hereby declared that all of the properties within the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens (sometimes herein collectively referred to as "covenants and restrictions"), all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said properties. These covenants and restrictions shall run with said Subdivision and be binding upon all parties having or acquiring any right, title, or interest in said Subdivision or any part thereof, their heirs, predecessors, successors and assigns, and shall inure to the benefit of each Owner thereof.

**Article I**

**Property Subject to This Declaration; Definition**

**SECTION 1.01 Property Subject to Declaration.** The real property which, by the recording of this Declaration, will be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is that certain real property located in Harris County, Texas, more particularly described as follows, to wit:

POST OAK GREEN SEC. 2, an addition in Harris County, Texas according to the maps or plats thereof filed, respectively, under Clerk's File No. 20110201208, Official Public Records of Real Property of Harris County, Texas, and recorded in Clerk's Film Code No. 640109, Map Records of Harris County, Texas.

**SECTION 1.02 Definitions.** Unless the context otherwise prohibits and in addition to other defined terms set forth herein, the following words and substantive provisions regarding same when used in this Declaration shall apply, mean and refer to the following:

1.02.1 "Association" means POST OAK GREEN HOMEOWNERS' ASSOCIATION, a Texas unincorporated nonprofit association established as provided in **Article III** hereof for the purposes contemplated by this Declaration and other governing documents, and its successors and assigns.

1.02.2 "Declarant" means 5177 BUILDERS, LTD., a Texas limited partnership, and its successors and assigns.

1.02.3 "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements for Post Oak Green, and all lawful amendments thereto.

1.02.4 "Development Period" means the period of time beginning on the date of recordation of this Declaration in the Official Public Records of Real Property of Harris County, Texas, during which Declarant retains and reserves as provided herein rights (i) to facilitate the development, construction, and marketing of the Subdivision, and (ii) to direct the size, shape, and composition of the Subdivision, and ending on the earlier occurrence of either of the following events:

(a) six months after the earlier to occur of (i) the date upon which written notice is given to Declarant of election by Owners of an Owner Representative at the First Election Meeting of Owners as provided in **Section 5.03**, or (ii) the date of filing of the deed in the Official Public Records of Real Property of Harris County, Texas conveying title to the last Lot in the Subdivision to an Owner other than Declarant or a builder; or

(b) upon giving of written notice by Declarant to all Owners of termination of the Development Period, effective upon the date of such notice or such later date as stated therein; provided that at any time prior to complete termination of the Development Period Declarant may give one or more written notices to Owners of limited termination of the Development Period to apply only to the specific functions, rights and/or responsibilities as stated therein.

1.02.5 "Lot" means any of the numbered plots of land shown on the Plat upon which a single family residence is, or may be, built.

1.02.6 "Meeting of Owners" means any meeting of the Owners conducted in accordance with **Section 3.01**, including any alternative forms of meetings and any other vote, approval or consent of Owners conducted or obtained in accordance with **Section 3.01**.

1.02.7 "Owner" means, the owner according to the Official Public Records of Real Property of Harris County, Texas, whether one or more Persons, of the fee simple title to a Lot, including any mortgagee or other lien holder who acquires such ownership through judicial or non-judicial foreclosure or proceedings in lieu thereof, but excluding any Person holding a lien or other encumbrance, easement, mineral interest or royalty interest burdening title or otherwise having an interest merely as security for the performance of an obligation.

1.02.8 "Owner Representative" means the governing authority of the Association entitled to manage, administer and direct the affairs of the Association in accordance with this Declaration.



1.02.9 "Person" means and includes any natural person, corporation, joint venture, partnership, association, trust, business trust, estate government or governmental subdivision or agency, and any other legal entity.

1.02.10 "Plat" means the map or plat of the Subdivision as described in **Section 1.01**, and all lawful modifications, amendments and/or replats of any of the foregoing.

1.02.11 "Related Parties" means and applies as follows:

(a) Owners and Tenants. Tenants of each Owner are Related Parties of that Owner, and with respect to each such Owner and each such tenant, Related Parties of each include (i) their respective family and other household members (including in particular but without limitation all children and other dependents), (ii) their respective guests, invitees, servants, agents, representatives and employees, and (iii) all other Persons over which each has a right of control or under the circumstances could exercise or obtain a right of control.

(b) Association, Owner Representative and Declarant. Related Parties of the Association, Owner Representative and Declarant include their respective officers, directors, partners, co-venturers, committee members, servants, agents, representatives and employees regarding all acts or omissions related to any of the foregoing representative capacities.

1.02.12 "Rules and Regulations" means all rules, guidelines, including architectural guidelines, policies and procedures, including all policies or procedures regarding or as permitted or required by law, including Chapters 202, 204 or 209 of the Texas Property Code, concerning or regulating the appearance, maintenance, operation, use or occupancy of the Subdivision, including the Lots and Subdivision Facilities, or rights or obligations of Owners regarding the Association, as from time to time adopted in accordance with **Section 2.16** hereof, regardless of nomenclature or manner of designation, and which may include architectural guidelines.

1.02.13 "Subdivision" means the residential community as more particularly described in **Section 1.01** hereof, and any other real Subdivision subjected to this Declaration as herein provided from time to time.

1.02.14 Subject to applicable provisions of **Article V** hereof, regarding the Development Period, "Subdivision Facilities" means all common areas so designated herein or by the Plat which are intended for the common use of Owners, and all other facilities and services build, installed, maintained, operated or provided for the common use or benefit of the Owners, including without limitation (i) Reserves "A" and "B" as so designated on the Plat, and (ii) any other buildings, structures, facilities, devices, services (including trash collection and landscape maintenance services, if any) and associated appurtenances, if any, designated as Subdivision Facilities by Declarant during the Development Period or by agreement of the Owners thereafter as provided herein.

**Article II**  
**General Restrictions, Covenants and Conditions**

**SECTION 2.01 Residential Use; Group Homes; Treatment Facilities.**

2.01.1 **General.** Each and every Lot is hereby restricted to single family residential use only. No residence may be occupied by more than one single family.

2.01.2 **No Business, Professional, Commercial or Manufacturing Use.** No business, professional, commercial or manufacturing use may be made of any Lot or any improvement located thereon, even though such business, professional, commercial or manufacturing use be subordinate or incident to use of the premises as a residence, and regardless of whether or not done for profit or remuneration. Notwithstanding the foregoing, a single family residence may be used for maintenance of a personal professional library, keeping of personal or professional records or accounts, or handling personal business or professional telephone calls, or for maintenance of one home office, but if and only if such business activity **(i)** does not involve use of any part of the applicable Lot, or residence or other building or improvement thereon, by any Person other than the Owner or the Owner's tenant (but not both), no on-site employees are otherwise permitted, and the public is not invited, permitted or allowed to enter the Lot to conduct any business thereon, **(ii)** is not detectable by sight, sound or smell from outside the residence, and there is no other external evidence thereof (including signs, advertising, or contacts in person at the residence with clients or customers), **(iii)** does not involve the storage of any equipment, materials or devices other than as consistent with operation of a small home office, and in all events which are not hazardous and do not constitute any type of threat to health or safety or other nuisance, **(iv)** complies with all applicable governmental ordinances (including zoning ordinances), and with any other governmental laws, rules, regulations and permitting or licensing requirements applicable to same, **(v)** is consistent with the residential character of the Subdivision, and **(vi)** does not cause any annoyance or unreasonable inconvenience to Owners or occupants of area Lots.

2.01.3 **Residential Use Only.** Without limitation of the foregoing, as used in this Declaration the term "residential use" shall be construed to prohibit the use of any Lot or the residence thereon for apartment houses or other type of dwelling designed for multi-family dwelling, or use for or operation of a boarding or rooming house or residence for transients, or the use of any permitted outbuilding as an apartment or residential living quarters.

2.01.4 **Maximum Occupancy.** In addition to the limitations above set forth, in no event may a single family residence be occupied by more persons than the product of the total number of bona fide bedrooms contained in the single family residence multiplied by two. The number of bona fide bedrooms is based on the single family residence as originally constructed, plus any additional bedroom(s) which may thereafter be added which have been specifically approved by the Owners as herein provided for such use, if any.

**SECTION 2.02 Pets, Animals and Livestock.** No animals, hogs, horses, livestock, reptiles, fish or poultry of any kind may be raised, bred, kept or maintained on any Lot at any time except "Permitted Pets" which are dogs, cats and other usual and customary household pets. Not more than two Permitted Pets are allowed per Lot, and no Permitted Pets may be raised, bred, kept or maintained for commercial purposes. Subject to **Section 2.04**, the foregoing limitation on the number of Permitted Pets does not apply to hamsters, small birds, fish or other similar usual and customary household animals, birds or fish which are continuously kept completely within a residence, nor shall it apply to require the removal of any litter born to a Permitted Pet prior to the time that the animals in such litter are three months old. Notwithstanding the foregoing, the

following are hereby excluded as Permitted Pets and shall not be allowed within any residence, upon any Lot or at any other place within the Subdivision: (i) any dog whose breed is known for and on any occasion has exhibited its viciousness or ill temper, in particular, the American Staffordshire Terrier, known as a "Pit Bull Terrier", and (ii) any animal of any kind that has venom or poisonous or capture mechanisms, or if let loose would constitute vermin. All Permitted Pets must be kept on a leash or carried, and must otherwise be maintained under the control of their Owner when outside the Owner's residence or when not maintained in an enclosed yard from which the Permitted Pet cannot escape.

#### SECTION 2.03 Vehicles: Parking.

2.03.1 Prohibited Vehicles: Covers Prohibited. No boat, mobile home, trailer, boat or truck rigging, truck larger than a three-quarter ton pick-up, recreational vehicle, bus, unused vehicle, inoperable vehicle of any kind (including any vehicle requiring same which does not have both a current and valid license plate and current and valid state inspection sticker), no over-sized vehicle, and no unsightly vehicle or vehicle (including without limitation, any motor bikes, motorcycles, motorscooters, go-carts, golf-carts or other similar vehicles) which by reason of noise, fumes emitted, or by reason of manner of use or operation, constitute a nuisance, as may be determined at any Meeting of Owners, may be parked, stored or kept at any time at any location within the Subdivision, including without limitation upon any street or Shared Drive or upon any other part of any Lot, unless such vehicle is stored completely within a garage. "Oversized vehicle" means any vehicle which exceeds in size six feet six inches (6'6") in height, seven feet six inches (7'6") in width, and/or twenty-one feet (21') in length. Use of vehicle covers of any kind (except for vehicles parked completely in a garage) is prohibited.

2.03.2 Prohibited Parking - General. No vehicle of any kind may be parked, stored or otherwise permitted to remain at any time (i) on grass or any other similar portion of any Lot or any other place within the Subdivision not intended customarily for use for parking of vehicles, or (ii) in a slanted or diagonal manner across any driveway or other designated parking space, or in any other manner other than as is customary for the type of parking space being used, or (iii) in such manner as to obstruct or impede sidewalk, driveway or street access or usage, or in such manner that any part of the vehicle extends in to any part of any street or common drive. No Owner or resident is permitted to park or store any vehicle on the Lot of another Owner or resident.

#### 2.03.3 PARKING.

##### (a) OCCUPANT VEHICLES.

1. IN THIS SECTION (AND THIS DECLARATION), "OCCUPANT VEHICLES" MEANS ANY PERMITTED VEHICLES AS TO EACH LOT WHICH ARE OWNED AND/OR OPERATED BY (I) ANY SINGLE FAMILY MEMBER OF THE RESIDENTS OF EACH LOT, AND (II) ANY OTHER PERSON VISITING OR STAYING AT THE LOT WHO PARKS THE VEHICLE WITHIN THE SUBDIVISION AT ANY TIME MORE THAN THREE DAYS IN ANY WEEK OR MORE THAN FIVE DAYS IN ANY CONSECUTIVE THIRTY DAY PERIOD.

2. AT LEAST ONE OCCUPANT VEHICLE MUST BE PARKED IN THE GARAGE OF THE APPLICABLE LOT BEFORE ANY OTHER OCCUPANT VEHICLE IS PARKED ON THE PRIVATE DRIVEWAY OF THAT LOT. AT LEAST THREE OCCUPANT VEHICLES MUST BE PARKED IN THE GARAGE AND THE PRIVATE DRIVEWAY OF THE APPLICABLE LOT BEFORE ANY OTHER OCCUPANT VEHICLE AS TO THAT LOT IS PARKED ON ANY AREA

PUBLIC STREET. PARKING UPON A PRIVATE DRIVEWAY AS AFORESAID IS PERMITTED ONLY IF THE DRIVEWAY IS OF SUFFICIENT SIZE THAT THE ENTIRE OCCUPANT VEHICLE CAN BE PARKED WHOLLY WITHIN THE PRIVATE DRIVEWAY WITHOUT VIOLATING ANY OTHER PROVISION OF THIS SECTION, OR DECLARATION. IF A PRIVATE DRIVEWAY IS NOT OF SUFFICIENT SIZE FOR PARKING AS AFORESAID, THEN AT LEAST TWO OCCUPANT VEHICLES MUST BE PARKED IN THE GARAGE OF THE APPLICABLE LOT BEFORE ANY OTHER OCCUPANT VEHICLE AS TO THAT LOT IS PARKED ON ANY AREA PUBLIC STREET.

3. PARKING OF OCCUPANT VEHICLES UPON AREA PUBLIC STREETS LOCATED OUTSIDE OF THE SUBDIVISION IS PERMITTED, SUBJECT TO APPLICABLE PROVISIONS OF SUBSECTION (2) ABOVE, AND SUBJECT TO THE RIGHT OF APPLICABLE GOVERNMENTAL AUTHORIZES TO RESTRICT OR PROHIBIT SAME AT ANY TIME AND FROM TIME TO TIME.

(b) NO GUEST PARKING. NO AREAS WILL BE PROVIDED FOR GUEST PARKING WITHIN THE SUBDIVISION, AND GUEST PARKING UPON ANY AREA STREET MAY ALSO BE RESTRICTED OR PROHIBITED AS ABOVE PROVIDED REGARDING OCCUPANT VEHICLES. GUEST PARKING WITHIN THE SUBDIVISION IS RESTRICTED TO THE PERMITTED AREAS FOR PARKING OF OCCUPANT VEHICLES AS APPLICABLE TO THE LOT THE GUEST IS VISITING.

(c) STREET PARKING. WHEN PARKING OF OCCUPANT OR GUEST VEHICLES IS ALLOWED ON A PUBLIC STREET AS ABOVE PROVIDED, THE VEHICLES MUST BE PARKED ALONG THE SIDE OF THE PUBLIC STREET IN FRONT OF, AND ON THE SAME SIDE OF THE SHARED DRIVE OR PUBLIC STREET OF, THE LOT AT WHICH THE OPERATOR OF THE OCCUPANT VEHICLE RESIDES OR WHICH THE GUEST IS VISITING, OR AS CLOSE THERETO AS CIRCUMSTANCES PERMIT.

(d) RESPONSIBILITIES OF OWNERS AND TENANTS. OWNERS AND THEIR TENANTS MUST OBTAIN FULL COMPLIANCE WITH THE PROVISIONS OF THIS SECTION (INCLUDING RULES AND REGULATIONS ADOPTED PURSUANT TO THIS DECLARATION) BY THEIR RESPECTIVE RELATED PARTIES, AND EACH IS JOINTLY AND SEVERALLY LIABLE FOR ALL VIOLATIONS BY THEIR RESPECTIVE RELATED PARTIES.

(e) NOTICE OF LIMITED PARKING. PARKING OF VEHICLES WITHIN THE SUBDIVISION IS STRICTLY LIMITED TO PARKING WITHIN THE AREAS AS ABOVE SET FORTH. PARKING ON AREA PUBLIC STREETS MAY ALSO BE LIMITED OR UNAVAILABLE. GARAGES SIZES MAY ALSO LIMIT AVAILABLE PARKING AS PROVIDED IN **SECTION 2.05**. ANY LIMITATIONS AS TO AVAILABLE PARKING UPON ANY LOT, OR ELSEWHERE WITHIN THE SUBDIVISION, OR WITHIN THE AREA, OR AS TO GARAGE SIZE, SHALL NOT CONSTITUTE A BASIS FOR NON-COMPLIANCE WITH ANY APPLICABLE RESTRICTIONS SET FORTH HEREIN, AND EACH OWNER OR OCCUPANT ASSUMES ALL RISKS REGARDING ANY AND ALL PARKING LIMITATIONS.

2.03.4 Repair, Rental or Sale of Vehicles Prohibited. No work on any vehicle within the Subdivision, including on any street or Shared Drive, or on any common area, or on any Lot, may be performed at any time other than temporary emergency repairs or other work required in order to promptly remove an inoperable or disabled vehicle from the Subdivision or to and completely within a garage. Repair

work on any vehicle within a garage is limited to occasional minor repairs on Occupant Vehicles (such as oil changes, headlight bulb replacements and similar minor repairs). Extensive or frequent work (such as in connection with an auto repair or racing hobby or profession) on any vehicles, including any Occupant Vehicles, is prohibited. Without limitation of the foregoing and except for the limited purposes expressly permitted by the foregoing, no vehicle repair, rental or sales business or activities of any kind, whether or not for profit, may be conducted at any time at any location upon any Lot or elsewhere within the Subdivision.

2.03.5 Vehicle Defined. As used in this Section, "vehicle" means a device in, on, or by which a person or property may be transported, including an operable or inoperable automobile, truck, motorcycle, recreational vehicle, trailer, and such other devices as from time to time specified by applicable Rules and Regulations.

2.03.6 Presumptive Violations. Repairs or other work extending over a period exceeding eight hours is conclusively presumed not to be "temporary". Any vehicle is conclusively presumed to be "unused" or "inoperable" if the vehicle has not been operated outside the Subdivision for seven or more consecutive days or the vehicle has not been operated outside the Subdivision more than twice in any fourteen day period. The provisions hereof do not prejudice the right of the Association to otherwise establish a violation. The foregoing provisions do not apply to any vehicle completely stored within a garage.

#### SECTION 2.04 Nuisance; Unsightly or Unkempt Conditions.

2.04.1 General. It is the continuing responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot. No Lot may be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye. No hobbies or activities which will cause disorderly, unsightly, or unkempt conditions, including without limitation the assembly or disassembly of or repair work on motor vehicles or other mechanical devices, may be performed within the Subdivision. There may not be maintained any plants, animals, devices, thing, use or activities of any sort which in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the residents of the Subdivision.

2.04.2 Nuisance or Annoyance. No substance, thing, or material may be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive trade or activity may be carried on upon any Lot, nor may anything be done thereon tending to cause embarrassment, discomfort, annoyance, or a nuisance to any residents of the Subdivision or to any Person using any property adjacent to the Lot. No spirituous, vinous, malt, medicated bitters, alcohol, drugs or other intoxicants may be sold or offered for sale on any part of any Lot or any other place within the Subdivision. No Lot or any part thereof may be used for any immoral or illegal purposes.

2.04.3 Pollutants; Hazardous Materials. Without limitation of any other provisions of this Section, no Owner or tenant, and Related Parties of either, shall dump grass clippings, leaves or other debris, detergents, petroleum products, fertilizers, or other pollutants or potentially hazardous or toxic substances, in any sewer system, water system, drainage ditch, stream, pond or lake within the Subdivision, or do any thing or maintain or permit any condition in violation of applicable environmental, toxic or hazardous waste or similar laws, rules or regulations. Storage of gasoline, heating or other fuels, or of any hazardous or toxic materials upon any Lot is strictly prohibited (except that up to five gallons of fuel may be stored upon a Lot for emergency purposes and operation of lawn mowers and similar tools or equipment if properly kept and

stored in a safe and non-hazardous manner). THE FOREGOING DOES NOT PLACE UPON DECLARANT OR ANY OF ITS RELATED PARTIES ANY OBLIGATION FOR ENFORCEMENT OF ANY APPLICABLE ENVIRONMENTAL, TOXIC OR HAZARDOUS WASTE OR SIMILAR LAWS, RULES OR REGULATIONS.

2.04.4 Sound Devices; Excessive Noise. No exterior speaker, horn, whistle, bell or other sound device shall be located, placed or used upon any Lot or improvement thereon. No stereo, television, speaker, horn, whistle, bell or other sound device shall be operated within, and no other sound emitting activity (such as practice of a band, excessively loud social gatherings and similar activities) shall be conducted within a residence, garage or other structure which is audible from inside of any closed adjacent or area residence or unreasonably audible outside the Lot lines of the Lot upon which the applicable residence, garage or other structure is located, or which is otherwise an annoyance or nuisance to any other residents.

#### SECTION 2.05 Type of Residence.

2.05.1 Single Family Residence. No building other than one single family residence not to exceed three stories which is to be occupied as a residence by one single family, an appurtenant garage and such outbuildings if and as may be approved in writing by all Owners may be constructed, placed or permitted to remain on each Lot. Without limitation of the foregoing, the term "single family residence" shall be construed to prohibit garage apartments, apartment houses, and any other multi-family dwelling.

2.05.2 Garages and Garage Doors. All single family residences must have an enclosed attached or detached minimum two car parking garage. Each such garage must contain a minimum of three hundred fifty (350) square feet of interior floor space. GARAGES MAY NOT BE OF SUFFICIENT SIZE TO PERMIT PARKING THEREIN OF TWO LARGE VEHICLES SUCH AS TWO SUV'S. ANY SUCH LACK OF PARKING SIZE SHALL NOT BE A BASIS FOR EXEMPTION FROM APPLICABLE PARKING RESTRICTIONS. The garage must be architecturally similar and compatible to the appurtenant residence, including as to roof line and appearance. Except for porte-cocheres, carports on Lots are prohibited. All garages must be enclosed with permanent walls and their fronts enclosed with standard type overhead doors customarily used in the building industry which garage doors must be maintained in good working order at all times. ANY REPLACEMENT GARAGE DOOR MUST BE OF EQUAL OR BETTER QUALITY AND SUBSTANTIALLY THE SAME DESIGN AS THE GARAGE DOOR FOR THE GARAGE AS ORIGINALLY CONSTRUCTED, AND MUST BE PAINTED TO MATCH THE COLOR SCHEME OF THE RESIDENCE AS ORIGINALLY CONSTRUCTED OR A SUBSEQUENT COLOR SCHEME WHICH HAS BEEN APPROVED IN WRITING BY ALL Owners. Except for interior modifications of a garage wholly consistent with its use as a garage and which do not alter the use or exterior appearance of the garage as originally constructed, no modification of the interior or exterior of any garage as originally constructed is permitted. GARAGE DOORS MUST BE KEPT CLOSED AT ALL TIMES EXCEPT FOR ENTRY AND EXIT OF VEHICLES OR DURING BRIEF PERIODS WHEN THE GARAGE IS BEING ACTIVELY USED FOR CUSTOMARY PURPOSES.

2.05.3 Garage Usage. No portion of any garage may be diverted to any use other than the parking of vehicles and other generally accepted and customary usage of a garage. In particular but not in limitation of the foregoing, no portion of any garage may be used as a residence or a game room, or for any similar use as living quarters.

2.05.4 Prohibited Homes and Structures. No tent, shack, mobile home, or other structure of a temporary nature shall be placed upon any Lot or elsewhere in the Subdivision. Manufactured homes, industrialized homes, industrialized buildings and any other type of residence, including any garage, which is constructed or assembled other than primarily on site are not permitted on any Lot. No residence, building or structure may be moved from another location to any Lot without prior approval of Owners as provided in **Section 3.03**. The foregoing prohibition does not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of Owners as provided in **Section 3.03**.

SECTION 2.06 Location of Residence. No single family residence may be located upon any Lot except in accordance with building setback lines shown on any applicable Plat, and as established by this Declaration or applicable governmental requirements. Subject to the foregoing, no part of any residence, garage or other structure shall be located nearer than three feet from any boundary line of any Lot; provided, however, Declarant and only Declarant may locate or approve location of one or more walls of a single family residence or garage on or within one foot of any side Lot line (a "Zero Lot Line"). For the purposes of this Section, eaves, roof overhangs, steps, fireplaces, chimneys, bay windows, unroofed terraces and similar architectural detail which is a part of a permitted residence or garage shall not be considered as part of a residence or garage.

SECTION 2.07 Drainage Easements and Devices. During the Development Period Declarant (and any builder so authorized by Declarant) is hereby specifically authorized to excavate as necessary for and to establish, construct and maintain drainage swales, erosion control systems and such other things and devices (herein referred to as "Drainage Devices") upon, over, across or under any part of the Subdivision, including any Lot, as Declarant deems appropriate to properly maintain and control water drainage and erosion. All Drainage Devices shall remain unobstructed, and shall be properly maintained by and at the sole cost of the Owner of each Lot to which same pertains or, when any Drainage Device serves more than one Lot (such as in the case of guttering on residences connected to a common line), then maintenance and the costs thereof shall be shared pro rata by all of the Owners to which same pertains. Each Owner must refrain from permitting any construction, grading and any other work, act or activity upon such Owner's Lot which would obstruct, alter, divert, impede or impair the proper functioning of any Drainage Device. In addition, each Owner must perform such work, act or activities and install and maintain such Drainage Devices (i) as is reasonably necessary to prevent so far as practical drainage from the Owner's Lot to any other Lot, other than drainage along established swales and along drainage patterns as established during initial construction, and (ii) as needed to maintain so far as practical positive drainage away from the foundation of the residence located upon the Owner's Lot. Without limitation of the foregoing, no Owner may place or permit placement of any flower bed or other landscaping, or any other structure or thing along or near any Lot line which would obstruct, alter, divert, impede, or impair drainage along any Lot line within any swale or otherwise within drainage patterns as established during initial construction.

SECTION 2.08 Lot Resubdivision or Combination. Unless approved by Declarant in writing, no Lot as originally conveyed by Declarant to any Person, including a builder, may thereafter be subdivided or combined with any Lot, or the boundaries thereof otherwise changed.

SECTION 2.09 Disposal of Trash. No trash, rubbish, garbage, manure, debris or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. No incinerator may be maintained on any portion of the Subdivision. All trash and similar matter to be disposed of shall be placed in cans or similar receptacles with tight fitting lids or plastic bags tied or otherwise tightly secured, and shall be placed in an area adequately screened by

planting or fencing from public view or within a garage except when placed for regular pickup as herein provided. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition, and shall comply with all applicable federal, state, county, municipal or other governmental laws and regulations. All such prohibited matter shall be removed from Lot at regular intervals if not removed or removable by a regular garbage and sanitation service. Trash and garbage for pickup by a regular service shall be placed in such area or areas as a majority of the Owners may from time to time direct, or as the applicable garbage and sanitation service or provider (e.g. City of Houston or a private garbage collection company) may require, and if so required by a garbage and sanitation service or provider, trash may be placed for pick-up by an Owner of one Lot upon another Lot; provided, trash and garbage shall not be placed for pickup earlier than eight (8) hours prior to a scheduled pickup day and all receptacles therefor and any remaining trash and garbage shall be removed from the pickup site by midnight of the pickup day.

SECTION 2.10 Signs. As used in this Section, "sign" means and includes any billboards, posters, banners, flags (subject to applicable provisions hereafter set forth), pennants, displays, symbols, advertising devices of any kind, and any other type of sign of any kind, including without limitation business, professional, promotional or institutional signs. No sign of any kind is permitted on any Lot, or upon any residence, or within any residence if visible from the exterior of the residence, or within the Subdivision except (i) as otherwise provided in **Section 2.15** regarding Protected Property Use Devices, or (ii) as otherwise approved in writing by the Owners in accordance with **Section 3.03**; provided that each Owner is permitted to place upon (and only upon) such Owner's Lot (y) one professionally prepared and printed sign advertising the particular Lot on which the sign is located for sale or for rent, but only during the periods of time when the Lot is in fact for sale or rent, and (z) security service signs not to exceed two in number and to be located near the front and rear entrances of the residence, and not to exceed eighteen inches by twelve inches in size, as provided by a professional security service company.

SECTION 2.11 Oil and Mining Operation. No gas or oil drilling, gas or oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Subdivision.

SECTION 2.12 Lot Fences, Walls and Hedges.

2.12.1 Definitions. As used in this Section (i) "Lot Fencing" means any and all fences and freestanding fence type walls, gateposts, hedges and planters, whenever and wherever located on any Lot, and (ii) "hedge" means a row of bushes, shrubs and similar plants which, at natural maturity, will exceed three feet (3') in height and have sufficiently dense foliage as to present a visual and physical barrier substantially similar to a fence.

2.12.2 Approval Required. Except as installed by or with the approval of Declarant, no Lot Fencing may be constructed, placed or maintained on any Lot without prior written approval of the Owners obtained in accordance with **Section 3.03**.

2.12.3 General Requirements. Except as hereafter provided regarding Perimeter Fencing, and except as installed by or with the approval of Declarant or unless otherwise approved in writing by the Owners obtained in accordance with **Section 3.03**, all Lot Fencing must comply with the following:

- (a) No Lot Fencing may be more than eight feet in height.



(b) All Lot Fencing (other than hedges) must be constructed of redwood or cedar vertical pickets with treated pine (or equivalent) post and supports, or ornamental wrought iron, brick or masonry, or combinations thereof, or composite materials which substantially simulate the appearance of the foregoing, as approved by the Owners obtained in accordance with **Section 3.03**.

(c) NO CHAIN LINK TYPE FENCING OF ANY TYPE IS PERMITTED ON ANY LOT.

2.12.4 Ownership and Maintenance. Ownership of all Lot Fencing passes with title to the Lot. All Lot Fencing must be continuously maintained in a structurally sound condition, in a neat and attractive condition, in good repair and otherwise as required to obtain and maintain prevailing community standards. The foregoing shall include, without limitation, such maintenance, repair or replacement as is required to prevent listing or leaning, repair of all damaged or broken pickets and other members, and all holes and cracks, and repair or replacement as required to prevent rot or decay, and any other visible signs of dilapidation or deterioration. Lot Fencing which has been defaced with graffiti or other markings shall be restored to its prior condition within 72 hours of such defacement or markings. PAINTING OR STAINING OF WOODEN FENCES IS PROHIBITED UNLESS APPROVED IN WRITING BY THE OWNERS OBTAINED IN ACCORDANCE WITH SECTION 3.03. All maintenance, repair or replacement of Lot Fencing which separates adjoining Lots, or which is otherwise shared in common by two or more adjoining Lots, is the joint responsibility of, and the costs thereof shall be shared equally by, the adjoining Owners. Otherwise, all such maintenance, repair or replacement shall be the responsibility of, and at the sole cost of, the Owner upon whose Lot the Lot Fencing is located. ONCE INSTALLED, THE LOCATION, STYLE, FINISH, APPEARANCE AND ALL OTHER FEATURES OF LOT FENCING MAY NOT BE MODIFIED OR CHANGED WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNERS OBTAINED IN ACCORDANCE WITH SECTION 3.03.

SECTION 2.13 Window and Door Glass Covers. Glass in windows, doors and other similar openings must be maintained as installed during original construction except as otherwise approved by Owners as provided in **Section 3.03**. Glass film and similar tinting, and aluminum foil and similar reflective materials, are in all events prohibited for use as a cover for any window or door; provided, factory tinted glass may be approved by Owners as provided in **Section 3.03**. Only blinds, curtains or drapes with backing material which is white, light beige, cream, light tan or light gray, and blinds or miniblinds of the same color, are permitted, unless otherwise approved by Owners as provided in **Section 3.03**. No other window treatment color may be visible from the exterior of any residence or other improvement. Temporary or disposable coverings, including sheets, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made or commonly used by the general public for permanent window coverings, are expressly prohibited.

SECTION 2.14 Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other ground or surface waters shall be installed, constructed or operated upon any Lot or elsewhere in the Subdivision. Private irrigation wells or any other type of wells that draw upon any underground water are prohibited upon any Lot. Sprinkler and irrigation systems installed as Subdivision Facilities will be maintained by the Association. No other sprinkler or irrigation system may be installed upon any Lot or elsewhere in the Subdivision except as approved by Owners as provided in **Section 3.03**.

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SECTION 2.15 Protected Property Uses and Devices.

2.15.1 Applicability: Definition. This **Section 2.15** applies to any protected property uses established pursuant to this Section or pursuant to Texas Property Code, Chapter 202, and to any structure, object, thing or device specifically pertaining to the protected property use (a "Protected Property Use Device").

2.15.2 Prior Approval Required. Except as otherwise expressly required by law, prior written approval must be requested and obtained as to any Protected Property Use Device in accordance with **Section 3.03** of this Declaration.

2.15.3 General Location Requirements. Subject to and without limitation of any other specific location requirements as otherwise stated in this Section, no Protected Property Use Device may be located, placed or maintained at any location within the Subdivision (i) on any property which is owned by the Association, or owned in common by the Members of the Association and the Association, or (ii) at any other location within the Subdivision except upon the Lot owned by the owner of the Protected Property Use Device.

2.15.4 Maintenance Requirement. Each Protected Property Use Device must be properly maintained in good condition and appearance at all times. Any deteriorated, damaged, or structurally unsound Protected Property Use Device must be promptly repaired, replaced or removed.

2.15.5 Antennas and Satellite Dish Systems.

(a) General Rule. Except as otherwise expressly approved in writing by the Owners in accordance with **Section 3.03**, or as otherwise expressly permitted by applicable law, no antenna or satellite dish system of any kind is permitted upon any Lot, or the residence or other improvement thereon, except one dish antenna, one meter or less in diameter or diagonal measurement which is designed to receive direct broadcast satellite or to receive or transmit "fixed wireless signals" (as defined by the Federal Communications Commission), and one television antenna to the extent necessary for reception of local television broadcasts, either or both of which must be installed so as not to be visible from any street.

(b) Prohibited Antenna. In no event shall any antenna, "dish" or other device be used for transmitting electronic signals of any kind except as to fixed wireless signal transmission as above provided. Antenna and similar devices of any type used for citizen band ("CB") radio, amateur ("HAM") radio, AM/FM radio, or Digital Audio Radio Service ("DARS"), are prohibited and shall not be erected, placed or permitted to remain on any Lot, on any improvement located on any Lot, or elsewhere in the Subdivision. Without limitation as to the authority of the Owners to grant variances as provided in **Section 3.03**, the Owners are specifically authorized to (but shall not in any event be required to) grant variances as to prohibited antenna, and the Owners may condition granting of any such variance upon placement of the applicable antenna in the attic of a residence.

2.15.6 Political Signs. Notwithstanding any other provisions hereof, political signs advertising a political candidate or ballot item for an election (a "Political Sign") are permitted, subject to the following:

(a) No Political Sign is permitted earlier than the 90<sup>th</sup> day before the date of the election to which the sign relates, and each Political Sign must be removed in its entirety by the 10<sup>th</sup> day after the election date.

(b) No more than one Political Sign for each candidate or ballot item may be displayed per Lot.

(c) Each Political Sign must be ground-mounted.

(d) No Political Sign may (i) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (ii) 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; (iii) include the painting of architectural surfaces; (iv) threaten the public health or safety; (v) be larger than four feet by six feet; (vi) violate a law; (vii) contain language, graphics, or any display that would be offensive to the ordinary person; or (viii) be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists.

#### 2.15.7 Flags.

(a) Subject to other applicable provisions of this Section, any Owner may locate and display upon the Owner's Lot (i) one American flag as permitted by the Freedom to Display the American Flag Act of 2005, and (ii) one flag of the State of Texas, and one flag each of any branch of the United States armed forces (official or replica) as permitted by Section 202.011 of the Texas Property Code (a "Permitted Flag"). Only Permitted Flags may be displayed. All other flags are subject to **Section 2.10**.

(b) Permitted Flags must be displayed from a pole attached to the residence (a "Flagstaff") or a free-standing pole (a "Flagpole"). All Permitted Flags must be displayed in a respectful manner in accordance with 4 U.S.C., Section 5-10, Texas Government Code, Section 3100, and applicable military codes, as applicable.

(c) A Flagstaff may not be more than six feet (6') in length, and must be securely attached by a bracket at an angle of 30 to 45 degrees down from vertical. A Flagpole may not exceed twenty feet (20') in height and nine inches (9") in diameter, and must be permanently installed in the ground in accordance with the manufacturer's instructions.

(d) In addition to general location requirements set forth in **Section 2.15.3** (i) no Flagstaff or Flagpole may be located or displayed on any property which is maintained by the Association, including any part of a Lot as to which the Association provides lawn or landscape maintenance, (ii) all Flagstaffs and Flagpoles must be located within all applicable setback lines, and (iii) no Flagstaff or Flagpole may be located in violation of any applicable easements.

(e) Permitted Flags are limited in size to a maximum of three feet (3') tall and five feet (5') wide.

(f) Not more than one Permitted Flag is permitted to be displayed on a Flagstaff. Not more than two Permitted Flags are permitted to be displayed on a Flagpole.

(g) A Permitted Flag may be illuminated if it will be displayed at night and if existing ambient lighting does not provide essentially equivalent lighting as next provided. Any such illumination (i) must be ground mounted in the vicinity of the Permitted Flag, (ii) must be pointed towards the center of the flag and face the main residence located on the applicable Lot, (iii) must utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover, and (iv) may not provide illumination exceeding the equivalent of a 60 watt incandescent bulb.

(h) Flagstaffs and Flagpoles must be commercially made for flag display purposes, and must be constructed of permanent, long-lasting materials with a finish appropriate to the materials use in the construction of the Flagstaff or Flagpole and harmonious with the main residence located on the applicable Lot.

#### 2.15.8 Rainwater Harvesting Systems.

(a) Subject to other applicable provisions of the Section, rain barrels or other rainwater harvesting system (a "Rainwater Harvesting System") may be installed and maintained on a Lot.

(b) In addition to the general location requirements set forth in **Section 2.15.3**, the Rainwater Harvesting System may not be located between the front of the main residence located on the applicable Lot and any adjoining or adjacent street (including any "Shred Drive" as defined in **Section 1.02.14**).

(c) The Rainwater Harvesting System must be of a color which is consistent with the color scheme of the main residence on the applicable Lot, and may not display any language or other content that is not typically displayed by the Rainwater Harvesting System as it is manufactured.

(d) This subsection (d) applies if and as to each Rainwater Harvesting System which will be installed on or within the side yard area of a Lot, or which would otherwise be visible from any street (including any "Shared Drive" as defined in **Section 1.02.14**), from any common area, or from another Lot. In each such case the proposed Rainwater Harvesting System is subject to regulation as to the size, type, shielding and materials used in the construction of the system as part of the approval process as provided in **Section 3.03**; provided that the economic installation of the system may not be prohibited thereby. The Owner seeking approval of any Rainwater Harvesting System subject to the foregoing must submit with the Owner's approval request a description of methods proposed to shield and otherwise minimize the visibility and visual impact of the system.

(e) Harvested water must be used, and may not be allowed to become stagnant or otherwise cause or create any threat to health or safety. Any unused Rainwater Harvesting System must be removed if any part thereof is visible from any street, common area or another Lot, or if the unused system may or does cause or create any threat to health or safety.

2.15.9 Solar Energy Devices. No "solar energy device" as defined in Texas Property Code, Section 202.010 may be installed upon any residence or Lot or at any location within the Subdivision during the Development Period without the prior written consent of Declarant. Thereafter, a solar energy device may be installed in accordance with **Section 3.01** of this Declaration if all conditions as set forth in Texas Property Code, Section 202.010(d) are met or exceeded and the Owners at an applicable Meeting of Owners determine such installation will not constitute a condition that substantially interferes with the use and enjoyment of land

by causing unreasonable discomforts or annoyance to persons of ordinary sensibilities as provided in Texas Property Code, Section 202.010(e).

2.15.10 Energy Efficient Roofing.

(a) This Section applies to “Energy Efficient Roofing” which means shingles that are designed primarily to (i) be wind and hail resistant, (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles, or (iii) provide solar generation capabilities.

(b) The Association or the ACC shall not prohibit installation of Energy Efficient Roofing provided that when installed the shingles:

(1) will otherwise comply with all applicable provisions of the Declaration and all other applicable Architectural Guidelines;

(2) resemble the shingles used or otherwise authorized for use in accordance with subsection (1) above on property in the Subdivision;

(3) are more durable than and are of equal or superior quality to the shingles described by subsection (1) above; and

(4) match the aesthetics of the property surrounding the Owners’ property.

2.15.11 Display of Certain Religious Items.

(a) Subject to other applicable provisions thereof, an Owner or resident may display or attach one or more religious items to the entry to their residence. Such items include any thing related to any faith that is motivated by the Owner’s or resident’s sincere religious belief.

(b) Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.

(c) The items may only be displayed on or attached to the entry door or door frame, and may not extend beyond the outside edge of the door frame.

(d) To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not (i) threaten public health or safety, or (ii) violate any law; or (iii) contain language, graphics or any display that is patently offensive to a passerby.

(e) Approval by Owners as provided in **Section 3.03** is not required for displaying religious items so long as displayed strictly in compliance with these guidelines.

(f) The Association may remove any religious items displayed in violation of these guidelines as provided in Section 202.018 of the Texas Property Code.

2.15.12 Rules and Regulations. Declarant during the Development Period and the Owners at any Meeting of Owners thereafter may from time to time and at any time adopt and amend Rules and

Regulations regarding any Protected Property Use Devices consistent with this Section and as permitted or required by law.

SECTION 2.16 Rules and Regulations. Declarant during the Development Period and the Owners thereafter, with the approval of the Owners of not less than a majority of the Lots then contained in the Subdivision, may from time to time adopt, amend, modify and delete reasonable Rules and Regulations, provided that (i) Rules and Regulations may not be enacted retroactively (except that if any activity is subsequently covered by Rules and Regulations and such activity ceases after enactment of the Rules and Regulations covering same, then the Rules and Regulations will apply to the activity thereafter), (ii) Rules and Regulations may not be incompatible with the provisions of this Declaration; and (iii) Rules and Regulations will not become effective until filed of record or such later date as stated therein, and notice thereof is given to all Owners (certification by the Owner Representative that proper notice was given in accordance with this Section to be conclusive absent proof of fraud).

### Article III

#### Association; Assessments; Architectural Control

##### SECTION 3.01 Establishment of Association.

3.01.1 Organization; Purposes. The Association is established as a Texas unincorporated nonprofit association pursuant to Chapter 252 of the Texas Business Organizations Code. The principal purposes of the Association are the collection, expenditure and management of the funds and financial affairs of the Association, enforcement of all provisions of the governing documents, providing for maintenance, preservation and architectural control within the Subdivision, providing for maintenance, repair and replacement of such Subdivision Facilities as herein permitted or required, and performance of all other acts and undertakings reasonably incident to any of the foregoing or in furtherance thereof.

3.01.2 Powers. The Association has full right, power and authority to and enforce all provisions of this Declaration and all other governing documents, including without limitation (i) to exercise all powers available to a Texas unincorporated nonprofit association, and, to the fullest extent allowed by law, to exercise all powers of a Texas nonprofit corporation, (ii) to exercise all powers of a property owners association pursuant to Section 204.010 of the Texas Property Code, and (iii) to exercise all implied powers incident to the foregoing or necessary or proper to the Association's express powers or purposes, subject however to any limitations expressly stated herein or in other governing documents. Without limitation of the foregoing, the Association is hereby expressly authorized (x) to acquire (by gift, deed, lease or otherwise), own, hold, improve, operate, maintain, sell, lease, convey, dedicate for public use, acquire, hold, use, and otherwise dispose of and/or alienate real and personal property as the Owners may deem necessary or appropriate and/or as provided in this Declaration and other governing documents, (y) subject to prior approval by the Owners of not less than two-thirds of the Lots, to borrow money, and to mortgage, pledge, deed in trust or otherwise encumber, alienate or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred to conduct the lawful affairs of the Association, and (z) to compromise and settle any and all claims, demands, liabilities and causes of action whatsoever held by or asserted against the Association upon such term and conditions as the Owner Representative may determine.

##### 3.01.3 Owner Representative.

(a) The Owner Representative shall manage, administer and direct the business and affairs of the Association as provided in this Declaration, including in particular but without limitation, making all collections, deposits and disbursements regarding the Maintenance Fund, keeping proper books

of account and other books and records of the fiscal and financial affairs of the Association, and making same available for inspection and copying by any Owner as herein provided, maintaining minutes of all Meetings of Owners, maintaining of such enforcement actions as deemed necessary to obtain and maintain compliance with the provisions of this Declaration, including payment of costs, expenses and attorneys fees incurred with regard thereto, and exercising such other authority and discharging such other duties as from time to time established by Owners at any applicable Meeting of Owners.

(b) DECLARANT OR ITS DESIGNEE WILL ACT AS THE OWNER REPRESENTATIVE UNTIL THE EARLIER OF ELECTION OF AN OWNER REPRESENTATIVE BY THE OWNERS OR TERMINATION OF THE DEVELOPMENT PERIOD. Owners shall elect the first Owner Representative at the First Election Meeting of Owners as hereafter provided. Each Owner Representative elected by Owners will serve a term of two years or until their successor is elected and has qualified. Any Owner Representative who is elected by the Owners may be removed at any Meeting of Owners upon the vote of the Owners of a majority of the Lots then contained in the Subdivision, and in such case and at the same Meeting of Owners the Owners shall also elect a new Owner Representative to serve for the remaining term of the removed Owner Representative.

(c) The Owner Representative shall not without prior notice to all other Owners and opportunity for such Owners to respond or comment (i) assess fines or damage assessments, (ii) initiate any foreclosure action or other enforcement action, excluding temporary restraining orders or violations involving a threat to health or safety, or (iii) suspend a right of a particular Owner before the Owner has an opportunity to attend a meeting with the Owner Representative to present the Owner's position, including any defense, on the issue.

(d) If at any time after the Development Period the Owners fail to elect an Owner Representative, or in the event of any other vacancy (including do to the disability or resignation of an Owner Representative), all rights, duties and responsibilities of the Owner Representative shall vest in the Owners until an Owner Representative is elected and qualified at a Meeting of Owners.

3.01.4 Membership. Every Owner must be and is a "Member" of the Association, and as such is subject to and shall have such rights, responsibilities and obligations as set forth in this Declaration and other applicable governing documents. The Association is entitled to rely on the Official Public Records of Real Property of Harris County, Texas in determining such status as an Owner, and may require submission to the Owner Representative of appropriate certified copies of such records as a condition precedent to recognition of status as an Owner. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate any Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot. Memberships shall be appurtenant to and any not be separated from ownership of any Lot, and shall automatically pass with the title to the Lot.

#### 3.01.5 Voting Rights of Owners.

(a) Calculation of Votes. The number of votes which may be cast regarding any matter properly presented for a vote of the Owners (Members) of the Association shall be calculated as follows:

(1) The Owner of each Lot, including Declarant, will have one vote for each Lot owned.

(2) In addition to the vote or votes to which Declarant is entitled by reason Declarant's ownership of one or more Lots as above provided, for every one vote outstanding in favor of any Owner other than Declarant, Declarant will have four additional votes until the expiration or termination of the Development Period.

(b) Multiple Owners. When more than one Person holds an ownership interest in a Lot, all such Persons are Members, but in no event will they be entitled to more than one vote with respect to each particular Lot owned. The single vote, approval, or consent of such joint Owners must be cast or given in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners will be permitted to vote, approve, or consent as to any such matter upon which a majority decision cannot be reached. The vote, approval or consent of any single Owner from among such joint Owners is conclusively presumed to be cast or given in accordance with the decision of the majority of the joint Owners and with their full authority.

(c) Cumulative Voting Prohibited. Cumulative voting is prohibited as to any matter placed before the membership for a vote.

(d) Right to Vote. No Owner may be disqualified from voting in an election or on any matter concerning the rights or responsibilities of the Owner.

#### 3.01.6 Meetings of Owners.

(a) Annual Meetings. A Meeting of Owners shall be held annually, commencing within one year after completion of the initial sale of the first Lot in the Subdivision to an Owner other than Declarant or a builder. During the Development Period the annual Meeting of Owners will be primarily informational. Beginning with the First Election Meeting of Owners as provided in **Section 5.03**, and at each annual Meeting of Owners thereafter, the Owners shall (i) when applicable, elect an Owner Representative as provided in **Section 3.01.3**, (ii) adopt a budget to determine sums necessary and sufficient for payment of all estimated Operating Expenses of the Association for the succeeding calendar year, including for funding of capital, contingency and other reserves, (iii) set the amount of the annual assessment for the succeeding calendar year based on the budget, and determine if the same will be payable annually, semi-annually, quarterly or monthly, and (iv) conduct such other business as determined by the Owners.

(b) Special Meetings. Special Meetings of Owners may be called by the Owner Representative and must be called by the Owner Representative upon receipt of a proper written request from any two other Owners. A proper written request must state a proper purpose or purposes for the special Meeting of Owners, and must be dated and signed by the Owners requesting the same. Any request for a special Meeting of Owners which does not comply with any of the foregoing is not valid for any purpose.

(c) Notices. Except as provided in **Section 5.03** regarding the First Election Meeting of Owners, all Meetings of Owners will be held on such date, at such time and at such place in Harris County, Texas as determined by the Owner Representative. Written notice of each Meeting of Owners must be given by or at the direction of the Owner Representative to the Owners of all Lots not later than the tenth day or earlier than the sixtieth day before the date of the meeting. The notice must state the date, time and place of the Meeting of Owners, and in the case of a special Meeting of Owners the purpose(s) of the meeting. Notice of any meeting is waived by any Owner who attends the meeting in person or by proxy.



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(d) Meeting Officers; Minutes; Costs. Except as provided in Section 5.03 regarding the First Election Meeting of Owners, the Owner Representative shall act as the chairperson for each Meeting of Owners; or, in the absence of the Owner Representative, then the Owners present at the meeting shall elect a chairperson as the first order of business. The chairperson may also act as secretary for the meeting, or the chairperson may appoint any other Member or the Association's management agent to act as the secretary for the meeting. The secretary shall prepare minutes of the meeting and sign the same. All minutes shall be maintained as part of the permanent records of the Association. All costs of preparation and mailing of any notices, copies of minutes and all other proper costs to call or conduct any Meeting of Owners will be paid from the Maintenance Fund.

(e) Voting; Quorum. Each Owner may vote at any Meeting of Owners in person or by proxy. Each Owner may also vote at any Meeting of Owners in any manner permitted by Section 209.00592 of the Texas Property Code pursuant to such procedures as from time to time adopted by the Owner Representative or pursuant to applicable Rules and Regulations. The presence at any Meeting of Owners of not less than a majority of the Lots then contained within the Subdivision, in person or by proxy, and whether or not in good standing, constitutes a quorum. The vote at any Meeting of Owners of a majority of the votes entitled to be cast shall be the act or acts of the Meeting of Owners unless a vote by the Owners of a greater percentage of Lots is specifically required herein.

(f) Alternative Forms. Any Meeting of Owners may also be held by telephone conference, if feasible, or as otherwise provided by Section 6.002 of the Texas Business Organizations Code, or the Members may act by written consent as permitted by Sections 6.201-6.205 of the Texas Business Organizations Code. Any reference herein to a Meeting of Owners includes any alternative form of action as aforesaid.

(g) Notice of Election of Owner Representative. Within a reasonable time after each Meeting of Owners at which an Owner Representative was elected, written notice must be given to the Owners of all Lots stating the name, mailing address, telephone number, and if, applicable, e-mail address of the elected Owner Representative.

### 3.01.7 Association Books and Records.

(a) Maintenance. Each Owner Representative shall keep current and accurate books and records of the business and affairs of the Owner Representative acting in such capacity on behalf of the Owners as herein provided, including financial records, and including minutes of the proceedings at any Meeting of Owners. Promptly after each election of an Owner Representative, the predecessor, as applicable, shall deliver all such books and records to the new Owner Representative. The Owner Representative shall maintain this Declaration and all other governing documents pertaining to the Subdivision permanently, and shall maintain all other books and records for not less than seven years.

(b) Inspection and Copying. Every Owner may inspect and copy books and records maintained by the Owner Representative in accordance with this Declaration and policies adopted at any Meeting of Owners as to the same in accordance with Section 209.005 of the Texas Property Code. Each Owner must request Association books and records in writing from the Owner Representative, stating therein sufficient detail to identify the specific books and records being requested. Each Owner requesting books and records must pay estimated costs for the compilation, production and reproduction of requested books and records in advance. Any difference in estimated and actual production costs must be paid or will

be refunded as provided in Section 209.005 of the Texas Property Code. Estimated and actual production costs may not exceed the costs allowed pursuant to Texas Administrative Code, Section 70.3 as follows:

- (1) black and white 8½"x11" single sided copies=\$0.10 each
- (2) black and white 8½"x11" double sided copies=\$0.20 each
- (3) color 8½"x11" single sided copies=\$0.50 each
- (4) color 8½"x11" double sided copies=\$1.00 each
- (5) PDF images of documents=\$0.10 each
- (6) compact disk=\$1.00 each
- (7) labor and overhead=\$15.00 per hour (IF over 50 pages OR IF documents located in remote storage facility)
- (8) mailing supplies=\$1.00 per mailing
- (9) postage=at cost
- (10) other supplies=at cost
- (11) third party fees=at costs
- (12) other costs=as permitted by current Texas Administrative Code, Section 70.3

(c) Adoption and Amendment of Policies. Declarant during the Development Period and the Owners from time to time thereafter, at any Meeting of Owners by vote of the Owners of not less than a majority of the Lots then contained in the Subdivision, may adopt and amend such other policies regarding Association books and records as deemed necessary or appropriate, including with regard to or concerning inspection or copying of Association documents.

3.01.8 Calculation/Methods for Owner Approval. Whenever approval of Owners is permitted or required by this Declaration, such approval may be obtained (i) by execution of a written consent or approval, (ii) by affirmative vote at a Meeting of Owners, or (iii) by any combination of the foregoing. The Owner seeking approval, either pursuant to **Section 3.03** or pursuant to any other Section of this Declaration, shall be counted in determining compliance with the applicable percentage requirement. The requirement set forth in **Section 3.03** for approval by Owners of not less than two-thirds (2/3rds) of all Lots then contained in the Subdivision also applied to any other Section hereof requiring approval pursuant to **Section 3.03**.

SECTION 3.02 Maintenance Fund.

3.02.1 Establishment. There is hereby established an Maintenance Fund into which will be paid regular assessments, special assessments and specific assessments for the discharge of the functions and duties of the Association and the Owner Representative, including maintenance, repair and replacement of all Subdivision Facilities, and for such other purposes and as otherwise herein provided. Each Owner of a Lot, by acquisition of any right, title or interest therein or acceptance of an executory contract of conveyance, or a deed or other instrument of conveyance therefore, whether or not so expressed therein, covenants and agrees to pay to the Association regular assessments, special assessments and specific assessments, as set forth herein.

3.02.2 Purpose of Maintenance Fund. The Maintenance Fund must be used exclusively for the benefit of the Subdivision and the Owners and occupants thereof, including for the maintenance of all Subdivision Facilities (including any maintenance required by any governmental entity), the discharge of all obligations of the Association and the Owner Representative pursuant to this Declaration and other governing documents, and the payment of all shared costs incident to any of the foregoing and as otherwise approved at any Meeting of Owners, and the doing of any other thing necessary or desirable in the opinion of the Owner Representative and/or the Owners for accomplishment of any of the foregoing, including the establishment and maintenance of reserves for repairs, maintenance, taxes, insurance, Managing Agents fees, and other charges, and the expenditure of funds for the benefit of other properties within the vicinity of the Subdivision if in the judgement of the Owner Representative and/or the Owners the Subdivision will benefit thereby.

3.02.3 Commencement and Proration; Personal Obligation; Transferees.

(a) The obligation to pay assessments shall commence as to each Lot upon completion of the initial sale of each Lot (as defined in **Section 5.02**). Assessments shall be prorated at the time of closing on said initial sale of each Lot from the first day of the month in which the closing occurs. Assessments may be prorated at the time of closing as to each subsequent resale of each Lot as the seller and buyer may agree, but no such agreement will affect in any manner the obligations for payment of assessments as and when due or the obligations of seller and buyer regarding the same as otherwise provided herein or in any other governing documents.

(b) In addition to the assessment lien herein established, each assessment is the personal obligation of each Owner of the Lot charged therewith at the time liability for the assessment accrued notwithstanding any subsequent transfer of ownership. Except as provided in **Sections 3.02.4 and 3.02.10**, each Owner's transferee, whether by purchase, gift, devise or otherwise, and whether voluntary or by operation of law, is also jointly and severally liable for payment of all unpaid assessments owed to the Association at the time of transfer without prejudice to the rights of the transferee to recover from the transferor the amounts paid by said transferee.

3.02.4 Statement of Assessments. Any transferee (or prospective transferee upon presentment of an executed earnest money contract or other writing satisfactory to the Owner Representative) shall be entitled to a statement from the Association setting forth all assessments due as of the date of the written request. The request must be in writing, must be addressed to the Association and must be delivered by registered or certified mail, return receipt requested, or by personal delivery with receipt acknowledged in writing. The Owner Representative may set a reasonable charge for providing a statement of indebtedness, the payment of which is a condition precedent to the Association's obligation to provide the same. Except

for fraud or misrepresentation, if the Association fails to respond to a proper written request for a statement of indebtedness within ten business days after receipt of the request and payment of any applicable charge by the Association, and upon submission of a properly executed registered or certified mail return receipt or delivery receipt evidencing receipt of the request by the Association, upon transfer the transferee is not liable for, nor shall the Lot transferred be subject to a lien for, any unpaid assessments against the Lot accruing prior to the date of the written request.

3.02.5 Uniform Rates for Regular and Special Assessments. Except as hereafter provided regarding Declarant and builder rates, regular and special assessments on all Lots must be fixed at a uniform rate, and must be determined on a per Lot basis.

3.02.6 Base Rate and Subsequent Computation of Regular Assessments.

(a) Initial Base Rate of Regular Assessments; Due Dates. The initial full base rate of the regular annual assessment for 2012 per Lot (and continuing during 2012 and thereafter unless and until modified as herein provided) is ONE THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$1,740.00) per Lot per year. The Owners at a Meeting of Owners shall have the right to require regular annual assessments be paid semi-annually, quarterly or monthly, in advance (instead of annually). In such case, the semi-annual, quarterly or monthly installments of regular annual assessments, as the case may be, shall be rounded upward to the next dollar, and the regular annual assessment shall be automatically adjusted upward by the amount of such rounding. **UNLESS AND UNTIL OTHERWISE DETERMINED BY THE OWNERS AS AFORESAID, THE FULL AMOUNT OF REGULAR ANNUAL ASSESSMENTS SHALL BE DUE AND PAYABLE ANNUALLY, IN ADVANCE, ON THE FIRST DAY OF JANUARY OF EACH CALENDAR YEAR.**

(b) Subsequent Computation of Regular Assessments. DURING THE DEVELOPMENT PERIOD, DECLARANT IS ENTITLED TO SET AND CHANGE THE ANNUAL RATE OF REGULAR ASSESSMENTS AS PROVIDED IN SECTION 3.02.12. Thereafter, the Owners shall adopt a budget at least annually to determine sums necessary and adequate to provide for the expenses of the Association and the Owner Representative for the succeeding twelve month period (including funding of capital, contingency and other reserves). The Owners shall set the annual rate of regular assessments based on the budget, and determine whether the same will be payable annually, semi-annually, quarterly or monthly. At least thirty days written notice of such determinations must be given to the Owners of all Lots if any change is made as to the due dates or amount of the annual rate of regular assessment. **THE FOREGOING NOTICE REQUIREMENT DOES NOT APPLY DURING ALL PERIODS OF TIME DURING WHICH A DELINQUENT ASSESSMENT ACCOUNT HAS BEEN TURNED OVER TO AN ATTORNEY FOR PROCEEDINGS TO COLLECT THE SAME.**

3.02.7 No Waiver or Release. Notwithstanding anything to the contrary herein, the omission or failure for any reason of the Association to mail or deliver a notice of regular assessment or due date for payment thereof does not constitute a waiver, modification or release of an Owner's obligation to pay assessments as otherwise herein provided.

3.02.8 Special Assessments. DURING THE DEVELOPMENT PERIOD, DECLARANT IS ENTITLED TO IMPOSE SPECIAL ASSESSMENTS AS PROVIDED IN SECTION 3.02.12. Thereafter, at any time and from time to time the Owners may approve a special assessment to defray any expenses or to replace any reserves, in whole or in part, at a Meeting of Owners called for such purpose by vote of the

Owners of not less than a majority of the Lots. In like manner the Owners shall also determine the due date(s) and manner of payment as to each special assessment which may include payment in installments.

3.02.9 Specific Assessments.

(a) Types. Specific assessments must be assessed against individual Lots and the Owner(s) thereof at the time liability for same accrues as follows:

(1) Interest. Interest from the due date at the rate of the lesser of eighteen percent (18%) per annum or the maximum legal rate, or such other rate or rates as from time to time determined by the Owners at a Meeting of Owners or as set by the Association's assessment collection policies not to exceed the maximum rate allowed by law, will be charged on all delinquent assessments, annual, special or specific.

(2) Late Charges. A late charge in the amount of TWENTY FIVE DOLLARS (\$25.00) per month, or such other reasonable amount or amounts as from time to time determined by the Owners at a Meeting of Owners or as set by the Association's assessment collection policies, is hereby imposed as to any annual, special or specific assessment which is not paid in full within thirty days after payment of the same is due, beginning from the due date for payment.

(3) Compliance Costs. All expenses reasonably attributable to or incurred by reason of a breach or violation of or to obtain compliance with any provisions of this Declaration or other governing documents must be assessed against the Owner who occasioned the incurrence of such expenses, including reasonable attorney's fees whether incurred prior to, during the pendency of or after successful completion of any actions in a court of competent jurisdiction.

(4) Other Obligations (Including Fines). All other monetary obligations established by or pursuant to this Declaration or other governing documents which are intended to apply to one or several but not all Lots must be assessed against the applicable Owner(s). Such charges may include without limitation reasonable charges for: (i) providing a statement of assessments or indebtedness, including resale certificates; (ii) transfer fees to reflect changes of ownership, tenancy or occupancy on the records of the Association; (iii) charges for processing of applications for architectural approval; (iv) fines for any violation of any provisions of this Declaration or other governing documents, either as determined by the Owner Representative on a case by case basis, or as provided in applicable Rules and Regulations; and (v) any other charges otherwise permitted or authorized by law.

(b) Payment: Waiver. Specific assessments are due and payable immediately upon the occurrence of the event giving rise to liability for payment of same. Failure of the Association to impose or collect any specific assessment is not grounds for any action against the Association, the Owner Representative, or any of their Related Parties, and does not constitute a waiver of the Association's right to exercise its authority to collect any specific assessments in the future. For good cause shown as determined in the sole opinion of the Owner Representative, the Owner Representative may waive, wholly or partially, imposition of any specific assessment; provided, any such waiver is conditioned upon payment in full of all remaining monetary obligations then owed to the Association or receipt of written commitment that same will be paid within a specified period of time.

3.02.10 Lien for Assessments.

(a) Establishment. All sums assessed against any Lot pursuant to this Declaration, whether by annual, special or specific assessment as provided herein, are secured by a continuing lien on such Lot in favor of the Association. The recordation of this Declaration constitutes record notice and perfection of the continuing lien, effective from the date of recordation of this Declaration. To further evidence such lien, the Association may, but is not required to, from time to time prepare and file in the Official Public Records of Real Property of Harris County, Texas, written notice of default in payment of assessments applicable to one or more Lots, in such form as the Owner Representative may direct.

(b) Priority of Lien. The Association's continuing lien is superior to all other liens or encumbrances on each Lot except:

(1) a lien for real property taxes and other governmental assessments or charges on a Lot (a "Tax Lien") to the extent so required by law but not otherwise (it being the intent hereof that the Association's continuing lien is superior to any Tax Lien if permitted by law, including as provided in Section 32.05 of the Texas Tax Code);

(2) a first lien securing payment of purchase money for a Lot, or a lien securing payment for work and materials used in constructing improvements on a Lot (a "First Lien") (i) as to and only as to assessments (regular, special or specific) the obligation for payment of which accrues from or after the applicable First Lien is duly recorded in the Official Public Records of Real Property of Harris County, Texas, and (ii) as to and only to the extent of unpaid sums secured by such First Lien;

(3) an extension of credit (commonly known as a home equity loan) made in accordance with and pursuant to Section 50(a)(6), Article XVI, of the Texas Constitution, as amended; and

(4) a reverse mortgage made in accordance with and pursuant to Section 50(a)(7), Article XVI, of the Texas Constitution, as amended.

(c) Other Liens. Except as provided in **Section 3.02.10(b)** or as otherwise expressly provided herein, all other Persons acquiring liens or encumbrances on any Lot are deemed to consent that such liens or encumbrances are inferior to the Association's lien for assessments, as provided herein, whether or not consent is specifically set forth in, and notwithstanding any contrary provisions in, any instruments creating such liens or encumbrances.

3.02.11 Effect of Nonpayment of Assessments.

(a) Delinquency Date. Any assessments, regular, special or specific, which are not paid by the due date are delinquent as of midnight of the due date.

(b) Automatic Remedies. Except to the extent otherwise required by law or as otherwise expressly agreed in writing by the Owner Representative, if any assessments are not paid by the due date, then:

(1) late charges, interest from the due date, and all compliance costs (including reasonable attorney's fees), all as set forth in **Section 3.02.9**, shall be added to and included in the amount of such assessment;

(2) the Association may notify any credit bureau and/or any mortgagee or other lienholder with respect to the applicable Lot as to any default under the governing documents, including delinquency in payment of assessments and any other monetary amounts due to the Association; and/or

(3) the Association may exercise any other rights and remedies and institute and prosecute such other proceedings as it deems necessary to collect all amounts due.

(c) Action for Debt; Foreclosure; Applications for Expedited Foreclosure.

(1) Each Owner, by acquisition of any Lot within the Subdivision or any right, title or interest therein, expressly grants to and vests in the Association (i) the right and power to bring all actions against each Owner, personally for the collection of all delinquent assessments as a debt; (ii) the right and power to foreclose the Association's continuing lien for assessments by all methods available for the enforcement of a mortgage, deed of trust or any other contractual lien, including foreclosure by an action brought in the name of the Association either judicially or nonjudicially by power of sale; and (iii) a continuing power of sale in connection with the nonjudicial foreclosure of the Association's continuing lien for assessments as herein provided.

(2) The Owner Representative or the Association's managing agent may appoint, in writing, at any time and from time to time, an officer, agent, trustee, or attorney of the Association (the "Trustee") to exercise the power of sale on behalf of and as the agent of the Association, including without limitation to deliver and file the notices required by Section 51.002 of the Texas Property Code (as amended), and to conduct the sale and to otherwise comply with said statute. The Owner Representative or the Association's managing agent may, at any time and from time to time, remove any such Trustee and appoint a successor or substitute Trustee without further formality than an appointment and designation in writing. Except as otherwise provided by this Declaration, the Association will exercise its power of sale pursuant to Section 51.002 of the Texas Property Code (as amended). The Association has the right and power to bid on any Lot at any foreclosure sale, either judicial or nonjudicial, and to acquire, hold, lease, mortgage, or convey the same.

(3) If directed by the Association as above provided to foreclose the Association's continuing lien, Trustee will, either personally or by agent, give notice of the foreclosure sale as required by the Texas Property Code as then in effect, and sell and convey all or part of the applicable property "AS IS", "WHERE IS", and "WITH ALL FAULTS" to the highest bidder, subject to prior liens, encumbrances and any other matters of record and without representation or warranty, express or implied, by Trustee or the Association. The Association shall indemnify, protect, defend and hold harmless the Trustee harmless from and against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the Association's lien or otherwise pursuant to the Declaration or other governing documents, including indemnification for all court and other costs, and attorneys fees incurred by Trustee in defense of any action or proceeding taken against Trustee regarding any of the foregoing.

(4) The filing of suit to collect any sums due hereunder or to foreclose the Association's continuing lien for assessments may never be considered an election so as to preclude

exercise of any other rights or remedies, including without limitation foreclosure under power of sale before or after a final judgment. After foreclosure, either judicial or nonjudicial, the former Owner and anyone claiming under the former Owner must immediately surrender possession to the purchaser. If not, the former Owner and anyone claiming under the former Owner will be mere tenants at sufferance of the purchaser, and the purchaser may obtain immediate possession pursuant to any actions or remedies permitted by law, including an action for forcible detainer or eviction to be maintainable by the purchaser.

(5) Each owner, by acquisition of any Lot within the Subdivision or right, title or interest therein, specifically covenants and stipulates as to each and every Trustee's foreclosure sale that the recitals in any appointment or designation of Trustee, any conveyance by the Trustee and any affidavit of the Trustee or the Association related thereto shall be full proof and evidence of the matters therein stated, that all prerequisites of the foreclosure sale shall be presumed to have been performed, and that the foreclosure sale made under the powers herein granted shall be a perpetual bar against the Owner(s) of the Lot(s) sold and their heirs, executors and administrators, successors and assigns, and any Persons whatsoever claiming or to claim thereunder.

(6) The provisions of this **Section 3.02.11(c)** are subject to Texas Property Code, Section 209.0092 regarding applications for expedited foreclosure and applicable rules of the Texas Supreme Court regarding the same. Without limitation of any other provisions of this Declaration or any other governing documents, Declarant during the Development Period or the Owner Representative thereafter are hereby specifically authorized to amend **Section 3.02.11** in any manner deemed necessary or appropriate as regarding or to conform to applicable provisions or requirements of the Texas Property Code and/or applicable rules pertaining hereto without the joinder or consent of any Owner or any other Person.

(d) Extinguishment of Inferior Liens. Foreclosure of the Association's continuing lien for assessments terminates, extinguishes and forever discharges all inferior or subordinate liens and encumbrances (being all liens and encumbrances except as provided by **Section 3.02.10(b)**) as to the affected Lot).

3.02.12 Declarant Authority and Exemption as to Assessments. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, ALL PROVISIONS SET FORTH IN **SECTION 5.05** HEREOF APPLY REGARDING DECLARANT'S AUTHORITY AND EXEMPTIONS AS TO ASSESSMENTS.

### SECTION 3.03 Architectural Control; Variances.

3.03.1 Approval Required. No building, structure or other improvement may be commenced, placed, constructed, reconstructed, erected or allowed to remain on, below or above the surface of any Lot, and no modification, alteration or addition (including without limitation any exterior alterations or changes as to type of materials, color, roofs, fences or exterior doors or windows) may be made as to any building, structure or other improvement, unless and until the construction plans, detailed specifications and survey or original plot plans showing the location of the building, structure or other improvements have been submitted to and approved in writing by the Owners of not less than two-thirds (2/3rds) of all Lots contained in the Subdivision as to (i) compliance with this Declaration, and (ii) harmony and compatibility with surrounding aesthetics, appearances and patterns of maintenance and use, harmony and compatibility with surrounding buildings, structures and other improvements, and harmony and compatibility with surrounding grades, topography, finished ground elevations, locations, colors, finishes, styles, workmanship, type and quality of materials and designs.



3.03.2 Variance. The Owners of two-thirds (2/3rds) of the Lots as aforesaid may also grant specific variances in writing to the covenants, conditions and restrictions set forth in **Article II**. A variance may be granted only with respect to specific instances upon written request therefor, is not binding with respect to any other request for a variance whether or not similar in nature, and does not constitute a waiver, modification or repeal of any of the provisions of this Declaration except for the limited purpose of and to the extent of the specific variance expressly granted. A variance may be granted only for good cause due to unusual circumstances which are reasonably beyond the control of the Owner requesting same to mitigate or rectify.

SECTION 3.04 Indemnification. To the fullest extent permitted by law and any other governing documents, the Association shall indemnify, protect, defend and hold harmless any person ("Association Representatives") who was, or is, a party, or is threatened to be made a party, to any threatened, pending or completed action, whether civil, criminal, administrative or investigative, by reason of the fact that the person is, or was, an Owner Representative, director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by the person in connection with such action, suit or proceeding if it is found and determined as hereafter provided that the person (i) acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the Association, or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The determination as aforesaid shall be made by the current Owner Representative, or if the current Owner Representative is the person seeking indemnification, then by the Owners at a Meeting of Owners, or in any case by a court of competent jurisdiction which determination shall prevail over any contrary determination by any Owner Representative or the Owners. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful. Notwithstanding the foregoing provisions, and irrespective of and without the need for any determination as aforesaid, the Association shall, to the extent reasonably available, obtain insurance to indemnify, protect, defend and hold all Association Representatives harmless against any liability (y) asserted against and incurred by the person in that capacity; or (z) arising out of the person's status in that capacity.

#### **Article IV**

#### **Maintenance, Insurance and Casualty Losses**

##### **SECTION 4.01 Association Maintenance Responsibilities**

4.01.1 General. The Association will maintain, repair and replace the Subdivision Facilities and keep same in good repair. This maintenance includes, without limitation, maintenance, repair, and replacement of all landscaping and improvements situated on or within the Subdivision Facilities.

4.01.2 Other Facilities or Services. The Association shall maintain such other properties, real or personal, and such other facilities, services and improvements as may be required by governmental authorities, any municipal utility districts or other utility providers, any special tax and development districts, and any other similar entities, such maintenance to be in accordance with applicable contracts, agreements, ordinances, rules, regulations and decisions of such authorities. Declarant is specifically authorized to enter any such contracts or agreements on behalf of the Association, and to bind the Association thereto, and Declarant may amend this Declaration at any time either during or after the Development Period to the extent it deems necessary by reason of any such contract or agreement.

4.01.3 Owner's Liability for Payment of Association Costs. Each Owner, their tenants, and their respective Related Parties, are expressly prohibited from doing anything which could or does (i) increase the Association's costs of insurance or result in cancellation or diminution in insurance coverage, (ii) cause damage to any Subdivision Facilities, or (iii) increase costs of maintenance, repair, replacement, management, operation or discharge of any other obligations of the Association regarding the Subdivision Facilities, or any other areas maintained by the Association. Regardless of availability of insurance coverage, the Association may charge to each responsible Owner, as a specific assessment, all increased costs and all other damages resulting, directly or indirectly, from the acts or omissions of an Owner, their tenants, or their respective Related Parties, in violation of the foregoing provisions.

SECTION 4.02 Maintenance of Residences, Landscaping and Other Improvements. Each Owner and occupant shall maintain the exterior of each Owner's residence, garage, and all other buildings, structures, fences, walls, recreational equipment and improvements located upon each Owner's Lot, in an attractive, sound and well maintained condition, including proper maintenance and repair as needed of paint, bricks, siding, roofs, rain gutters, downspouts, exterior walls and all other exterior portions of the Owner's residence and garage. Without limitation of the foregoing, each Owner shall provide proper repair and maintenance as and when needed as follows (the term "residence" includes garage, as applicable):

4.02.1 Exterior Paint. The exterior paint on each Owner's residence must be maintained so that no portion thereof peels, scales or cracks excessively, and all painted portions remain neat and free of mildew and discoloration. Any change of exterior colors or color scheme must be approved as provided in Section 3.03.

4.02.2 Windows. The windows must be maintained so that no caulking thereon is chipped or cracked and no window panes are cracked or broken.

4.02.3 Exterior Doors. All exterior doors, including garage doors, must be maintained, repaired, replaced and/or repainted as needed to prevent an unkept or unsightly appearance and such as to maintain same in proper working condition, including replacement as needed of damaged or dented garage door panels and any cracked or broken glass in any door.

4.02.4 Exterior Woodwork. The exterior woodwork on each Owner's residence, and all windowsills, door jams and thresholds, framing, hinges, latches and locks, must be maintained so that it remains whole, sound, neat and fully operational.

4.02.5 Roof. The roof on each Owner's residence must be maintained to prevent sagging, to prevent leaks, so that all shingles are properly secured, curled or damaged shingles are replaced and no worn areas or holes are permitted to remain, and such that the structural integrity and exterior appearance of the roof is maintained.

4.02.6 Rain Gutters and Downspouts. The rain gutters and downspouts on each Owner's residence, if any, must be maintained so that all are properly painted or treated to prevent rust and corrosion, are properly secured to roof, eaves, gables or exterior walls (as the case may be), are maintained without holes, and are promptly repaired or replaced if dented or otherwise damaged.

4.02.7 Concrete Areas. All concrete areas on each Owner's Lot, including sidewalks and any driveway, must be maintained, repaired and replaced as needed to maintain their appearance and

functional and structural integrity. Without limitation of the foregoing, all such areas must be maintained so that all cracks are appropriately patched or surfaced as they appear, expansion joints are maintained, repaired or replaced, as needed, and oil, grease and other stains are removed as they appear, and all such areas must be kept free of weeds, grass or other vegetation.

4.02.8 Fences and Walls. All fences or walls erected on each Owner's Lot must be maintained as provided in **Section 2.12**.

4.02.9 Recreational Equipment. All recreational equipment, must be maintained to prevent any unsightly or unkept condition.

4.02.10 Landscaping. Unless otherwise maintained by the Association, all grass, shrubbery, trees, flower beds, vegetation and all other landscaping, either natural or artificial, on each Lot must be properly irrigated and otherwise properly maintained at all times in accordance with the seasons as reasonably necessary to obtain and maintain on a consistent and continuing basis a sanitary, healthful and attractive condition and appearance and to eliminate any condition which may create any unsanitary condition or become a harborage for rodents, vermin or other pests, including without limitation regular mowing and edging of grass, and, if any grass or shrubs become diseased or die, prompt replacement thereof with grass or shrubs of like kind and quality. IN ANY CASE WHERE A LOT ABUTS A STREET, THE OWNER SHALL IRRIGATE AND MAINTAIN ALL LANDSCAPING TO THE STREET CURB REGARDLESS OF WHETHER THE LOT LINE IN FACT EXTENDS TO THE STREET CURB UNLESS OTHERWISE APPROVED AT A MEETING OF OWNERS.

SECTION 4.03 Utilities. The Owner of each Lot must maintain in proper working order, and on a continuing basis, all sanitary sewer lines and facilities, drainage or storm water lines and facilities, water pipelines, water sprinkler system, water meters and related water lines and facilities, electrical and gas lines, meters and facilities, telephone and any other telecommunication lines, devices or facilities, and all other facilities, utilities and services which service each Lot (the "Owner Utilities"), regardless of the location of the Owner Utilities, save and except to the extent all Owners are expressly required by this Declaration to provide such maintenance or to the extent maintenance of any Owner Utilities is provided and actually performed by any governmental entity or utility company. Utilities which service more than one Lot must be maintained, repaired and replaced by all of the Owners of the multiple Lots served, pro rata, or in such other proportions as determined by Owners at a Meeting of Owners when the circumstances clearly demonstrate that a different manner of allocation is required. UTILITY LINES, DEVICES AND RELATED FACILITIES FOR OWNER UTILITIES WHICH SERVICE EACH LOT MAY BE LOCATED UPON MULTIPLE LOTS BY OR WITH THE CONSENT OF DECLARANT DURING THE DEVELOPMENT PERIOD. ALL SUCH UTILITY LINES, DEVICES AND RELATED FACILITIES ARE DEEMED TO BE A PART OF THE OWNER UTILITIES FOR THE APPLICABLE LOT OR LOTS SERVICED BY SAME. SUBJECT TO APPLICABLE PROVISIONS OF **SECTION 4.06.1** REGARDING NOTICE, DURATION, USAGE AND RESTORATION, EACH LOT IS SUBJECT TO BLANKET EASEMENTS FOR PURPOSES OF CONTINUING MAINTENANCE OF ALL SUCH UTILITY LINES, DEVICES AND RELATED FACILITIES, INCLUDING REGARDING "A/C UNITS" AS PROVIDED IN **SECTION 4.06.6**, AND FOR MAINTENANCE, REPAIR, RECONSTRUCTION AND REPLACEMENT OF SAME BY THE APPLICABLE OWNER AND SUCH OWNER'S RELATED PARTIES.

SECTION 4.04 Casualty Losses - Owner Responsibilities.

4.04.1 Required Repair; Permitted Removal. Whether or not insured, in the event of damage, casualty loss or other destruction to all or any portion of a residence, garage, building, structure or other improvement (a "Damaged Improvement"), the Damaged Improvement must be repaired, reconstructed or replaced in its entirety, or it must be demolished and removed as hereafter provided.

4.04.2 Manner of Repair or Removal. All repair, reconstruction or replacement of any Damaged Improvement must be performed in such manner as to restore the Damaged Improvement to substantially the same exterior dimensions and appearance (including as to color, type and quality of materials and architectural style and details) as, and must be located in substantially the same location as, when the Damaged Improvement was originally constructed, or to such other appearance, condition and/or location as approved by Owners as provided in **Section 3.03**. In the case of demolition and removal, the Damaged Improvement must be removed in its entirety, including removal of any foundation, and all other restoration work performed, including grading and sodding, as is required such that after demolition and removal prevailing community standards are maintained.

4.04.3 Time Limits. All work regarding a Damaged Improvement must be completed within one hundred twenty days as to a residence, including appurtenant garage, and within sixty days as to any other Damaged Improvement after the date of occurrence of the damage, casualty loss or other destruction; or, where such work cannot be completed within the applicable period of time, the work must be commenced within such period and completed within a reasonable time thereafter. In all events, all such work must be completed within one hundred eighty days as to a residence, including appurtenant garage, and within ninety days as to any other Damaged Improvement after the date of occurrence of the damage, casualty loss or other destruction unless, for good cause shown, a longer period is approved by Owners as provided in **Section 3.03**.

4.04.4 Utilities. Notwithstanding any other provisions hereof to the contrary, and whether or not insured, any damage or destruction to utility lines or other facilities which disrupt or interfere with utility services to any other Lot, residence or Subdivision Facilities must be repaired or replaced as soon as practical. All due diligence must be exercised to complete all such repairs or replacements, including installation of temporary utility lines or other temporary facilities pending completion of the repairs and/or replacements if necessary to prevent disruption of utility services to any other Lot, residence or Subdivision Facilities.

4.04.5 Owner Approval Required. All work and any other activities pursuant to the requirements of this Section must be approved by Owners as provided in **Section 3.03**.

SECTION 4.05 Insurance.

4.05.1 Owner Insurance. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS DECLARATION, OBTAINING OF LIABILITY AND PROPERTY INSURANCE REGARDING AND FOR EACH LOT AND ALL IMPROVEMENTS THEREON (INCLUDING RESIDENCE AND APPURTENANT STRUCTURES AND THE CONTENTS THEREOF) IS THE SOLE RESPONSIBILITY OF THE OWNER THEREOF.

4.05.2 Association Insurance. To the extent reasonably available, the Association shall maintain property insurance on all insurable Subdivision Facilities insuring against all risk of direct physical

loss commonly insured against, including fire and extended coverage, in a total amount of at least eighty percent of the replacement cost or actual cash value of the insured property, comprehensive liability insurance, including medical payments insurance, libel, slander, false arrest and invasion of privacy coverage, and covering all occurrences commonly insured against for death, bodily injury, and property damage, and such other insurance as determined by the Owners as hereafter provided. THE ASSOCIATION, THE OWNER REPRESENTATIVE AND THEIR RELATED PARTIES ARE NOT LIABLE FOR FAILURE TO OBTAIN ANY INSURANCE COVERAGE OR TO OTHERWISE COMPLY WITH ANY OTHER PROVISIONS OF THIS SECTION REGARDING SAME IF SUCH FAILURE IS DUE TO UNAVAILABILITY OR TO EXCESSIVE COSTS AS DETERMINED BY THE OWNERS, OR FOR ANY OTHER REASON BEYOND THE REASONABLE CONTROL OF THE ASSOCIATION.

4.05.3 Coverage Requirements. THE TYPES AND FORMS, AMOUNTS, DEDUCTIBLES, LIMITS AND ALL OTHER TERMS OF AND INSURANCE COVERAGE AS PROVIDED IN SECTIONS 4.05.1 AND 4.05.2 SHALL BE DETERMINED FROM TIME TO TIME AT APPLICABLE MEETINGS OF OWNERS.

SECTION 4.06 Easements.

4.06.1 Owner's Access Easement.

(a) Defined. Each Lot is subject to a non-exclusive access easement for the inspection, construction, maintenance, repair and replacement of improvements located upon any adjacent Lot (the "Accessing Lot") for usage by an Accessing Lot Owner or tenant, and their Related Parties. The Lot being accessed is herein referred to as the "Easement Lot". This access easement area on the Easement Lot (the "Access Area") consists of a strip of land abutting the nearest boundary line of the Accessing Lot of not less than three feet and to such additional area as may be reasonably required, provided that the Access Area shall not in any event extend past the exterior wall of any residence or garage, or the foundation of either. THIS ACCESS EASEMENT AREA MAY BE UTILIZED ONLY WHEN AND TO THE EXTENT SAID CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT CANNOT BE REASONABLY CONDUCTED WITHIN THE BOUNDARIES OF THE ACCESSING LOT. Except in the case of an emergency, in no event will such easement extend to any part of the single family residence garage, or other building located on the Easement Lot.

(b) Notice: Duration. Prior to use of the Access Area, the Owner or occupant of the Accessing Lot must give written notice of intent to utilize the Access Area stating therein the nature of intended use and the duration of such usage. Such notice must be delivered to the Owner or occupant of the Easement Lot at the street address thereof by regular or certified mail or personal delivery, or by attaching same to the front door of the residence located upon the Easement Lot. If by mail, such notice must be given at least ten days prior to use of the Access Area; and if by personal delivery or affixing to the front door, such notice must be given at least seven days prior to use of the Access Area. In case of emergency the Accessing Lot Owner or occupant may commence and continue usage of the Access Area without giving the foregoing notice for so long as is reasonably necessary to control the emergency and complete work necessitated thereby, but must proceed with giving of the required notice as soon as practical after commencement of usage.

(c) Usage. Usage of the Access Area is limited to the minimum reasonable amount of time and area required to complete necessary work to preserve, protect, construct, maintain, repair, and replace the residence or other structures and improvements located on the Accessing Lot. Work during

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the usage period must be conducted in such manner as to minimize so far as reasonably possible inconveniences and disruptions to the Easement Lot and its occupants. Except in case of emergency or unless otherwise authorized by the Owner or occupant of the Easement Lot, work during the usage period may not be conducted during legal holidays or any Sunday and must otherwise be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturdays.

(d) Restoration. Promptly after completion of usage of an Access Area, the Accessing Lot Owner or occupant must thoroughly clean the Access Area and repair and restore same to substantially the same condition that existed at the time of commencement of usage.

4.06.2 Blanket Access Easement. Declarant hereby reserves in favor of all Owners a continuing non-exclusive easement upon, over, under and across each Lot, and as to the exterior of the residence and garage thereon, and as to the exterior and interior of any other improvement thereon, to the extent reasonably necessary for the performance of any of the joint functions or duties of all Owners as hereby provided or exercise of any of their rights regarding same under this Declaration. Prior to exercise of such easement rights written notice must be given to the Owner or occupant of the affected Lot stating the expected date of commencement of usage, the nature of the intended use and anticipated duration of such usage. The notice may be given either as permitted in **Section 4.05** hereof, or by affixing the notice to the front door of the residence on the applicable Lot. The notice must be given at least ten days before the expected date of commencement of usage. In case of an emergency the right of entry and usage shall be immediate without notice, but in such case notice as aforesaid shall be given as reasonable soon as practicable.

4.06.3 Governmental Functions; Removal of Obstructions. Blanket non-exclusive easements and rights-of-way are hereby granted to the city, county and other governmental authorities having jurisdiction over the Subdivision, to all police, fire protection, ambulance and other emergency vehicles, to garbage and trash collection vehicles and other service vehicles, to the United States Post Office and similar services, and to the respective agents and employees of all of the foregoing, for access, ingress and egress upon, over and across any portion of each Lot and throughout the Subdivision for purposes of the performance of any official business without liability of any kind. **THE CITY AND OTHER GOVERNMENTAL AUTHORITIES AS AFORESAID ARE ALSO SPECIFICALLY AUTHORIZED TO REMOVE OBSTRUCTIONS IF NECESSARY FOR EMERGENCY AND SERVICE VEHICLE ACCESS, AND TO ASSESS THE COST OF REMOVAL TO THE OWNER OF AND/OR ANY OWNER OR OTHER PERSON WHO CREATED THE OBSTRUCTION.**

4.06.4 Certain Subdivision Facilities. During the Development Period, Declarant may establish within the Subdivision (including upon any Lot) such easements as Declarant may determine for the placement and maintenance of (i) "A/C Unit" banks as provided in **Section 4.06.6**, mail box banks, and/or water meters, water meter banks, master water meters or water meter vaults, and/or electrical meters or electrical meter banks, and any other similar utility lines, devices or facilities designed to serve two or more single family residences, including entry, access and exit areas as to same, (ii) Subdivision entry and/or other identification signs and/or monuments, and (iii) patrol or security access limiting type structures or devices obtained for maintenance by the Association for such purposes, including without limitation the controlled access gate, gate operators and related structures or devices to be located at the entry to the Subdivision. **PERMANENT EASEMENTS SHALL BE DEEMED TO HAVE BEEN ESTABLISHED BY DECLARANT AS TO ANY SUCH SUBDIVISION FACILITIES PLACED OR CONSTRUCTED UPON ANY LOT BY DECLARANT DURING THE DEVELOPMENT PERIOD. AS TO EACH SUCH SUBDIVISION FACILITY, THE AFORESAID EASEMENT SHALL EXTEND TO THE AREA OF LAND COVERED**

BY THE SUBDIVISION FACILITIES, TOGETHER WITH REASONABLE WORKING SPACE AND NECESSARY RIGHTS OF INGRESS, EGRESS AND REGRESS FOR PURPOSES OF THE INSTALLATION, MAINTENANCE, OPERATION, REPAIR AND REPLACEMENT OF THE FACILITY. Declarant may, but is not required to, file a formal easement or easements covering any such Subdivision Facilities in the Official Public Records of Real Property of Harris County, Texas, either during or after termination of the Development Period.

#### 4.06.5 Utilities.

(a) Easements as shown on an applicable recorded Plat or otherwise of record and rights of ingress, egress and regress as to same for installation, maintenance and operation of utilities and drainage facilities are reserved. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or operation of utilities. The easement areas of each Lot and all improvements therein or thereon shall be maintained by the Owner of the Lot, except those improvements of a public authority or utility which shall be maintained by such authority or utility. The title to a Lot shall not include title to any utility facilities located within easements or streets. No public authority or utility shall be liable for damage to any plants, structure or buildings located in or on such easements or streets because of the installation or maintenance of the utility facilities.

(b) In addition to all other applicable easements as established herein or by any Plat, a private non-exclusive easement is hereby granted under any private Street located within the Subdivision for purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing any electrical, water, sewer, gas, cable television and any other utilities, together with rights of ingress and egress to or from any such easement. This easement shall not include by implication or otherwise any appurtenant aerial easement.

(c) Declarant during the Development Period and the Owners acting pursuant to a Meeting of Owners thereafter may also extend, from time to time and at any time, any part of or all of the Drainage Easements established pursuant to **Section 2.07** to permit temporary or permanent usage of same for the purposes of installing, maintaining, repairing, replacing or removing any utilities, including but not limited to, water, sewer, gas, electric, cable or telecommunication (a "Utility Easement"). Without limitation, the foregoing shall include the right of Declarant during the Development Period to locate and maintain upon any Lot any meters, submeters, backflow valves and any other lines, pipes, equipment or facilities related to providing of water, storm water, storm water detention, sewer or related services to the Subdivision.

#### 4.06.6 A/C Condensing Units.

(a) General. Declarant may place or approve placement of air conditioner condensing units and related pads, wiring, lines, conduits and devices (an "A/C Unit") along any Lot line of a residence in such manner that the A/C Unit encroaches on an adjacent Lot (i) to a distance of not more than forty-eight inches (48") in the case of an A/C Unit located along the Zero Lot Line of a residence, and (ii) to a distance of twenty-four inches (24") in any other case. In either case, it shall be deemed that the Owner of the encroached upon property, has granted perpetual easements (x) for continuing placement of the A/C Unit(s) thereon, and (y) for maintenance, repair and replacement of the A/C Unit(s) in substantial compliance with the original installation of the A/C Unit(s). To the extent the Owner of the Lot with the encroaching A/C Unit(s) do not otherwise have reasonable outside access from the front of the residences to the rear of the

residence, the Owner of the encroached upon property shall also be deemed to have granted a perpetual easement for ingress, egress and regress to and around the A/C Unit(s) and over the encroached upon property to the extent reasonably necessary for such access. The A/C Unit(s) may also be enclosed by property line fencing around the part(s) of the A/C Unit(s) which extend over the Lot line in such manner as may be approved by Declarant or the Owners as provided in **Section 3.03**. Declarant or the Owners pursuant to **Section 3.03** may also prohibit fencing along the common boundary line along which one or more A/C Units encroach, and/or limit fencing to enclosure at the front and back of the residence sharing the common boundary line (with gates).

(b) A/C Unit Banks. Without limitation of the preceding subsection, during the Development Period Declarant may place or authorize placement of multiple A/C Units upon one or more Lots such that the multiple A/C Units service one or more Lots other than the Lot(s) upon which the A/C Units are located. In such event the easements as established by **Sections 4.06.1 and 4.06.2** and as provided in the preceding subsection regarding placement, maintenance, repair and replacement apply to all such multiple A/C Units and also extend to any wires, lines, conduits and devices extending from each such A/C Unit to the Lot to be serviced by the applicable A/C Unit.

(c) Access. The provisions of **Section 4.06.1** regarding notice, duration, usage and restoration apply to exercise of the easement rights granted by this **Section 4.06.6**.

4.06.7 Egress/Regress to Public Way Required. All single family residences shall be constructed, and thereafter same and related improvements shall be maintained, such that a continuous and unobstructed means of ingress, egress and regress to a common public way is maintained in accordance with applicable building codes and ordinances.

4.06.8 Easements Reserved. Title to any Lot conveyed by contract, deed or other conveyance may not be held or construed in any event to include the title to any easement established by or pursuant to this Declaration, including this **Section 4.06**, and including but not limited to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telephone or other telecommunication, or any pipes, lines, poles, or conduits on or in any utility facility, service equipment or appurtenances thereto. Easement rights established by or pursuant to this Declaration, including this **Section 4.06**, may not, once established or obtained, be adversely effected by any amendment of this Declaration. The foregoing does not limit subsequent abandonment or other modification of easement rights in accordance with applicable instruments covering any easement, by consent or agreement of the affected parties, or as otherwise provided by law.

## **Article V** **Development Period**

**SECTION 5.01 Application**. Notwithstanding any other provisions of this Declaration to the contrary, the provisions of this **Article V** apply during the Development Period (and thereafter as herein provided).

**SECTION 5.02 Declarant's Development Authority and Easements; "Development Activities," "Authorized Builder" and "Completion of the Initial Sale" Defined**.

5.02.1 NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, DECLARANT HEREBY RESERVES AND RETAINS FULL AND EXCLUSIVE AUTHORITY TO GRANT



ARCHITECTURAL APPROVALS AND/OR VARIANCES PURSUANT TO SECTION 3.03 AND ENGAGE IN ANY AND ALL DEVELOPMENT ACTIVITIES REGARDING EACH LOT AND THE SUBDIVISION UNTIL COMPLETION OF THE INITIAL SALE OF EACH LOT TO AN OWNER OTHER THAN DECLARANT OR A BUILDER AUTHORIZED BY DECLARANT TO CONDUCT DEVELOPMENT ACTIVITIES IN THE SUBDIVISION (AN "AUTHORIZED BUILDER") WHETHER OR NOT COMPLETION OF THE INITIAL SALE OCCURS DURING OR AFTER THE DEVELOPMENT PERIOD. WITHOUT LIMITATION OF THE FOREGOING, DECLARANT IS NOT REQUIRED TO OBTAIN ARCHITECTURAL OR ANY OTHER APPROVAL FROM ANY OWNER OR ANY OTHER PERSON AS TO ANY OF THE FOREGOING. "DEVELOPMENT ACTIVITIES" MEANS AND INCLUDES ALL ACTIVITIES REGARDING CONSTRUCTION, DEVELOPMENT, MARKETING AND SALE OF A SINGLE FAMILY RESIDENCE AND ALL OTHER IMPROVEMENTS UPON EACH AND ALL LOTS, PROVIDING FOR AND CONSTRUCTION AND DEVELOPMENT OF UTILITIES AND/OR SUBDIVISION FACILITIES, AND CONDUCTING OF ALL OTHER CONSTRUCTION, DEVELOPMENT, MARKETING AND SALES ACTIVITIES DEEMED NECESSARY OR APPROPRIATE BY DECLARANT FOR COMPLETION OF UTILITIES, SUBDIVISION FACILITIES AND ANY AND ALL OTHER IMPROVEMENTS WITH IN THE SUBDIVISION.

5.02.2 In addition to, but without limitation of the foregoing, until completion of all Development Activities, including the sale of all Lots to an Owner other than Declarant or an Authorized Builder, Declarant and any Authorized Builder are specifically authorized to (i) maintain models, (ii) have, place and maintain any "signs" (as defined in Section 2.12) and any other promotional devices within the Subdivision, (ii) conduct from time to time an "open house", and similar events for realtors, prospective purchasers and the public in general, and (iv) in conjunction with any Development Activities, to leave limited access gates, if any, open for any periods of time (or at all times) and otherwise provide for or permit access to the Subdivision by any personnel involved in any Development Activities, to prospective purchaser, to realtors and to any other persons as Declarant reasonably determines is necessary or convenience to the conducting of any Development Activities.

5.02.3 Declarant and any Authorized Builder, and their agents or employees (including any contractor or subcontractor) are entitled during the Development Period to use and exercise all easements set forth in this Declaration for, and Declarant may grant or exercise such additional easements for, ingress, egress and usage as Declarant deems appropriate or necessary for conducting of any and all Development Activities. In addition to, but without limitation of the foregoing, until completion of all Development Activities within the Subdivision, Declarant and any Authorized Builder shall also have a temporary construction easement upon, under, over, across and above each Lot and all Subdivision Facilities for purposes of installation, construction and completion of the residence, garage and any other structures or improvements upon any adjacent Lot or Subdivision Facilities and the conducting of any other Development Activities in relation thereto, provided that this easement shall not extend in any manner to the interior of any residence or garage owned by an Owner other than Declarant or an Authorized Builder and may not be utilized in such manner as to block ingress or egress as to same, and provided further that Declarant or any Authorized Builder utilizing this easement shall restore any parts of the Lot or Subdivision Facilities affected by such usage to as nearly as practicable the same condition it was prior to such usage promptly upon completion of such usage.

5.02.4 As used in the Declaration, and as to each Lot, "completion of the initial sale" means and occurs upon substantial completion of the construction of a single family residence and related improvements upon the Lot and the sale of the Lot to a Person other than Declarant or an Authorized Builder for use and occupancy of the Lot for a single family residence.

SECTION 5.03 First Election Meeting of Owners.

5.03.1 Within a reasonable time after termination of the Development Period, or such earlier date as determined by Declarant, Declarant shall send notice to the Owners of all Lots requesting the Owners call and conduct the "First Election Meeting of Owners." Declarant may designate any Member/Owner in the notice as chairperson for the meeting. If Declarant does not designate a chairperson, then the Owners must designate a Member/Owner to act as chairperson by agreement of the Owners of a majority of the Lots. The designated chairperson must call and conduct the First Election Meeting of Owners within ninety days after the date of Declarant's notice, and must give notice of the meeting to Declarant and to the Owners of all other Lots. The Owners shall otherwise conduct the First Election Meeting of Owners as provided in **Section 3.01.6.** Declarant may but is not required to attend the meeting. The Owner of each Lot is entitled to one vote at the first Meeting of Owners on each matter coming before the meeting.

5.03.2 For a period of two years following termination of the Development Period, Declarant must be given written notice of election by Owners of an Owner Representative within ten days after the election. The notice must state the name, mailing address, telephone number, and, as applicable, the e-mail address of the Owner Representative. Within a reasonable time after receipt of the notice regarding election of the first Owner Representative by Owners, Declarant will turn over to the Owner Representative so designated by Owners all funds, books and records of the Association, if any, then in the possession or control of Declarant.

5.03.3 IF THE OWNERS FAIL TO ELECT AN OWNER REPRESENTATIVE OR TO GIVE DECLARANT WRITTEN NOTICE THEREOF WITHIN TWO YEARS PLUS ONE DAY AFTER THE DATE OF DECLARANT'S NOTICE REQUESTING OWNERS HOLD THE FIRST ELECTION MEETING OF OWNERS, THEN (i) ALL FUNDS OF THE ASSOCIATION REMAINING IN THE POSSESSION OR CONTROL OF DECLARANT, IF ANY, WILL BE DEEMED ABANDONED AND EXCLUSIVE OWNERSHIP THEREOF SHALL BE AUTOMATICALLY TRANSFERRED TO DECLARANT, AND (ii) ALL BOOKS AND RECORDS OF THE ASSOCIATION REMAINING IN THE POSSESSION OR CONTROL OF DECLARANT, IF ANY, MAY BE STORED AT THE EXPENSE OF THE ASSOCIATION, AND AT ANY TIME AFTER EXPIRATION OF FOUR YEARS MAY BE DESTROYED.

5.03.4 UPON TERMINATION OF THE DEVELOPMENT PERIOD (INCLUDING BY ELECTION BY OWNERS OF AN OWNER REPRESENTATIVE), THEN (i) DECLARANT (OR ANY OTHER PERSON DESIGNATED BY DECLARANT) SHALL BE AUTOMATICALLY REMOVED AS AN OWNER REPRESENTATIVE AND THEREBY FULLY RELEASED AND DISCHARGED FROM ANY FURTHER RIGHTS, DUTIES, LIABILITIES AND RESPONSIBILITIES REGARDING THE ASSOCIATION OR THE SUBDIVISION, AND (ii) THE ASSOCIATION AND ITS MEMBERS BECOME WHOLLY AND SOLELY RESPONSIBLE FOR THE MANAGEMENT, MAINTENANCE AND OPERATION OF THE ASSOCIATION AND THE SUBDIVISION, INCLUDING WITHOUT LIMITATION FULL AND SOLE ASSUMPTION BY THE ASSOCIATION OF ALL MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION.

SECTION 5.04 Subdivision Facilities. DURING THE DEVELOPMENT PERIOD DECLARANT MAY PROVIDE AND CONSTRUCT SUCH SUBDIVISION FACILITIES AS DECLARANT MAY DESIRE. ONCE PROVIDED OR CONSTRUCTED, ALL COSTS AND EXPENSES OF THE OPERATION, MANAGEMENT, MAINTENANCE, REPAIR AND REPLACEMENT OF SUBDIVISION FACILITIES, INCLUDING ALL COSTS AND EXPENSE OF INSURANCE THEREON AND ALL

TAXES COVERING OR FAIRLY ALLOCABLE THERETO, WILL BE PAID BY THE ASSOCIATION (EITHER DIRECTLY OR BY REIMBURSEMENT TO DECLARANT) REGARDLESS OF WHETHER OR NOT TITLE HAS BEEN TRANSFERRED OR CONVEYED TO THE ASSOCIATION AND REGARDLESS OF WHETHER OR NOT ANY APPLICABLE CONTRACT, AGREEMENT OR OTHER ARRANGEMENT FOR OPERATION, MANAGEMENT, MAINTENANCE, REPAIR OR REPLACEMENT IS IN THE NAME OF, IS PROCURED THROUGH OR HAS BEEN TRANSFERRED OR ASSIGNED TO THE ASSOCIATION. ANY RIGHT, TITLE OR INTEREST TO ALL SUBDIVISION FACILITIES, REAL OR PERSONAL, WILL BE TRANSFERRED, CONVEYED OR ASSIGNED TO THE ASSOCIATION ON AN "AS IS", "WHERE IS" AND WITH ALL FAULTS" BASIS, AND, EXCEPT FOR SPECIAL WARRANTY OF TITLE BY, THROUGH OR UNDER DECLARANT, WITHOUT ANY COVENANT, WARRANTY, GUARANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW.

SECTION 5.05 Declarant Authority and Exemption as to Assessments.

5.05.1 NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, DECLARANT IS EXEMPT FROM PAYMENT OF ANY ANNUAL, SPECIAL OR SPECIFIC ASSESSMENTS UNTIL THE FIRST DAY OF JANUARY FOLLOWING TERMINATION OF THE DEVELOPMENT PERIOD. DURING THE DEVELOPMENT PERIOD DECLARANT MAY ALSO EXEMPT ANY AUTHORIZED BUILDER FROM PAYMENT OF ANNUAL, SPECIAL OR SPECIFIC ASSESSMENTS, IN WHOLE OR IN PART. IN THE EVENT OF RE-ACQUISITION OF OWNERSHIP OF ANY LOT BY DECLARANT, THE RATE OF ASSESSMENT THEN APPLICABLE TO DECLARANT SHALL AGAIN APPLY IN ACCORDANCE WITH THIS SECTION. The forgoing shall also apply to any Lot used by Declarant or an Authorized Builder for a model residence or other development, marketing or sales purposes regardless of whether record title remains in Declarant or an Authorized Builder (such as, for example but without limitation, in the case of the sale of a resident to an Owner and lease back to Declarant for use as a model). In such cases, completion of the initial sale as provided in **Section 5.02** shall not be deemed to have occurred until the first day of the month following termination of any such use of the Lot by Declarant or an Authorized Builder.

5.05.2 During the Development Period Declarant is entitled to established all Association budgets and to set and change the amounts of regular and specific assessments and/or to impose special assessments without the joinder, vote or consent of any Owner or any other Person, and without further formality than giving of notice thereof to the Owners to the extent notice by the Association would otherwise be required by this Declaration.

5.05.3 During the Development Period Declarant will only budget for such operating expenses of the Association as Declarant deems to be essential to the operation of the Association, and Declarant's determinations as to same (and as to any other matters pertaining to the provisions of this **Section 5.05**) are final. In addition to and not in limitation of the foregoing, and notwithstanding any other provisions of this Declaration or any other governing documents, during the Development Period Declarant is not required to budget for or to otherwise collect any funds for payment of any capital expenditures (determined in accordance with generally accepted accounting principles), or for payment to or funding of any capital, contingency or other reserves.

5.05.4 Declarant may advance funds to the Association or directly pay for costs and expenses of the Association. In either case Declarant shall be entitled to reimbursement from the Maintenance Fund upon demand and presentment of a reasonable itemization, whether made during or after

the Development Period. Reimbursement shall be without interest if paid within thirty days after demand. Thereafter, interest will accrue at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less.

SECTION 5.06 Amendment of Governing Documents or Plat; Changes in Composition. During the Development Period Declarant reserves the sole and exclusive right, without joinder, vote or consent of, and without notice of any kind to, any Owner or any other Person (i) to amend, modify, revise or repeal, from time to time and at any time, this Declaration and any other governing documents, (ii) to prepare, amend, modify, revise or repeal any Plat covering or to cover the Subdivision, including without limitation elimination, change or reconfiguration of any Lots, reserves, compensating open space, street, private access easement or any other parts, features, depictions, descriptions, notes, restrictions and any other aspects of any Plat, or any amendment or revisions thereof, (iii) to designate, construct or expand the Subdivision Facilities, and to modify, eliminate, discontinue, reconfigure, redesign, redesignate or in any other manner change the Subdivision Facilities, (iv) to grant one or more residential use easements in any part of any reserve in favor of any Owner whose Lot or part thereof abuts a reserve, in which case the area of land covered by each residential use easement shall be appurtenant to and shall be subject to all applicable provisions of this Declaration and all other applicable governing documents to the same extent as the applicable abutting Lot, and to all other provisions of the residential use easement grant, (v) to combine the Subdivision with any other real property, any part of which is located within five miles from any part of the Subdivision as configured at the time of the combination, and to amend this Declaration and any other governing documents accordingly, and (vi) at any time either during or within seven years after expiration or termination of the Development Period, to annex in to and to make a part of the Subdivision any other real property, any part of which is located within five miles from any part of the Subdivision as configured at the time of the annexation, and to amend this Declaration and any other governing documents accordingly. Any such amendment, modification, revision, repeal, residential use easement, combination, annexation or other matter as aforesaid shall be effective from and after filing of notice thereof in the Official Public Records of Real Property of Harris County, Texas except to the extent expressly otherwise provided in the applicable notice.

SECTION 5.07 Binding Arbitration; Limitations. Declarant may, by written request, whether made before or after institution of any legal action, require that any Dispute (as hereafter defined) be submitted to binding arbitration to be conducted in Harris County, Texas in accordance with the Construction Industry Arbitration Rules (or substantial equivalent) of the American Arbitration Association. "Dispute" means any claim, demand, action or cause of action, and all rights and remedies regarding same, claimed or asserted by any Owner, or by their Related Parties, against or advise to Declarant, or to any Related Party of Declarant, regarding (i) this Declaration, and (ii) any of Declarant's development and/or sales activities within or regarding the Subdivision, including the construction of any residence or other improvement. The decision(s) of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The initial cost of such arbitration shall be borne equally by the parties, but the cost of such proceeding, including, without limitation, expert witness fees and reasonable attorneys fees, shall be awarded to the prevailing party. NOTICE OF ANY DISPUTE MUST BE GIVEN TO DECLARANT NOT LATER THAN ONE HUNDRED TWENTY DAYS AFTER, AND SUIT REGARDING ANY DISPUTE MUST BE FILED IN A COURT OF COMPETENT JURISDICTION NOT LATER THAN TWO YEARS PLUS ONE DAY AFTER, THE DATE ANY CAUSE OF ACTION REGARDING THE DISPUTE ACCRUES.

SECTION 5.08 No Impairment of Declarant's Rights.

5.08.1 Declarant Rights. Notwithstanding any other provisions of this Declaration or any other governing documents, during the Development Period (and thereafter as applicable) Declarant is fully authorized to exercise all Declarant rights and authority as provided in or permitted by this Declaration and any other governing documents independently and unilaterally, and without the joinder, vote or consent of the Owner Representative, any other Owner or any other Person.

5.08.2 NO IMPAIRMENT. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS DECLARATION OR ANY OTHER GOVERNING DOCUMENTS, NO PROVISIONS OF THIS **ARTICLE V**, AND NO OTHER RIGHTS OR LIMITATIONS OF LIABILITY APPLICABLE TO DECLARANT PURSUANT TO THIS DECLARATION AND ANY OTHER GOVERNING DOCUMENTS, MAY BE AMENDED, MODIFIED, CHANGED OR TERMINATED EITHER DURING OR AFTER TERMINATION OF THE DEVELOPMENT PERIOD WITHOUT THE PRIOR WRITTEN CONSENT OF DECLARANT.

**Article VI**  
**Miscellaneous Provisions**

SECTION 6.01 Enforcement. Any Owner, including Declarant, has the right to enforce observance and performance of all restrictions, covenants, conditions and easements set forth in this Declaration, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, to an injunction either prohibitive or mandatory. Each Owner and tenant of an Owner are jointly and severally liable for any violation of this Declaration, and for payment of all damages, costs and attorneys fees incurred by reason thereof. Payment of all such damages, costs and attorneys fees is secured by the continuing lien established by **Section 3.02.2**. Invalidation of any one of the restrictions, covenants, conditions or easements set forth herein by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

SECTION 6.02 Term. Subject to the provisions of **Sections 5.06 and 6.03**, these covenants, conditions, restrictions, reservations, easements, liens and charges run with the land and are binding upon and inure to the benefit of all Owners, their legal representatives, heirs, executors and administrators, predecessors, successors and assigns, and all Persons claiming under them for a period of twenty years from the date this Declaration is filed in the Official Public Records of Real Property of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, easements, liens and charges will be automatically extended for successive periods of ten years each.

SECTION 6.03 Amendment By Owners. Subject to the provisions of **Section 5.06** and except as otherwise expressly herein provided, the Owners of two-thirds (2/3rds) of the total number of Lots then contained within the Subdivision always have the power and authority to amend this Declaration, in whole or in part, at any time and from time to time. Owner approval of any amendment of this Declaration may be obtained by execution of the amending instrument or a consent thereto. The approval of multiple owners of a Lot may be reflected by the signature of any single co-owner. In this Declaration and all other governing documents the terms "amend", "amendment" or substantial equivalent mean and refer to any change, modification, revision or termination of any provisions of this Declaration or other governing documents. Prior to filing of any proposed amendment of record, an Owner may withdraw an approval or consent to the proposed amendment only by giving written notice thereof to the Owners of all other Lots, including Declarant as applicable, and any other Person that would be affected thereby, and filing of record of a true

and correct copy of the notice. Any such notice of withdrawal is effective only if received by Declarant and all other Owners and Persons, as applicable, and filed of record prior to filing of record of the applicable amendment. No approval or consent may be withdrawn after filing of record of an amendment, and any change, modification, revision or termination as to the amendment may be made after filing of record only by subsequent amendment duly adopted in accordance with this Declaration or other applicable governing documents. Any lawful amendment of this Declaration will be effective from and after filing of the amending instrument in the Official Public Records of Real Property of Harris County, Texas, or such later date as may be stated in the amending instrument.

#### SECTION 6.04 Notices.

6.04.1 General. Unless otherwise expressly provided herein, all notices or other communications permitted or required under this Declaration **MUST BE IN WRITING AND MUST BE PROPERLY DATED AND SIGNED, AND ARE DEEMED PROPERLY GIVEN IF BUT ONLY IF GIVEN IN ACCORDANCE WITH THIS SECTION.** A properly dated facsimile, email or posting on an Internet website constitutes written and signed notice if the identity of the Owner submitting the same can be confirmed from the facsimile, email or posting.

6.04.2 Declarant. Notwithstanding any other provisions of this Declaration or any other governing documents, any notices permitted or required to be sent by Declarant to any Owner may be mailed by regular mail or otherwise delivered (including posting on the front door of residences) to the street address of each Lot, or may be sent by facsimile or email according to the records of the Association, and may be addressed to "Association Member" or similar generic term. There is no duty by any Person giving any such notice to confirm ownership, or to confirm any other mailing address, or facsimile or email. Any notice to Declarant must be given by personal delivery, or by certified mail, return receipt requested, to Declarant's registered agent at Declarant's registered office or at Declarant's principal office.

#### 6.04.3 Owners.

(a) Each Owner must keep the Owner Representative updated as to the Owner's current mailing address, and as to the Owner's current email address and, as applicable, facsimile numbers. Each Owner must notify the Owner Representative in writing as to any change in the Owner's mailing address, email address or facsimile number within thirty days after any such change. Any such notice must be given for the sole purpose of requesting an update of the Association's records as to mailing address, email address or facsimile number. For example, sending an email from a different or new email address, or including a new email address in a communication sent for other purposes, does not constitute notice of a request to update the Association's record, and shall not in any manner obligate the Association to make any change in its records based thereon. Upon written request by the Association, each Owner and each Owners' tenant must provide and confirm their current mailing address as to an Owner, and as to current email address and facsimile number as to an Owner or tenant. **NO OWNER MAY MAINTAIN MORE THAN ONE CURRENT MAILING ADDRESS WITH THE ASSOCIATION FOR PURPOSES OF NOTICE, AND NO OWNER OR OWNER'S TENANT MAY MAINTAIN MORE THAN ONE CURRENT EMAIL ADDRESS AND ONE CURRENT FACSIMILE NUMBER WITH THE ASSOCIATION FOR PURPOSES OF NOTICE.**

(b) Except as provided in **Section 6.04.2**, notice to any Owner or to an Owner's tenant must be given by personal delivery, or by certified mail, return receipt requested, or by email or facsimile (i) to the Owner's Lot address, or to the Owner's current alternate address if written notice thereof

had been given to all Owners, or to the Owner's current email address or facsimile number according to the records of the Association, or (iii) to an Owner's tenant at the tenant's Lot address, or to the tenant's current email address or facsimile number according to the records of the Association. Personal delivery to an Owner or tenant includes posting of the notice on the front door of the Owner's residence (except as to an Owner who has given proper notice of an alternate mailing address). When more than one Person is the Owner or tenants of a Lot, the giving of notice as aforesaid to any single Owner or tenant constitutes notice given to all Owners or tenants. One mailbox must be properly maintained at all times upon each Lot (or within a mailbox bank, if applicable), and each such mailbox must be properly maintained at all times to accommodate regular reception of mail and otherwise in accordance with applicable rules and regulations of the United States Postal Service. REFUSAL TO ACCEPT DELIVERY OF ANY NOTICE SHALL BE DEEMED ACTUAL NOTICE AND ACTUAL KNOWLEDGE OF THE MATERIAL REFUSED.

6.04.4 Notice of Change of Occupancy or Address. NOTICE OF CHANGE OF MAILING ADDRESS OR OWNERSHIP, OR OF LEASING OR OTHER CHANGE OF OCCUPANCY, MUST BE GIVEN TO THE OWNER REPRESENTATIVE WITHIN THIRTY DAYS AFTER COMPLETION OF THE SALE, COMMENCEMENT OF THE LEASE, OR CHANGE OF OCCUPANCY, AS APPLICABLE.

SECTION 6.05 Conflicts In Governing Documents. In the event of any conflict in the Association's governing documents which cannot be reasonably reconciled after application of rules of interpretation as provided herein or by law, this Declaration shall control over any other governing documents, and all other governing documents shall control in the following order of priority: (i) Rules and Regulations; (ii) Owner/Member resolutions; (iii) Owner Representative policies or resolutions; and (iv) all others.

SECTION 6.06 Joinder. FENWAY DEVELOPMENT, INC., a Texas corporation, the current owner of all Lots and all other land in the Subdivision which are not currently owned by Declarant, by execution of this Declaration, adopts, ratifies, joins in and conforms all provisions of this Declaration.

SECTION 6.07 Effective Date. This Declaration is effective from and after the date of filing of same in the Official Public Records of Real Property of Harris County, Texas.

EXECUTED this 26 day of December, 2012.

5177 BUILDERS, LTD.,  
a Texas limited partnership  
"Declarant"  
By: LOVETT INTERESTS, INC.,  
a Texas corporation, its general partner

By:   
FRANK M. K. LIU, President

(3)  
202

FENWAY DEVELOPMENT, INC.,  
a Texas corporation

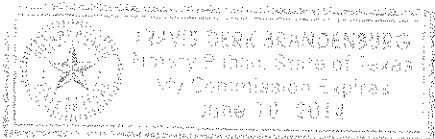
106

By: Elizabeth Jacob  
Name: Elizabeth Jacob  
Title: Vice President

**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

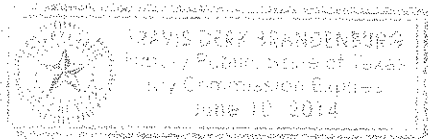
This instrument was acknowledged before me on the 26 day of December, 2012,  
by FRANK M. K. LIU, as President of LOVETT INTERESTS, INC., a Texas corporation, on behalf of the  
corporation as general partner of 5177 BUILDERS, LTD., a Texas limited partnership, on behalf of the  
partnership.



Travis Brandenburg  
Notary Public, State of Texas  
Name: Travis Brandenburg  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26 day of December, <sup>2012</sup>~~2011~~,  
by Elizabeth Jacob, as Vice President of FENWAY  
DEVELOPMENT, INC., a Texas corporation, on behalf of the corporation.



Travis Brandenburg  
Notary Public, State of Texas  
Name: Travis Brandenburg  
My Commission Expires: \_\_\_\_\_

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas

DEC 27 2012



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED  
2012 DEC 27 PM 12:49  
Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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