

V304831

DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS  
FOR  
SPRING VILLAGE LAKE ESTATES

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THE STATE OF TEXAS §  
THE COUNTY OF HARRIS § 09/17/01 300615816 V304831 \$69.00

THIS DECLARATION is made on the date hereinafter set forth by Donald A. Sanberg, a Texas Individual and President of Sanberg Investments Management Co., a Texas Corporation, general partner of Spring Village Estates, Ltd., a Texas Limited Partnership (hereinafter collectively referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the tract of land (such tract of land being hereinafter referred to as "the Property") described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for improvement, development, sale and use of the Property for the benefit of the present and future owners of the lots therein;

NOW, THEREFORE, Declarant does hereby declare that the Property described above shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, conditions, easements, charges, liens, and restrictions hereinafter set forth.

FILE FOR RECORD  
8:00 AM

ARTICLE I  
DEFINITIONS

SEP 17 2001

SECTION 1.1: DEFINITIONS.

*Dorothy S. Kayman*  
County Clerk, Harris County, Texas

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

- A. **ANNUAL MAINTENANCE CHARGE** – The assessment made and levied by the Association against each Owner and his Lot in accordance with the provisions of this Declaration.
- B. **APPOINTED BOARD** – The Board of Directors of the Association appointed by Declarant pursuant to the provisions of this Declaration.
- C. **ARCHITECTURAL CONTROL COMMITTEE** – The Architectural Control Committee established and empowered in accordance with this Declaration.
- D. **ARTICLES OF INCORPORATION** – The Articles of Incorporation of the Association.
- E. **ASSOCIATION** – Spring Village Estates Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

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- X. **RULES AND REGULATIONS** – Rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners.
- Y. **SUBDIVISION** – The Property, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto.
- Z. **UTILITY COMPANY OR UTILITY COMPANIES** – Any public entity, utility district, governmental entity (including without limitation, districts created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution) or one or more private entities that regulate, provide, or maintain utilities and drainage.

**ARTICLE II  
GENERAL PROVISIONS  
RELATING TO USE AND OCCUPANCY**

**SECTION 2.1: USE RESTRICTIONS.**

- A. **GENERAL.** The Property shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration. No lot may be subdivided.
- B. **SINGLE FAMILY RESIDENTIAL USE.** Each Owner shall use his Lot and the Residential Dwelling on his Lot for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment, or for any multi-family use, or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and incidental to the primary use of the Lot and the Residential Dwelling for residential purposes. No Owner shall use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would
- (i) void any insurance in force with respect to the Subdivision;
  - (ii) make it impossible to obtain any insurance required by these Restrictions;
  - (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion;
  - (iv) constitute a violation of this Declaration or any applicable law or unreasonably interfere with the use and occupancy of the Subdivision by other Owners.
- C. **PASSENGER VEHICLES.** Except as otherwise provided in this Declaration, no Owner, lessee, tenant or occupant of any Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep, or store any vehicle on any Lot, which vehicle is visible from any street in the Subdivision, or any neighboring lot, other than a passenger vehicle, pick-up truck, or motor cycle, and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours.
- (i) No passenger vehicle, pick-up truck, or motorcycle owned or used by the residents of a Lot shall be permitted to be parked overnight on any street in the Subdivision.
  - (ii) There shall be no limitation upon the number of vehicles or motorcycles which may be parked on the Property by guests of the Owner, lessee or other occupant of a Lot; provided that no guest of an Owner, lessee, or occupant of a Lot shall be entitled to

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visible from any street in the Subdivision or a neighboring Lot. The Board shall have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds kept on any Lot is reasonable.

- L. DISEASES AND INSECTS.** No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor any infectious plant or animal disease or insects.
- M. RESTRICTION ON FURTHER SUBDIVISION.** No Lot shall be further subdivided, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Architectural Control Committee.
- N. SIGNS.** No signs whatsoever, including but not limited to commercial, political and similar signs, shall be erected or maintained on any Lot if visible from any street in the Subdivision or neighboring Lot except:
- (i) Street signs and such other signs as may be required by law;
  - (ii) During time of construction of any Residential Dwelling, building or other improvement, one job identification sign not large than eighteen inches in height and twenty-four inches in width and having a face of not larger than three square feet; and
  - (iii) A "For Sale" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Harris County, Texas, on residential lots, to advertise individual parcels of residential real property for sale.
- O. MACHINERY AND EQUIPMENT.** No machinery or equipment of any kind, including but not limited to lawnmowers and lawn equipment, shall be used on any portion of any Lot, except as is needed to maintain such area.
- P. BOATS AND WATERCRAFT.** All boats and watercraft shall be stored out of view of the Lake Area when not in use.
- Q. EXEMPTIONS.** Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of structures or signs, necessary or convenient, to the development, advertisement, sale, operation or other disposition of property within the Subdivision. Moreover, any bank or other lender providing financing to Declarant in connection with the development of the Subdivision or improvements thereon may erect signs on Lots owned by Declarant to identify such lender and the fact that it is supplying such financing.

## **SECTION 2.2: DECORATION, MAINTENANCE, ALTERATION, AND REPAIRS.**

- A. DECORATION, MAINTENANCE, AND ALTERATION.** Subject to Architectural Control Committee approval as provided in these Declarations, each Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve the Residential Dwelling on such Owner's Lot, provided that all such action is performed with a minimum of inconvenience to other Owners and does not constitute a nuisance. Notwithstanding the foregoing, the Architectural Control Committee shall have the authority to require any Owner to remove or eliminate any object situated on such Owner's Residential Dwelling or Lot that is visible from any street in the Subdivision, or any other Lot, if in the Architectural Control

with a paneled design in order to be harmonious in quality and color with the exterior of the appurtenant Residential Dwelling and approved by the Architectural Control Committee and shall be installed with an automatic opening and closing device, which devices shall at all times be kept in a serviceable condition.

- E. AIR CONDITIONERS.** No window, roof, or wall type air conditioner that is visible from any street in the Subdivision or any neighboring Lot, shall be used, placed or maintained on or in any Residential Dwelling, garage or other building.
- F. ANTENNAS/HOME AUTOMATION.** No external antenna shall be permitted on any Lot within the Subdivision, if such antenna is visible from any street in the Subdivision, or any other Lot, other than a satellite dish antenna approved by the Architectural Control Committee, but then and only then, if the satellite dish antenna is located and screened in the manner specified by the Architectural Control Committee. All homes equipped or pre-wired for any type of home automation shall utilize the HAI model SS-2000 central system controller installed by a factory approved installer.
- G. FOUNDATIONS.** No more than six inches (6") of vertical surface of the concrete slab of any Residential Dwelling shall be exposed to view from any street in the Subdivision or any adjacent Lot. Any slab in excess of six inches (6") in height above finished grade shall have at least that excess in height covered with the same type, quality, and grade siding or masonry material used in the construction of the Residential Dwelling. All slab elevations must exceed one hundred and sixty-five feet (165') above sea level and be at least eighteen feet (18) feet above the street level. Any Residential Dwelling with a pier and beam foundation shall have all mechanical, electrical, plumbing lines and fixtures located thereunder screened from view from any street in the Subdivision or adjacent Lots. The Architectural Control Committee, in its sole discretion, shall have the authority to determine the adequacy of any screening device or technique.
- H. TREE REMOVAL.** No tree, with a diameter at its base of one inch (1") or greater, on any Lot may be removed without prior written consent of the Architectural Control Committee. All landscape plans approved and/or adopted by the Architectural Control Committee shall incorporate the existing trees wherever possible. Declarant may, but shall not be obligated to, remove for transplanting any trees that are to be removed for construction. Prior to clearing a Lot, the Owner of the Lot shall give the Architectural Control Committee five (5) days written notice to schedule a meeting on the Lot to assure compliance with the landscape plans adopted by the Architectural Control Committee. Any hardwood tree, with a diameter of six inches (6") or greater, at a point twenty-four inches (24") above the ground, or a pine tree with a diameter at its base of twelve inches (12") or greater, that is removed for whatever reason, must be replaced with a hardwood tree, with a minimum diameter of four inches (4") at any location that the Owner so chooses.
- I. EXTERIOR FINISH.** The exterior of the Residential Dwelling on each Lot must be comprised of one hundred percent (100%) brick or masonry material. For purposes of this provision, stucco shall be considered a masonry material. All brick, stonework and mortar must be approved by the Architectural Control Committee as a type, size, color and application. No wooden steps, stoops or porches shall be allowed on the front or sides of any Residential Dwelling. Concrete steps, stoops or porches must be finished in tile, brick or stone. Except as provided in these Declarations for foundations, no concrete, concrete block or cinder block shall be used as an exposed building surface. Any concrete, concrete block or

at the side of the Lot; any compressor units and equipment that are visible from a street or Lake Area shall be screened from view by either walls or landscaping approved by the Architectural Control Committee. No window mounted heating or air-conditioning units shall be permitted.

- Q. RECREATIONAL FACILITIES AND CLOTHESLINES.** Free-standing playhouses and tree houses are permitted only with approval of the Architectural Control Committee. Basketball backboards shall be located so as not to be visible from any street and shall otherwise be located on a Lot in a location approved by the Architectural Control Committee. Basketball goal backboards must be clear Plexiglass or acrylic. Outside clotheslines or other outside facilities for drying or airing clothes are prohibited on any Lots unless screened by appropriate landscaping from view from any street, any adjacent Lot or Lake Area. Barbecue grills or other types of outdoor cooking equipment shall be located only at the rear of a Residential Dwelling and to the extent practicable, shall not be visible from any street.
- R. SIGNAGE.** No signs or advertising posters of any kind shall be maintained or permitted within any window or on the exterior of any Lot or Residential Dwelling or elsewhere on any portion of the Property without the express written permission of the Architectural Control Committee.
- S. ABOVE GROUND TANKS AND WELLS.** No exposed above-ground tanks for the storage of fuel, water or any other substances shall be maintained on any Lot without the express written permission of the Architectural Control Committee, and then only if screened from view in a manner deemed appropriate by the Architectural Control Committee. All wells on Lots must be cement-cased, the entire depth of the well, and approved by Architectural Control Committee.
- T. LANDSCAPING.** Landscaping on the Lots within this Subdivision shall be constructed and maintained in accordance with the following specifications:
- (i) The landscaping plan for each Lot or Residential Dwelling shall be submitted to the Architectural Control Committee for approval pursuant to the provisions of this Declaration. Each Owner shall, to the extent practicable, attempt to incorporate into the landscaping plan for its Lot or Residential Dwelling the natural plant life existing on such Lot, and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, wild flowers and natural environment, including natural drainage channels, which exist on such Lot.
  - (ii) All front and side yards of each Lot or Residential Dwelling shall be sodded with grass, unless otherwise approved by the Architectural Control Committee as a natural area, or unless the same is landscaped with shrubbery and other approved plant life. All front and side yards of each Lot or Residential Dwelling shall have underground irrigation (sprinkler) systems; Lake Lots must also have an underground irrigation (sprinkler) system for the rear yard of the Lot. In all cases, the irrigation system must cover an area extending to the edge of the pavement and, in the case of a Lake Lot, to the border of the Lake Area.
  - (iii) All landscaping for a Lot or Residential Dwelling shall be completed in accordance with the landscaping plan approved by the Architectural Control Committee no later than thirty (30) days following the issuance of a certificate of occupancy or actual occupancy, whichever is earlier, for the Residential Dwelling situated thereon.

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an Owner use any Lot for storage of materials or equipment (except for normal residential purposes or incident to construction of improvements thereon as herein permitted), or permit the accumulation of garbage, trash or rubbish of any kind thereon. Owners shall not burn anything on any Lot. The drying of clothes in public view is prohibited. The Owners or occupants of any Lots at the intersection of streets or Lake Lots, where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure to screen the following from public view: yard equipment, wood piles, and storage piles that are incident to the normal residential requirements of a typical family.

- X. **EXTERIOR COLORS.** Iridescent colors or tones considered to be "brilliant" are not permissible. For the purpose of this paragraph, "brilliant" is construed to mean a color that is not in the general texture of both the overall community and natural setting of the Subdivision. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Subdivision with earth tones and forest tones.

#### SECTION 2.4. SIZE AND LOCATION OF RESIDENTS

- A. **MINIMUM ALLOWABLE AREA INTERIOR LIVING SPACE.** For Lots within the Subdivision other than Lake Lots, the minimum allowable area of interior living space in a Residential Dwelling shall be three thousand (3,000) square feet. For purposes of these Restrictions, the term "interior living space" excludes steps, porches, exterior balconies, and garages.
- B. **MAXIMUM ALLOWABLE HEIGHT OF BUILDING.** No Residential Dwelling shall exceed a reasonable height required for two (2) stories of living space above finished grade, plus a pitched roof. No Residential Dwelling shall have more than two (2) stories of living space above finished grade, except in a case where a third (3<sup>rd</sup>) story of living space is contained within the volume defined by the roof plans of Residential Dwelling. Notwithstanding the foregoing, no Residential Dwelling shall exceed a height of forty-five (45) feet above finished grade.
- C. **LOCATION OF IMPROVEMENTS-SETBACKS.** No Residential Dwelling, garage or Improvement on any Lot other than fencing and/or landscaping approved by the Architectural Control Committee shall be located nearer to the front property line than fifty (50) feet. No Residential Dwelling, garage or Improvement other than approved fencing and/or landscaping on any Lot shall be located nearer to the rear property line than twenty-five (25) feet.

#### SECTION 2.5. WALLS AND FENCES.

- A. **FENCES.** Fencing on Lake Lots must be installed along the side lots lines and may be installed along the back lot line; provided that, from the rear building line to the border of the Lake Area, the fence shall be constructed of black wrought iron, shall be not more than eight (8) feet in height, and shall have pickets at a four (4) inch interval spacing with iron finials. Fencing shall not be permitted along the edge of the lake. In no event shall any fence or wall be constructed of chain link or wire. Privacy fences may also be allowed subject to Architectural Control Committee approval. In those instances in which privacy fences are installed, in no case may the privacy fence extend from the rear of the Lot to a

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- C. **DEDICATION OF STREETS.** Subject to the foregoing, Declarant hereby dedicates to the use of all public all streets and easements shown on the Plat.
- D. **CHANGES TO EASEMENTS.** Declarant reserves the right to make changes and additions to all easements for the purpose of aiding in the most efficient and economic installation of utility systems.
- E. **MINERAL RIGHTS.** It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or upon said easements or any part thereof to serve said Lot or parcel of land or any other portions of the Subdivision. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any public or private services corporation, or other governmental agency, or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed, or other conveyances shall not be held or construed to include the title to oil, gas, coal, lignite, uranium, iron ore or any other minerals, Declarant shall have no surface access to the Property for mineral purposes.
- F. **DRAINAGE.** Except as shown on the drainage plan for the Subdivision, no Owner of a Lot shall be permitted to construct improvements on such Lot, or to grade such Lot, or permit such Lot to remain in or be placed in such condition, that rain water falling on such Lot drains to any other Lot. The Declarant may, but shall not be required to, install drainage inlets, or underground drains within the utility easement on one or more Lots. If so, no Owner shall in any manner obstruct or interfere with such drainage system. If drains are not installed by Declarant, an underground drainage system may be required on each Lot by the Architectural Control Committee to assure proper drainage on the Lot. Further, Declarant reserves to the right to run water piping underneath the drainage easements shown on the Plat to provide water for irrigation and maintenance purposes to Common Areas, and Declarant reserves the right, but shall have no obligation, to build a walking path not to exceed five feet in width, within the confines of the drainage easement located to the southwest of Restricted Reserve B, as shown on the Plot.
- G. **COMMON AREA.** The Common Area consists of three reserves, designated on the Plat as Restricted Reserve A, a Lake or retention pond, Restricted Open Space Reserve ("R.O.S.R.") C, an open landscaped area, and R.O.S.R. D, a landscaped cul de sac. The Lake is restricted in use to storm water detention. The use of the common areas shall be subject to such reasonable rules and regulations as may be promulgated by the Association, and the following provisions:
- (i) Declarant shall have the right to add property to the Common Area.
  - (ii) Access is restricted to that portion of the Lake Area consisting of the land continuous to the Lake Lots and the border of the Lake to only the Lake Lot Owners who will each have an easement of access, right and easement of enjoyment, and an easement for the purpose of installing, planting and maintaining a wrought iron fence, as described in this Declaration, to that portion

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accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company metering at the structure to the point of attachment a such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has, either by designation on the plat of the Subdivision, or by separate instrument granted, necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowner's to permit installation, repair and maintenance of each homeowner's owned, and instilled services wires. In addition, the Owner of each Lot containing a single dwelling unit, shall, at his or its own costs, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specification of the electric company furnishing service) for the location and installation of the meter such electric company for each dwelling unit involved. For so long as service is maintained, the electric service to each dwelling until therein shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

J. **CONFLICTS WITH PLAT.** Unless otherwise specifically stated, to the extent any of the information in this Declaration conflicts with the Plat, the Plat shall control.

**SECTION 2.7. AGREEMENT TO BUILD.**

It is expressly agreed that Owner shall cause construction of the main residence to commence no later than one year after closing on the purchase of the Lot or Lots. Should construction not commence within one (1) year after the closing on the purchase of the Lot or Lots, Owner shall be required to clear the underbrush, and mow, remove debris, and maintain the Lot on a regular basis. For the purposes herein contemplated, work on a project shall be deemed to have "commenced" three weeks prior to the date that the entire foundation is completed.

**SECTION 2.8. APPROVED BUILDERS.**

All structures must be constructed by one of the Subdivision's "Approved Builders." Any Builder may apply to be an "Approved builder." Approved Builders must demonstrate evidence of high quality workmanship, dependability, and financial stability along with other qualifying criteria.

**ARTICLE II  
ARCHITECTURAL APPROVAL**

**SECTION 3.1. ARCHITECTURAL CONTROL COMMITTEE.**

As used in this Declaration, the term "Architectural Control Committee" shall mean a committee of three (3) members, all of whom shall be appointed by Declarant, except as otherwise set forth



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- (i) A check in the amount of Two Hundred Fifty Dollars (\$250.00), as a non refundable Submission Fee, made payable to "Spring Village Estates Homeowners Association, Inc."
- (ii) A check in the amount of Five Hundred Dollars (\$500.00), as a non refundable Road Cleaning and Maintenance Fee, for cleaning and maintenance of the road during construction, which fee made payable to "Spring Village Estates Homeowners Association, Inc.", the payment of which shall not relieve Owner or Owner's agents from any obligations pursuant to this Declaration or from any responsibility for cleaning or maintenance during construction, pursuant to this Declaration, or pursuant to law.
- (iii) Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all improvements, including, specifically, the Residential Dwelling to be constructed on said Lot, the location of all driveways walkways, decks, terraces, patios and outbuildings and the relationship of the same to any set-back requirements applicable to the Lot or Dwelling.
- (iii) Two (2) copies of a foundation plan, floor plans and exterior elevation drawing of the front, back, and sides of the Residential Dwelling to be constructed on the Lot.
- (iv) Two (2) copies of written specifications and, if requested by the Architectural Control Committee, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Residential Dwelling on such Lot or any improvements thereto, including, without limitation, the type and color of al brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Residential Dwelling on such Lot or any other improvements thereto, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Residential Dwelling and the color of paint or stain to be used on all doors, shutters, trim work, eaves and cornices on the exterior of such Residential Dwelling.
- (v) Two (2) copies of the lighting plan, including specifications, for any exterior lighting to be utilized with respect to such Lot or Residential Dwelling.
- (vi) Resume of Builder.
- (vii) Two (2) copies of the landscaping and irrigation plans prior to the installation of any landscaping or irrigation.
- (viii) Septic design from a Licensed Sanitary Engineer prior to the installation of the septic system.
- (ix) Contractor's proposal for well installation prior to the well installation.

**SECTION 3.3. ADDRESS OF COMMITTEE.** The address of the Architectural Control Committee shall be at the principal office of the Association.

**SECTION 3.4 ARCHITECTURAL GUIDELINES.** The Architectural Control Committee from time to time may supplement or amend the Architectural Guidelines, which provides an outline of minimum acceptable standards for proposed improvements; provided, however, that such outline will serve as a minimum guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

**SECTION 3.5. FAILURE OF COMMITTEE TO ACT ON PLANS.** Any request for approval of a proposed Improvement to Property shall be deemed approved by the Architectural Control Committee, unless disapproval or a request for additional information or materials is transmitted to the applicant by the Architectural Control Committee within forty-five (45) days after the date of receipt by the Architectural Control Committee of all required materials, provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Control Committee at all times retaining the right to object to any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines.

**SECTION 3.6. PROSECUTION OF WORK AFTER APPROVAL.** After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be prosecuted diligently and continuously and shall be completed within one (1) year of the commencement date of said construction and in strict conformity with the description of the proposed Improvement to Property in the materials submitted to the Architectural Control Committee. No building materials shall be placed upon a Lot until the Owner is ready to commence construction. Owners shall keep the job site and all surrounding areas clean during the progress of construction. During construction, each lot shall be encircled by a four (4) foot high cyclone fence to act as a barrier to prevent trash and construction debris from spreading to adjoining lots. All construction trash, debris and rubbish on each Lot shall be properly disposed of at least weekly. In no event shall any used construction material be buried on or beneath any Lot or Dwelling. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street. Up to two (2) signs may be posted on a Lot at a height not to exceed four (4) feet from the ground level advertising the Lot or Dwelling thereon for sale or, during the construction of such Dwelling, containing information identifying the builder of such Dwelling. In no event shall any signage be attached to any tree or other plant life. All construction vehicles must be parked on the Lot or in areas designated by the Architectural Control Committee. Construction on a Lot is permitted only between the hours of 7:00 o'clock a.m. and 9:00 o'clock p.m., Monday through Saturday. No Improvement to Property shall be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Residential Dwelling, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior. A silt fabric fence must be installed along all

Improvement to the Property that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Control Committee at all times retaining the right to object to any Improvement to Property that violates this Declaration or the Building Guidelines.

**SECTION 3.11. NO IMPLIED WAIVER OR ESTOPPEL.** No action or failure to act by the Architectural Control Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors, with respect to any Improvement to Property. Specifically, the approval by the Architectural Control Committee of any Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

**SECTION 3.12. POWER TO GRANT VARIANCES.** Architectural Control Committee may authorize variances from compliance with any of the provisions of Article II of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of Improvements to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. Notwithstanding anything contained in this Declaration to the contrary, the Committee Representative shall not have the power to grant a variance. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

**SECTION 3.13 COMPENSATION OF ARCHITECTURAL CONTROL COMMITTEE MEMBERS.** The members of the Architectural Control Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

**SECTION 3.14. RECORDS OF ACTION.** The Architectural Control Committee shall report in writing to the Board of Directors all final action of the Architectural Control Committee and the Board shall keep a permanent record of such reported action.

**SECTION 3.15. ESTOPPEL CERTIFICATES.** The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Control Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in

plans therefore have been submitted to and approved by the Architectural Control Committee in accordance with the provisions of this Article III.

**ARTICLE IV  
MANAGEMENT AND OPERATION OF SUBDIVISION**

**SECTION 4.1. MANAGEMENT BY ASSOCIATION.** The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Bylaws and in the Rules and Regulations. The business and affairs of the Association shall be managed by its Board of Directors. The Declarant shall determine the number of directors and appoint, dismiss and reappoint all of the members of the Board until the first meeting of the members of the Association is held in accordance with the provisions of this Declaration and a Board of Directors is elected. The Appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision in accordance with the Restrictions, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

**SECTION 4.2. MEMBERSHIP IN ASSOCIATION.** Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

**SECTION 4.3. VOTING OF MEMBERS.** Each member, other than the Declarant, shall have one vote per Lot owned. The Declarant shall have six (6) votes for each Lot owned. In the event that ownership interests in a Lot are owned by more than one member of the Association, such members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each Lot not owned by the Declarant. Such Owners shall appoint one of them as the member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one member of the Association and no single member is designated to vote on behalf of the members having an ownership interest in such Lot, none of such members shall be allowed to vote. All members of the Association may attend meetings of the Association and all voting members may exercise their vote at such meetings either in person or by proxy. The Association shall have the right to

assessment in an amount to be determined annually by the Board, which annual maintenance charge shall run with the land. Each Owner of a Lot, by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership thereof, the same shall become due and payable without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each charge or assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, but no member shall be personally liable for the payment of the any assessment made or becoming due and payable after his ownership ceases. No member shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of his Lot or his interest therein.

**SECTION 5.3. BASIS AND MAXIMUM ANNUAL ASSESSMENT.** Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment shall be Eight Hundred Dollars (\$800.00) per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum annual assessment may be automatically increased, effective January 1 of each year, by an amount equal to a fifteen percent (15%) increase over the prior year's annual assessment without a vote of the Members of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) only by written approval of the Owners of two-thirds (2/3) of the Lots in the Subdivision. This increase shall become effective on the date specified in the document evidencing such approval and after such document has been filed with the County Clerk of Harris County, Texas. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount established pursuant to this section. The annual assessment levied against each Lot shall be uniform.

**SECTION 5.4. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT.** The initial maximum annual assessment provided for here shall be established as to all Lots on the first day of the month following the conveyance of the first Lot by Declarant. However, the annual assessment shall commence as to each Lot on the date of the conveyance of the Lot by the Declarant and shall be prorated according to the number of days remaining in the calendar year. On or before the 30<sup>th</sup> day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner.

**SECTION 5.5. SPECIAL ASSESSMENTS.** If the Board at any time, or from time to time, determines that the annual maintenance charges assessed for any period are insufficient to provide for the continued operation of the Subdivision or any other purposes contemplated by these Restrictions, then the Board shall have the authority to levy such special assessments ("special assessments") as it shall deem necessary to provide for such continued maintenance and

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successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid annual maintenance charge, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the office of the County Clerk of Harris County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapter 51 of the Texas Property Code as same may hereafter be amended. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorneys fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

**SECTION 5.7. PAYMENT OF ANNUAL MAINTENANCE CHARGE BY DECLARANT.**

Lots owned by Declarant or Donald Sanberg shall not be subject to any annual maintenance charge or special assessments, with the exception of any Lot owned by Donald Sanberg on which he resides, commencing from the date on which he first occupies the Residential Dwelling on such Lot.

**SECTION 5.8. NOTICE OF SUMS OWING.** Upon the written request of an Owner, the Association shall provide to such Owner a written statement setting out the then current total of all maintenance charges, special assessments, and other sums, if any, owing by such Owner with respect to his Lot. In addition to such Owner, the written statement from the Association so advising the Owner shall also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

**SECTION 5.9. FORECLOSURE.** In the event of a foreclosure of a mortgage on a Lot, the purchaser at the foreclosure sale shall not be responsible for maintenance charges, special assessments, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors shall be responsible for maintenance charges, special assessments, and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

**ARTICLE VI  
INSURANCE**

**SECTION 6.1. GENERAL PROVISIONS.** The Board shall have the authority to determine whether or not to obtain insurance for the Association and, if the insurance is obtained, the

## MISCELLANEOUS

**SECTION 9.1. SEVERABILITY.** In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

**SECTION 9.2. NUMBER AND GENDER.** Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

**SECTION 9.3. ARTICLES AND SECTIONS.** Article and section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires references herein to articles and sections are to articles and sections of these Restrictions.

**SECTION 9.4. DELAY IN ENFORCEMENT.** No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

**SECTION 9.5. LIMITATION OF LIABILITY.** Notwithstanding anything provided herein to the contrary, neither the Declarant, the Architectural Control Committee, the Association, nor any agent, employee, representative, member, shareholder, partner, officer or director thereof, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed, or approved in accordance with the provisions of Article III above, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications, or other data submitted by an Owner for approval pursuant to the provisions of Article III, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or occupant, which may be caused by, or arise as result of, any defect, structural or otherwise, in any Dwelling or Improvements or the plans and specifications thereof or any past, present or future soil and/or subsurface conditions, known or unknown and (f) any other loss, claim, damage, liability or expense, including court costs and attorney's fees suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot, Dwelling, or any other Improvements situated thereon.

**SECTION 9.6. ENFORCEABILITY.** These Restrictions shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event that any action to enforce these Restrictions is initiated against an Owner or occupant of a Lot by Declarant or

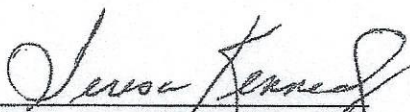
THE STATE OF TEXAS           §  
THE COUNTY OF HARRIS       §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Donald A. Sanberg, , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the executed the same for the purposes and consideration therein expressed in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12<sup>th</sup> day of September, 2001.



svdeedr

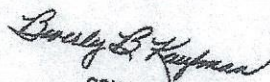
  
Notary Public in and for the State of Texas

Return To:  
Daniel J. Hoffman  
19 Sawdust Rd., Suite 216  
The Woodlands, TX 77380

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

SEP 17 2001



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS