
**RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WESTGROVE COURT**

***A RESIDENTIAL SUBDIVISION IN
HARRIS COUNTY, TEXAS***

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 PROPERTY OWNERS' ASSOCIATION, AND ARTICLE V PROVIDES 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) ALL OWNERS AND TENANTS ARE REQUIRED TO MAINTAIN CAPABILITIES FOR RECEIPT OF NOTICES AND OTHER COMMUNICATIONS AND FOR PARTICIPATION IN MEETINGS BY "ELECTRONIC MEANS" (SEE SECTIONS 2.06 & 8.05), (iii) PRIVATE DRIVEWAY, STREET AND OTHER PARKING BY OWNERS, OCCUPANTS AND GUESTS IS LIMITED AND HIGHLY REGULATED (SEE SECTIONS 7.03 & 7.05.2), AND (iv) IT IS THE RESPONSIBILITY OF ALL OWNERS AND TENANTS TO KEEP THE ASSOCIATION INFORMED AT ALL TIMES AS TO THEIR CONTACT INFORMATION, INCLUDING UPON REQUEST TO PROVIDE OWNERSHIP, OCCUPANCY, VEHICLE AND LIENHOLDER INFORMATION (SEE SECTION 8.05).

**AFTER RECORDING RETURN TO:
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RP-2019-86181

RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT

A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

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EXECUTION AND ACKNOWLEDGMENT PAGES

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

FOR

WESTGROVE COURT

A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS THAT:

§

COUNTY OF HARRIS

§

WHEREAS, the property described in **Section 1.01** of this Declaration was heretofore subjected to restrictions as set forth in the "Initial Declaration", as hereafter defined, and the undersigned Owners of not less than a majority of the Lots within the Subdivision desire to restate, modify and amend the Initial Declaration pursuant to the Initial Declaration, including paragraph 18 thereof, for the mutual benefit of the Owners and their successors in title.

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 will be owned, held, occupied, used, 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 the Subdivision. These covenants and restrictions run with the said real property and are binding upon all parties having or acquiring any right, title, or interest in the Subdivision or any part thereof, and their heirs, predecessors, successors and assigns, and inure to the benefit of each Owner thereof.

Article I

Property Subject to This Declaration

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:

WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, SAVE, EXCEPT AND EXCLUDING, Lot One (1) and Lot Eighteen (18), in Block One (1), and Lot One (1) and Lot Twenty-Four (24), in Block Two (2).

SECTION 1.02 Repealer; Retroactivity.

1.02.1 Repeal of Initial Declaration. The "**Initial Declaration**" means that certain instrument entitled "Petition Creating Restrictions Pursuant to Texas Property Code, Section 201.001 *et seq.* for Westgrove Court, a Subdivision in Harris County, Texas," heretofore filed

under Clerk's File No. P114900, and recorded under Clerk's Film Code No. 121-44-2095, *et seq.*, Official Public Records of Real Property of Harris County, Texas. This Declaration replaces the Initial Declaration in its entirety, effective immediately upon the filing of this Declaration in the Official Public Records of Harris County, Texas, except to the extent otherwise applicable as provided in **Section 1.02.2**. Notwithstanding the foregoing, if and only to the extent this Declaration may be determined to be invalid or inapplicable to the Subdivision, or any Lot therein or any part thereof, or any right, title or interest therein, then in such case and only to such extent the Initial Declaration will apply, and in such case and to that extent the Initial Declaration is hereby ratified and confirmed and will continue in full force and effect.

1.02.2 Retroactive Applicable. If any conditions or use exists as of the date of filing of record of this Declaration which does not violate the Initial Declaration but is in violation of this Declaration, then the Initial Declaration will continue to apply to such use or condition and such use or condition will be deemed "grandfathered" and not in violation of this Declaration. Notwithstanding the foregoing (i) if any such use or condition ceases for any period of time, then the applicable provisions of this Declaration will immediately apply, and (ii) in the event of modification or repair of any Regulated Modification or any other change as to the pre-existing condition or use, all work and all other uses or conditions must be performed so far as possible to obtain compliance with this Declaration.

Article II **Definitions**

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

SECTION 2.01 "Architectural Control Committee" or "ACC" means the committee established pursuant to **Article IV** of this Declaration.

SECTION 2.02 "Architectural Guidelines" means (i) minimum construction standards, including acceptable exterior materials, colors, finishes and similar standards, requirements or limitations (ii) landscaping, appearance and/or maintenance standards, requirements or limitations, (iii) protected property use policies, including as provided in **Section 7.21** hereof and/or as otherwise regarding or as permitted by the Texas Property Code, and (iv) any other procedural, aesthetic, environmental or architectural guidelines, rules, standards, requirements, limitations, policies or procedures as from time to time adopted or amended in accordance with this Declaration, including **Article IV** of this Declaration, regardless of nomenclature or manner of designation, and which may include Rules and Regulations.

SECTION 2.03 "Association" means **WESTGROVE COURT COMMUNITY ASSOCIATION, INC.**, a Texas corporation, as incorporated under the laws of the State of Texas on March 4, 2015, and its successors (by merger, consolidation or otherwise) and assigns.

SECTION 2.04 "Board" or "Board of Directors" means the Board of Directors of the Association which is the governing authority of the Association authorized to manager, administer and direct the affairs of the Association in accordance with this Declaration and other applicable Governing Documents.

SECTION 2.05 "Declaration" means this Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court, and all lawful amendments thereto.

SECTION 2.06 "Electronic Means."

2.06.1 Defined. "Electronic Means" means, refers to and applies to (i) any method of notices or other communications by email, by facsimile, or by posting on or other method of communication via an Internet website, or any combination thereof, as permitted by this Declaration or other applicable Governing Documents, or by applicable law, whereby the identity of the sender and receipt by the recipient can be confirmed, or (ii) holding of any meetings as permitted by this Declaration or other applicable Governing Documents, or by applicable law, by using a conference telephone or similar communications equipment, or another suitable electronic communications systems, including videoconferencing technology or the Internet, or any combination thereof, whereby each participant may hear and be heard by every other participant.

2.06.2 Owner Obligations. IT IS THE OBLIGATION OF EACH OWNER AND THEIR TENANT(S) TO OBTAIN AND MAINTAIN CONFIRMATIONS OF RECEIPT OF ALL NOTICES AND OTHER COMMUNICATIONS FROM THE ASSOCIATION BY ELECTRONIC MEANS, AND TO PROVIDE THE SAME TO THE ASSOCIATION UPON REQUEST. IT IS THE OBLIGATION OF EACH OWNER AND THEIR TENANT(S) TO MAINTAIN THE CAPABILITY TO RECEIVE ANY NOTICES OR OTHER COMMUNICATIONS FROM THE ASSOCIATION BY, AND TO PARTICIPATE IN ANY MEETINGS AS AFORESAID BY, ELECTRONIC MEANS. BY ACCEPTANCE OF ANY RIGHT, TITLE OR INTEREST IN ANY LOT, OR BY OCCUPANCY THEREOF, EACH OWNER AND THEIR TENANT(S) CONSENT TO THE USE OF ELECTRONIC MEANS BY THE ASSOCIATION AS TO ANY NOTICES, COMMUNICATIONS OR MEETINGS IN ACCORDANCE WITH THIS DECLARATION, INCLUDING **SECTION 8.05** HEREOF, AND IN ACCORDANCE WITH OTHER APPLICABLE GOVERNING DOCUMENTS.

SECTION 2.07 "Governing Documents" means all documents and applicable provisions thereof regarding the use, maintenance, repair, replacement, modification or appearance of any properties within the Subdivision, including each Lot, or any rights, responsibilities or obligations of any Owners pertaining thereto, or to the Association, the Board or the ACC, including without limitation this Declaration, the Association's Certificate of Formation, the Association's bylaws (the "Bylaws"), Rules and Regulations, Architectural Guidelines, all written decisions and resolutions of the Board and/or ACC, and all lawful amendments to any of the foregoing.

SECTION 2.08 "Lot" means any of the numbered plots of land shown upon any Plat upon which a single family residence is, or may be, built. The term "Lot" does not include any Subdivision Facilities, and does not include commercial or other reserves so designated by a Plat, if any.

SECTION 2.09 "Owner" means, whether one or more Persons (i) the owner according to the Official Public Records of Real Property of Harris County, Texas of the fee simple title to a Lot, and (ii) the holder or purchaser from any mortgagee or other Person holding a lien, encumbrance or other security interest as of the date upon which any such holder or purchaser acquires title pursuant to any judicial or nonjudicial foreclosure or any proceedings in lieu thereof. "Owner" does not include any mortgagee or other Person holding a lien, encumbrance or other interest merely as security for the performance of an obligation.

SECTION 2.10 "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.

SECTION 2.11 "Plat" means the map or plat of the Subdivision as described in **Section 1.01**, and all lawful modifications, amendments and/or replats as to the same.

SECTION 2.12 "Prevailing Community Standards" means those standards of aesthetics, environment, appearance, architectural design and style, maintenance, conduct and usage generally prevailing in the Subdivision as reasonably determined by the Board or ACC at any given pertinent time and from time to time, including as to each particular Regulated Modification and each other matter or circumstance considered as of the date of the evaluation (i) prevailing standards as to harmony and compatibility with surrounding aesthetics, appearance 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, and (ii) compliance with this Declaration and other applicable Governing Documents, and with applicable governmental laws, ordinances and regulations.

SECTION 2.13 "Regulated Modification" means (without implication that any particular matter is permitted or prohibited by this Declaration and without limitation as to **Article IV** hereof) the commencement, placement, construction, reconstruction or erection on, below or above the surface of any Lot of, or modification, alteration, or addition to, any building, structure or improvement, and any usage thereof, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography, or any other Prevailing Community Standards as of the date of establishment of the Regulated Modification.

SECTION 2.14 "Related Parties" means and applies as follows:

2.14.1 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.

2.14.2 Association or ACC. Related Parties of the Association includes the ACC and 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.

SECTION 2.15 "Rules and Regulations" means all rules, policies and procedures, including all rules, policies or procedures regarding or as permitted or required by 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 Subdivision or the Association, as from time to time adopted or amended in accordance with **Section 7.22** hereof, regardless of nomenclature or manner of designation, and which may include architectural guidelines.

SECTION 2.16 "Subdivision" means the residential community as more particularly described in **Section 1.01** hereof, and any other real property subjected to this Declaration as herein provided from time to time.

SECTION 2.17 "Subdivision Facilities" means all properties, real or personal, and 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 built, installed, maintained, operated or provided by or through the Association for the general benefit of the Subdivision, including without limitation BUT WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR IMPLICATION WHATSOEVER THAT ANY PARTICULAR FACILITIES OR SERVICES WILL BE BUILT, INSTALLED, MAINTAINED, OPERATED OR PROVIDED, AND SUBJECT TO THE RIGHT OF THE BOARD FROM TIME TO TIME AND AT ANY TIME TO ADD TO, MODIFY OR DISCONTINUE ANY PARTICULAR FACILITY OR SERVICE AS PROVIDED IN **SECTION 6.01.5**:

2.17.1 all Subdivision main entry and other identification monuments;

2.17.2 the "Controlled Access System" as defined and provided in **Section 7.03.7**, and any patrol or access limiting type services, structures, controlled access gates, guardhouses and related structures or devices specifically obtained and maintained by or for the Association for such purposes, but only if and to the extent provided in **Section 7.03.7**;

2.17.3 all "Drainage Devices" specifically designated as Subdivision Facilities as provided in or permitted by **Section 7.09**, if any;

2.17.4 any garbage or recycling collection, cable or satellite television, utilities, including any street lighting, and any other services provided by or through the Association, and any structures or devices related thereto;

2.17.5 any other facilities or services as from time to time so designated by the Board; and

2.17.6 all other properties, real or personal, conveyed to or dedicated to the use of, or otherwise acquired by the Association for the common use or general benefit of, the Association and/or the Subdivision, together with all improvements thereon and appurtenances thereto.

Article III

WESTGROVE COURT COMMUNITY ASSOCIATION, INC.

SECTION 3.01 Establishment of Association.

3.01.1 Organization. The Association has heretofore been organized and formed as a nonprofit corporation under the laws of the State of Texas. 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, the providing of such Subdivision Facilities as herein permitted or required, and 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 exercise and to enforce all provisions of this Declaration and all other Governing Documents, including without limitation (i) to exercise all powers available to 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) 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 Board of Directors may determine.

SECTION 3.02 Board of Directors; Bylaws, Initial and Subsequent Directors.

3.02.1 Authority. The Association acts through a Board of Directors which is the governing body of the Association. The Board of Directors will manage the affairs of the Association as specified in this Declaration, the Bylaws and other applicable Governing Documents. Unless otherwise expressly required by law, the Board of Directors will exercise and have all rights, powers, authority and responsibilities of the Association. The initial Bylaws of the Association will be adopted by the Board.

3.02.2 Directors. The initial Directors as designated in the Association's Certificate of Formation as filed with the Texas Secretary of State on March 4, 2015 will serve until their successors have been elected and have qualified in accordance with the Association's Bylaws. All Directors must reside in the Subdivision; provided that so long as required by the Texas Property Code (Section 209.00591(a-1) as of the date of this Declaration) not more than one Director may reside outside of the Subdivision.

SECTION 3.03 Membership. Every Owner must be and is a Member of the Association, and as such is subject to and has 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 Board 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 will not terminate any Owner's membership. No Owner, whether one or more Persons, may have more than one membership per Lot. Memberships is appurtenant to and may not be separated from ownership of any Lot, and automatically passes with the title to the Lot.

SECTION 3.04 Voting Rights of Members.

3.04.1 One Vote Per Lot. There is one class of voting membership in the Association consisting of the Owners of the Lots. The Owner of each Lot, whether one or more Persons, is entitled to one (1) vote for each Lot owned as more particularly provided in the Bylaws of the Association.

3.04.2 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. The provisions of this Section apply to any vote, approval or consent by Owners as permitted or required by this Declaration, including as to any amendment of this Declaration as provided in **Section 8.04.1**.

3.04.3 Cumulative Voting Prohibited. Cumulative voting is prohibited as to any matter placed before the membership for a vote, including election of Directors.

3.04.4 Right to Vote. No Owner may be disqualified from voting in an election of a member or members of the Board of Directors, or on any matter concerning the rights or responsibilities of the Owner, unless otherwise permitted by law, including the Texas Property Code.

SECTION 3.05 Association Books and Records.

3.05.1 Maintenance. The Association will keep current and accurate books and records of the business and affairs of the Association, including financial records, and including minutes of the proceedings at any meeting of the Board and any meeting of Owners. The ACC must also keep and maintain records as provided in **Article IV**. Promptly after each election of each Director or appointment of an ACC committee member, their predecessor, as applicable, must promptly deliver all such books and records in their possession or control to the Association, and any such predecessor will be responsible for payment as a specific assessment of all cost and expenses (including attorney fees) incurred by the Association due to failure to do so.

3.05.2 Inspection, Copying and Retention Policies. Every Owner may inspect and copy books and records of the Association in accordance with, and the Association must retain Association books and records in accordance with, the Association's policies as to the same which will be adopted in accordance with Section 209.005 of the Texas Property Code. The Board will adopt the Association's initial Association Documents Inspection and Copying Policy and initial Association Documents Retention Policy. The Board may from time to time amend the initial policies and may adopt and amend such other policies regarding Association books and records as may be deemed to be necessary or appropriate.

SECTION 3.06 Limitation of Liability; Indemnification.

3.06.1 General.

(a) "Association Representative(s)" Defined. As used in this **Section 3.06**, "Association Representative(s)" means each current or former Director, governing person, officer, delegate, employee and agent of the Association, as such terms are defined in the Texas Business Organizations Code.

(b) Limitation of Liability. To the fullest extent allowed by the Texas Business Organizations Code, including Chapters 7 and 8 thereof, an Association Representative is not liable to the Association, to any Owner or Member of the Association, or to any other Person for any act by the Association Representative in the Person's capacity as an Association Representative unless the Person's conduct was not exercised in good faith, with ordinary care, and in a manner the Association Representative reasonably believes to be in the best interests of the Association.

(c) Indemnification. To the fullest extent allowed by the Texas Business Organizations Code, including Chapter 8 thereof, the Association agrees to and is required to indemnify, defend, and hold harmless, and to advance expenses to, each Association Representative, INCLUDING, IN EACH CASE, FOR CLAIMS BASED ON OR ARISING FROM SUCH PERSON'S SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE, but excluding any such items incurred as a result of any act or omission for which the Association Representative is liable under the preceding subsection (b). The provisions of this subsection (c) constitute a determination that indemnification should be paid and a contract to indemnify as contemplated by Sections 8.103(c) and 8.151(d)(2) of the Texas Business Organizations Code.

(d) Report to Members. So long as required by the Texas Business Organizations Code, any indemnification of or advance of expenses to an Association Representative must be reported in writing to all Owners upon the earlier to occur of (i) with or before the notice or waiver of notice of the next meeting of Members, or (ii) with or before the next submission to Members of a consent to action without a meeting, or (iii) within twelve months after the date of the indemnification or advance.

3.06.2 Security Services.

(a) SECURITY IS THE SOLE RESPONSIBILITY OF LOCAL LAW ENFORCEMENT AGENCIES AND INDIVIDUAL OWNERS AND THEIR TENANTS, AND THEIR RESPECTIVE RELATED PARTIES. Security services or devices may be provided at the sole discretion of the Board. The providing of any Security Services at any time will in no way prevent the Board from thereafter discontinuing, or from temporarily or permanently modifying, terminating or removing, any Security Services, in whole or in part. Any third party providers of Security Services are independent contractors, the acts or omissions of which are not imputable to the Association or any of its Related Parties.

(b) Providing of any Security Services may never be construed as (i) an undertaking by the Association or any of its Related Parties to provide personal security as to any Owner, tenant or their Related Parties, or as to any other Person, or (ii) a representation or undertaking that any Security Services will be continued, or (iii) a representation, guarantee or warranty that the presence of any Security Service will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause. WITHOUT LIMITATION OF THE FOREGOING, THE ASSOCIATION AND ITS RELATED PARTIES DO NOT HAVE ANY DUTY WHATSOEVER TO WARN, ADVISE OR INFORM ANY OWNER, TENANT OR THEIR RELATED PARTIES AS TO ALLEGED, SUSPECTED OR KNOWN CRIMINAL ACTIVITIES OF ANY KIND, CRIMINAL HISTORY OR BACKGROUND OF ANY PERSON, CRIMINAL INVESTIGATIONS BY LAW ENFORCEMENT AGENCIES OR BY ANY OTHER PERSON OR ANY OTHER CRIMINAL CONDUCT OF ANY KIND, OR AS TO ANY OTHER MATTERS REGARDING OR RELATING TO SECURITY SERVICES, PAST OR PRESENT.

3.06.3 Subsequent Statutory Authority. If the Texas Business Organizations Code, Texas Non-Profit Corporation Law, Texas Miscellaneous Corporation Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code or any other applicable statute, state or federal, is construed or amended to further eliminate or limit liability or authorizing further indemnification than as permitted or required by this **Section 3.06**, then liability will be eliminated or limited and right to indemnification will be expanded to the fullest extent permitted by such construction or amendment.

3.06.4 No Impairment. Any repeal, amendment or modification of this **Section 3.06** may not adversely affect any rights or protection existing at the time of the amendment.

Article IV **Architectural Control Committee**

SECTION 4.01 Organization; Compensation.

4.01.1 General. There is hereby established an Architectural Control Committee (herein sometimes referred to as the "ACC"). The Board will act as the ACC unless an executive committee is appointed by the Board to act as the ACC as permitted by the next subsection. THE ACC MAY FROM TIME TO TIME DESIGNATE ANY ONE OF ITS MEMBERS TO ACT IN ITS STEAD.

4.01.2 ACC Executive Committee. If an executive committee is appointed by the Board to act as the ACC, then the provisions of this subsection apply. Such executive committee must be composed of three or five persons. A majority of such persons must at all times also be Directors, but the remaining persons need not be Directors or Members. All such persons will serve at the discretion of the Board, and all of its decisions are subject to review and modification by the Board except as herein otherwise expressly provided. In the event of the death or resignation of any person serving on the ACC, the Board will designate a successor or successors who will have all of the authority and power of his or their predecessor(s). Until such successor has been appointed, the remaining member or members have full authority to exercise all rights, duties and powers of the ACC.

4.01.3 Compensation. No person serving on the ACC is entitled to compensation for services performed; provided, the ACC may employ one or more architects, engineers, attorneys or other consultants, as approved by the Board, to assist the ACC in carrying out its duties, and the Association may pay such consultants for services rendered to the ACC. Members of the ACC may also be reimbursed for reasonable expenses in such manner and amounts as may be approved by the Board.

SECTION 4.02 Function and Powers.

4.02.1 Submission of Plans Required. No Regulated Modification may be commenced, constructed, erected, placed, maintained or made upon any Lot or within any part of the Subdivision unless and until complete plans and specifications covering all aspects of the Regulated Modification have been submitted to and approved in writing by the ACC as to compliance with applicable Architectural Review Criteria as set forth in **Section 4.02.3**. One complete set of plans and specifications, must be submitted with each request for approval unless a greater number is required by applicable Architectural Guidelines. THE PLANS AND SPECIFICATIONS MUST ALSO INCLUDE, AS APPLICABLE, COPIES OF ALL REQUIRED PERMITS AND ANY OTHER APPROVALS REQUIRED BY ANY GOVERNMENTAL ENTITY,

AND A TREE SURVEY AND DISPOSITION PLAN IF AND AS REQUIRED BY **SECTION 7.09.15**. Any plans and specifications to be submitted must specify, as applicable and in such detail and form as the ACC may reasonably require:

(a) the location upon the Lot or within the Subdivision where the Regulated Modification will occur or be placed;

(b) the dimensions, nature, kind, shape, height, and color scheme of and all materials to be used in connection with the Regulated Modification;

(c) appropriate information concerning structural, mechanical, electrical, plumbing, grading, paving, decking and landscaping details; and

(d) intended uses.

4.02.2 Architectural Guidelines; Fees.

(a) The Board at any time and from time to time may adopt, amend, modify and delete such reasonable Architectural Guidelines applicable to the Subdivision, including Lots and Subdivision Facilities, as it deems appropriate to maintain or reasonably enhance Prevailing Community Standards of the Subdivision at the time of adoption. Without limitation of the foregoing, Architectural Guidelines may include the amount and manner of payment of any fees or charges reasonably anticipated to cover administrative costs, fees for architectural, engineering, construction, legal or other expert advice or consultation, and all other costs and expenses in connection with review and evaluation of an application (such costs and expenses sometimes herein referred to as "**Architectural Review Fees**"). Architectural Review Fees may also be determined and assessed on a case by case basis as determined by the Board or the ACC without the necessity for adoption of Architectural Guidelines as to the same.

(b) Architectural Guidelines are of equal dignity with, and are enforceable in the same manner as, the provisions of this Declaration, provided: (i) Architectural Guidelines not in any case be deemed a waiver, modification, or repeal of any of the provisions of this Declaration; and (ii) Architectural Guidelines may not be enacted retroactively except that all repairs, modifications or maintenance performed subsequent to adoption must be performed in such manner as to bring the Regulated Modification, so far as practicable, in to compliance with all then applicable Architectural Guidelines.

4.02.3 Architectural Review Criteria. The ACC must evaluate all submitted applications for ACC approval on the individual merits of the particular application, and based on evaluation of the compatibility of the proposed Regulated Modification with Prevailing Community Standards (including compliance with this Declaration and all other applicable Governing Documents) as of the date of submission of an application. The ACC must also use reasonable efforts to achieve consistency in the approval or disapproval of specific types of Regulated Modifications. To this end, consideration will be given to (but the ACC is not bound by) similar applications for architectural approval and the decisions and actions of the ACC with regard thereto.

4.02.4 Responses; No Waiver or Estoppel. The ACC has full and complete authority to approve, conditionally approve or disapprove any request for ACC approval in accordance with **Section 4.02.3**, and its judgment is final and conclusive. In the event the

ACC fails to approve, conditionally approve or disapprove a properly submitted and completed request for ACC approval within thirty days from the date such request is received by the ACC, then ACC approval will not be required. EXCEPT FOR COMPLIANCE WITH THE ACC APPROVAL PROVISIONS OF THIS ARTICLE IV, NO APPROVAL (EXPRESS OR IMPLIED) OR CONDITIONAL APPROVAL BY THE ACC AND NO OTHER ACTION OR OMISSION OF THE ACC WILL OTHERWISE CONSTITUTE A WAIVER AS TO ANY OTHER PROVISIONS OF THIS DECLARATION OR PRECLUDE BY ESTOPPEL OR OTHERWISE FULL ENFORCEMENT THEREOF.

SECTION 4.03 Commencement and Completion of Work; Inspections.

4.03.1 Commencement. Upon approval or conditional approval by the ACC, whether expressed or implied, the applicant to whom the same is given must commence as soon as practical thereafter and must continuously and diligently prosecute to completion all work as to the applicable approval or conditional approval. Such work must include, as applicable, full compliance as to all conditions as to a conditional approval. IF THE WORK IS NOT COMMENCED WITHIN NINETY DAYS AFTER THE DATE OF SUCH APPROVAL OR CONDITIONAL APPROVAL, THEN THE APPROVAL OR CONDITIONAL APPROVAL WILL BE AUTOMATICALLY REVOKED, UNLESS THE ACC, FOR GOOD CAUSE SHOWN, HAS GRANTED AN EXTENSION OF TIME IN WRITING AS TO THE COMMENCEMENT OF THE WORK.

4.03.2 Notice of Completion Required. As to each approved or conditional approval by the ACC, whether express or implied, written notice of completion of all work as to the same must be given to the ACC promptly after such completion of the work.

4.03.3 Inspections. Whether or not provided in any approval or conditional approval by the ACC, the ACC may (i) require a pre-determination inspection regarding any request for ACC approval, and (ii) may inspect any work in progress and final completion of any work as approved or conditionally approved by the ACC. In the event of a pre-determination inspection the thirty-day response period as provided above will be automatically extended for fifteen days following completion of the pre-determination inspection. Except in the case of an emergency, the ACC must give not less than forty-eight (48) hours prior notice as to any work in progress inspection. The ACC must give notice as to any inspection as to final completion within ninety days after receipt of the notice of final completion as above required. Notice as permitted or required by this Section may be given by email or by any other method of notice as permitted by **Section 8.05**. The provisions of this Section are cumulative as to and not in limitation of **Section 6.03** regarding "Compliance Inspections."

SECTION 4.04 Variances. The Board (and only the Board) may grant specific variances to Architectural Guidelines and to the architectural and use restrictions set forth in **Article VII** of this Declaration. 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 or other Governing Documents except for the limited purpose of and to the extent of the specific variance expressly granted. A variance may be granted only upon specific findings (a) that the variance is necessary due to unusual circumstances which are reasonably beyond the control of the applicant to mitigate or rectify, or in other circumstances, such as due to topography or natural obstructions, as to which the Board determines a variance will result in a material enhancement to the applicant's Lot and/or to the Subdivision, and (b) that the granting of a specific variance will not materially and

adversely affect the architectural, aesthetic or environmental integrity of the Subdivision or the scheme of development therein. WHETHER OR NOT SO STATED IN A VARIANCE AND NOTWITHSTANDING ANYTHING IN A VARIANCE TO THE CONTRARY, A VARIANCE MAY EXTEND ONLY FOR THE PERIOD OF TIME DURING WHICH AND CONTINUES TO APPLY ONLY TO THE EXTENT THAT THE CIRCUMSTANCES THAT FORMED THE BASIS THEREFOR CONTINUE TO EXIST. THE BOARD RETAINS FULL AUTHORITY AS TO ANY VARIANCE AT ANY TIME TO TERMINATE OR MODIFY THE SAME IN ACCORDANCE WITH ANY SUCH CHANGE IN CIRCUMSTANCES.

SECTION 4.05 Records of Architectural Control Committee. The ACC is not required to maintain records of any of its meetings. The ACC must keep and maintain records evidencing the final decision(s) of the ACC regarding all requests for approval and requests for variance for not less than four years. The ACC must also maintain a record of all current Architectural Guidelines, and must provide copies to Owners upon written request and at the Owner's expense.

SECTION 4.06 Liability of Architectural Control Committee. Except as otherwise provided in **Section 3.06**, neither the Association nor the ACC, nor their respective Related Parties are liable to any Owner, the Owner's tenants, the Related Parties of either, or to any other Person for any actions or failure to act or in connection with any approval, conditional approval or disapproval of any application for approval or request for variance, including without limitation, mistakes in judgement, negligence, malfeasance, or nonfeasance. No approval or conditional approval of an application or related plans or specifications and no publication of Architectural Guidelines may ever be construed as representing or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the Regulated Modification will comply with applicable legal requirements, or as to any matters relating to the health, safety, workmanship or suitability for any purpose of the Regulated Modification. In particular but without limitation of the foregoing, each Owner is wholly and solely responsible for compliance with all building codes and requirements of, and all permitting and other requirements of, any governmental entity as applicable to the Owner's Lot, and no approval, conditional approval or any other act or decision of the Association, the Board, the ACC or any of their Related Parties will ever be deemed a representation, warranty or guarantee regarding any such compliance. The provisions hereof are cumulative of the provisions of **Section 3.06**.

Article V

Maintenance Fund

SECTION 5.01 Obligation for Payments to Maintenance Fund.

5.01.1 Establishment of Maintenance Fund. There is hereby established a Maintenance Fund in to which will be paid all assessments as provided for herein. The Board is responsible for the collection, management, control and expenditure of the Maintenance Fund. Each Owner of a Lot, by acquisition of any rights, 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 or annual assessments, special assessments and specific assessments, all as herein set forth.

5.01.2 Purpose of Maintenance Fund. The Maintenance Fund must be used for the purposes of promoting the common benefit and enjoyment of the Owners and occupants of the Subdivision, including without limitation (i) the maintenance, repair and replacement as applicable of all Subdivision Facilities (including as required by any governmental entity), (ii)

providing of private trash collection services and other facilities and services as herein permitted or provided, (iii) payment of taxes, insurance, management, accounting and other professional fees or charges, (iv) for the establishment and funding of capital, contingency or other reserves, (v) the expenditure of funds for the benefit of other properties within the vicinity of the Subdivision if in the judgement of the Board the Subdivision will benefit thereby, (vi) the payment, performance or discharge of all obligations of the Association pursuant to this Declaration and other Governing Documents, and (vii) the doing of any other thing necessary or desirable in the opinion of the Board in the furtherance of or for accomplishment of any of the foregoing. The judgements of the Board regarding establishment, setting or any other matters pertaining to any assessments and as to the collection, management and expenditure of the Maintenance Fund are final and conclusive.

5.01.3 Commencement and Proration; Personal Obligation; Transferees.

(a) The obligation to pay assessments commences as to each Lot upon the "Effective Date" of this Declaration as defined in **Section 8.08**. The regular annual assessment for 2019 will be due and payable as provided in **Section 5.03.1**. Assessments will be prorated at the time of closing on each sale of each Lot which occurs after the Effective Date from the first day of the month following the month in which the closing occurs.

(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 to statements of account as provided in **Section 5.01.4** or as to a transferee pursuant to a lawful and valid foreclosure of a superior lien as provided in **Section 5.07**, 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.

5.01.4 Statement of Assessments. Any transferee (or prospective transferee upon presentment of an executed earnest money contract or other writing satisfactory to the Board) will 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 Board 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 same. Except for fraud or misrepresentation, if the Association fails to respond to a proper written request for a statement of indebtedness within thirty days after receipt of the request 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, and the Lot transferred is not subject to a lien for, any unpaid assessments against the Lot accruing prior to the date of the written request.

SECTION 5.02 Uniform Rates; Application of Payments. Subject to applicable provisions of regular and special assessments on all Lots must be fixed at a uniform rate, and must be determined on a per Lot basis. All payments made by or on behalf of an Owner for assessments (regular, special or specific) are deemed made upon the date of receipt of the payment by the Association or its designated representative. Except as otherwise required by Texas Property Code, Section 209.0063 or as otherwise provided in applicable Association

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policies, all payments receive, including payments received in consequence of judicial foreclosure, will be applied (i) first to payment of accrued interest, then to payment of accrued late charges, then to payment of compliance costs (including attorneys fees), and then to payment of all other specific assessments listed in **Section 5.06.1** (ii) then to payment of all special assessments; and (iii) finally to payment of all regular assessments. Application within each category will be on a first in, first out basis.

SECTION 5.03 Base Rate and Subsequent Computation of Regular Assessments.

5.03.1 Initial Base Rate of Regular Assessments. The initial full base rate of the regular annual assessment for 2019 per Lot (and continuing during 2019 and thereafter unless and until modified as herein provided) is THREE HUNDRED AND NO/100 DOLLARS (\$300.00) per Lot per year. The full amount of the regular annual assessment for 2019 will be due and payable as specified in the notice thereof which may be given at any time after the Effective Date of this Declaration as defined in **Section 8.08**. The aforesaid notice must be given to all Owners and must state the due date therein for payment of the 2019 regular annual assessment which due date may not be less than thirty days after the date of the notice.

5.03.2 Due Dates. Commencing in 2020 and thereafter the Board has the right to require regular annual assessments be paid semi-annually, quarterly or monthly, in advance (instead of annually). If the Board does so, the semi-annual, quarterly or monthly installments of regular annual assessments, as the case may be, will be rounded upward to the next dollar, and the regular annual assessment will be automatically adjusted upward by the amount of such rounding. **UNLESS AND UNTIL OTHERWISE DETERMINED BY THE BOARD AS AFORESAID, THE FULL AMOUNT OF REGULAR ANNUAL ASSESSMENTS IS DUE AND PAYABLE ANNUALLY, IN ADVANCE, ON THE FIRST DAY OF JANUARY OF EACH CALENDAR YEAR.**

5.03.3 Subsequent Computation of Regular Assessments. For the year 2020 and thereafter the Board will adopt a budget at least annually to determine sums necessary and adequate to provide for the expenses of the Association for the succeeding twelve month period (including funding of capital, contingency and other reserves). The Board will set the annual rate of regular assessments based on the budget, and determine whether same will be payable annually, semi-annually, quarterly or monthly. Written notice must be given to Owners of all Lots if any change is made as to the amount of the annual rate of regular assessment or the due date(s) for payment of the same at least thirty days before the initial due date for payment.

SECTION 5.04 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 annual 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.

SECTION 5.05 Special Assessments. In addition to the other assessments authorized herein, including other special assessments, the Board may levy special assessments at any time during each fiscal year for purposes of defraying, in whole or in part, any expenses not anticipated by the budget then in effect, or to replace part or all of any contingency, capital or other reserve fund, or for any other purpose as deemed necessary or appropriate by the Board. **SO LONG AS THE TOTAL AMOUNT OF SPECIAL ASSESSMENTS IN ANY ONE FISCAL YEAR ALLOCABLE TO EACH LOT DOES NOT EXCEED FIFTY PERCENT (50%) OF THE AMOUNT OF THE REGULAR ANNUAL ASSESSMENT THEN IN EFFECT, THE BOARD MAY IMPOSE THE SPECIAL ASSESSMENT**

WITHOUT VOTE OR APPROVAL OF ANY OWNER; PROVIDED, AT LEAST THIRTY DAYS WRITTEN NOTICE MUST BE GIVEN TO THE OWNERS OF ALL LOTS OF ANY SUCH SPECIAL ASSESSMENT. Special assessments allocable to each Lot exceeding the foregoing limitation will be effective only if approved by the Owners of a majority of the Lots then contained within the Subdivision. The approval may be obtained in any manner as provided for approval of an amendment of this Declaration. Special assessments are payable as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

SECTION 5.06 Specific Assessments.

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

(a) Utility and Other Services. Assessments for utilities and/or services provided by or through the Association to less than all Lots, if any, or as to which variances among the Lots as to costs or other factors reasonably require separate assessment as determined by the Board, if any, will be separately and specifically assessed to each Lot and to the Owner of each such Lot as provided in this **Section 5.06.**

(b) Capitalization Fee. After the Effective Date of this Declaration, "Capitalization Fees" must be paid to the Association as provided in **Section 5.06.3.**

(c) 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 Board 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, as to each assessment account for each Lot which is not paid in full by the end of each month.

(d) Late Charges. A late charge in the amount of TWENTY FIVE AND NO/100 DOLLARS (\$25.00) per month, or such other reasonable amount or amounts as from time to time determined by the Board or as set by the Association's assessment collection policies, is hereby imposed as to each assessment account for each Lot which is not paid in full by the end of each month.

(e) 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. The foregoing includes, without limitation, all costs, expenses and reasonable attorneys fees incurred in connection with the judicial or non-judicial foreclosure of the Association's assessment lien, including prosecution or defense of any claims or actions relating to any such foreclosure proceedings.

(f) Other Obligations (Including Transfer and ACC Fees). All other monetary obligations established by or pursuant to this Declaration or other Governing Documents or which are otherwise permitted or authorized by law, including without limitation as permitted or authorized by Chapter 204 of the Texas Property Code, and which are intended to apply to one or several but not all Lots must be assessed against the applicable Owner(s).

Except for fines, the Board may from time to time contract with Managing Agents to provide statements of assessments or other charges or resale certificates, or to process changes of ownership or tenancy or applications for architectural approval, and in connection therewith (but subject to authority of the Board to waive any specific assessment as herein provided) may by contract or resolution assign to such Managing Agent the right to set the amount of fees or charges for any such services and to receive payment of the applicable charge.

5.06.2 Other Utility or Special Service Assessments. Additional or expanded utility or other special services to be provided by or through the Association other than as provided in this **Section 5.06** (such as, for example, for cable or satellite television services) may be approved by majority vote of the Owners at any special meeting of Owners called for such purposes. NOTICE OF APPROVAL OF ANY SUCH ASSESSMENT MUST BE FILED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS.

5.06.3 Capitalization Fees. At the time of closing on the sale of each Lot after the Effective Date of this Declaration as defined in **Section 8.08**, a "**Capitalization Fee**" must be paid to the Association as herein provided equal to fifty percent (50%) of the amount of the regular annual assessment then in effect, rounded up to the nearest dollar. The initial Capitalization Fee is due and payable as to each Lot upon completion of the initial sale of each Lot after the date of filing of record of this Declaration. Subsequent Capitalization Fees are due and payable at the time of closing on each subsequent sale of the Lot. Buyer must pay the applicable Capitalization Fee unless otherwise agreed between buyer and seller. Capitalization Fees will be deposited in the Maintenance Fund, and may be used by the Association for general operations, funding of any reserves or as otherwise determined by the Board. Capitalization Fees are non-refundable and are not deemed in any manner to be an advance payment of any other assessments.

5.06.4 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, or any Director, officer, agent or employee thereof, 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 Board, the Board 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.

SECTION 5.07 Lien for Assessments.

5.07.1 Establishment of Lien. All sums assessed against each Lot pursuant to this Declaration, whether by regular, special or specific assessment as provided herein, are secured by a continuing lien on such Lot in favor of the Association.

5.07.2 Perfection of Lien. The recordation of this Declaration constitutes record notice and perfection of the Association's continuing lien, effective from the date of recordation of this Declaration. No further recordation of a claim of lien or other notice of any type or kind whatsoever is required to establish or perfect such lien. 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 Board may direct.

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

(a) 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);

(b) 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;

(c) 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;

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

(e) such other mortgages, deeds of trust, liens or other encumbrances to which the Board may from time to time by written agreement specifically and expressly agree, subject to such terms and conditions as set forth in the applicable written agreement.

5.07.4 Other Liens. Except as provided in **Section 5.07.3** 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.

SECTION 5.08 Effect of Nonpayment of Assessments.

5.08.1 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.

5.08.2 Automatic Remedies. Except to the extent otherwise expressly required by law or unless otherwise agreed in writing by the Board, if any assessments are not paid by the due date, then:

(a) late charges, interest from the due date, and all compliance costs (including reasonable attorney's fees), all as set forth in **Section 5.06**, will be added to and included in the amount of such assessment except as otherwise expressly provided in the Association's current Assessment Collection Policy as provided in **Section 5.09** hereof;

(b) 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

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

5.08.3 Suspension of Services. To the fullest extent allowed by law, the Association may suspend until all assessments (including all specific assessments) are paid in full, all rights of the delinquent Owner, the Owner's tenants, and the Related Parties of either, to (i) receive any and all services provided by the Association to the applicable Lot and any improvements thereon, and/or (ii) use, employ or receive the benefits of any other Subdivision Facilities, including all rights to use of any and all recreational facilities, if any. Notwithstanding the foregoing, no Owner, Owner's tenant, or any of their Related Parties may be denied any rights of ingress, egress or regress to or from the Subdivision.

5.08.4 Action for Debt; Foreclosure, Including Expedited Foreclosure.

(a) 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 non-judicially by power of sale; and (iii) a continuing power of sale in connection with the non-judicial foreclosure of the Association's continuing lien for assessments as herein provided.

(b) The Board or the then President of the Association 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 Board or the then President of the Association 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 non-judicial, and to acquire, hold, lease, mortgage, or convey the same.

(c) If directed by the Association 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 must indemnify Trustee and hold 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 this 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.

(d) 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 non-judicial, 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.

(e) 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 will be full proof and evidence of the matters therein stated, that all prerequisites of the foreclosure sale will be presumed to have been performed, and that the foreclosure sale made under the powers herein granted will 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.

(f) The provisions of this **Section 5.08.4** 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, the Board is hereby specifically authorized to amend **Section 5.08** 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.

5.08.5 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 5.07.3**) as to the affected Lot. The foregoing applies to judicial and non-judicial foreclosure of the Association's continuing lien for assessments regardless of whether or not the holder of the inferior or subordinate lien or encumbrance is made a party to or given notice of any proceedings in connection therewith, including without limitation to the fullest extent permitted by law whether or not made a party to or given notice of any judicial foreclosure suit and any other proceedings in connection therewith.

SECTION 5.09 Miscellaneous Provisions.

5.09.1 Effect of Foreclosure or Bankruptcy. The effect of judicial or non-judicial foreclosure of a lien which is superior to the Association's continuing assessment lien under this Declaration, or acceptance of a deed in lieu thereof, and the effect of the discharge of an Owner in bankruptcy is determined as of the date of foreclosure, the date of signing of a deed in lieu which is accepted by the grantee or the date of filing of the bankruptcy in which the Owner is discharged, as the case may be (the "**Discharge Date**"). Foreclosure or acceptance of a deed in lieu as aforesaid does not relieve the former Owner from the personal obligation for

payment of assessments due as of the Discharge Date, but does release the Association's continuing assessment lien as to and only as to assessments due prior to the Discharge Date. The purchaser at foreclosure or grantee under a deed in lieu and an Owner discharged in bankruptcy is also relieved from any obligation for payment of assessments due prior to the Discharge Date, but is obligated to pay all assessments assessed or assessable from and after the Discharge Date and the Association's continuing assessment lien fully secures payment of said assessments. For purposes of the foregoing "**assessments assessed or assessable**" means (i) prorated regular annual assessments based on the number of months remaining in the calendar year in which the Discharge Date occurs regardless of whether the applicable regular annual assessment is payable in advance annually, semi-annually or quarterly, and (ii) any installments for special or specific assessments so payable which become due after the Discharge Date.

5.09.2 Assessment Collection Policies. The Board will adopt and may from time to time amend assessment collection policies consistent with this Declaration and in accordance with the Texas Property Code.

SECTION 5.10 Assessments as Independent Covenant. The obligation to pay assessments is a separate and independent covenant and contractual obligation on the part of each Owner. No off-set, credit, waiver, diminution or abatement may be claimed by any Owner to avoid or diminish the obligation for payment of assessments for any reason, including, by way of illustration but not limitation (i) by nonuse of any Subdivision Facilities or abandonment of a Lot, (ii) by reason of any alleged actions or failure to act by the Association, the Board, the ACC, or any of their Related Parties, whether or not required under this Declaration or other Governing Documents, (iii) for inconvenience or discomfort arising from the making of repairs or improvements which may be or are the responsibility of the Association, the Board, the ACC, or any of their Related Parties, or (iv) by reason of any action taken by the Association, the Board, the ACC, or any of their Related Parties, to comply with any law, ordinance, or any order or directive of any governmental authority, or pursuant to any judgment or order of a court of competent jurisdiction.

Article VI

Maintenance; Casualty Losses

SECTION 6.01 Association Maintenance Responsibilities

6.01.1 General. The Association will maintain, repair and replace all Subdivision Facilities, and keep the same in good repair. This maintenance includes, without limitation, maintenance, repair, and replacement of all landscaping, irrigation and other improvements situated on any real property which is a part of the Subdivision Facilities.

6.01.2 Other Facilities or Services. The Association will 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 governmental entities with the authority to require any such maintenance, such maintenance to be in accordance with applicable contracts, agreements, ordinances, rules, regulations and decisions of such authorities. The Owners may also approve providing of other Subdivision Facilities, including other services to be provided through the Association, by majority vote at any special meeting of the Owners called for that purpose.

6.01.3 Access; Cooperation. Each Owner, tenant and their Related Parties must afford to the Association and its Related Parties access upon, above, under and across the Owner's Lot and must otherwise fully cooperate with the Association and its Related Parties to the fullest extent reasonably necessary for any maintenance, repair, reconstruction or replacement by the Association as permitted or required by this Article, this Declaration or any other Governing Documents. Without limitation of the foregoing, each Owner, tenant and their Related Parties must promptly comply with all policies, decisions and directives of the Association as to access and in all other respects as is reasonably necessary for the Association to promptly and properly perform any such maintenance, repair, reconstruction or replacement.

6.01.4 Owner's Liability for Payment of Association Costs. Each Owner, tenant, and their 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, tenants, or their Related Parties, in violation of the foregoing provisions.

6.01.5 Amendment by Board. At an open meeting for which prior notice has been given to the Owners the Board may add to, modify, discontinue or otherwise amend the provisions of this **Section 6.01.1** regarding Subdivision Facilities, including as to any other facilities and/or services to be provided through the Association. Any such amendment must be filed in the Official Public Records of Real Property of Harris County, Texas.

SECTION 6.02 Owner Maintenance Responsibilities.

6.02.1 General; Interior Maintenance. Except as otherwise herein expressly provided, all maintenance, repair and replacement of and as to each Lot and all improvements thereon is the sole responsibility of the Owner thereof. Each Owner must maintain their Lot and all improvements thereon at all times in such manner as to obtain and maintain Prevailing Community Standards on a continuing basis as may be more specifically determined by this Declaration and other Governing Documents, including as determined from time to time by duly adopted Architectural Guidelines and Rules and Regulations. Without limitation of the foregoing, each Owner must properly maintain, at each Owner's sold cost and expenses, the interior of the Owner's residence and garage, including all fixtures, equipment, appliances, things and devices located therein. MAINTENANCE WHICH AFFECTS THE EXTERIOR APPEARANCE OF A RESIDENCE OR GARAGE IS SUBJECT TO APPLICABLE PROVISIONS OF ARTICLE IV REGARDING ARCHITECTURAL CONTROL COMMITTEE APPROVAL.

6.02.2 Residences and Other Improvements. Each Owner must 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, exterior walls, driveways, parking areas and all other exterior portions of the Owner's residence and garage. Without limitation of the foregoing, each Owner must provide proper repair and maintenance as and when needed as follows (the term "residence" includes garage, as applicable):

(a) 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. NO CHANGE IN THE EXTERIOR COLOR SCHEME OF A RESIDENCE AS ORIGINALLY CONSTRUCTED (INCLUDING AS TO THE ORIGINAL EXTERIOR PAINT COLOR OR COLORS OR THE CONFIGURATION OF THE COLORS) IS PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ACC.

(b) The windows must be maintained so that no caulking thereon is chipped or cracked and no window panes are cracked or broken. All windowsills, door jams and thresholds, framing and trim for all windows and exterior doors and all hinges, latches, locks and all other hardware which are part of and/or necessary to the proper functioning of all windows and exterior doors must be maintained so that all remain whole, sound, in a neat and attractive condition and fully operational.

(c) All exterior doors, including garage doors, must be maintained, repaired, replaced and/or repainted as needed to prevent an unkept or unsightly appearance, to prevent leaning or listing, 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.

(d) All exterior surfaces on each Owner's residence, including siding, brick, stone and stucco, as applicable, must be properly maintained at all times.

(e) All exterior surfaces of each Owner's residence, including the roof and all walls, windows and exterior doors, must be periodically cleaned as needed to prevent mold, mildew or other discoloration.

(f) The roof on each Owner's residence must be maintained to prevent sagging, to prevent leaks, so that all shingles, tiles or slates are properly secured, curled shingles or damaged shingles, tiles or slates 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. The appearance of the roof may not be changed by any such maintenance without the express written approval of the ACC.

(g) 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.

(h) All concrete areas on each Owner's Lot, including sidewalks and driveway, 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.

(i) All fences or walls erected on each Owner's Lot must be maintained to prevent any listing or leaning, and all broken or damaged members and all holes and cracks must be repaired so that no portion thereof is permitted to rot or decay, and as otherwise provided in **Section 7.12**. PAINTING OR STAINING OF WOODEN FENCES IS PROHIBITED UNLESS APPROVED IN WRITING BY THE ACC.

(j) All recreational equipment, which may be installed if and only if approved by the Architectural Control Committee, must be maintained to prevent any unsightly or unkept condition, including for example but without limitation, proper maintenance of swing sets to prevent rust and corrosion, and proper maintenance of basketball goals to prevent rust and corrosion and by replacement as needed of torn or worn nets.

6.02.3 Owner Utilities and Easements.

(a) The provisions of this Section apply to all "Owner Utilities" as defined below save and except to the extent the Association is expressly required by this Declaration to provide such maintenance or to the extent maintenance any Owner Utilities are provided and actually performed by any governmental entity or utility company.

(b) The Owner of each Lot must maintain, in proper working order and on a continuing basis, and must properly repair and replace as needed 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 exclusively service the Owner's Lot (the "**Owner Utilities**"), regardless of the location of the Owner Utilities.

(c) 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 the Board upon written request when the circumstances clearly demonstrate that a different manner of allocation is required.

(d) The Association may provide maintenance, repair and/or replacement regarding any Owner Utilities to the extent and in such manner as from time to time determined by the Board, but all costs thereof will be specifically assessed to the applicable Owner(s).

6.02.4 Landscaping. All grass, shrubbery, trees, flower beds, vegetation and all other landscaping, either natural or artificial, on each Lot which is not maintained by the Association must be properly irrigated and otherwise properly maintained by and at the sole cost of the Owner of each Lot 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 MUST IRRIGATE AND MAINTAIN ALL LANDSCAPING TO THE STREET CURB REGARDLESS OF WHETHER THE LOT LINE IN FACT EXTENDS TO THE STREET CURB, IF AND TO THE EXTENT ANY SUCH AREA IS NOT MAINTAINED BY THE ASSOCIATION.

6.02.5 Annual Observations and Maintenance. Without limitation of an Owner's obligation for continuing maintenance as otherwise provided herein, each Owner is responsible for conducting at least annual observations and inspections of the Owner's Lot and all improvements thereon to ascertain all maintenance and other work needed to obtain and maintain Prevailing Community Standards, including full compliance with this **Section 6.02**. The observations and inspections must include without limitation (i) foundations and flatworks,

(ii) roofs, (iii) all wood works, including window and door frames, and (iv) all guttering, downspouts, grading and all other matters needed to ensure positive drainage from foundations to promote rapid runoff, to avoid collecting ponded water near any structure which could migrate down any soil/foundation interface and to minimize infiltration of water from rain and lawn watering, and to prevent drainage from one Lot to another Lot or to Subdivision Facilities. Each Owner must promptly perform all work which each annual observation and inspection indicates is reasonably necessary.

6.02.6 Adjacent or Adjoining Owners. No Owner or their tenant will allow any condition to exist or fail or neglect to provide any maintenance which materially and adversely affects any adjoining or adjacent Lot, any Subdivision Facilities, or any improvements on any such Lot or the Subdivision Facilities.

6.02.7 Disturbance of Subdivision Facilities. In the event the performance of any Owner's maintenance responsibilities requires that any portion of the Subdivision Facilities be modified, removed or disturbed, then such Owner must first obtain the written consent of the ACC as to same. All such work must be performed, at the option of the Association, either under the supervision of the Association in accordance with plans and specifications approved by the ACC, or by the Association at the reasonable expense of the Owner. If the Association performs the work at the expense of the Owner, the ACC may require a security deposit or advance payment of all of the estimated expenses which the Owner must pay upon demand. Such indebtedness will be added to and become a part of the specific assessments to which such Owner and the Owner's Lot are subject, and is secured by the continuing lien herein established against such Owner's Lot.

6.02.8 Dispute Resolution Among Owners.

(a) Any disputes among Owners regarding any rights or responsibilities pursuant to this Article or as otherwise permitted or required by this Declaration or other Governing Documents may be submitted in writing to the Board. The Board also has full authority to direct submission of any dispute to the Board in writing. After notice and opportunity to be heard, the Board has full authority to resolve all such disputes, and its decisions as to same are final. The Board's authority includes without limitation the right and authority (i) to direct the completion of any maintenance, repair or replacement and to allocate costs thereof among the disputing Owners, (ii) to authorize one of the disputing Owners or a third party to control the completion of the maintenance, repair or replacement, (iii) to order the disputing Owners to mediation or arbitration through a county dispute resolution center or similar organization or under the Rules of the American Arbitration Association, and (iv) to allocate among the disputing Owners all costs of the maintenance, repair or replacement and all costs (including attorney's fees) incurred in the dispute resolution process.

(b) Each disputing Owner must pay their allocated share of compliance costs (including attorney's fees) within thirty days after receipt of a statement for payment thereof. A final costs statement may be submitted by the Board or may be submitted by disputing Owners to the Board for resolution as above provided. If any Owner fails to pay their allocated costs as aforesaid, all such costs will automatically be assessed as a specific assessment against the defaulting Owner as provided in **Section 5.06**. If one Owner has prepaid allocated costs of another and the prepaid sum is later collected by the Association, that sum (without interest if any) will be reimbursed to the Owner who prepaid same. All rights and remedies under this Section are cumulative.

SECTION 6.03 Right of Entry and Inspection; Owner's Default.

6.03.1 Compliance Inspections; Required Work. In the event the Board or ACC determine that (i) an Owner may have or has failed or refused to discharge properly the Owner's maintenance obligations as provided in this Article, or (ii) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder may have or has been caused through the willful or negligent act or omission of an Owner, the Owner's tenants, or their respective Related Parties, then the Board or ACC may conduct inspections of any affected Lot, the exterior of the residence and all other buildings thereon, and all other structures and improvements thereon (a "**Compliance Inspection**") and/or perform the repair, replacement or maintenance (the "**Required Work**") in accordance with this Section.

6.03.2 Procedures. The Board or ACC must give written notice of intent to conduct a Compliance Inspection and/or to perform Required Work. The notice may be given by posting on the front door of the residence at the applicable Lot regardless of any other address maintained by the Owner, or in any other manner permitted by **Section 8.05**. Except in the case of an emergency, the notice must give the applicable Owner ten days to schedule a Compliance Inspection and/or perform Required Work (or to commence and thereafter proceed with diligence to completion of Required Work which cannot be reasonably completed in ten days), failing which the Board or ACC may proceed without further notice. In the case of an emergency the Board or ACC may proceed immediately with any Required Work required to abate the emergency but will thereafter proceed as aforesaid.

6.03.3 Costs; Decisions; No Liability. All costs and expenses of conducting a Compliance Inspection as to which a violation is determined to exist and all costs and expenses of Required Work performed by the Board or ACC will be assessed against the applicable Lot and the Owner thereof as a specific assessment which must be paid within ten days after notice of same is given to the applicable Owner. The good faith determination by the Board or ACC as to the need for a Compliance Inspection and as to all aspects of Required Work is final and conclusive, and extends to any thing or condition as to such Lot or which adversely affects any other Lot or Subdivision Facilities. The Association, the Board or ACC and their Related Parties are not liable for trespass or any other tort or claim for damages in connection with any actions or failure to act pursuant to this Section.

SECTION 6.04 Casualty Losses - Association Responsibilities. Except as hereafter provided, in the event of damage by fire or other casualty to the Subdivision Facilities or regarding any other matters as to which the Association has an obligation to maintain pursuant to this Declaration or other Governing Documents, or if any governmental authority requires any repair, reconstruction or replacement as to same, the Association must perform all repairs, reconstruction or replacement necessitated thereby (the "**Casualty Work**"). The Casualty Work must be such as will substantially restore the Subdivision Facilities to its condition prior to the casualty or as required by the governmental authority. Any insurance proceeds payable as to the Casualty Work must be paid to the Association. Except for Casualty Work which is required by any governmental authority, the Owners may agree not to perform any Casualty Work. Any decision not to perform Casualty Work must be submitted to the Owners at a special meeting of Members called for that purpose, and must be approved by affirmative vote of the Owners of not less than a majority of all Lots then contained in the Subdivision.

SECTION 6.05 Casualty Losses - Owner Responsibilities.

6.05.1 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 (the "**Damaged Improvement**"), the Damaged Improvement must be repaired, reconstructed or replaced in its entirety, or it must be demolished and removed as hereafter provided.

6.05.2 Manner of Repair or Removal. All repair, reconstruction or replacement of a 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 and condition as approved by the ACC. If a Damaged Improvement is not repaired, reconstructed or replaced as aforesaid, then the Damaged Improvement must be removed in its entirety from the Lot and the Subdivision, including removal of any foundation, and all other restoration work must be performed, including grading and sodding, as is required such that after demolition and removal Prevailing Community Standards are maintained as determined by the ACC.

6.05.3 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 any 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 in writing by the ACC.

6.05.4 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, and the Board or ACC may require 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.

6.05.5 ACC Approval Required. The provisions of **Article IV** apply to all work and any other activities pursuant to the requirements of this Section.

SECTION 6.06 Owner Insurance. NOTWITHSTANDING ANY PROVISIONS OF THIS DECLARATION OR ANY OTHER GOVERNING DOCUMENTS (i) OBTAINING OF LIABILITY AND PROPERTY INSURANCE REGARDING AND FOR EACH LOT AND ALL IMPROVEMENTS THEREON (INCLUDING RESIDENCES AND APPURTENANT STRUCTURES AND THE CONTENTS THEREOF) IS THE SOLE RESPONSIBILITY OF THE OWNER, TENANT AND/OR OTHER OCCUPANT THEREOF, AND (ii) THE ASSOCIATION AND THEIR RELATED PARTIES HAVE NO OBLIGATION WHATSOEVER TO CONFIRM

OBTAINING OF ANY INSURANCE AS AFORESAID AND HAVE NO OTHER RESPONSIBILITIES REGARDING ANY OF THE SAME.

SECTION 6.07 Association Insurance. To the extent reasonably available, the Association will 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 cost value of the insured property, comprehensive liability insurance, including medical payments insurance, libel, slander, false arrest and invasion of privacy coverage, and errors and omissions coverage, in amounts determined by the Board and covering all occurrences commonly insured against for death, bodily injury, and property damage, and such other insurance as the Board deems appropriate. The Board will determine appropriate deductibles for all insurance policies. THE ASSOCIATION, THE BOARD, THE ACC AND THEIR RELATED PARTIES ARE NOT LIABLE FOR FAILURE TO OBTAIN ANY INSURANCE COVERAGE OR TO OTHERWISE COMPLY WITH ANY OTHER PROVISIONS OF THIS **ARTICLE VI** REGARDING SAME IF SUCH FAILURE IS DUE TO UNAVAILABILITY OR TO EXCESSIVE COSTS AS DETERMINED IN THE SOLE GOOD FAITH OPINION OF THE BOARD, OR FOR ANY OTHER REASON BEYOND THE REASONABLE CONTROL OF THE BOARD. The Board is specifically authorized from time to time to adopt and amend policies, procedures and any other Rules and Regulations to more fully effectuate the purposes and intent of the provisions of this **Article VI**.

SECTION 6.08 Easements.

6.08.1 Incorporation of Easements. All easements, dedications, limitations, restrictions and reservations shown on any Plat and all validly existing grants and dedications of easements and related rights heretofore made or hereafter established as herein provided affecting the Subdivision or any Lots and filed in the Official Public Records of Real Property of Harris County, Texas, are incorporated herein by reference and made a part of this Declaration for all purposes, and are deemed to be incorporated in each and every contract, deed or conveyance executed or to be executed by any Person covering any portion of the Subdivision, including any Lot.

6.08.2 Blanket Access Easement. A continuing non-exclusive easement is hereby reserved in favor of the Association and its Related Parties 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 functions or duties of the Association as hereby provided or exercise of any of its rights regarding the 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 8.05** 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 will be immediate without notice, but in such case notice as aforesaid must be given as reasonable soon as practicable.

6.08.3 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.

6.08.4 Utilities. Easements as shown on the Plat or otherwise of record and rights of ingress, egress and regress as to the same for installation, maintenance and operation of utilities and drainage facilities are reserved. No structure, planting or other materials are permitted within these easements which may or does damage or interfere with the installation, maintenance or operation of any utilities. The easement areas of each Lot and all improvements therein or thereon must be maintained by the Owner of the Lot, except those improvements of a public authority or utility which will be maintained by such authority or utility. The title to a Lot does not include title to any utility facilities located within easements or streets. No public authority or utility will 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.

6.08.5 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 6.08**, 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 6.08**, may not, once established or obtained, be adversely affected 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 VII

General Restrictions, Covenants and Conditions

SECTION 7.01 Residential Use; Group Homes; Treatment Facilities.

7.01.1 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.

7.01.2 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) is consistent with the residential character of the Subdivision and does not cause any annoyance or unreasonable inconvenience to Owners or occupants of area Lots, (ii) does not

require additional parking or increase traffic within the Subdivision, (iii) does not involve use of any part of the applicable Lot, or the residence, garage 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, (iv) 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), (v) does not involve the visible storage of any tools, equipment, materials, inventory, items, things or devices other than as consistent with operation of a small home office, and does not involve the storage of any item, thing or device (including as aforesaid) which is hazardous, which constitutes any type of threat to health or safety or which constitutes any type of nuisance, and (vi) complies with all applicable governmental ordinances (including zoning ordinances), and with all other governmental laws, rules, regulations and permitting or licensing requirements applicable to the same.

7.01.3 Residential Use Only. Without limitation of the foregoing, as used in this Declaration the term "**residential use**" is to 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.

7.01.4 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 7.02 Pets, Animals and Livestock.

(a) 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 of gentle disposition. 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 7.04**, 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, and does not 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, no animal, including any dog or other Permitted Pet, which has in fact exhibited viciousness or ill temper or any other health or safety risks as determined by the Board is permitted within the Subdivision, including within any Lot.

(b) 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. Owners of a Permitted Pet must immediately remove and dispose of, in a sanitary manner, feces and any other excretions left by any Permitted Pet at any location in the Subdivision outside of the Owner's Lot. Owners of a Permitted Pet must periodically remove and dispose of, in a sanitary manner, feces and any other excretions left by any Permitted Pet at any location upon the Owner's Lot and/or within the Owner's residence as necessary to prevent any

unsafe, unsanitary or odorous conditions. No Permitted Pet may be allowed to cause or create any nuisance, annoyance, or unreasonable disturbance or noise as determined by the Board. Owners must also fully comply with all applicable laws, statutes and ordinances of all governmental agencies regarding each and all of each Owner's Permitted Pets, including without limitation all licensing and vaccination requirements.

(c) In the event of any violations of this Section or other applicable Governing Documents, the Board may assess fines as specific assessments, impose additional requirements as to the Permitted Pet (such as requiring a dog be muzzled), or require removal of an animal either by the owner of the animal or the Owner of the applicable Lot, or by a public animal control agency.

(d) The Board may adopt Rules and Regulations to further regulate Permitted Pets, including without limitation as to fines or required removal of animals, to implement mandatory program for registration of all Permitted Pets with the Association, regulations to further specify types of usual and customary household pets to be included or excluded as Permitted Pets, regulations as to maximum permitted size or weight of any Permitted Pet, regulations as to number or type of animals, birds or fish which may be kept within a residence and/or other conditions or limitations as to same, and regulations as to areas outside a residence where Permitted Pets are permitted or from which they are excluded. NO PETS OF ANY KIND ARE PERMITTED UPON ANY SUBDIVISION FACILITIES EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PERMITTED BY APPLICABLE RULES AND REGULATIONS AND THEN ONLY IN STRICT COMPLIANCE THEREWITH, AND EXCEPT AS TO LEGITIMATE SEEING-EYE DOGS OR AS OTHERWISE EXPRESSLY REQUIRED BY LAW.

SECTION 7.03 Vehicles; Parking.

7.03.1 Purposes. As an older Subdivision, the streets within Westgrove Court are relatively narrow. There are also two curves at the corners of Westgrove Court which limit visibility for traffic. Accordingly, the streets in the Subdivision are not designed to accommodate street parking. All Lots in the Subdivision are therefore required to have a minimum two car garage and a driveway of sufficient size for parking therein of not less than two Occupant Vehicles. Among the purposes of the parking restrictions is to minimize street parking and to require so far as possible parking of all Vehicles upon each Lot.

7.03.2 Definitions. As used in this **Section 7.03** (and in other Governing Documents as applicable), the following definitions apply:

"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 or trailer, and including without limitation of the foregoing such other devices as from time to time specified by applicable Rules and Regulations.

"Commercial Vehicle" means any type of self-propelled or towed Vehicle (i) used for transport of goods or passengers for compensation of any kind, or for transport of hazardous materials as defined by applicable law, or (ii) which has commercial signage, graphics, designs, artwork or other displays on or attached to the exterior of the Vehicle or which is visible from the exterior of the Vehicle, whether temporary or permanent. Commercial Vehicles include without limitation semi-trucks or trailers, snap-on tool and similar step vans, limousine, taxi and similar transport Vehicles and such other Commercial Vehicles as may be

specified by applicable Rules and Regulations. The foregoing does not prohibit temporary travel or parking of Commercial Vehicles within the Subdivision as hereafter provided.

"Inoperable Vehicle" means any Vehicle which (i) does not have physically and properly displayed on the Vehicle both a current and valid license plate and current and valid state inspection sticker as required by applicable law, or (ii) which is not for any reason capable of lawful operation on public streets, or (iii) as otherwise determined by the Board or by applicable Rules and Regulations.

"Occupant Vehicle" means Vehicles as to each Lot which are permitted within the Subdivision as provided by this **Section 7.03** and which are owned and/or operated by (i) any single family member or other occupant residing at the Lot, and any housekeeper and any other domestic servants as to each single family residence, regardless of the duration the Vehicle is parked, stored, operated or kept within the Subdivision, and (ii) any other person visiting or staying at the Lot or who otherwise parks, stores, operates or keeps any Vehicle within the Subdivision at any time during and for any duration of time during a day (y) on any three days or more in any calendar week, or (z) on any five days or more in any calendar month or in any consecutive 30-day.

"Oversized Vehicle" means (i) as to each Lot, any Occupant Vehicle which cannot be parked wholly within the garage or driveway on the Lot at which the Owner of the Occupant Vehicle resides, or (ii) any Vehicle which due to size cannot otherwise be parked within the Subdivision or a Lot in full compliance with this **Section 7.03**. Subject to the foregoing which applies in the event of any conflict, Oversized Vehicles include any truck larger than a three-quarter ton pick-up truck, 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 and such other Vehicles as specified by applicable Rules and Regulations.

"Unsightly Vehicle" means any Vehicle as reasonably determined by the Board (i) with exterior signage, graphics, designs, artwork or other displays which are not professionally applied, or which are vulgar, obscene, gaudy, or otherwise offensive to persons of ordinary sensibilities, or (ii) which due to damage, disrepair or dilapidation is offense in appearance to persons of ordinary sensibilities.

"Unused Vehicle" means any Vehicle which remains in the same general location on a street, or in a driveway within the Subdivision, for seven or more consecutive days or seven or more days in any fourteen-day period, or as otherwise determined by the Board or applicable Rules and Regulations.

7.03.3 Prohibited Vehicles; Covers Prohibited. The following Vehicles may **not** be parked, stored or kept at any time at any location within the Subdivision, including without limitation upon any street, or upon any part of any Lot, unless such Vehicle is stored completely within a garage: (i) boat, sailboat or other similar watercraft; (ii) boat or truck rigging; (iii) truck larger than a three-quarter ton pick-up; (iv) mobile home, trailer, recreational vehicle or bus; (v) Commercial Vehicle; (vi) Unused Vehicle or Inoperable Vehicle of any kind, (vii) Oversized Vehicle; (viii) any Unsightly Vehicle; and (ix) any Vehicle (including without limitation any motor bikes, motorcycles, motor scooters, 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 an annoyance or nuisance, as may be determined in the sole and absolute discretion of the Board. Use of Vehicle covers of any kind (except for Vehicles parked completely in a garage) is prohibited.

7.03.4 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 or across any part of any sidewalk or street. No Owner or resident is permitted to park or store any Vehicle on the Lot of another Owner or resident.

7.03.5 Parking - Occupant Vehicles.

(a) Each Lot within the Subdivision must have constructed thereon and must at all times maintain thereon a private driveway of sufficient size that not less than two Occupant Vehicles may be parked within the driveway, and such parking is wholly within the driveway without extending in to or across any part of any sidewalk or street and does not in any other manner violate any provision of this Section or of this Declaration or of any other Governing Documents

(b) At least one Occupant Vehicle must be parked in the garage of the applicable Lot before any other Occupant Vehicle is parked upon the driveway of that Lot.

(c) Parking of any Occupant Vehicle as to each Lot upon any street within the Subdivision is prohibited during any time when parking within the garage or the driveway of the Lot is available. For example, if a Lot has a two-car garage and a driveway of sufficient size to permit parking of two Occupant Vehicles thereon, then at least four Occupant Vehicles must be parked in the garage and the private driveway before any other Occupant Vehicle as to that Lot is parked upon any street within the Subdivision. If and only during such times as Occupant Vehicles are parked in the garage and driveway as aforesaid, then not more than one additional Occupant Vehicle as to a Lot may be parked on the street in front of the residence as provided below regarding street use.

(c) EXCEPT AS ABOVE PROVIDED AND EXCEPT FOR TEMPORARY PARKING AS HEREAFTER PERMITTED, NO OCCUPANT VEHICLE OF ANY KIND MAY BE PARKED OR STORED AT ANY TIME AT ANY LOCATION UPON ANY STREET WITHIN THE SUBDIVISION. ACCORDINGLY, ANY OCCUPANT VEHICLE WHICH IS NOT PARKED OR STORED AS ABOVE PROVIDED MUST BE PARKED OR STORED OUTSIDE OF THE SUBDIVISION.

(d) Parking of Occupant Vehicles upon area public streets located outside of the Subdivision is permitted subject to the above subsections and subject to the right of applicable governmental authorities to restrict or prohibit the same at any time and from time to time.

7.03.6 Guest Parking. There are no areas within the Subdivision which are specifically reserved for guest parking, and guest parking upon any area street may also be restricted or prohibited. Guest parking within the Subdivision is therefore restricted to the types of Vehicles and to the permitted areas for parking of the same as above provided regarding and as applicable to the Lot the guest is visiting.

7.03.7 Temporary Parking.

(a) **"Temporary parking"** means parking only for so long a period as is reasonably necessary to complete loading, unloading, pick-up or delivery, with such activity commenced promptly after the Vehicle is parked and completed promptly thereafter, and only during such period as is reasonably required with the exercise of due diligence to commence and complete maintenance, repair or reconstruction. Except as provided in subsection (c), any parking which exceeds thirty consecutive minutes or a total of one hour in any day is presumed not to be temporary.

(b) Temporary parking upon a Shared Drive is permitted (i) by Occupant Vehicles, guests and invitees, and by pick-up or delivery services, but solely for purposes of loading and unloading of passengers and cargo, and (ii) by other Vehicles in connection with and only during the conducting of work as to the maintenance, repair or reconstruction of a residence or other Improvement. Any such temporary parking is subject to applicable provisions of this **Section 7.03** not inconsistent with this subsection, to such Rules and Regulations as from time to time promulgated by the Board and to applicable law (such as prohibitions against parking in fire lanes, or in such manner as to block entry to or exit from the Subdivision or any Lots).

(c) Pick-up or deliveries (such as moving in or out of a residence) or maintenance, repair or reconstruction requiring longer than thirty consecutive minutes or one hour in any day must be coordinated with the Board and/or the Managing Agent, must be conducted in such manner as to minimize interference with traffic and pedestrian ingress, egress or travel and must otherwise be conducted in accordance with directives of the Board and/or Managing Agent and applicable Rules and Regulations. IF ANY TEMPORARY PARKING IMPEDES OR IMPAIRS INGRESS, EGRESS OR REGRESS AS TO ANY LOT OR THE SUBDIVISION, A CONTACT PERSON MUST BE AVAILABLE DURING THE ENTIRE TEMPORARY PARKING PERIOD FOR PURPOSE OF PROMPTLY MOVING THE VEHICLE, EITHER IN PERSON AT THE VEHICLE OR VIA A MOBILE TELEPHONE NUMBER WHICH IS SECURELY FIXED TO AND CONSPICUOUSLY DISPLAYED ON THE DRIVER'S SIDE WINDOW OF THE VEHICLE.

7.03.8 Street Use and Parking; No Obstructions.

(a) All streets within or in the vicinity of the Subdivision are restricted to use for vehicular ingress, egress and regress, parking of Vehicles to the extent (and only to the extent) otherwise permitted by this Declaration, and incidental pedestrian ingress, egress and regress. No object, thing or device may be placed, stored, or maintained within or upon any street, and no activities are permitted thereon which would impede or impair the aforesaid intended uses. Without limitation of the foregoing, no street may be used as a play area or for any other recreational use, no toys, barbeque or other cooking equipment, or any recreational equipment may be placed, maintained or stored within or upon any street, and no persons are permitted to play, loiter, congregate, or roam about within or upon any street. ALL OWNERS AND TENANTS AND THEIR RELATED PARTIES ASSUME SOLE RESPONSIBILITY FOR ALL CONSEQUENCES OF ANY USAGE OF ANY STREETS WITHIN THE SUBDIVISION AND ANY VIOLATIONS OF THE FOREGOING, INCLUDING AS TO ALL DAMAGES FOR PERSONAL INJURY OR OTHERWISE, AND MUST INDEMNIFY, DEFEND AND HOLD HARMLESS THE ASSOCIATION AND THEIR RELATED PARTIES AS TO ANY AND ALL SUCH CONSEQUENCES.

(b) WHEN PARKING OF OCCUPANT OR GUEST VEHICLES IS ALLOWED ON ANY STREET AS HEREINABOVE PROVIDED, THE VEHICLES MUST BE PARKED ALONG THE CURB OR SIDE EDGE OF THE STREET IN FRONT OF AND WHICH ABUTTS THE LOT AT WHICH THE OPERATOR OF THE OCCUPANT VEHICLE RESIDES OR WHICH THE GUEST IS VISITING, OR AS CLOSE THERETO AS CIRCUMSTANCES PERMIT. ALL SUCH PARKING IS SUBJECT TO APPLICABLE LAW, AND TO POSTED RULES AND ANY OTHER DESIGNATIONS (SUCH AS FIRE LANES) WHICH MAY OTHERWISE LIMIT, RESTRICT OR PROHIBIT ANY SUCH PARKING.

7.03.9 Repair, Rental or Sale of Vehicles Prohibited. No repair or other work of any kind may be performed at any time on any Vehicle within the Subdivision. The foregoing prohibition includes any such activities on any streets within or in the vicinity of the Subdivision, or on any Lot, including the private driveway on each Lot. The foregoing prohibition does not include temporary emergency repairs or other work required in order to promptly remove an Inoperable Vehicle or disabled Vehicle from the Subdivision or a street in the vicinity of 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 Vehicle, including any Occupant Vehicle, is prohibited. Without limitation of the foregoing, no Vehicle repair or mechanic's shop of any kind, and no Vehicle 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 at any other location within the Subdivision.

7.03.10 Towing; Other Remedies. The Board or its designated representative may cause any Vehicle which is parked, stored or maintained in violation of the Governing Documents or applicable law to be booted or to be removed from the Subdivision to any Vehicle storage facility within Harris County, Texas. Any such booting or removal will be at the sole cost and expense of the Person owning such Vehicle (whether or not such Person is an Owner or tenant), and/or the Owner and/or tenant as to whom such Person is a visitor, guest, invitee or other Related Party. Any such booting or removal may be in accordance with any applicable statute or ordinance, including Chapter 2308 of the Texas Occupations Code, as amended (the "**Texas Towing/Booting Statute**"). The Association may contract with a towing company and/or boot operator which is licensed, bonded and insured as required by the Texas Towing/Booting Statute (a "**Designated Towing Company**") to provide requisite signage and other notices, and for the booting and/or towing of Vehicles parked or otherwise kept or stored in violation of the Governing Documents. All rights and remedies as aforesaid are cumulative of any other rights or remedies of the Association or its Related Parties.

7.03.11 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.

7.03.12 Other Regulations.

(a) Posted Rules Control. Posted Rules control in the event of any conflict with this **Section 7.03** or any other Governing Documents. "**Posted Rules**" include for example but without limitation no parking or restricted parking, speed limit and other traffic regulations, restrictions or control signage. All Owners, tenants and their Related Parties and all other persons entering or occupying the Subdivision must fully comply with all Posted Rules.

(b) Other Rules and Regulations. The Board may (but has no obligation to) adopt Rules and Regulations pertaining to this **Section 7.03**, including establishment and enforcement of fines as to and/or procedures for the removal of any Vehicle or any other item, thing or device which is kept, operated, stored or parked in violation of any such Rules and Regulations or other Governing Documents.

(c) Variances. The Board may (but has no obligation to) grant variances regarding parking or other provisions of this **Section 7.03** in individual cases to accommodate unusual circumstances or to alleviate undue hardship. Any variance may be limited in duration or otherwise as determined by the Board. In all events any such variance will terminate immediately at such time and to the extent the unusual circumstances or hardships are or with reasonable diligence could be alleviated.

7.03.13 Optional Controlled Access System; Easements.

(a) By majority vote of the Owners at a special meeting called for such purpose the Owners may agree to construction, installation, maintenance, repair and operation of a controlled access gate system, including all associated controllers, operators and related facilities and devices ("**Controlled Access System**"). In like manner the Owners may also agree to include all perimeter fencing which encloses the Subdivision within the Controlled Access System. In such event, and to the extent agreed to by Owners as aforesaid, the Controlled Access System will be included in, and must be constructed, installed, maintained, repaired and operated as part of, the Subdivision Facilities.

(b) If the Owners approve a Controlled Access System as provided in subsection (a) above, then an amendment of this Declaration must be filed of record as to the same. Upon filing of the amendment, permanent easements will thereupon be automatically established for the construction, installation, maintenance, repair and operation of the controlled access system, including as to all perimeter fencing if included as part of the Controlled Access System, together with reasonable working space and necessary rights of ingress, egress and regress for purposes of construction, installation, maintenance, repair and operation of the Controlled Access System.

(c) The easements established by subsection (b) above include without limitation easements as to all areas of any Lot affected by placement or operation therein or thereon of any part of the Controlled Access System. The Association and its Related Parties have no liability whatsoever by reason of any loss of usage or any other consequences resulting from any such easements. It is the responsibility of the Owner of any Lot containing any such affected area, such Owner's tenants and their Related Parties to keep all such areas open and unobstructed, and to otherwise prevent any interference with the proper functioning, operation, maintenance, repair or replacement of any part of the Controlled Access System. Without limitation of the foregoing, parking (including temporary parking as otherwise herein permitted) is expressly hereby prohibited within any area which would impede or impair the proper functioning, operation, maintenance, repair or replacement of any part of the Controlled Access System.

7.03.14 LIMITATION OF LIABILITY. THE ASSOCIATION, ITS RELATED PARTIES, AND ANY PERSON REMOVING ANY VEHICLE AS HEREIN PROVIDED (THE "**INDEMNITEES**") HAVE NO LIABILITY WHATSOEVER IN CONSEQUENCE OF REMOVAL OF ANY VEHICLE AS HEREIN PROVIDED. THE PERSON OWNING EACH

TOWED VEHICLE (WHETHER OR NOT SUCH PERSON IS AN OWNER) AND THE OWNER AND OWNER'S TENANT AS TO WHOM SUCH PERSON IS A VISITOR, GUEST, INVITEE, OR OTHER RELATED PARTY, MUST HOLD ALL SUCH INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LIABILITIES OR DAMAGES ARISING, DIRECTLY OR INDIRECTLY, AS RESULT OF SUCH REMOVAL. THE PROVISIONS HEREOF ARE CUMULATIVE OF THE PROVISIONS OF **SECTIONS 3.06 AND 7.03.3.**

SECTION 7.04 Nuisance; Unsightly or Unkempt Conditions.

7.04.1 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.

7.04.2 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.

7.04.3 Pollutants; Hazardous Materials. Without limitation of any other provisions of this Section, no Owner or tenant, and no Related Parties of either, may 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).

7.04.4 Sound Devices; Excessive Noise. Owners and occupants must use reasonable care to insure that outdoor social gatherings and activities do not create excessively loud noise which is unreasonably audible within any enclosed areas of adjacent or area residences. Exterior horns, bells, whistles and similar devices and excessively loud activities such as practice of a band are prohibited if unreasonably audible within any enclosed areas of adjacent or area residences.

7.04.5 Firearms and Fireworks Prohibited. The use of firearms in the Subdivision is strictly prohibited except as otherwise expressly allowed by law. The term "**firearms**" includes without limitation "**B-B**" guns, pellet guns, and small or large firearms of all

types. Fireworks of any type are strictly prohibited upon any Lot or at other location within the Subdivision.

7.04.6 Disposal of Trash. No trash, rubbish, garbage, manure, debris or offensive material of any kind may be kept or allowed to remain on any Lot, nor may any Lot be used or maintained as a dumping ground for such materials. No incinerator may be maintained on any portion of the Subdivision, and disposal of any materials by incineration within the Subdivision is strictly prohibited. All trash and similar matter to be disposed of must be placed in cans or similar receptacles with tight fitting lids or plastic bags tied or otherwise tightly secured, and must 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 must be kept in a clean and sanitary condition, and must comply with all applicable federal, state, county, municipal or other governmental laws and regulations. All such prohibited matter must be removed from each 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 must be placed in such area or areas as the Board may from time to time direct, or as the applicable garbage and sanitation service or provider may require; provided trash and garbage may not be placed for pickup earlier than ten (10) hours prior to a scheduled pickup day, and all receptacles therefor and any remaining trash and garbage must be removed from the pickup site by midnight of the pickup day. Any of the foregoing provisions may be modified, added to or deleted by applicable Rules and Regulations.

7.04.7 Outdoor Cooking. Outdoor cooking is permitted on each Lot, but only in the back yard area of each Lot. Outdoor cooking is permitted only in equipment especially constructed for the same, only in strict compliance with all applicable fire codes, ordinances and all other applicable governmental regulations and only in such manner as not to create any health or safety hazards of any kind to persons or property. The use of outdoor cooking equipment within a garage, residence or other outbuilding is prohibited. Outdoor cooking is prohibited upon Subdivision Facilities unless authorized by the Board. All outdoor cooking equipment must be properly maintained, and must be stored in an area screened from public view when not in use.

7.04.8 Responsibility of Owners, Indemnity and Release. It is the responsibility of the Owner, Owner's tenants and any other occupant of each Lot, and not of the Association or its Related Parties, to prevent the development of any unhealthy, unsafe, unclean, unsightly or unkempt condition on their Lot. Each Owner, each Owner's tenant and their Related Parties are liable for all consequences of any failure to fully comply with this **Section 7.04**, and must indemnify, defend and hold harmless any other Owners, Owner tenants, the Association and their Related Parties as to any and all damages regarding any violations of this **Section 7.04**. The provisions of this Section are cumulative of, and without limitation as to, all other applicable provisions of this Declaration and other Governing Documents.

SECTION 7.05 Type of Residence.

7.05.1 Single Family Residence Required: Limited Duplex Exception.

(a) No building other than one single family residence 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 the ACC may be constructed, placed or permitted to remain on each Lot. No permitted residence upon any Lot may exceed thirty-eight feet (38')

in height as measured from normal, pre-construction grade level to the highest point of any part of the roof, exclusive of chimneys, and of roof vents and similar roof extrusions. In addition no permitted residence may exceed two and one-half stories. For purposes of the foregoing "one-half story" means (i) living area located wholly within the roof frame, with one or more dormers which are set back from the side walls, and with living area that does not exceed fifty percent (50%) of the square footage of the main floor, or (ii) as otherwise defined by the American Institute of Architects (or similar professional organizations) if and to the extent any such definition is incorporated in applicable Architectural Guidelines. Without limitation of the foregoing, the term "**single family residence**" is to be construed to prohibit garage apartments, apartment houses, duplex houses except as provided in subsection (b) below, and any other multi-family dwelling.

(b) Notwithstanding subsection (a) above or any other provisions hereof, a limited exception is hereby granted for continuing maintenance of a duplex upon Lots Eleven (11), Thirteen (13) and Fourteen (14), in Block Two (2), as so designated on the Plat (the "**Duplex Lots**"). The term "**Duplex**" means one building which contains two separate single family residences with separate entrances for each single family residence. This exception will continue only for so long as the existing Duplex continues to remain upon each Duplex Lot without substantial reconstruction. Substantial reconstruction includes without limitation the addition of a story or other increase in height which are hereby prohibited. In the event of substantial reconstruction of or the razing of a Duplex for new construction this exception will immediately terminate as to the applicable Lot and thereafter only one single family residence will be permitted on the applicable Lot.

7.05.2 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 IS NOT 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 THE ACC. 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.

7.05.3 Living Area Requirements. The living area (air-conditioned space) for each single family residence on any Lot must be not less than 2,500 square feet. Notwithstanding the foregoing, the living area (air-conditioned space) for each single family residence may not be reduced by reconstruction or other modification in any manner to less than the square footage of the living area of the residence as originally constructed or as

reconstructed, whichever is greater. Square footage will be measured to the outside of exterior walls (i.e., outside of brick, siding stone, or stucco); stairs and two-story spaces are counted only once. A/C returns, pipe chases, fireplaces and non-structural voids are excluded.

7.05.4 Prohibited Homes and Structures. No tent, shack, mobile home, or other structure of a temporary nature may 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 the ACC. 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 the ACC.

SECTION 7.06 Location of Residence and Other Improvements. 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, the following will apply:

7.06.1 The front building set-back line on all Lots is twenty feet (20') from the front property line, as reflected on the recorded plat.

7.06.2 The side building set-back lines on all Lots except Lot 16 in Block 2 and the South line of Lots 9 and 10 in Block 1 is seven feet (7') from each side property line. The side building set-back lines on Lot 16 in Block 2 is five feet (5') from each side property line, and the South building set-back line on Lots 9 and 10 in Block 1 is ten feet (10') from the South property line.

7.06.3 All dwelling must face the front of the Lots and streets adjoining the said Lots, it being considered that Lot 9 in Block 1 faces West on Westgrove Lane and Lot 10 in Block 1 faces East on Eastgrove Lane.

7.06.4 The building set-back lines apply to all residences, garages and other improvements placed on the Lots, including porches, porte cocheres, car ports and other permanent parts of the improvements.

7.06.5 No hedge or trees may be planted within ten feet (10') from the main sanitary sewer line on any Lot.

7.06.6 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 is not to be considered as a part of a residence or garage.

SECTION 7.07 Leases.

7.07.1 Definition; Restrictions; Certain Limitations.

(a) As used in this Declaration or any other Governing Documents, "lease," "leasing" or equivalent means occupancy of a Lot by any Person other than an Owner with the Owner's consent, express or implied, or for which the Owner or any Related Party of the Owner receives any consideration or benefit, including without limitation, any fee, service,

gratuity or emolument, regardless of whether or not such occupancy is pursuant to a written lease. "Lessee" includes any occupant as aforesaid pursuant to a lease.

(b) No Lot may be leased other than for use as a single family residence as herein provided and defined. No Owner may lease a Lot and attendant use of the residence and improvements thereon for transient or hotel purposes. No lease may be for an initial term of less than six months. No Owner may lease less than an entire Lot and attendant use of the residence and improvements thereon. All leases must be in writing. All occupants pursuant to a lease (whether or not in writing) are specifically subject in all respects to all provisions of this Declaration and all other Governing Documents (whether or not expressly stated in a lease). Any failure by lessee or other occupant to comply with this Declaration or any other Governing Documents will be a default under the lease.

(c) The Association may not adopt or enforce any provisions pursuant to this Declaration or any other Governing Documents that (i) require a lease or rental applicant or lessee to be submitted to or approved for tenancy by the Association, or (ii) require submission to the Association of a consumer credit report, or a lease or rental application. The Association may by adoption of applicable Rules and Regulations require submission to the Association of any lease covering any Lot, but in such case any of the following may be redacted or otherwise made unreadable or indecipherable before submission: (w) social security number; (x) driver's license number; (y) government-issued identification number; or (z) account, credit card or debit card number.

(d) Except as provided in subsection (c) above, this **Section 7.07** does not prohibit any provisions of this Declaration or any other Governing Documents relating to occupancy or leasing.

7.07.2 Default. In the event of default under any lease due to violation of this Declaration or any other Governing Documents, the Association may (but has no obligation to) initiate any proceedings, actions or litigation under the lease to enforce compliance or to terminate the lease and/or for eviction. With regard to the foregoing, each Owner hereby irrevocably appoints the Association or its designated representative as their attorney-in-fact, agrees to indemnification in regard thereto to the fullest extent herein provided (including as set forth in **Section 3.06**) and agrees to be solely responsible for all costs thereof (including as provided in **Section 5.06.1**). NO PROCEEDINGS, ACTION OR LITIGATION UNDER THIS SECTION OR ANY OTHER PROVISIONS OF THIS DECLARATION OR ANY OTHER GOVERNING DOCUMENTS MAY EVER BE CONSTRUED AS AN ASSUMPTION BY THE ASSOCIATION OR ITS RELATED PARTIES OF ANY OBLIGATION WHATSOEVER UNDER ANY LEASE OR REGARDING ANY LEASEHOLD INTEREST, INCLUDING WITHOUT LIMITATION, ANY OBLIGATION REGARDING SECURITY DEPOSITS, MAINTENANCE AND ANY OTHER OBLIGATIONS PURSUANT TO TITLE 8 OF THE TEXAS PROPERTY CODE, ALL SUCH OBLIGATIONS BEING HEREBY EXPRESSLY DISCLAIMED.

7.07.3 Joint and Several Liabilities. Lessor(s) and lessee(s) are jointly and severally liable for the observance and performance of all of the terms and provisions of this Declaration and all other Governing Documents, including without limitation joint and several liability for all damages, costs and expenses resulting from any violation, by either, or by their respective Related Parties, all fines and assessments imposed hereby and with respect to all other rights and remedies regarding enforcement of this Declaration and all other Governing Documents.

SECTION 7.08 Construction Standards.

7.08.1 Applicability. In addition to all other applicable requirements of this Declaration and other Governing Documents, construction of all single family residences and appurtenant structures must be in accordance with, and all residences and appurtenant structures must be maintained, repaired and reconstructed to the extent applicable in accordance with, the provisions of this Section, and any substantial reconstruction of an existing residence or other improvement must be completed so far as possible in accordance with this Section.

7.08.2 Maximum Period for Completion of Construction. Upon commencement of construction of a single family residence, the work thereon must be prosecuted diligently to the end that the same will not remain in a partly finished condition any longer than reasonably necessary for completion thereof. In any event construction must be substantially completed within twelve months after pouring of the slab for a single family residence. The foregoing period will be extended in the event of and only for the duration of delays due to strikes, war, acts of God or other good causes beyond the reasonable control of a builder or Owner as determined by the ACC.

7.08.3 Permitted Hours for Construction Activity. Except in the case of an emergency, outside construction work or noisy interior construction work is not permitted on any legal holiday or Sunday, and otherwise only between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays.

7.08.4 New Construction Materials Required. Only new construction materials (except for used brick if approved by the ACC may be used.

7.08.5 Storage of Materials; Clean-Up. No building materials of any kind or character may be placed or stored upon any Lot more than ten days before construction is commenced. No building materials may be placed upon or within any street or between the curb and any Lot line. Except as otherwise permitted by the ACC, all materials permitted to be placed on a Lot must be placed within the boundaries of the Lot. All construction sites must be maintained in a reasonably clean manner as circumstances permit and as the ACC may reasonably determine, including removal of trash and debris on a daily basis. Any porta potty or other portable toilet must be fenced or otherwise screened as approved by the ACC. Upon completion of construction, any unused materials and all trash and debris must be promptly removed from the Lot and the Subdivision and in any event not later than ten days after construction is completed.

7.08.6 Landscaping. All initial landscaping installed on any Lot must be in accordance with plans and specifications approved by the ACC.

7.08.7 Driveways. Each Lot within the Subdivision must have constructed thereon and must at all times maintain thereon a private driveway of sufficient size that not less than two Vehicles may be parked thereon in such manner that each Vehicle can be parked wholly within the private driveway without extending in to or across any part of any sidewalk or street, and without in any other manner violating any other provision of this Declaration, including **Section 7.03**, or any other Governing Documents. All driveways must be constructed of concrete or concrete pavers as approved by the ACC, or other appropriate materials as approved by the ACC. All driveways which cross any drainage ditch or other drainage device must be constructed to keep the drainage ditch or other drainage device clear

of obstructions to operation and maintenance, and in accordance with applicable provisions of **Section 7.09** regarding drainage and applicable requirements of any governmental authority.

7.08.8 Exterior Materials. The exterior wall areas of each residence must be covered such that not less than fifty-one percent (51%) of the exterior wall area of the residence, excluding gables, windows and door openings, are brick, stone or stucco. The remainder of the exterior wall areas of the residence may be constructed of wood, composite siding or such other material as approved by the ACC.

7.08.9 Garage Height. No garage may exceed in height the dwelling to which it is appurtenant.

7.08.10 Painting of Frame Construction. No structure of any kind or character which incorporates wood construction on the exterior may be erected on any Lot unless such structure receives at least two coats of paint at the time of construction, or if the exterior is redwood, cedar or other material intended to have an exposed natural finish or such other protective finish as approved by the ACC.

7.08.11 Roof Materials. Roofs of all residences must be constructed so that the exposed material is composition type shingles, or such other material which is compatible in quality and appearance to the foregoing, all as may be approved by the ACC. Architectural standing seam metal roofs are also permitted if and to the extent approved by the ACC, including as to finish and color. All garage roofs, and roofs of any gazebo or outbuildings as may be approved by the ACC must match the residence. Wood shingles of any type are prohibited on any residence, building or structure. "**Energy Efficient Roofing**" is permitted as may be provided in applicable protected property use policies as provided in **Section 7.21**.

7.08.12 Metal Buildings or Structures Prohibited. No metal buildings of any kind are permitted anywhere within the Subdivision unless approved by the ACC. The foregoing does not prohibit incorporation of metal components in permitted buildings (such as stairs and studs) as approved by the ACC.

7.08.13 Mailboxes. One mailbox must be maintained at all times upon each Lot, and the mailbox must be properly maintained at all times to accommodate regular reception of mail in accordance with applicable rules and regulations of the United States Postal Service and the Association. Installation and any subsequent modification of a mailbox and post or other housing for the same on each Lot must be approved by the ACC. All mailboxes must be either mounted on a black metal post with a black painted finish (or as otherwise approved), or installed in a mailbox type housing constructed of brick which matches the applicable residence, as approved by the ACC. All mailboxes, and the mounting post or housing for same, must be properly maintained at all times, including maintenance as needed to avoid any leaning or listing, periodic cleaning and painting, and, as needed, repair or replacement of damaged or deteriorated mailboxes, posts and/or housing.

7.08.14 Utility and Other Home Facilities.

(a) **Maintenance Of Utilities Required.** Utility services for each single family residence as originally constructed must include water, sewage, electric and gas services, and all such services must be maintained by the Owner at all times when the residence is occupied and as otherwise herein provided.

(b) Air Conditioners. No window, wall or exterior roof mounted type air conditioners or heating units, or any part thereof, and no air conditioners or heating units, or any part thereof, which is visible from any public street are permitted.

(c) Disposal Units. Each kitchen in a single family residence must be equipped with a garbage disposal unit, and the same must at all times be kept in good working order and serviceable condition.

(d) Structured In-Home Wiring. Each residence must include among its components structured in-house wiring and cabling to support multiple telephone lines, Internet/modem connections, satellite and cable television service and in-house local area networks which must connect to a central location or Main Distribution Facility where all low voltage structured wiring is terminated and interconnected (the "**MDF**"). The MDF will be the central location for all structured in-house wiring of all types including security, data, video, and telephone wiring. The wiring room must be a clean interior space, temperature controlled and secure. The components must be installed only in a dry location as described in the National Electric Code ("**N.E.C.**"). The following are acceptable locations: (i) a dedicated wiring closet (ideal installation); (ii) a utility room that is considered dry as described in the N.E.C.; or (iii) a master bedroom closet. The components **MAY NOT** be installed in a garage, crawl space, exterior enclosure, or fire rated wall, as these are not approved installation locations. The volume and ventilation characteristics of the MDF must allow for 70W heat dissipation without exceeding the ambient temperature and humidity requirements. The specific requirements, specifications, and locations for structured wiring, number of drops and each MDF must be approved by the ACC as to initial construction of each residence, and are thereafter subject to applicable Rules and Regulations.

(e) Home Alarm Systems. Each residence must include among its components a home alarm system located next to or within the "MDF" (as defined in subsection (d) above). The home alarm system must be wired so as to protect all accessible doors and windows. It must also have the ability to be monitored by a licensed monitoring company. The specific requirements for the home alarm system must be approved by the ACC as to initial construction of each residence, and are thereafter subject to applicable Rules and Regulations.

7.08.15 Tree Preservation; Tree Survey and Disposition Plan.

(a) Definitions. The following definitions apply in this Section:

(1) "**Construction**" means (i) demolition of an existing residence and subsequent construction of a new residence, (ii) construction of new residence on a vacant Lot, (iii) Major Remodeling, as herein defined, and (iv) expansion of the driveway area in the front setback areas and/or street right-of-way of interior Lots plus the street-side setback areas and street right-of-way on corner Lots.

(2) "**Critical Root Zone**" or "**CRZ**" means the area of soil which extends radially from the trunk of a tree to the branch dripline.

(3) "**Major Remodeling**" means any Construction which increases the building footprint of an existing residence by twenty percent (20%) or more.

(4) **"Professional"** means a person who has a degree in landscape architecture, forestry, horticulture or related field with a minimum of five years experience.

(5) **"Protected Tree"** means all trees located in the front setback area of an interior Lot or the front and side setback areas of a corner Lot, excluding hackberry, cottonwoods, and Chinese tallow trees, with a trunk or trunks fifteen inches (15") in diameter and larger measured four and one-half feet (4½') above grade. If the trunk of a tree straddles the Lot line, the tree is deemed to be located in the area where the predominance of the trunk is situated. Trees in the street right-of-way are also protected by the City of Houston, Texas tree ordinance referenced herein. The ACC has the final authority over any disputes regarding determination of any tree location.

(6) **"Tree Protection Fence"** means a barrier constructed to encompass the CRZ of a Protected Tree to prevent damage to the CRZ during Construction.

(7) **"Tree Survey and Disposition Plan"** means and applies as follows:

(i) A site plan drawn to scale prepared by a Professional identifying all Protected Trees and CRZs on the Lot and street right-of-way, including any Protected Trees on any adjoining Lot and street right-of-way which have more than thirty percent (30%) of their CRZ on the subject Lot. A caption for each Protected Tree must indicate whether the tree will be protected or removed. The required Tree Protection Fence referenced below must be shown on the site plan for each Protected Tree to remain on the Lot.

(ii) To remove any Protected Tree identified on the site plan for the Lot in the front setback area of interior Lots plus the side setback area on a corner Lot during Construction or Major Remodeling and for a period of one (1) year after completion thereof, a written request must be submitted which must include the reason(s) why the tree should be removed. For any tree to be removed, the location, species, and size of the replacement tree must be shown on the Tree Survey and Disposition Plan.

(iii) The Tree Survey and Disposition Plan must include a copy of all permits as required by applicable City of Houston tree ordinances authorizing the removal of any Protected Tree in any street right-of-way.

(iv) The Tree Survey and Disposition Plan must include an outline of measures that will be taken during Construction or Major Remodeling to adequately prevent damage to and to protect Protected Trees, including by use of Tree Protection Fences.

(b) Protection Required. The Owner of each Lot must protect and preserve Protected Trees. No Protected Tree may be removed except as herein provided.

(c) Required Trees. Each Lot must have a minimum of two trees in the front setback area. Each corner Lot must have a third tree in the side setback area. The type and size of each tree must be approved by the ACC; provided that each tree must have a caliper of at least four inches (4") and a minimum height of twelve feet (12').

(d) Plans Required. A Tree Survey and Disposition Plan must be submitted to the ACC for review and approval prior to demolition of an existing residence, In the case of a vacant Lot, the Tree Survey and Disposition Plan must be submitted as part of the construction plans before any Construction commences on a Lot.

(e) Removal and Replacement. With prior approval of the ACC a Protected Tree which is determined by a Professional to have an incurable life-threatening disease, or a Protected Tree which may create a hazard to property or persons due to damage to or death of the tree, must be promptly and properly removed. If removal is approved a replacement tree as also approved by the ACC must be planted within ninety days after removal. The replacement tree must have a caliper of at least four inches (4") and a minimum height of twelve feet (12').

7.08.16 Lot Subdivisions and Combinations.

(a) Except as provided in subsection (b) below, no Lot as reflected on the Plat may be subdivided or combined with any Lot, or the boundaries thereof otherwise changed. The foregoing does not preclude use of an "Adjacent Lot" for "residential purposes", subject to strict compliance with applicable protected use policies as provided in **Section 7.21**.

(b) Subject to strict compliance with applicable protected use policies regarding "Adjacent Lots", any Owner or Owners of one or more Lots may, with prior written approval of the ACC, consolidate such Lots or portions thereof into one building site for the purposes of constructing a single family residence and appurtenant improvements on the resulting composite Lot. The ACC may not approve any Lot combinations except in accordance with the following:

(1) Any approval by the ACC will be conditioned upon (whether or not stated therein) obtaining of abandonment or release of all side Lot line utility and other easements applicable to the Lots prior to consolidation, and to all replatting requirements and applicable ordinances of the City of Houston, Texas.

(2) No combination of Lots will be permitted which would result in establishment of a Lot having an area of less than six thousand five hundred square feet (6,500 sq. ft.) or a front Lot line of less than seventy feet (70') in width.

(3) The side building setback lines of any composite Lot will be measured from the resulting side property lines rather than from the Lot lines as indicated on the Plat, if any. The front and rear setback lines of any composite Lot shall be determined by (and equal to) the most restrictive setback line of the Lot or portion of a Lot comprising the composite Lot.

(4) Obligations for payment of assessments and voting rights will be determined as to the composite Lot based on the number of Lots per the Plat (or fractional parts thereof) combined. For example, if one and one-half (1½) Lots as designated by the Plat are combined, then thereafter the Owner of such composite Lot must pay regular assessments at the rate of one and one-half times the rate otherwise applicable to Lots designated by the Plat, and will be entitled to one and one-half (1½) votes as the composite Lot.

7.08.17 Traffic Sight Line Areas. No fence, wall, hedge, tree, shrub planting or any other thing or device which obstructs sight lines at elevations between two and eight feet (2' & 8') above a street is permitted (i) on any corner Lot within the triangular area formed by the

two (2) boundary lines thereof abutting the corner streets and a line connecting them at points twenty-five feet (25') from their intersection, or (ii) on any Lot within the triangular area formed by the boundary line abutting a street, the edge line of any driveway pavement and a line connecting them at points ten feet (10') from their intersection. The foliage line of any tree located within any sight line area must be maintained at all times at a height of not less than twelve feet (12') above any roadway surface.

7.08.18 Compliance With Laws. All construction of any single family residence must be in compliance with applicable governmental laws, ordinances and regulations, including applicable building codes or permit or licensing requirements.

SECTION 7.09 Drainage, Including Easements.

7.09.1 Drainage Devices. The Owner of each Lot must excavate as necessary for and 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 the Owner's Lot as is reasonably necessary to properly maintain and control water drainage and erosion. Once established and for so long as continued maintenance thereof is reasonably necessary, all Drainage Devices must remain unobstructed, and must be properly maintained by and at the sole cost of the Owner of each Lot to which the same pertains.

7.09.2 Owner Obligations. 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.

7.09.3 Authority of ACC. To obtain and maintain proper drainage, including as required by this Section, and/or as changing circumstances may require, the ACC is hereby specifically authorized to require any Owner to construct, install and maintain such gutters and/or downspouts, drains, drainage lines and any other Drainage Devices as the ACC determines, and/or to remove any obstruction, thing or device or cease any activity, either upon initial construction of any residence or other improvement, or at any time thereafter that circumstances reasonably require. **ANY REQUEST FOR APPROVAL PURSUANT TO ARTICLE IV HEREOF WHICH WOULD ALTER OR EFFECT ANY THEN EXISTING DRAINAGE DEVICES OR DRAINAGE PATTERNS MUST SPECIFICALLY STATE AND DOCUMENT IN DETAIL WITH PROPER PLANS AND SPECIFICATIONS ALL SUCH ALTERATIONS AND EFFECTS, AND MUST SPECIFICALLY AND EXPRESSLY REQUEST APPROVAL AS TO THE SAME.**

SECTION 7.10 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 the ACC. 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 the ACC. 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 the ACC. 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 7.11 Signs.

7.11.1 Definition; General Rule. As used in this **Section 7.11**, "**sign**" means and includes any billboards, posters, banners, pennants, displays, symbols, emblems, advertising devices of any kind, and any other type of sign of any kind, including without limitation business, professional, promotional or institutional signs. "**Sign**" also means and includes flags of any kind, subject to applicable provisions of **Section 7.11.3**. 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 as may be approved in writing by the ACC and except as otherwise expressly permitted in this **Section 7.11**.

7.11.2 Prohibited Signs. No sign is permitted which contains language, graphics or any display that is vulgar, obscene or otherwise offensive to the ordinary person. Permitted signs must be professionally printed and prepared, and must be properly installed and maintained, to avoid unsightly appearance. The good faith determination of the ACC as to any of the foregoing is final. No sign may be illuminated. No sign may be placed on any Lot closer than five feet from any street, or closer than any building setback line as to any side or back Lot line, or within any traffic sight line area. No Owner, Owner's tenant or their Related Parties, is permitted to place any sign on another Owner's Lot or upon any Subdivision Facilities. No sign may be placed upon or within, or attached to, any Subdivision Facilities without the prior written consent of the ACC. Foreclosure, bankruptcy and other distressed sale references are specifically prohibited. Signs disparaging, defaming or demeaning any Person, the Association, the ACC or their Related Parties, on account of race, creed, gender, religion or national origin or for any other reason, are specifically prohibited.

7.11.3 Permissible Signs. Signs as set forth in this **Section 7.11.3** are permissible to the extent and subject to strict compliance with all applicable provisions of this Section as follows:

(a) "For Sale" or "For Lease" Signs. "For Sale" or "For Lease" signs are permitted as follows: (i) not more than one sign is permitted upon a Lot; (ii) the sign may be displayed only by the Owner of and upon the applicable Owner's Lot, and not upon any other Lot or any other location within the Subdivision; (iii) the sign must be professionally prepared and printed, and must be provided by a professional real estate sales or leasing company unless otherwise approved by the ACC; (iv) the sign may not exceed five square feet in size, (v) the sign must be fastened only to a stake in the ground in the front yard area of the applicable Lot, and the top of the sign may not be higher than four feet (4') above ground level; (vi) the sign may not be illuminated; and (vii) the sign may be displayed only during such period of time that the applicable Lot is in fact for sale or for lease.

(b) Security Signs and Stickers. Security service signs and stickers are permitted as follows: (i) no more than one security sign is permitted at a located at or near each entry door to the residence; and no such sign may exceed 12"x12" in size; (ii) no more than one security sticker is permitted on each entry door to the residence, no more than one security sticker is permitted on one window on the front, each side and the back of the residence and no security sticker may exceed 4"x4" in size; (iii) no security signs or stickers

may be illuminated, and (iv) only security signs or stickers as printed, prepared and provided by a commercial security or alarm company are permitted.

(c) Political Signs and Permitted Flags. "Political Signs" and "Permitted Flags" are permitted subject to strict compliance with all applicable protected use policies as provided in **Section 7.21**.

7.11.4 Other Signs and Regulations. Without limitation of any other provisions hereof regarding Architectural Guidelines, variances and Rules and Regulations, the ACC is also hereby specifically authorized to adopt Architectural Guidelines in general and to approve in specific instances such other signs, and such other specifications and regulations regarding the same, as deemed necessary or appropriate and subject to such conditions as determined by the ACC.

7.11.5 Default. Any sign of any kind placed or displayed within the Subdivision in violation of this **Section 7.11**, may be removed at any time by or at the direction of the Board or the ACC, and may be discarded as trash without liability for trespass, conversion or damages of any kind. In addition, the Board or the ACC may, after notice and opportunity to be heard, assess as a specific assessment a fine for each day any sign is placed within the Subdivision in violation of this **Section 7.11** not to exceed seventy-five dollars (\$75.00) per day per sign, or as otherwise provided by applicable Architectural Guidelines and/or Rules and Regulations.

SECTION 7.12 Lot Fences, Walls and Hedges.

7.12.1 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.

7.12.2 Approval Required. No Lot Fencing may be constructed, placed or maintained on any Lot without prior written approval of the ACC obtained in accordance with **Article IV**.

7.12.3 General Requirements. Except as otherwise approved by the ACC in accordance with **Article IV**, all Lot Fencing must comply with the following:

(a) No Lot Fencing may exceed eight feet (8') in height measured from the highest point of grade along the applicable fence line.

(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 ACC in accordance with **Article IV**.

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

7.12.4 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 includes, 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 must 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 ACC OBTAINED IN ACCORDANCE WITH **ARTICLE IV**. 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 must be shared equally by, the adjoining Owners. Otherwise, all such maintenance, repair or replacement is the responsibility of, and must be performed 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 ACC OBTAINED IN ACCORDANCE WITH **ARTICLE IV**.

SECTION 7.13 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.

SECTION 7.14 Exterior Lighting. Except for customary Christmas lighting, any exterior lighting of a residence or Lot must be approved by the ACC. No exterior lighting (including Christmas lighting) may be directed outside property lines of the Lot upon which same is located. All lighting fixtures (except Christmas lighting) must be compatible in style and design to the residence where located. Christmas lighting and related decorations and ornamentation may be displayed between November 15 and January 10. The ACC may in particular instances or the Board may by adoption of applicable Rules and Regulations permit other holiday lighting, decorations and ornamentation, provided that no Christmas or other holiday lighting is permitted which may or does cause any annoyance, nuisance, safety hazard or unsightly condition or appearance.

SECTION 7.15 Timesharing Prohibited. No Lot may be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot or the single family residence thereon rotates among members of the program on a fixed, floating or other time schedule.

SECTION 7.16 Antennas and Satellite Dish Systems.

7.16.1 General Rule. Except as otherwise expressly approved by the ACC in writing, or as otherwise expressly permitted by applicable Architectural Guidelines or by 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. The Board is hereby specifically authorized to adopt and amend Architectural Guidelines and/or Rules and

Regulations regarding any antenna or satellite dish system in accordance with this Declaration, subject to the aforesaid laws.

7.16.2 Prohibited Antenna. No antenna, "dish" or other device may 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 may 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 Board to grant variances as provided in **Article IV**, the Board is specifically authorized to (but is not in any event required to) grant variances as to prohibited antenna, and the Board may condition granting of any such variance upon placement of the applicable antenna in the attic of a residence.

SECTION 7.17 Septic Tanks; Irrigation. No septic tank, private water well or similar private sewage or water system is permitted on any Lot. 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 may be installed, constructed or operated upon any Lot or elsewhere in the Subdivision. Private irrigation wells 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 with the prior written approval of the ACC.

SECTION 7.18 Unoccupied Property. The Owner of a Lot with an unoccupied residence, including any mortgagee in possession and any mortgagee obtaining title to a Lot by foreclosure or by any deed or other arrangement in lieu of foreclosure, is liable for full observance and performance of all terms and conditions of this Declaration and all other Governing Documents, including in particular but without limitation: (i) proper maintenance of the Lot and all improvements thereon; (ii) securing of the unoccupied residence, including fastening of windows and locking of all entry and garage doors, and maintenance of appropriate curtains or other permitted window covers in order to prevent unauthorized entry or use; and (iii) such other maintenance as required to avoid an appearance of abandonment or other unsightly or unkept appearance.

SECTION 7.19 Oil and Mining Operation. No gas or oil drilling, gas or oil development operations, oil refining, quarry or mining operations of any kind are permitted upon the Subdivision, and no oil wells, tanks, tunnels, mineral excavations or shafts are permitted upon or in the Subdivision.

SECTION 7.20 Artificial Vegetation, Exterior Sculpture, and Similar Items. Artificial vegetation, exterior sculpture, fountains, flags (excepting as provided in **Section 7.11**), birdhouses, birdbaths and other decorative embellishments or similar items are prohibited at any location upon a Lot which is visible from any street or at ground level from another Lot except with the prior written approval of the ACC obtained as provided in **Article IV**.

SECTION 7.21 Protected Property Uses and Devices. Without limitation of any other provisions hereof regarding Architectural Guidelines or otherwise, Declarant or the Board may at any time adopt policies regarding protected property uses and devices pursuant to Chapters 202, 209 and other applicable provisions of the Texas Property Code, including with regard to energy efficient roofing, political signs, flags, rainwater harvesting systems, solar energy devices, compost sites, xeriscaping, and standby electric generators.

SECTION 7.22 Rules and Regulations. The Board thereafter 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 until notice thereof is given to all Owners (certification by the Association that proper notice was given in accordance with this Section to be conclusive absent proof of fraud).

Article VIII

General Provisions

SECTION 8.01 Managing Agent. The Board from time to time and at any time retain, hire, employ or contract with any one or more Persons to provide management services to the Association, including discharge of such functions and duties of the Association and/or the Board and/or the ACC as determined by the Board (any such Person herein referred to as a "**Managing Agent**"). Any Managing Agent will be retained, hired, employed or contracted for on such terms and conditions as the Board may determine; provided, the Association has the right in all cases as to any Managing Agent to remove the Managing Agent, with or without cause, upon not more than sixty days written notice.

SECTION 8.02 Enforcement.

8.02.1 Right to Enforce. The Association, its successors and assigns, and any Owner have the right to enforce observance and performance of all restrictions, covenants, conditions and easements set forth in this Declaration and in other Governing Documents, 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.

8.02.2 Confidentiality. In order to encourage open communications between the Association and its Related Parties and any Owner, tenant, their Related Parties and other affected parties, and in an effort to minimize confrontations among neighbors and other affected parties, the identity of all Persons who provide or from whom any violation report is obtained will so far as practical be kept confidential except as otherwise required by law; and all documentation and other communications relating to any such violation reports will likewise be kept confidential. The foregoing does not preclude the Association from disclosing any of the foregoing information when in the opinion of the Board the best interests of the Association requires such disclosure, and all Owners hereby consent to such disclosure.

8.02.3 Verification of Defaults. The Board or any of its Related Parties, may photograph any violations or suspected violation at any time and otherwise obtain evidence to confirm the existence or nonexistence of any suspected violation in any reasonable manner without liability in trespass or otherwise. Each Owner, tenant and their Related Parties must fully cooperate with the Board and its Related Parties regarding verification of the existence or nonexistence of any violation, including conducting of on-site inspections and in any other reasonable manner upon request. No notice of any kind is required regarding verification which does not require entry into any area enclosed by any Lot Fencing or into the interior of a residence. Otherwise, the notice provisions of **Section 6.08.2** apply.

8.02.4 Liability for Conduct of Others ("Related Parties"). Each Owner and the tenant of each Owner must ensure that their respective Related Parties strictly comply with all applicable provisions of this Declaration and all other Governing Documents. Each Owner is liable for all consequences of any such violation by the Owner's tenant and by Related Parties of the Owner, and each Owner and the Owner's tenant are jointly and severally liable for all consequences of any such violation by Related Parties of the tenant. To the same extent as aforesaid each Owner and each tenant must indemnify and hold harmless the Association and its Related Parties from any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorney's fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, made or asserted by Related Parties of the Owner or the Owner's tenants attributable directly or indirectly, to any such violation, said indemnification to be secured and paid as provided in **Section 8.02.5**.

8.02.5 Obligation for Payment of "Compliance Costs" Resulting from Violations. Each Owner and tenant of an Owner who commits, or who is responsible for, a violation or violations of any of the provisions of this Declaration or any other Governing Documents, irrespectively of any negligence or other fault (or lack thereof), is jointly, severally and strictly liable for payment to the Association and its Related Parties for, and to indemnify, defend and to hold and save harmless, the Association and its Related Parties from, any and all claims, liabilities, damages, loss, costs, expenses, penalties, suits and judgments of whatsoever kind, including reasonable attorneys' fees, arising, directly or indirectly, in whole or in part, or as otherwise incurred or attributable to any violation of this Declaration or any other Governing Documents. The foregoing includes without limitation of any of the foregoing all costs, expenses and attorneys' fees incurred to establish the right to be indemnified, defended and/or held harmless, to investigate, establish, prosecute, defend or settle any enforcement actions or proceedings as to any violation, for court costs of every kind at all court levels, for expert witness fees, charges or expenses (including consulting and expert witnesses), for depositions and any other discovery proceedings, and for all sums of money which the Association or its Related Parties may pay or become liable to pay arising, directly or indirectly, in whole or in part, or as otherwise incurred or attributable to any violation of this Declaration or any other Governing Documents, whether incurred prior to, during or after proceedings in a court of competent jurisdiction. All such sums are sometimes herein referred to as "**Compliance Costs**." All Compliance Costs assessed as a specific assessment, and are secured by the continuing lien established by **Article V** hereof. All such sums are due and payable upon demand by the Association or its representative without the necessity of any other or further notice of any act, fact or information concerning the Association's rights or such Owner's or their tenant's liabilities under this Section; provided, in the case of indemnification the demand must contain a statement setting forth the Association's payment or liability to pay with sufficient detail to identify the basis for the payment or liability to pay.

8.02.6 Filing of Notices of Non-Compliance. At any time the Board determines there exists any noncompliance with any provisions of this Declaration or other Governing Documents, the Board may at its option direct that a Notice of Noncompliance be filed in the Official Public Records of Real Property of Harris County, Texas covering the affected Lot or Lots and the Owner(s) thereof at the sole cost and expense of such Owner(s). All such costs and expenses are due and payable upon demand, are deemed a specific assessment applicable to the affected Lot(s) and are secured by the Association's continuing assessment lien.

SECTION 8.03 Term. Subject to the provisions hereof regarding amendment, these covenants, conditions, restrictions, reservations, easements, liens and charges run with

the land and are binding upon and inure to the benefit of the Association, all Owners, their respective 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 8.04 Amendment.

8.04.1 By Owners. Except as otherwise expressly herein provided, the Owners of sixty-seven percent (67%) 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. The Owner's approval of any amendment of this Declaration may be obtained (i) by execution of the amending instrument or a consent thereto by any Owner of each Lot so approving, (ii) by affirmative vote, in person or by proxy, at a special meeting called for consideration of any such amendment, or (iii) by any combination of the foregoing.

8.04.2 By Association. The Board of Directors has the right in its sole judgment, from time to time and at any time, to amend this Declaration without joinder of any Owner or any other Person for the following purposes:

(a) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors or omissions herein; or

(b) in any manner deemed necessary or appropriate by the Board to provide for or to facilitate notices, communications and/or meetings of Owners, the Board or any committee by Electronic Means, including conducting and tabulation of any votes; or

(c) to conform this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if in the sole opinion of the Board any substantive and substantial rights of Owners would be adversely affected thereby; or

(d) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration or Federal Housing Administration, and in this respect the Board will so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or

(e) to conform this Declaration to any state or federal constitutional requirements, or to the requirements of any local, state or federal statute, ordinance, rule, ruling or regulation, or to any decisions of the courts regarding the same, including, without limitation regarding the foregoing as required to conform this Declaration or any other Governing Documents to, or as deemed necessary or appropriate by the Board as a result of, any amendments to the Texas Property Code.

8.04.3 Effective Date. 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.

8.04.4 "Amendment" Defined. 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.

SECTION 8.05 Notices.

8.05.1 General; "Notice" Defined.

(a) "Notice" means and refers to all notices or other communications permitted or required under this Declaration, as amended. ANY NOTICE IS DEEMED PROPERLY GIVEN ONLY IF GIVEN IN ACCORDANCE WITH THIS **SECTION 8.05** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS DECLARATION. ALL NOTICES MUST BE GIVEN IN WRITING, MUST BE PROPERLY DATED, AND MUST IDENTIFY ALL PERSONS GIVING THE NOTICE AND ALL PERSONS TO WHOM THE NOTICE IS BEING GIVEN. ALL NOTICES MUST ALSO BE SIGNED BY THE SENDER(S). NOTICE BY ELECTRONIC MEANS GIVEN IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THIS DECLARATION CONSTITUTES WRITTEN AND SIGNED NOTICE.

(b) Delivery. Except as otherwise expressly provided herein, all notices may be given by personal delivery acknowledged in writing, by certified or registered mail, return receipt requested, or by Electronic Means, all in accordance with this **Section 8.05**. Notices by mail must be by deposit of the notice, enclosed in a postpaid properly addressed wrapper, in a post office or official depository under the case and custody of the United States Postal Service. Personal delivery may be made to any person at the recipient's address, or in the case of any Owner or tenant by posting on the front door at the Owner's Lot address (or alternate street address, if applicable). Any such personal delivery may be acknowledged either by the recipient or by a third-party delivery service.

8.05.2 To Whom and Where Given.

(a) Association or ACC. All notices to the Association or the ACC must be given (i) to the Association's registered agent at its registered office in accordance with the records of the Texas Secretary of State, or (ii) to any Director in the case of the Association or to any member of the ACC in the case of the ACC in the same manner as permitted for delivery of notice to the Director or member of the ACC as an Owner, or (iii) if the Association has a Managing Agent, then to the Association manager at the offices of the Managing Agent, or (iv) in accordance with the Association's most recently filed management certificate.

(b) Owners; Tenants. All notices to an Owner must be delivered to the Owner at the Owner's Lot address, or to the Owner's alternate street mailing address provided to the Association by the Owner as hereafter set forth. All notices to the tenant of an Owner must be delivered to the Lot address of the Lot at which the tenant resides.

(c) By Electronic Means. Except as otherwise required by law, in lieu of (or in addition to) delivery to a street mailing address as above provided, notice may be given by Electronic Means (i) to an Owner or Owner's tenant according to the records of the Association, or (ii) to the Association, the ACC or the Association's Managing Agent, if any, in accordance with procedures as provided by the same upon written request of any Owner or

tenant, or as otherwise provided by the Association (such as by publication in an Association newsletter, or as set forth in the Association's most recently filed management certificate).

(d) When Delivered. Notices or other communications are considered to be delivered, as applicable, on the day of personal delivery or deposit in the United States mail in accordance with this **Section 8.05**, or on the day and at the time the communication by Electronic Means is successfully transmitted, provided that transmission of any facsimile or email after 5:00 o'clock p.m. and before 8:00 o'clock a.m. of the following day, local time of the recipient, is deemed to be delivered at 8:00 o'clock a.m. on the following day.

(e) Deemed Delivery. REFUSAL BY ANY OWNER OR TENANT TO RECEIVE OR ACCEPT DELIVERY OR TRANSMISSION OF ANY NOTICE GIVEN IN ACCORDANCE WITH THIS **SECTION 8.05**, OR FAILURE BY ANY OWNER OR TENANT TO PROPERLY MAINTAIN THE MEANS FOR DELIVERY OR TRANSMISSION (SUCH AS FOR EXAMPLE BUT WITHOUT LIMITATION, FAILURE TO PROPERLY MAINTAIN A MAILBOX, OR FAILURE TO MAINTAIN RECEPTION CAPABILITIES BY ELECTRONIC MEANS), IS DEEMED ACTUAL NOTICE AND ACTUAL KNOWLEDGE OF THE MATERIALS DELIVERED OR TRANSMITTED IN ACCORDANCE WITH THIS **SECTION 8.05**.

8.05.3 One Address/Number and Delivery Limit. NO OWNER MAY MAINTAIN MORE THAN ONE CURRENT MAILING ADDRESS WITH THE ASSOCIATION FOR PURPOSES OF NOTICE. 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. THE ASSOCIATION IS NOT REQUIRED TO GIVE NOTICE BY MORE THAN ONE DELIVERY METHOD, AND ANY REQUEST, DIRECTIVE OR AGREEMENT TO THE CONTRARY IS VOID. 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.

8.05.4 Other Information and Governing Documents. The Association may from time to time, and upon not less than ten days' written notice, require any Owner or tenant to provide, confirm, verify and update any information covered by this **Section 8.05**, or to provide other information or documentation relevant to the functions of the Association by submission of such information and documentation as the Association may reasonably require. Such requests may include without limitation verification of the names of and contact information for all Owners of a Lot, all tenants and other occupants and all lienholders as to a Lot, and a description and license plate as to each Occupant Vehicle as to a Lot.

SECTION 8.06 Conflicts In Governing Documents. In the event of any conflict in the Governing Documents which cannot be reasonably reconciled after application of rules of interpretation as provided herein or by law, this Declaration controls over any other Governing Documents, and all other Governing Documents control in the following order of priority: (i) Architectural Guidelines; (ii) Rules and Regulations; (iii) Board and Member resolutions; and (iv) all others.

SECTION 8.07 Construction: Severability.

8.07.1 The provisions of this Declaration are to be liberally construed and must be applied to give full effect to the purposes thereof. If this Declaration or any word, clause, sentence, paragraph, or other part thereof is susceptible to more than one or conflicting

interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration and the scheme of development thereunder will govern. Whenever used, the singular number includes the plural and the plural includes the singular, and the use of any gender is applicable to all genders.

8.07.2 Wherever possible, each provision of this Declaration must be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person, particular circumstance or property is prohibited or held to be invalid, such prohibition or invalidity will not extend beyond such Person, particular circumstance or property and will not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

SECTION 8.08 Effective Date. This Declaration is effective when approved by the Owners of not less than a majority of the Lots contained in the Subdivision and from and after the date of filing of the same in the Official Public Records of Real Property of Harris County, Texas (the "**Effective Date**"), subject to amendment in accordance with this Declaration.

IN WITNESS WHEREOF, the undersigned Owners of not less than a majority of the Lots in the Subdivision have executed this Declaration for the purposes of acknowledging their adoption, consent and approval of this Declaration.

[EXECUTION AND ACKNOWLEDGMENT PAGES FOLLOW]

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EXECUTION AND ACKNOWLEDGMENT - ENTITY OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

Westgrove Lane Enterprises
(Print Name of Entity)

LLC
(Type of Entity - such as "a Texas Corporation")

By: Raouf Hanna

RAOUF HANNA
(Print Name)

President
(Print Title)

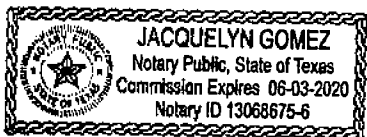
PRINT LOT ADDRESS: 2702 Westgrove, Houston, Texas 77027

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of January,
2019, by Raouf Hanna as President
of Westgrove Lane Enterprises, LLC a LLC
on behalf of the said entity.

[SEAL]



Jacquelyn Gomez
Notary Public, State of Texas
Jacquelyn Gomez
Print Name

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

Bao Nguyen
(Signature of Owner)

(Signature of Co-Owner, if applicable)

Bao Nguyen
(Print Name of Owner)

(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2703 Westgrove Ln
LT 4 BLK 1 West Grove Court, Houston, Texas 77027

ACKNOWLEDGMENT

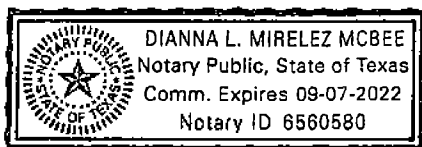
STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on the 21st day of January, 2019,
by Bao Nguyen

[SEAL]

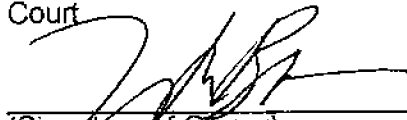


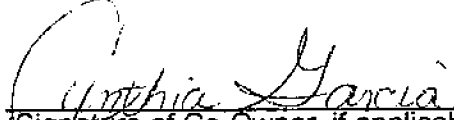
Dianna L. Mirelez McBee
Notary Public, State of Texas

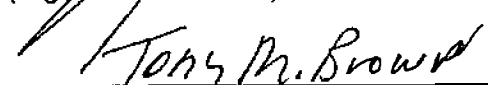
Print Name: Dianna L. Mirelez McBee

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court


(Signature of Owner)


(Signature of Co-Owner, if applicable)


(Print Name of Owner)


(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2706 Westgrove Lane, Houston, Texas 77027

ACKNOWLEDGMENT

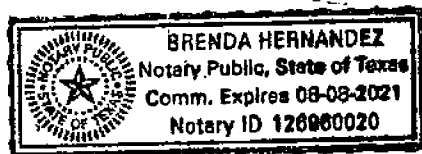
STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on the 7 day of January, 2019,
by Tony M. Brown and Cynthia Garcia.

[SEAL]




Notary Public, State of Texas

Print Name: Brenda Hernandez

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

Sam Tucker
(Signature of Owner)

(Signature of Co-Owner, if applicable)

Sam Tucker
(Print Name of Owner)

(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2710 Westgrove Ln., Houston, Texas 77027

ACKNOWLEDGMENT

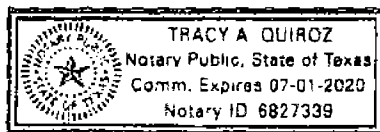
STATE OF TEXAS

COUNTY OF HARRIS

NOTARY

This instrument was acknowledged before me on the 8th day of January, 2019,
by Sam Tucker.

[SEAL]



Tracy A. Quiroz
Notary Public, State of Texas

Print Name: Tracy A. Quiroz

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

James T. Dorsey, Sr.
(Signature of Owner)

Sylvia L. Dorsey
(Signature of Co-Owner, if applicable)

JAMES T. DORSEY, SR.
(Print Name of Owner)

SYLVIA L. DORSEY
(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2711 WESTGROVE LN., Houston, Texas 77027

ACKNOWLEDGMENT

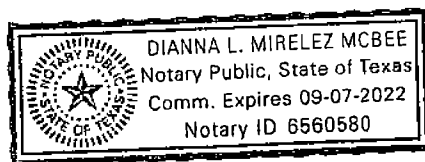
STATE OF TEXAS

COUNTY OF HARRIS

NOTARY PUBLIC

This instrument was acknowledged before me on the 26th day of JANUARY, 2019,
by JAMES T. DORSEY, SR. AND SYLVIA L. DORSEY.

[SEAL]



Dianna L. Mirelez McBee
Notary Public, State of Texas

Print Name: Dianna L. Mirelez McBee

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

Denis Garcia
(Signature of Owner)

Shaun A. Noble
(Signature of Co-Owner, if applicable)

Denis Garcia
(Print Name of Owner)

Shaun A. Noble
(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2802 Westgrove Lane, Houston, Texas 77027

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

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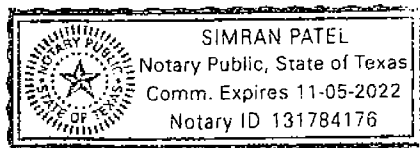
This instrument was acknowledged before me on the 19 day of January, 2019,
by Denis Garcia and Shaun A. Noble.

[SEAL]

Simran Patel

Notary Public, State of Texas

Print Name: Simran Patel



EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

Adam S. Harbin
(Signature of Owner)

Margaux S. Harbin
(Signature of Co-Owner, if applicable)

Adam S. HARBIN
(Print Name of Owner)

MARGAUX S. HARBIN
(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2803 WESTGROVE LANE, Houston, Texas 77027

ACKNOWLEDGMENT

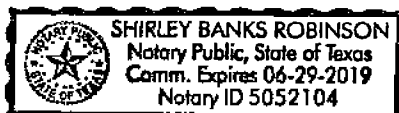
STATE OF TEXAS

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 8 day of JANUARY, 2019,
by Adam S. HARBIN & MARGAUX S. HARBIN

[SEAL]



Shirley Banks Robinson
Notary Public, State of Texas

Print Name: SHIRLEY BANKS ROBINSON

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.


(Signature of Owner)

(Signature of Co-Owner, if applicable)

2806 Westgrove Lane
(Print Name of Owner)
Joan Little Protko

(Print Name of Co-Owner, if applicable)

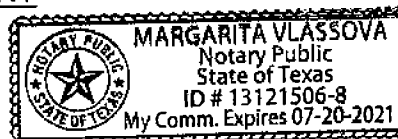
PRINT LOT ADDRESS: 2806 Westgrove Lane, Houston, Texas 77027

ACKNOWLEDGMENT

STATE OF TEXAS

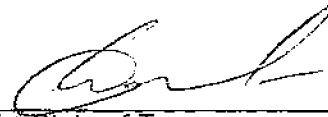
COUNTY OF HARRIS

witness



This instrument was acknowledged before me on the 17 day of January, 2019,
by Joan Little Protko

[SEAL]


Notary Public, State of Texas

Print Name: Margarita Vlassova

EXECUTION AND ACKNOWLEDGMENT - ENTITY OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

DORSEY INTERESTS, L.C.
(Print Name of Entity)

TEXAS LIMITED LIABILITY COMPANY
(Type of Entity/- such as "a Texas Corporation")

By: J. T. Dorsey

J. T. DORSEY
(Print Name)

MANAGER
(Print Title)

PRINT LOT ADDRESS: 2810 WESTGROVE LN., Houston, Texas 77027

ACKNOWLEDGMENT

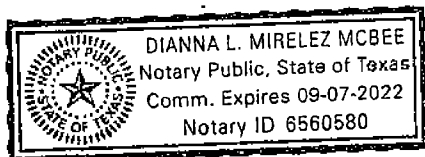
THE STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on the 8th day of JANUARY, 2019, by J. T. DORSEY as MANAGER of DORSEY INTERESTS, L.C., a TEXAS LIMITED LIABILITY COMPANY on behalf of the said entity.

[SEAL]



Dianna L. Mirelez McBee
Notary Public, State of Texas
Dianna L. Mirelez McBee
Print Name

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

Arthur W. Epley III
(Signature of Owner)

Nancy H. Epley
(Signature of Co-Owner, if applicable)

ARTHUR W. EPLEY III
(Print Name of Owner)

NANCY HOSKINS EPLEY
(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2814 WESTGROVE LANE, Houston, Texas 77027

ACKNOWLEDGMENT

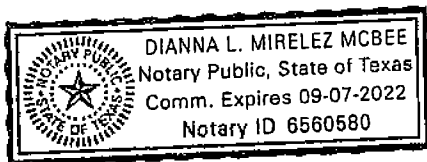
STATE OF TEXAS

COUNTY OF HARRIS

COUNTY

This instrument was acknowledged before me on the 4th day of March, 2019,
by ARTHUR W. EPLEY III and Nancy H. Epley

[SEAL]



Dianna L. Mirelez McBee
Notary Public, State of Texas

Print Name: Dianna L. Mirelez McBee

EXECUTION AND ACKNOWLEDGMENT - ENTITY OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

LDW Investments, L.P.

(Print Name of Entity)

Limited Partnership

(Type of Entity - such as "a Texas Corporation")

By:

L. Dana Weaver, Jr.

L. Dana Weaver, Jr.

(Print Name)

owner

(Print Title)

PRINT LOT ADDRESS: 2818 Westgrove, Houston, Texas 77027

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 25th day of February, 2019, by L. Dana Weaver, Jr. as owner of LDW Investments, L.P., a Limited Partnership, on behalf of the said entity.

[SEAL]

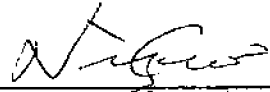


Tricia L. Moore
Notary Public, State of Texas

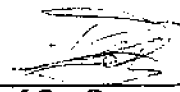
Tricia L. Moore
Print Name

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.



(Signature of Owner)



(Signature of Co-Owner, if applicable)

NING GUO

(Print Name of Owner)

YI TANG

(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: Lot 12, 2822 Westgrove, Houston, Texas 77027

ACKNOWLEDGMENT

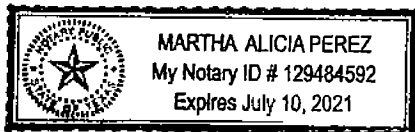
STATE OF TEXAS

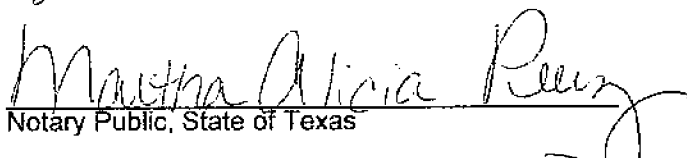
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 4 day of January, 2019,
by Ning Guo and Yi Tang.

[SEAL]





Notary Public, State of Texas

Print Name: Martha Alicia Perez

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

Deng _____ (Signature of Owner) _____ (Signature of Co-Owner, if applicable)

TIE DENG _____ (Print Name of Owner) _____ (Print Name of Co-Owner, if applicable)

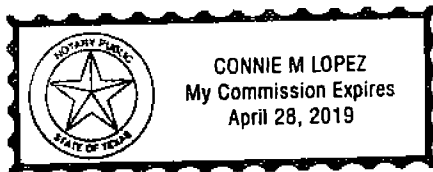
PRINT LOT ADDRESS: 2607 Eastgrove, Houston, Texas 77027

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 4th day of January, 2019,
by Tie Deng
[SEAL]



Connie Lopez _____
Notary Public, State of Texas
Print Name: Connie Lopez

EXECUTION AND ACKNOWLEDGMENT - ENTITY OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

TIE DENG (Piney Point Homes)
(Print Name of Entity)

Piney Point Homes, LLC
(Type of Entity - (such as "a Texas Corporation")

By: TIE DENG

Tie Deng
(Print Name)

CEO
(Print Title)

PRINT LOT ADDRESS: 2607 East grove Ln Houston, Texas 77027

ACKNOWLEDGMENT

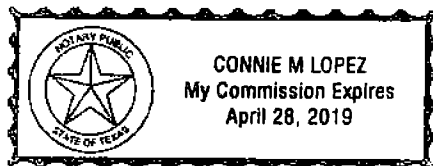
THE STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on the 4th day of January, 2019, by Tie Deng as Managing Member of Piney Point Homes, LLC, a Texas limited liability co. on behalf of the said entity.

[SEAL]



Connie Lopez
Notary Public, State of Texas
Connie Lopez
Print Name

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

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(Signature of Owner)



(Signature of Co-Owner, if applicable)

Jiwen He

(Print Name of Owner)

ZHUOQING WU

(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2612 Eastgrove Ln, Houston, Texas 77027

ACKNOWLEDGMENT

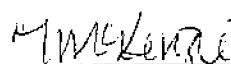
STATE OF TEXAS

COUNTY OF HARRIS

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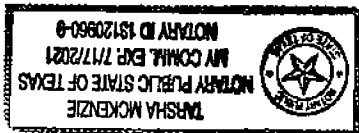
This instrument was acknowledged before me on the 10th day of January, 2019,
by ZHUOQING WU and Jiwen He.

[SEAL]



Notary Public, State of Texas

Print Name: Tasha McKenzie



EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

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(Signature of Owner)


(Signature of Co-Owner, if applicable)

CAMILLO BARCENAS
(Print Name of Owner)

AURORA BARCENAS
(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2619 Eastgrove Ln, Houston, Texas 77027

Lot 20 Blk 2 Westgrove Court
ACKNOWLEDGMENT

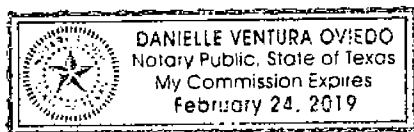
STATE OF TEXAS

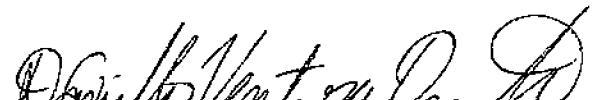
COUNTY OF HARRIS

on

This instrument was acknowledged before me on the 7th day of January, 2019,
by Camilo Barcenas + Aurora Barcenas.

[SEAL]



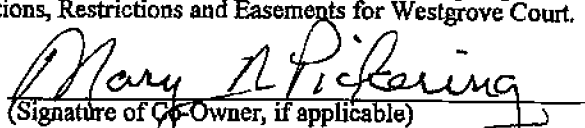

Notary Public, State of Texas

Print Name: Danielle Ventura Oviedo

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

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(Signature of Owner)


(Signature of Co-Owner, if applicable)

Robert E. Pickering, Jr.
(Print Name of Owner)

MARY N. PICKERING
(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2702 EASTGROVE LN, Houston, Texas 77027

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

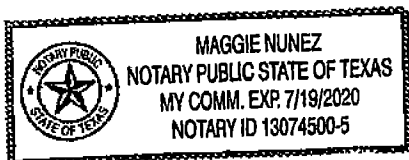
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This instrument was acknowledged before me on the 14th day of February, 2016, by
~~Maggie Baez Nunez~~
Robert Pickering, Jr. & Mary N. Pickering

[SEAL]

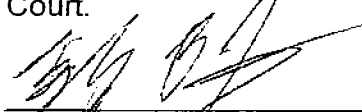

Notary Public, State of Texas

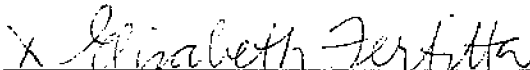
Print Name: Maggie Baez Nunez
My Commission Expires: 07/19/2020

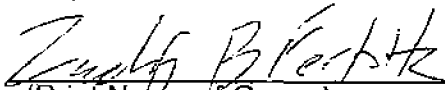


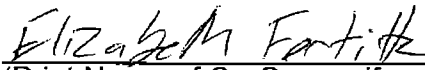
EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.


(Signature of Owner)

X 
(Signature of Co-Owner, if applicable)


(Print Name of Owner)


(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2706 Eastgrove, Houston, Texas 77027

ACKNOWLEDGMENT

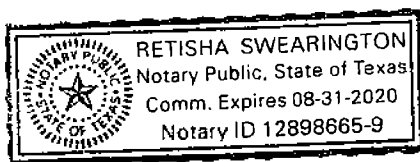
STATE OF TEXAS

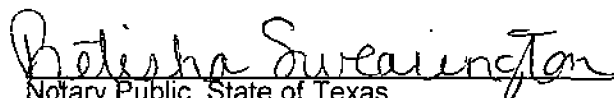
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 8th day of January, 2019,
by Zachary B. Fertitta & Elizabeth Fertitta.

[SEAL]




Notary Public, State of Texas

Print Name: Retisha Swearington

62-6

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.

MILBY DOW DAWN II
(Signature of Owner)

N/A
(Signature of Co-Owner, if applicable)

MILBY DOW DAWN II
(Print Name of Owner)

N/A
(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2710 EASTGROVE LN, Houston, Texas 77027

ACKNOWLEDGMENT

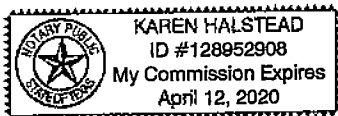
STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the 7th day of January, 2019,
by MILBY DOW DAWN II.

[SEAL]

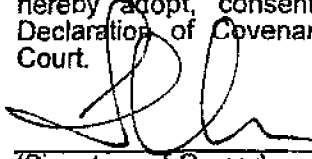


Karen Halstead
Notary Public, State of Texas

Print Name: Karen Halstead

EXECUTION AND ACKNOWLEDGMENT - INDIVIDUAL OWNERS
(RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WESTGROVE COURT)

The undersigned Owner (whether one or more) of the property listed below located in WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, hereby adopt, consent to and approve the foregoing Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court.



(Signature of Owner)

B. TODD CLARKE
(Print Name of Owner)



(Signature of Co-Owner, if applicable)

CRISSY CLARKE
(Print Name of Co-Owner, if applicable)

PRINT LOT ADDRESS: 2811 Eastgrove, Houston, Texas 77027

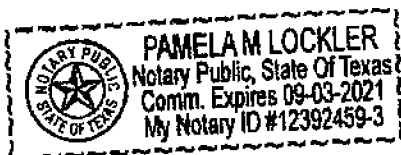
ACKNOWLEDGMENT

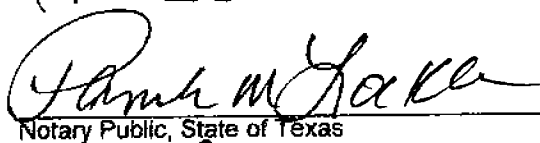
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 8 day of JANUARY 2019,
by B. Todd Clarke + Crissy Clarke

[SEAL]





Notary Public, State of Texas

Print Name: PAMELA M LOCKLER

RP-2019-86181

Joe Hynes
(Signature of Owner)

Males B. Harris
(Signature of Co-Owner, if applicable)

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RP-2019-86181
Pages 85
03/04/2019 01:53 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$348.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-86181