

cc

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

**OF**

**ROSEWOOD SUBDIVISION**

STATE OF TEXAS )

COUNTY OF BRAZORIA )

Whereas, Heritage Development Company, a partnership consisting of Paul O'Farrell and Chris Peltier, hereinafter called the "Declarant", is the owner of all that certain real property located in Brazoria County, Texas, and described as follows:

Description of the subdivision property is attached as Exhibit A and incorporated herein for all purposes and includes additional properties that may be added by annexation as provided for in Article Six, under provision 6.04 in this Declaration of Covenants, Conditions, and Restrictions.

Whereas, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth:

Now, therefore, it is hereby declared that all of the property described shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, and their heirs, successors, and assigns and these easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

**Article One  
Definitions**

**Owner**

1.01 "Owner" shall refer to the record owner, whether one or more persons or entities of the fee simple title to any lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Properties**

1.02 "Properties" shall refer to that certain real property herein before described.

**Lot**

1.03 "Lot" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in 2008032468 of the Plat Records of Brazoria County, Texas and future plats of additional sections as they are filed of record in Brazoria County, Texas, on which there is or will be built a single family dwelling.

**Fence**

1.04 "Fence" shall be defined as a structure built for the purpose of separating or enclosing lots for reason of security, privacy, ornamentation or some combination thereof.

**Declarant**

1.05 "Declarant" shall refer to Heritage Development Company, a partnership, its successors and assigns.

**Common Area**

1.06 "Common Area" shall mean and refer to all property subject to easements and maintained by the Association for the common use and enjoyment of the owners, the common area to be maintained by the Association is described as areas as shown on the subdivision plats that are referred to as easements or reserves.

**Article Two  
Homeowner's Association**

**Rosewood Homeowner's Association**

2.01 There is hereby established The Rosewood Homeowner's Association, hereinafter referred to as the "Association" with membership to be composed of those persons who are from time to time owners of lots in the subdivision. The management, maintenance, and control of the common areas of the subdivision shall be under the control of the Association. There shall be two trustees composed initially of the Declarant, (a partnership of two), that being Paul O'Farrell and Chris Peltier. The Trustees acting as an Executive Committee shall elect from among its members a Chairman, and Secretary. The Association shall hold an annual meeting each January and set the amount of the annual assessment for the succeeding year and transact any other business that may come before the Association. Special meetings of the Association shall be called by the Chairman upon written request to the Chairman by one-half(1/2) of the membership. The Association may incorporate as a Texas non-profit corporation at the discretion of the Executive Committee.

2.02 After the initial Executive Committee, a general election will be held in January of 2012 for the election of a new Executive Committee to serve a one (1) year term. The term will commence upon election.

2.03 Any member of the Executive Committee may resign. The remaining Executive Committee members may fill any vacancy created by death, disability, resignation, or nonperformance. If two Executive Committee members are unavailable, a special meeting and election must be held to elect new Executive Committee members.

2.04 Membership of the Association may remove an Executive Committee member at a special meeting by one-half (1/2) affirmative vote of an established quorum.

2.05 Executive Committee may not take any action without the approval of both of its members.

2.06 An Association meeting and/or any action taken by the membership requires a quorum of ten (10) voting members in good standing.

2.07 Any meeting of the Executive Committee and the Membership at large is open to all members, family of members, and representatives of members such as lawyers, engineers, accountants, surveyors, architects and contractors.

2.08 The Association Trustees shall keep records, receive funds, write checks and generally manage the Association in routine matters. There shall be an annual fee assessed each lot owner for the purpose of maintenance of common areas and the other purposes of the Association due and payable January 15<sup>th</sup> of each year. Such initial annual fee shall be \$60.00. The assessment for current and future years will be prorated as of purchase date and will be due thirty (30) days after closing on a lot purchase. Lots are exempt from the assessment until such time as they are conveyed from the Declarant. If an assessment is not paid within fourteen (14) days of the due date, the assessment will accrue interest at eighteen percent (18%) per annum. The Association may place a lien upon any lot owner's property for failure to pay the maintenance fee. Such obligation shall run with the land. Such lien shall be perfected by written statement of the Trustees setting forth the name of the owner, the description of the lot and the amount of the delinquency, which statement shall be signed by a majority of the trustees, acknowledged and filed in the Official Records of Brazoria County, Texas. Such lien shall be subordinate and inferior to any purchase money lien against the same lot.

2.09 Each owner, whether one or more persons or entities, and including Declarant shall by virtue of being an owner become a ("Member") of the Association and shall remain a member until such time as his ownership or fee simple title to the surface estate of any lot terminates for any reason, whereupon his or her membership in the Association shall automatically terminate.

**The Association shall have two classes of voting membership:**

**Class A:** Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot or lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

**Class B:** Class B member(s) shall be the Declarant or its successors and assigns to whom the right of Class B membership is expressly assigned in writing (with a copy of the written instrument making such assignment being delivered to the Association). Class B members shall be entitled to twenty (20) votes per lot owned. The Class B membership shall cease and be converted to Class A membership at such time as this total development of \_\_\_\_\_ Acres as described on attached Exhibit has been completed and all lots sold by Declarant.

2.10 When more than one owner holds an interest in any land, all such persons or entities shall determine among themselves how the vote for such land shall be exercised, but in no event shall more than the one (1) vote attributable to each lot be cast. Votes may be cast in person or by duly authorized proxy. Any owner who is delinquent in the payment of any assessment as hereinafter set forth shall not be entitled to vote during any period in which any such assessment is delinquent.

2.11 The assessment provided for herein shall be used to enforce the provisions contained in the declaration and to promote the health, safety, welfare and enjoyment of the owners and residents of the properties and members of the Association and for the improvement, beautification, maintenance, management and operation of property located within the Association's jurisdiction. In particular, the assessments shall be used for services and facilities devoted to this purpose, including, by way of illustration, but not limited to, the lighting, sweeping, landscaping, mowing and maintenance of public streets, esplanades, areas adjacent to public streets, entry markers, signage within or for properties, maintenance and cleaning of the detention pond including its banks, care and maintenance of other common areas, and security of the subdivision.

2.12 In addition to the restrictions contained herein, The Rosewood Homeowner's Association acting by and through its Board of Directors shall have the authority to promulgate and enforce reasonable rules and regulations regarding the use of the common areas.

**2.13 Assignment and Conveyance by Declarant.**

- a. Declarant shall have the right, at any time and in its sole discretion, to convey all or any part of the Common Areas to the Homeowners Association, in which event the Homeowners Association shall assume and perform all of Declarant's rights, obligations and liabilities with respect to the Common Area.
- b. Declarant shall have the right, at any time and in its sole discretion, to assign any or all of its rights, duties, responsibilities, powers and/or authority under this Declaration to the Homeowners Association, in which event the Homeowners Association shall assume and perform the assigned rights, duties, responsibilities, powers and/or authority.

**Article Three  
Architectural Control**

**Architectural Control Committee**

**3.01** The initial Architectural Control Committee (ACC) will consist of the Declarants. Thereafter, the ACC shall consist of at least three (3) qualified persons, each of whom shall be an owner of a lot in the subdivision. Each person elected by the lot owners shall serve for a term of one (1) year beginning January 15<sup>th</sup> of each calendar year. Any vacancy in the ACC can be filled by the Executive Committee.

**3.02** The initial ACC will serve until the initial election to be held on or about January 15, 2012. Thereafter, the ACC will be elected by the general membership at its annual regular meeting. Each member of the ACC may not be married to another member of the ACC.

**3.03** All meetings of the ACC are open to all owners and members and their representatives, such as lawyers, engineers, accountants, surveyors, architects, contractors and others not named.

**3.04** No building, fence, wall or other structure shall be commenced, erected or maintained upon the lots, nor shall any exterior addition to, or change or alteration therein, be attempted until the plans and specifications showing the nature, kind, shape, height, color of all exterior paints and materials and location of the same shall have been submitted to, and approved in writing by the ACC as to harmony of external design, with existing structures and improvements, compliance with these covenants, conditions, and restrictions, and location in relation to surrounding structures and topography. Approval by the ACC shall be required and approval by a majority of the members thereof shall be sufficient. To obtain approval, the lot owner must submit one copy of the proposed project to the ACC. Such plan shall show the color, landscape plan, if available, floor plan and square footage, materials and location of the project. If approved, the approval will be noted on the copy and returned to the applicant. If plans are not approved, reason will be detailed in writing and delivered to applicant and their plans returned. Any decision of the ACC may be appealed to the Executive Committee by any owner. The Executive Committee's decision will be final. If such construction or alteration is not

commenced within six (6) months of such approval, the approval shall be null and void unless an extension is granted in writing.

3.05 In the event that plans and specifications are submitted to the ACC as provided herein and the ACC shall fail either to approve or disapprove such plans and specifications within thirty (30) days following such submission, and if no suit to enjoin the construction is commenced prior to the completion of such construction, then approval is presumed. Any modification or change to the approved set of plans and specifications which affects an aspect which is the subject of these regulations must be approved by the ACC and in the event such plans and specifications are not approved, or in the event construction is not in conformity with the approved plans and specifications, the owner and the contractor agree and covenant to conform such construction to the requirements of these regulations and the ACC.

3.06 Each lot must be landscaped with a minimum of plants and shrubs across the front of the dwelling. All lots must be sodded with grass.

3.07 The Committee shall have the right and authority to waive or modify any Regulation where, in the opinion of the Committee, such action is necessary for the advantage and best appearance of the Subdivision, only in the following circumstances:

- a. In the case of change circumstances arising from either advances in technology or other unforeseen developments resulting in the need for such action in order to accomplish the original purposes of these Regulations.

#### **Article Four Use Restrictions**

4.01 All lots shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) automobiles and a workshop. Other outbuildings and structures not specifically allowed or permitted by this restriction will be subject to approval by the ACC.

4.02 All residences constructed must have a minimum floor area, exclusive of open or screened porches, terraces, patios, driveways and garages of 1200 square foot of heated area.

4.03 No white asphalt composition shingles or 3-tab asphalt composition shingles or wooden shingles will be allowed. All roofs shall be dimensional asphalt shingles.

4.04 There will be no consolidation or resubdivision of lots without the approval of the Architectural Control Committee.

4.05 No building or other structure shall be located on any lot nearer to the front lot line than twenty-five (25) feet or nearer to the side lot line than five (5) feet. No fence shall be located nearer to the front lot line than the front of the residence located on the lot. For the purpose of this covenant, eaves, steps, drives, sidewalks and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot.

4.06 Garages may have front and side entries. All owner automobiles are to be parked in the garage or driveway and not in the street or yard. No garage or outbuilding may be used as rental property.

4.07 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or to other property of the lot owner situated within any such easement.

4.08 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.09 No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. No structure of a temporary character, trailer, or trailer built as a modular home, motor home, mobile home, manufactured home, basement, tent, shack, garage, barn or other outbuilding shall be placed or erected on any lot or used on any lot at any time as a residence, either temporarily or permanently. No outbuilding constructed of metal will be allowed. All construction must be of new materials and be performed in a good and workmanlike manner, provided, however, so long as Declarant is the owner of one or more lots in the subdivision, Declarant may locate a mobile home or other suitable portable building on one of such lots for Declarant's use as a sales office.

4.10 No signs of any character, billboard, advertisement or advertisement structure shall be allowed on any lot except one sign of not more than six (6) square feet advertising the property for sale or lease. Temporary signs for school functions or celebratory occasions, will be allowed but must be maintained for no longer than thirty (30) days. It is provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision may, upon approval of Declarant, have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas and model units. No sign of any type shall be allowed to be placed on any fence within this subdivision.

4.11 No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No incinerators or other outdoor burning is permitted.

4.12 Grass and weeds on each lot conveyed must be kept mowed at regular intervals as may be necessary to maintain such in a neat attractive manner; such grass and weeds must not be higher than six inches (6"). After thirty (30) days written notice to the owner by certified mail, the ACC shall have the right to have the grass and weeds cut when and as often in their judgment seems necessary, if the owner fails to do so, and the owner will be required to pay for such work. If not promptly paid, the expense of such work will be added to the annual assessment and filed as a lien on the property.

4.13 No horses, cattle, cows, swine, sheep, goats, poultry, or livestock of any kind other than dogs, cats or other household pets of reasonable kind ordinarily kept in residential subdivisions, may be kept on any part of the subdivision. No pets may be kept or bred for commercial purposes nor shall they be allowed to run at large within the subdivision. Such household pets are limited to three (3) in number. Should ordinary household pets become an annoyance or nuisance, in the opinion of the ACC, they must be removed from the subdivision.

4.14 No fence, wall, hedge or utility meter shall be placed or permitted to remain on any lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot, except for decorative subdivision entry fences. All fences shall be constructed of wrought iron or wood. Chain link fences are prohibited. Maximum fence height is seven feet (7'). All pickets on wood fences shall be constructed of a good grade of Cedar and all fence posts shall be treated wood. The perimeter fence on three sides of the Rosewood Subdivision starting from the South East corner of the property adjacent to the Plantation Oaks Subdivision, North along Downing Road to the North East corner of the subdivision, then West up to and along Henderson Road to the North West corner of the subdivision, then South to the Plantation Oaks Subdivision, shall be considered the property of the Homeowners Association. The Homeowners Association reserves a right of access to install, maintain, repair and replace this fence. The owners of lots adjacent to this fence may attach their side-lot boundary line fences to this fence, but shall not paint or stain this fence, alter or attach anything to it including signs.

4.15 No truck (other than a pickup truck no larger than one (1) ton), inoperable vehicle, bus, trailer, mobile home, travel trailer, tractor, boat, marine craft, recreational vehicle or similar item shall be left parked in the street in front of any lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity and no truck (other than a pickup truck no larger than one (1) ton), inoperable vehicle, bus, trailer, mobile home, travel trailer, tractor, boat, marine craft, recreational vehicle or similar item shall be parked on the driveway or any portion of the lot in such a manner as to be visible from the street.



4.16 Address numbers must be displayed in a style, design, location and manner set by the ACC.

4.17 No motorized vehicle of any type or character shall be allowed on any area designated as a common area, easement, or hike or bike trail. No vehicle motorized and not licensed by the State of Texas shall be allowed on any street, walk, trail or open area of this subdivision. This restriction is not intended to include any motorized vehicle used in the maintenance of these described areas or those motorized vehicles used by the disabled, Declarant, its employees, contractors or sub-contractors.

4.18 All clotheslines, equipment, garbage cans, service yards, wood piles and storage piles shall be kept screened from view of the neighboring lots and streets. Satellite dishes shall be allowed, if they are erected unobtrusively. Such installation shall be approved by the ACC.

4.19 No professional, business or commercial activity to which the general public is invited shall be conducted on any lot. Garage or yard sales will be permitted, but no more than two garage sales shall be permitted per year per household.

4.20 All lots shall have at least one tree in the front yard of at least 1" in diameter.

4.21 Antennae and Satellite Dishes. No electronic antenna or device of any type other than an antenna or small satellite dish for receiving television or radio signals shall be erected, constructed, placed or permitted to remain on any Lot or Residence. Antennae and satellite dishes must be attached to the Residence and located to the rear of the roof, ridge line, gable or center line of the Residence. No antenna or satellite dish shall extend above the roof of the Residence. Such installation must be approved by the ACC.

4.22 Sidewalks. Before a Residence is completed and occupied, the Owner of the Lot shall construct a concrete sidewalk or sidewalks to such specifications and in such locations as the Architectural Control Committee, in its sole discretion, shall require. Such sidewalks shall also comply with the ordinances, rules and regulations of the City of Angleton.

4.23 Approved Builders. The Architectural Control Committee will designate the approved building contractors who will be allowed to construct Residence and other improvements in the Subdivision. Prior to entering into a contract for the construction of a Residence in the Subdivision, an Owner must determine whether the proposed building contractor has been approved by the Architectural Control Committee. Building contractors who are not approved by the Architectural Control Committee will not be allowed to construct Residences or other improvements in the Subdivision.

#### **Article Five Easements**

5.01 All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in 2008032468, Plat Records of Brazoria County, Texas, for the first phase and additional phases that will be recorded in the future in the Plat of Records of Brazoria County, Texas. No shrubbery, fence or other obstruction shall be placed in any easement except at the risk of the lot owner. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

5.02 An underground electric distribution system will be installed to serve all lots in the subdivision. The owner of each lot shall, at his or her own cost and expense, furnish, install, own and maintain (all in accordance with requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed upon the lot by the electric company to such point as may be designated by such company on the property line of such lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each owner shall also install, furnish, own and maintain at his or her own cost and expense a meter loop (in accordance with the current standards and specifications of the electric company) for the residence constructed on the lot. For so long as underground service is maintained, the electric service to each lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3 wire, 60 cycle alternative current.

#### **Article Six General Provisions**

6.01 The Declarant, the Association, the ACC, any owner or the City of Angleton, Texas shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any offending party will be responsible for the attorney's fees for all parties.

6.02 Invalidation of any one of these covenants or restrictions by judgment or court shall in no way effect any other provision, and all other provisions shall remain in full force and effect.

6.03 The covenants, conditions and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant, the Association, the ACC, the City of Angleton, Texas, or the owner of any lot subject to the declaration, and their respective legal representatives, heirs, successors and assigns, and unless amended as provided herein, shall be effective for a term of forty (40) years from the date this declaration is recorded, after which time said covenants, conditions, and

restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of the declaration may be amended during the first ten (10) year period by an instrument signed by the Declarant and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. No amendment shall be effective until recorded in the Official Public Records of Brazoria County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

**6.04** Additional lands may become subject to the scheme of this declaration in the following manner:

Additional land representing future sections or phases of the Rosewood Subdivision may be annexed from time to time by the Declarant, its successors or assigns, without the consent of other owners, or their mortgagees within fifteen (15) years of the date of recording of this Declaration of Covenants, Conditions and Restrictions. The annexation or addition is automatic by the filing for record by the owner of the property being added or annexed, of the plats of all the additional sections of the Rosewood Subdivision. When the Plat of additional land is recorded, all of the provisions of this Declaration of covenants, Conditions and Restrictions shall apply to the property being added or annexed with the same force and effect as if said property were originally included therein as part of the original development, and the property being added or annexed is submitted to the jurisdiction of the Association with the same force and effect as if said property were originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development. The plat may contain such other provisions which are not inconsistent with the provisions of this Declaration of Covenants, Conditions and Restrictions or the general scheme or plan of the Rosewood Subdivision as a residential development. Nothing in this declaration shall be construed to represent or imply that Declarant, its successors or assigns are under any obligation to add or annex additional property to this residential development. At such time as the plats of new sections are filed for record as herein provided, the annexation shall be deemed accomplished and the annexed area shall be part of the properties and subject to each and all of the provisions of this Declaration of Covenants, Conditions and Restrictions and to the jurisdiction of the Association in the same manner and with the same force and affect as if such annexed property had been originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development. After additions or annexations are made to the development, all assessments collected by the Association from the owners in the annexed areas shall be commingled with the assessments collected from all other owners so that there shall be a common maintenance fund for all the subdivision. The Association shall use the proceeds of the assessments for the use and benefit of all the residents of

the property, provided that any additional property made a part of the subdivision by annexation will be entitled to the benefit of this maintenance fund and will be impressed with and subjected to the annual maintenance charge and assessment on a uniform per lot basis equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. Additional residential and "common area" property may be annexed to the subdivision.

6.05 The completion of the work of developing all tracts included within the subdivision is essential to the establishment and welfare of the properties as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to prevent Declarant, Declarant's transferees, employees, contractors, or sub-contractors from going on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives to accomplish whatever they determine may be reasonably necessary or advisable in connection with the completion of such work and also constructing and maintaining on any part or parts of the subdivision owned or controlled by Declarant, Declarant's Transferees or their representatives, such structures as may be reasonably necessary for the completion of such work.

6.06 A variance to deviate from the prescribed provisions of this declaration may be granted by Declarant or by the Architectural Committee, if it has jurisdiction, at its sole discretion. The Architectural Committee shall have jurisdiction in any case wherein the Architectural Committee has to approve any actions or plans. The Declarant, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth herein in instances where, in its or their sole judgment, such deviation will result in a more common beneficial use. Such approvals must be in writing. Any deviation granted must be in the spirit and intent of the welfare of the overall community.

6.07 Neither Declarant, Board of Directors or any officer of the Association, the ACC nor the respective agents, employees and architects of each shall be liable to any owner of any other party for any loss, claim or demand asserted on account of the administration of these restrictions or the performance of the duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to the intent of this declaration. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing any residence will be built in a good, "workman like" manner. The acceptance of a deed to a residential lot by the owner in the subdivision shall be deemed a covenant and agreement on the part of the owner and the owner's heirs, successors and assigns that Declarant and the Board of Directors of the Association, as well as their agents, employees and architects shall have no liability under this declaration except for willful misdeeds.

**Notices:** Any notice required to be given to any member or owner under the provisions of the declaration shall, unless otherwise expressly provided, be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to a member and owner at his or her last known address as such appears on the records of the Association at the time of such mailing.

**Disputes:** Matters of dispute or disagreement between owners with respect to interpretation or applications or the provisions of this declaration or the by-laws, shall be determined by the Board of Directors, which determination shall be final and binding upon all owners.

**Interpretation:** If this declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which is most nearly in accord with the general purposes and objectives of this declaration shall govern and may be corrected or clarified by Declarant's preparation, execution and recording of a supplemental to the declaration.

**Omissions:** If any punctuation, word, clause sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision in this declaration shall have been omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Executed this 20 day of July, 2008.

HERITAGE DEVELOPMENT COMPANY

By: Paul O'Farrell  
Paul O'Farrell, Partner

By: Chris Peltier  
Chris Peltier, Partner

THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

This instrument was acknowledged before me on this 28 day of July, 2008, by Paul O'Farrell, Partner.

Gwen Fief  
Notary Public in and for State of Texas



THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

This instrument was acknowledged before me on this 28 day of July, 2008, by Chris Peltier, Partner.



Gwen Fief  
Notary Public in and for State of Texas

This instrument is executed by the Rosewood Homeowner's Association (The Association) to evidence its agreement and consent to the covenants, conditions and restrictions contained herein. Furthermore, the Association acknowledges that the annual fee assessments collected from the lot owners, as specified in this instrument, shall be expended on the maintenance and up-keep of the common areas and the other purposes of the Association, as specified in Article Two.

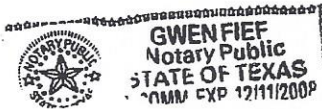
Paul O'Farrell  
Paul O'Farrell, Trustee

Chris Peltier  
Chris Peltier, Trustee

THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

This instrument was acknowledged before me on this 28 day of July, 2008, by Paul O'Farrell, Trustee.



Gwen Fief  
Notary Public in and for State of Texas

THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

This instrument was acknowledged before me on this 28 day of July,  
2008, by Chris Peltier, Trustee.



**GWEN FIEF**  
Notary Public  
STATE OF TEXAS  
COMM. EXP. 12/11/2009

Gwen Fief  
Notary Public in and for State of Texas

S080610.doc

AFTER RECORDING RETURN TO:

Heritage Development Co.  
P.O. Box 1639  
Angleton, Texas 77516

**EXHIBIT "A"**

Plat recorded 2008032468



e-Recording  
Doc# 2008037962  
# Pages 17  
07/28/2008 14:17:42 PM  
Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees 76.00

*Joyce Hudman*