

STATE OF TEXAS                   §  
                                          §  
COUNTY OF HARRIS               §

**AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE COMMONS OF LAKE HOUSTON, SECTIONS I, II, III, IV, V, VI, VII, VIII,  
X, and XII**

THE COMMONS OF LAKE HOUSTON, LTD., a Texas Limited Partnership, hereinafter called "Declarant" is the Owner in fee simple of certain real property located in Harris County, Texas, said property being known as SECTIONS I, II, III, IV, V, VI, VII, VIII, X, and XII of The Commons of Lake Houston Subdivision, as per plat thereof of in the plat records of Harris County, Texas.

Subject property is now or will be divided into smaller parts or tracts, the total of which will hereinafter be referred to as the "Project", or as THE COMMONS OF LAKE HOUSTON SUBDIVISION.

Know all men by these presents that said property is hereby subject to those restrictions, covenants and conditions of record as amended, and are hereby placed under the restrictions, covenants and conditions as set forth in this document.

For the purpose of enhancing and protecting the value, utility, attractiveness and desirability of the Tracts constituting such Project, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, authority, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

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WHEREAS, The Commons of Lake Houston, Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Commons of Lake Houston, Section I" (the "Section I Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on November 9, 1994 under Clerk's File No. R142769, which imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

The Commons of Lake Houston, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 362106 of the Map Records of Harris County, Texas

and,

WHEREAS, The Commons of Lake Houston, Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Commons of Lake Houston, Section II" (the "Section II Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on August 29, 1996 under Clerk's File No. S091500, which imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

The Commons of Lake Houston, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film

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Code No. ~~718014~~ of the Map Records of Harris County, Texas

and,

WHEREAS, The Commons of Lake Houston, Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Commons of Lake Houston, Section III" (the "Section III Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on January 24, 1996 under Clerk's File No. R758720, which imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

The Commons of Lake Houston, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. ~~714092~~ of the Map Records of Harris County, Texas

and,

WHEREAS, The Commons of Lake Houston, Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Commons of Lake Houston, Section IV" (the "Section IV Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on January 30, 1998 under Clerk's File No. S837809, which imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

The Commons of Lake Houston, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. ~~711026~~ of the Map Records of Harris County, Texas

and,

WHEREAS, The Commons of Lake Houston, Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Commons of Lake Houston, Section V" (the "Section V Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on July 16, 1998 under Clerk's File No. T143903, which imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

The Commons of Lake Houston, Section Five (5), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. ~~406101~~ of the Map Records of Harris County, Texas

and,

WHEREAS, The Commons of Lake Houston, Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Commons of Lake Houston, Section VI" (the "Section VI Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on September 17, 1998 under Clerk's File No. T272624, which imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

The Commons of Lake Houston, Section Six (6), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. ~~407101~~ of the Map Records of Harris County, Texas

and,

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WHEREAS, The Commons of Lake Houston, Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Commons of Lake Houston, Section VII" (the "Section VII Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on May 12, 1999 under Clerk's File No. T716739, which imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

The Commons of Lake Houston, Section Seven (7), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. ~~421002~~ of the Map Records of Harris County, Texas

and,

WHEREAS, The Commons of Lake Houston, Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Commons of Lake Houston, Section VIII" (the "Section VIII Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on May 12, 1999 under Clerk's File No. T716740, which imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

The Commons of Lake Houston, Section Eight (8), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. ~~450042~~ of the Map Records of Harris County, Texas

and,

WHEREAS, The Commons of Lake Houston, Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Commons of Lake Houston, Section X" (the "Section X Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on May 12, 1999 under Clerk's File No. T716741, which imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

The Commons of Lake Houston, Section Ten (10), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. ~~417128~~ of the Map Records of Harris County, Texas

and,

WHEREAS, The Commons of Lake Houston, Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of The Commons of Lake Houston, Section XII" (the "Section XII Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on July 7, 2000 under Clerk's File No. U491169, which imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

The Commons of Lake Houston, Section Twelve (12), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. ~~421125~~ of the Map Records of Harris County, Texas

and,

WHEREAS, the Section I Declaration was previously amended by that certain instrument entitled "Revised Declaration of Covenants, Conditions and Restrictions of The Commons of Lake Houston, Section I" recorded in the Official Public Records of Real Property of Harris County, Texas on April 24, 1995 under Clerk's File No. R362993;

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and,

WHEREAS, the Section I Declaration, the Section II Declaration, and the Section III Declaration each provide for amendment by the "written vote by the then Owners of at least seventy-five percent (75%) of the votes cast of the acres based upon one vote for each acre owned";

and ,

WHEREAS, the Section IV Declaration, the Section V Declaration, the Section VI Declaration, the Section VII Declaration, the Section VIII, the Section X Declaration, and the Section XII Declaration each provide for amendment by the "written vote by the then Owners of at least seventy-five percent (75%) of the acres in the Project as set forth under Article VI and elsewhere received by the deadline";

and ,

WHEREAS, the undersigned, being the Owners of the requisite number of acres pursuant to each Declaration, desire to amend and restate the Declaration applicable to each section of The Commons of Lake Houston and, at the same time, consolidate the Declarations so that each section of The Commons of Lake Houston is governed by a single Declaration of Covenants, Conditions and Restrictions;

NOW THEREFORE, the undersigned, being the Owners of the requisite number of acres pursuant to each Declaration, hereby amend and restate the Section I Declaration, the Section II Declaration, the Section III Declaration, the Section IV Declaration, the Section V Declaration, and the Section VI Declaration, the Section VII Declaration, the Section VIII Declaration, the Section X Declaration, and the Section XII Declaration, in their entirety so that, as of the effective date of this instrument, all property within The Commons of Lake Houston, Sections I, II, III, IV, V, VI, VII, VIII, X and XII, shall be subject to the covenants, conditions, restrictions, liens and charges set forth in this Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions.

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*Barbara J. ...*  
COMPTROLLER  
HARRIS COUNTY TEXAS

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**ARTICLE I**  
**DEFINITIONS**

- Section 1:** "Association" shall mean and refer to THE COMMONS OF LAKE HOUSTON PROPERTY OWNERS ASSOCIATION, also called P.O.A.
- Section 2:** "Declarant" shall mean THE COMMONS OF LAKE HOUSTON, LTD., and its successors and assigns, provided such an assign acquires the Project in total, or the remainder in total for purposes of development and sale.
- Section 3:** "Tract" shall mean any lot or tract shown on the recorded plat for any portion of the Project and intended to be used for single family residential purposes. After the effective date of this instrument, no Tract may be further subdivided except to provide the adjacent Tracts the ability to subdivide an unimproved Tract between them and add its acreage to their own, subject to county regulations. All acreage from the Tract divided must be incorporated into adjacent Tracts and the subdivided acreage may not be separated from the new combined Tract(s) in the future and resold. Parcels of land marked as Reserves or Commercial tracts on the plat are not considered Tracts as used within these covenants as they fall outside the jurisdiction of the Association.
- Section 4:** "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, drainage, irrigation systems, common [area]s and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.
- Section 5:** "Member" shall mean each Owner, whether one or more persons or entities, of a Tract. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of a Tract and may not be separated from such ownership.
- Section 6:** "Mortgagee" shall mean the holder of a Mortgage.
- Section 7:** "Mortgage" shall mean a security interest, mortgage, deed of trust or lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas and creating a purchase money lien or otherwise encumbering a Tract.
- Section 8:** "Board" shall mean the Board of Directors of the Association.
- Section 9:** "Drives" shall mean any common area[s] reserved for use by all Owners for vehicular traffic.
- Section 10:** "Common [Area]" shall mean any property reserved for or dedicated to the common use of property Owners, or established through easements across tracts, or any properties leased for such purpose.
- Section 11.** "Specific Common [Area]s" shall mean any property reserved or dedicated to the common use of a limited specified group of property owners in a designated section, block, tract or group of lots as designated upon the plat or otherwise identified by recorded document.

**Section 12:** "Owner" shall mean the record Owner, including Declarant, whether one or more persons or entities, of fee simple title to any Tract which is a part of the Project, and shall include purchasers under contract for deed, but shall not include those holding title merely as security for performance of an obligation.

**Section 13:** "Project" shall mean the real property described herein, and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

**Section 14:** "Vote" shall mean that a Member is entitled to one (1) vote for each individual Tract subject to assessment by the Association. e.g.: Any Member who owns a group of two or more contiguous Tracts and pays only one assessment for this group of contiguous Tracts will be entitled to one (1) vote, as if the contiguous Tracts were one Tract with one yearly assessment levied on such Tract. However, a Member who owns multiple non-contiguous Tracts and pays a separate assessment for each Tract will be entitled to the same number of votes as the number of assessments the Member pays on the separate Tracts.

When more than one person holds an interest in the same Tract(s), all such persons shall be members and must determine among themselves how their one vote for each Tract shall be exercised. The Declarant shall have one vote for each Tract sold and each Tract owned as long as the Declarant has Tracts available for sale within the Project. Where a member owns multiple Tracts that are contiguous then the Declarant will have the same number of votes as the member owning the Tracts.

**Section 15:** "Architectural Control Committee" or "ACC" shall mean the Architectural Control Committee established and empowered in accordance with Article III of this Declaration.

**Section 16:** "Easements" shall mean any easement or rights-of-way created by plats or instruments placed of record or as described in any deed for any purpose, including but not limited to drainage, utilities, access or common [area]s.

**Section 17:** "Builder" A person or entity other than Declarant who either purchases a Tract within the Project for the purpose of constructing a residential dwelling thereon or is engaged by the Owner of a Tract within the Project for the purpose of constructing a residential dwelling or other substantial improvement on the Owner's Tract.

**Section 18:** "Bedroom" shall mean a room within the primary residence or guest house furnished with a bed and intended primarily for use as sleeping quarters. The room must include:

1. A closet suitable for hanging clothing.
2. A functioning door that can be utilized to restrict access to the room. This door must be an interior door not an exterior door.
3. If the room is on a second floor, no door is required if access to the room is from a dedicated stairway installed to access the room and no other room on that floor level.
4. A window or door suitable for egress to the exterior of the primary residences or guest house by both children and adults.

**ARTICLE II**  
**EASEMENTS, DRIVES, ROADS, AND PRIVATE ROADS**

- Section 1:** Private roads, drives, or access Easements and Easements for installation and maintenance of utilities, irrigation and drainage are established by separate instrument or instruments of record, which are to be placed of record in the office of the Harris County Clerk as hereinafter set forth. Within such Easements and private roads, no structure, planting, or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction or flow of drainage facilities in the Easements, or which may interfere with passage along such common or private road Easements or which would interfere with maintenance thereof. The Easement area of each Tract and all improvements therein shall be continuously maintained by the Owner of such tract, except for improvements or maintenance of which a public, private, or quasi-public authority or utility company is responsible. Easements established as Common [Area]s for greenbelts, riding trails, hiking trails, etc. will be maintained by the Association and may not be fenced into private property except as hereinafter prescribed.
- Section 2:** No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such Easement, reservation, or right-of-way, and such Easements, reservations and rights-of-way shall at all times be open and accessible to representatives of the Association, to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, or under, and above such locations to carry out any of the purposes for which such Easements, reservations, and rights-of-way are reserved.
- Section 3:** The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the Owner thereof, to enter any Tract at any reasonable time to perform such maintenance as may be authorized herein.
- Section 4:** The private drive or roadway Easements as set forth herein or by separate instruments or as established within the Common [Area]s upon the ground are for the private use and benefit of the Owners of the Tracts within the Project as therein prescribed, and under the conditions as therein set forth, and are not dedicated to the general public.
- Section 5:** The Declarant or the Association in its authority may take unto itself or execute unto any utility (public or private) right-of-way Easements in the form and under the conditions as may at that time be required by said entity as a pre-requisite to service this Project.
- Section 6:** The Declarant or the Association in its authority may take unto itself or execute unto others right-of-way Easements in the form and under the conditions as at that time may be required by said entity to distribute to each and every Tract herein water for the purposes of irrigation and/or provide drainage.
- Section 7:** It is understood and agreed that the Easements granted herein and to be granted hereafter are reserved as permanent Easements for the purpose set forth and are not subject to the time limit applicable to other restrictions.

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**Section 8a:** There is hereby reserved and established a utility Easement adjacent and parallel to all roadway easements and/or drainage Easements. Said utility Easement is sixteen (16) feet wide upon the ground and sixteen (16) feet wide above the ground and extends from the outside boundary of the roadway and/or drainage Easement or right-of-way into and upon the adjoining property on each side thereof. There is further reserved an Easement into all property adjacent thereto for the purpose of installation of guy wires where necessary for securing utility poles. There is dedicated unto Harris County, Texas, a strip of land 25 feet in width along the western boundary of the existing roadway in and across the front of each Tract covered by these covenants for the purpose of widening the existing roadway, and in the instance the county should widen the existing roadway, the 16 foot utility easement will be automatically moved to the west boundary of the then existing road and/or drainage right-of-way and will extend 16 feet from that right-of-way into each Tract. However, the building setback line will remain fixed at 100 feet from the original road right-of-way or 75 feet from the road right-of-way as presently exists. **[SECTION I Ameriland Tracts only]**

**Section 8b:** There is hereby reserved and established on each Tract a twenty-five (25) foot Easement adjacent and parallel to all private and public roadway Easements. Said Easement includes a ten (10) foot utility Easement and a fifteen (15) foot drainage Easement upon the ground and twenty-five (25) feet above the ground and extends from the outside boundary of the roadway Easement or right-of-way into and upon the adjoining property on each Tract. There is further reserved on each Tract an easement forty (40) feet into all property for the purpose of installation of guy wires where necessary for securing utility poles. Said guy wire Easement extends from the outside boundary of the roadway Easement into and upon the adjoining property for the sole purpose of guy wires being extended into lot on or within five (5) foot of a pole line and/or elsewhere to secure a pole in a turn or curve of the line.

**Section 9:** There is hereby reserved and established an Easement for any purposes of the association including, but not limited to, greenbelt, hiking, biking, horse trails, Common [Area]s, drainage and service of utilities 20 feet in width upon the ground in and across the rear Tract line of each Tract and also elsewhere as indicated on the subdivision plats or instruments of dedication. If the Common [Area]s or greenbelts are not indicated on the recorded plat, there is hereby reserved and imposed in and upon the rear of every lot a greenbelt Easement for hiking, biking and horse trails. Said greenbelt Easement is also reserved and imposed in and upon every area where a utility or drainage Easement is indicated upon the plat across any rear or non-street side line portion of a Tract, but not upon the front or any street side portion of a Tract. These areas are called Common [Area]s. Such Common [Area]s may be further dedicated by separate instrument.

**Section 10:** There is hereby reserved a flood Easement upon and across every lot fronting on the shoreline of Lake Houston and/or the San Jacinto River to such an extent as the water may rise in flood conditions.



**Section 11:** **NOTICE OF PRIVATE ROADS:** Section V and XII of The Commons of Lake Houston Subdivision are private sections with private roads and facilities. These private roads and facilities must be maintained, improved and repaired by the property owners. The County of Harris will not accept the streets and roads in a private sections for maintenance. The Association will assess dues and fees, from the property Owners in Section V and XII, for such purposes as set forth herein above.

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**ARTICLE III**  
**ARCHITECTURAL CONTROL**

**Section 1:** No improvement of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain or maintained on any Tract or dwelling, garage or other building on a Tract which affects the exterior appearance of the Tract or dwelling, garage or other building on a Tract unless and until the construction plans and specifications and a plan showing the location of the structure, and complete plan of sewer system showing relation to tract lines and water lines, water wells, or water sources, and a complete plan showing construction and location of water well and lines or sources has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, protection of the environment, and as to location with respect to topography and finish grade elevation. Approval shall be as provided herein.

Landscaping approval is addressed as follows: The cutting of trees within the area of the building offset lines shown on the plats requires written Architectural Control Committee approval for any tree with a caliper of fifteen inches (15") or greater unless the tree can be proven to have been an imminent threat to person or property or diseased beyond reasonable salvage and recovery. There is no provision to allow the clear cutting or excess cutting to imply any type of logging or clear cutting of any Tract.

Landscaping of Tracts must be designed and maintained to conform to the harmony of the community. The Board of Directors will make the final determination of any violations dealing with harmony issues.

**Section 2:** The Architectural Control Committee shall have the authority, but not the obligation, to enforce any building or fire codes, or any rules, restrictions or requirements made by any local, county, state, or other entity having legal authority to make such requirements concerning the construction of buildings, sewer systems and water systems in this Project.

**Section 3.** The Architectural Control Committee shall consist of not less than three (3) persons, all of whom shall be appointed by the Board. Members of the Architectural Control Committee must be Members of the Association. Members of the Architectural Control Committee may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until death, resignation or removal by the Board. The members of the Architectural Control Committee shall not be compensated for their services as a member of the committee but they shall be entitled to reimbursement of reasonable expenses actually incurred in the performance of their duties as approved by the Board.

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**Section 4:**

Procedure – The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within forty-five (45) days after plans, specifications, construction and clean-up deposits and application fees required in the ACC application have been submitted to it, and ***provided the plans and specifications do not violate these covenants***, approval will not be required and the related covenants shall be deemed to have been fully complied with. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise. Any expenses incurred by the Association as a result of noncompliance, plus fifty percent (50%) of such costs for overhead and supervision, shall be charged to the Owner's assessment account and secured by the lien and collected in the same manner as provided in Article VII of this Declaration.

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**ARTICLE IV.**  
**USE RESTRICTIONS**

**Section 1:** Each Owner shall use his Tract and the dwelling on this Tract for single family residential purposes only.

- A. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, but without limitation, the use of any Tract for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Tract and dwelling for residential purposes; and
- B. As used herein, the term "unobtrusive" means, without limitation, that there is no business related sign displayed on the Tract, there is no business related sign displayed on any vehicle on the Tract, except that said vehicle may have signage if the vehicle is part of the members business and is not displayed in such a manner as to draw attention to any business being conducted on the members Tract, there are no clients, customers, employees or the like who go to the Tract for any business related purpose on any regular basis, and the conduct of the business activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like; and
- C. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children, wards and exchange students), dependant parents, dependent grandparents, dependent brothers and/or sisters; (b) no more than two unrelated persons living together as a single housekeeping unit and the children (including foster children and wards), dependent parents, dependent grandparents, dependent brothers and/or sisters; (c) in no event shall any dwelling be occupied by more persons than the product of the total number of Bedrooms contained in the dwelling multiplied by two and one-half (2½); and (d) the provision is provided for temporary persons residing on the Tract. No compensation in any manner is permitted to be paid on the behalf of those temporary persons for this provision; and
- D. No Owner shall use or permit such Owner's Tract or dwelling to be used for any purpose that would (i) void any insurance in force with respect to the subdivision; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of this Declaration or any applicable law; (v) unreasonably interfere with the use and occupancy of the subdivision by other Owners; or (vi) generate an unreasonable amount of vehicular traffic within the subdivision, which determination may be made by the Board in its sole discretion; and
- E. Except as hereafter noted no garage sale, rummage sale or similar type activity is permitted on any Tract for any length of time except as noted herein. Garage sales are permitted on a semi-annual basis as part of the Project wide garage sales sponsored by the POA or the assigns. Estate sales and moving sales are permitted for no more than two (2) consecutive weekends during any twelve (12) consecutive months; and
- F. No items may be displayed for sale within the Project except during an approved sales event as listed in Article IV Section 1 Subsection E.

**Section 2:** Any dwelling constructed on said Tracts must have an interior living space of not less than 2,000 square feet in all Sections other than Section V and 3,000 square feet in Section V, exclusive of open or screened porches, terraces, patios, driveways, carports and garages, and shall be constructed of at least standard frame construction. Any primary dwelling construction on any lot must include a minimum two (2) car garage, which may be either attached or detached. Garage orientation will be approved on a case by case basis and controlled by the ACC approval process. This two-car garage requirement is not a requirement for guesthouses or servants' quarters. If building is set on blocks or piers, it shall have an outside or perimeter beam of brick or concrete on all sides of the building. Any such structure must be completed within eight (8) months of pouring the slab or setting the foundation. The Architectural Control Committee, however, will have broad discretion in waiving the exterior beam requirement for split-level homes or hillside homes. All residences must have a 12' wide driveway from the residence to the property line at the street. All culverts must be no less than twenty-four feet long and of the appropriate diameter as prescribed by governing documents or bodies. All driveways, except as noted herein for Section VIII and Section XII, must have a concrete or asphalt entry that extends from the road surface to a distance of no less than thirty feet (30') into the property. The driveway surface material from the entry section may be four inches (4") of compacted gravel. If a gravel surface is not used or is replaced the entire surface of the driveway material must match the entry section. An entry section of asphalt may be replaced with concrete for an all concrete driveway. All residences in Sections VIII and XII must have a full length concrete driveway prior to move-in.

**Section 3:** No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently, except for guesthouses and servants' quarters constructed after the main dwelling unless otherwise conforming to these covenants. Outbuildings shall be permitted in the Project. The number of outbuildings allowed and material permitted for its construction shall be at the sole discretion of the Association. Storage buildings may not be utilized as residences on the tract. The owner may place a servants or guest house on the property without conforming to the square footage requirements so long as the building otherwise conforms to these restrictions; however, no such dwelling will be permitted prior to construction of the primary dwelling. Any modification to the Tract as originally sold must be approved by the Architectural Control Committee the same as a dwelling.

**Section 4:** No Tract 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 other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. The stacking of firewood must be done behind the front building line of home and in order to reduce hazards shall not be stacked within eighteen inches (18") of any structure.

**Section 5: No animals other than those listed may be kept on any Tract herein:**

Exception: Section V and Section XII – No animals other than domestic household pets (including cats and dogs) and horses, mules and donkeys may be kept on any Tract herein.

Exception : Section I, Section II and Section III – Additional animal allowed: swine, limited to a maximum of one (1) per acre.

A.) Livestock are permitted and defined as grazing domestic farm type four legged animals limited to horses, mules, donkeys, cattle, llamas, alpacas, sheep and goats. Livestock is for personal use, enjoyment, show, and breeding (although prohibited as a commercial activity conducted on the Tract) or personal consumption.

i.) Livestock other than horses, mules and donkeys are limited to one (1) per contiguous acre owned by the property owner, and all livestock in aggregate including horses, mules and donkeys may not exceed 2 1/2 animals per acre rounded down to the nearest whole animal.

ii.) Although livestock is permitted, public stables or feed lots are not permitted.

B.) Domestic household pets including cats and dogs are permitted and all domestic household pets other than dogs or cats must be maintained within a structure attached to the primary dwelling. Dogs and cats are restricted to within the property lines of the property owner. Any dog or cat off the property shall be leashed. Under no exception are exotic animals such as lions, tigers, bear, wolves or otherwise considered wild animals permitted. Dogs, cats or other permitted animals crossbred with an animal normally classed as wild are prohibited.

C.) Poultry is permitted and defined as domestic fowl raised for show or for flesh or eggs and is limited to chickens, turkeys, ducks or geese.

Poultry is limited to 5 fowl per acre and in aggregate not to exceed 15 per tract.

D.) Rabbits are permitted and may be raised for show, flesh or as household pets.

Rabbits are limited to 5 per acre and in aggregate not to exceed 15 per tract.

E.) 4H and/or FFA Show Project Animals, that are normally allowed by these covenants, are allowed, provided they abide by the respective 4H or FFA guidelines. (Note: Show swine are only permitted in Sections I, II and III.)

All Livestock, Poultry and Rabbits must be contained within approved suitable fenced boundaries of the contiguous tract(s) owned by the property owner. Non-grazing animals, (swine, poultry and rabbits) must be enclosed and contained within an approved suitable area no closer than 35 feet to a neighboring property line.

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The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring Tracts. This includes the containment and processing of water run-off that may contain contaminants from said animals. Should any animal, including but not limited to cats and dogs, become offensive to the neighborhood, that animal/situation may constitute a violation of these covenants. Should the parties involved not reach an amiable solution, the offended party(s) may file a grievance with the POA Board of Directors.

**Section 6: Vehicle use and storage**

- A. No abandoned or inoperative automobile, other vehicle or trailer shall be permitted to remain on any Tract, unless kept in an approved garage or other fully enclosed and approved storage building, nor may they be kept in front of any Tract. An automobile or other vehicle is considered abandoned or inoperative if any of the following exist: It does not have a current registration sticker, it does not have a current vehicle inspection sticker if required by law, it is covered in part or whole with a tarp as if for storage, it has been placed on jacks or blocks or other item in such a manner to remove the wheel(s) from contact with the surface, it can not be safely and legally driven from the property at any time.
- B. This is not to be construed to mean that personal campers, boats, tractors, trailers, recreational vehicles, etc. in good and usable condition may not be kept on premises. These items must be kept in an approved garage or other fully enclosed and approved storage outbuilding or behind the rear line of the primary dwelling.
- C. No semi-tractor, dump truck or other commercial vehicle, excluding 1 ton vehicles or less, shall be permitted except when parked within an approved garage.
- D. No vehicle repair or rebuilding is permitted on any Tract unless the repair or rebuilding takes place within an approved garage. A provision is made for minor repairs taking less than one day to be permitted.
- E. ***No motorized vehicles are allowed on the nature trails which is consistent with use rules for the entire community.***

**Section 7:** No commercial activity of any animals is permitted on any Tract. Raising of trees or farm produce is not considered commercial provided that the Tract is also being used as a residential home site.

**Section 8:** It is hereby specifically stated that to rent space for campers, recreational vehicles, trailers, or other units for occupancy or storage or to maintain stables, kennels or space for rental to others is considered commercial operation for purposes of these restrictions and is not permitted.

**Section 9:** No dwelling or garage shall be placed nearer to any property line than one hundred (100) feet from the street or fifteen (15) feet from adjacent owner's property line, or as shown on the plat of this section. Furthermore:

- A. No barn, shed or outbuilding shall be placed nearer to the front or street line than one-hundred feet (100), nor nearer to the side line than fifteen (15) feet, nor nearer the front than the primary dwelling.
- B. No barn, shed or building designed and/or used for Livestock will be located nearer than thirty-five (35) feet to the dwelling proper of any adjacent owner's dwelling.

**Section 10:** All Tract owners shall provide for the disposal of waste material through a sewer treatment system approved by the appropriate governmental authority and the Architectural Control Committee. The sewer system will be aerobic type plant with a sprinkler system to utilize the treated effluent for surface disposal or other disposal approved by appropriate authorities and Architectural Control Committee. No septic tanks are allowed. Any system installed will have an alarm system to notify the homeowner if the system malfunctions.

**Section 11:** No Tract, as platted in this section, will be re-subdivided, except that the Declarant, its successors or assigns, may re-plat Tracts for better utilization and function. However, any such re-plat will be subject to approval by all governmental authorities having jurisdiction, and all purchasers of Tracts herein hereby waive the right or necessity of approval. Divisions and re-plats are subject to the definition of Tract in Article I, Section 3.

- A. No Tract as herein platted or re-platted will be utilized for more than one primary single-family residence and one single-family guest or servants house.
- B. For purposes of this Project, single-family residence means one detached, site-built residential house designed to be occupied by one family only and one 2-car garage either attached or detached.

**Section 12:** The reserve Tracts, identified on the plat as restricted residential reserves, may be re-platted by Declarant its successors or assigns into single-family dwelling units as per the definition thereof at this time published by Federal Housing and Urban Development (HUD) (OILSR) 15 U.S.C. 1702 (b)(5) and 24 C.F.R. 1710.10; however, any such re-plat will be subject to approval by all governmental authorities having jurisdiction; however, Purchasers of tracts herein hereby waive the right or necessity of approval. Divisions and re-plats are subject to the definition of Tract in Article I Section 3.



**Section 13a: Fences**

All fences installed on any Tract or lot must be constructed of wood, masonry, wrought iron, white vinyl or other approved material. All fences must be approved by the Architectural Control Committee prior to beginning construction. No chain link is allowed. Any fence that has been submitted and approved, or is otherwise in compliance with existing covenants, prior to the acceptance date of these revised covenants is considered acceptable; however, if any existing fence is damaged or degraded by age beyond reasonable repair, it must be completely removed or replaced with one of the above referenced materials at the property owner's expense and must be approved by the ACC prior to beginning construction of the new fence. All fences must be maintained on an on-going basis to keep them in good structural condition as well as a good cosmetic appearance similar to the appearance when first installed. Vinyl fences must be cleaned annually to remove mold, mildew, dirt, or other substances. Painted or stain fences must be cleaned annually as noted for vinyl fences and must be repainted or re-stained as necessary to maintain their original appearance. (See definitions of grandfather.)

**Section 13b: Kennels**

All kennels must be approved by the Architectural Control Committee prior to beginning construction. Kennels may be made of chainlink, but must be located so they may not be seen from the road and can be no closer to a property line than thirty-five feet (35'). Any kennel that has been submitted and approved, or is otherwise in compliance with existing covenants, prior to the acceptance date of these revised covenants is considered acceptable. . (See definitions of grandfather.)

**Section 14: Oil and Mining Operations**

No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Tract in this subdivision.

**Section 15:** No culvert, bridge, or crossing may be installed by Tract owners unless approved by the proper authorities and the Architectural Control Committee. Conformance to size and grade requirements are mandatory. All culverts will be installed with headers or retainers on each end to prevent erosion and dress culvert ends must be approved by the Architectural Control Committee prior to installation of culvert or wings.

**Section 16:** No signs whatsoever (including but not limited to commercial, political and similar signs) shall be erected or maintained on any Tract or within a window or door of the dwelling, garage or other improvement on a Tract if visible from any street or a neighboring Tract except:

- A. Street signs and such other signs as may be required by law;
- B. During the time of construction of any dwelling or other improvement, one job identification sign not larger than twenty-four (24") inches in height and twenty-four inches (24") in width;
- C. Not more than two (2) political signs having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law;
- D. Home security signs; school spirit signs (no larger than 4' x 4') in good condition, and
- E. One (1) sign advertising a home "For Sale" or "For Lease" not larger than twenty-eight (28) inches in width and twenty-eight (28) inches in height.

No mailbox or similar item used for the purpose of holding "For Sale" literature shall be erected on an undeveloped Tract for any length of time.

Any unauthorized sign on a Tract or sign erected in a street or Common Area may be removed and disposed of by or at the direction of the Association without liability to any party.

**Section 17:** Prior to beginning construction on any house or building on any Tract herein, owner will install a driveway from street to slab of at least four inches (4") of compacted rock, gravel, crushed limestone or better to prevent tracking of mud onto the streets. This four inches (4") must be maintained during the construction process. Once the construction has been completed and a final driveway material chosen, the four inches (4") standard remains in effect unless a concrete or asphalt driveway was chosen. Driveway choices are subject to Article IV, Section 2.

**Section 18:** Should any Tract owner herein violate these covenants and restrictions the Association will, fifteen (15) days after notice, have the power to file suit to enforce compliance unless immediate injunctive relief is determined by the Board to be necessary. In that case no time requirement is necessary. The Association will be empowered to charge all costs of time and expenditures, including legal fees, member's time, meeting fees, cost of removal of improvements in violation and pay all related expenses, subject to the prior notice requirements required by law. This charge will attach to the Tract upon which the violation rests and will become a lien as provided in these covenants for assessments and liens.

**Section 19:** Any on-going violation may be prosecuted on an on-going basis with the goal of the Association being to have the violation corrected by whatever means is necessary. Association's removal of violations is authorized at the property owner's expense.

**Section 20:** Storage of vehicles, campers, boats, trailers, equipment, materials, or any other product or pasturing of livestock on a Tract is strictly prohibited prior to substantial completion of the primary residence.

**Section 21: Canal(s) / Lake(s)**

- A. The lake or lakes, (also referred to as canal or canals) if any, shown upon the plat are to be used only by tract owners and their guests.
- B. Boats may be placed in the lake for fishing and other recreational purposes. These boats may not have attached thereto any engine or motor other than an electric motor powered by batteries.
- C. Sail boats, paddleboats and rowboats are permissible.
- D. All fishing must be done in compliance with local, state and federal fishing laws, as well as in compliance with Association rules and regulations as promulgated from time to time.
- E. Anyone throwing trash or waste into the lake or otherwise violating rules will be denied use of the lake.

**Section 22: Tracts adjoining the private lake are subject to the following rules**

- A. No dwelling may not be constructed closer to the lakeshore than one hundred (100) feet.
- B. Boat docks or piers may be installed on the lakeshore; however, such structures may not extend more than twenty (20) feet along the shoreline and may not extend into the lake more than six (6) feet from the shoreline. [Except Sections V and XII]
- C. All docks and any decks overlooking or attached hereto must be approved by the Architectural Control Committee.
- D. No materials treated with creosote, arsenic, or other toxic materials will be allowed in or on the lake.
- E. No bulkheading of the shoreline of the lake or canal system will be allowed. All shorelines will be grassed and sloped into the lake by the owner. It will be the responsibility of each owner to maintain the shoreline with good sod and keep the shoreline mowed. There is an exception to bulkheading for Section V if allowed and installed as required by the City of Houston for Lake Houston or the then governmental or regulatory authority.

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**Section 23a: [All Sections except Section V] Streams and Creeks**

All live streams and creeks are designated as common [area]s upon the plats from normal flow lines to normal flow lines. All streams and creeks are bounded by a common [area]s easement, and a common [area]s easement is hereby granted on all streams and creeks, both dry and wet, extending 20 feet from the normal water flow of each side of the stream or creek into the property adjacent thereto whether or not so marked upon a plat. This section does not apply to dry bed drains originating on the owner's Tract.

Any areas adjacent to or overlying this Common [Area]s easement extending further into the adjacent property will be set forth upon the subdivision plat or otherwise described in recorded documents.

Owners of Tracts adjacent to live streams and creeks may use those Common [Area]s as access to the streams and creeks; however, they may not fence or otherwise obstruct or deter access to the Common [Area]s and use thereof by other property owners in good standing as members of the Association. Such adjacent owners may help to maintain these Common [Area]s, free of trash, sticks and flotsam; however, they may not cut and remove trees or brush therefrom without written permission from the Declarant or Association. Any berms or other landscaping or structures installed adjacent to or near streams in the Project for the purpose of minimizing the sanding or silting of such streams may not be modified or removed except upon specific written authorization of Declarant or Association.

**Section 23b: [Section V only] Rules of the Development pertaining to Lake Houston**

- A. Purchaser's tract does not extend to the shoreline of Lake Houston, except where so indicated upon the plat.
- B. Behind Purchaser's rear Tract line may lie property that belongs to the City of Houston known as "The Take Line."
- C. Tract owners, having lake property, if any, between their line and the water may clear this area of underbrush and may landscape it, and with a city permit may place their private pier on the lake.
- D. Private piers and boat docks may be installed by owners of adjacent tract(s), in an area extended from their Tract lines directly to the lake, upon submission of their plans for city approval and subject to obtaining a permit from the City of Houston and or any agency having authority.
- E. Bulkheads may also be installed by the adjacent Tract owner, subject to approval of the City of Houston and any other agency of authority.
- F. No out buildings or other structures of any nature will be placed in or upon the city "Take Line" property without first having obtained written permission of all entities of authority.

**Section 24:** All use of all Common [Area]s is subject to Association rules and use. The Association is hereby granted authority to adopt and enforce such rules of use and amend them from time to time as required to better manage the Common [Area]s.

**ARTICLE V.**  
**OWNER'S OBLIGATION TO REPAIR**

Each Owner shall, at his sole cost and expense, repair and maintain his residence, and other buildings and improvements on his tract, keeping the same in a condition comparable to the condition of such building at the time of its initial construction, excepting only normal wear and tear.

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**ARTICLE VI.**  
**MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS**

**Section 1:**     **Membership** – Every Owner of a Tract shall be a Member of the Association, which membership shall be appurtenant to and may not be separated from ownership of a Tract in the Project.

**Section 2:**     **Votes Declarant** – As defined in Article I, Section 14.

**Section 3:**     **Votes Per Member** – As defined in Article I, Section 14.

**Section 4:**     **Voting Procedure** – Voting may be by petition as prescribed for certain specific procedures herein, otherwise all votes will be by ballots mailed to the last known address of each member **per the records of the Association**. These ballots must be mailed back by the member to a certified public accountant designated by the Board. The certified public accountant will tally all votes and certify the results to be true. Each vote will be identified by a lot, block and section number.

Any ballot vote must allow no less than a 30-day period between mail out of ballots and the return of mailed ballots.

**Section 4a:**    **Voting Procedure by Petition -- Reserved**

**Section 5:**     **Board** – The Association shall be governed by and act through a Board of Directors for the Association of the Project as elected by the members as provided within the covenants. The Board shall be a five (5) member Board of Directors for the Association with terms running one year, who shall serve until their terms expires. On the anniversary date of such appointments, and on the same date of each following year, the Members of the Association shall elect members of the Board of Directors for that year as set forth herein. Such Board of Directors shall have the full powers and duties as may be reasonably necessary to carry out the purposes and duties of the Association as provided herein. **As of January 1, 2005, the election date will be set as January 1<sup>st</sup> of each succeeding year.** The above-stated term and election date may vary fifteen (15) days before or after said date at the option of the Board. Mail ballots will be provided for all voters who may return the ballots within the prescribed time and manner. The person receiving the most votes shall be declared the winner. In the event of a tie in votes that result in exceeding the number of positions open, the positions will be filled as follows:

- A. The candidates receiving the most votes will be appointed to a position; and
- B. If the open positions remaining reach a point that a tie exists and a position cannot be filled a special roll call vote will be held within sixty (60) days. All members will be sent a time and location to meet and an on-site ballot vote will be conducted. Only those members present may vote and no votes by proxy will be permitted. This process will proceed for two attempts to resolve the tie. In the event, no resolution is made, the existing Board members will call the results of the election and pick the winner(s) from those members who remain tied in the on-site vote.

Until the tie can be resolved as provided by the above process, the existing Board members will remain in office.

**Section 5: Board con't:**

In the event, a Board member resigns, dies, or is otherwise incapacitated from fulfilling the term of his office, at any time, the then Board of Directors shall be empowered to fill the position by appointing a replacement until the term of the Board member would have been completed. At that time, the position will be filled through the normal election / re-election process.

In order to insure the best representation, all Board members are required to attend no less than 50% of the monthly Board of Director meetings and can miss no more than two consecutive meetings. If a Board members fails to meet these requirements, they will be replaced as directed within the method described in this Section as pertains to members who resign, die, or are otherwise incapacitated.

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**ARTICLE VII.**  
**ASSESSMENTS**

- Section 1:** Each Owner of a Tract is hereby deemed to covenant by acceptance of his contract or deed for such Tract, whether or not it shall be so expressed in his contract or deed, to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements. Such assessments will be established and collected by the Board as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each Tract against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or persons who owned the Tract at the time that payment of the assessment is due. By acceptance of a contract or deed for such Tract, such personal obligation shall pass to the successors in title of such person or persons whether or not expressly assumed by them. However, the first owner liable will not be relieved of liability thereby.
- Section 2:** The annual assessments levied by the Board of the Association shall be used exclusively to promote the welfare and recreation of the residents of the Project, and for the construction, improvement and maintenance of the Common [Area]s, drainage, irrigation systems, or community facilities and private or public roadway easements or rights-of-way within the Project. The provision for maintenance of public roadways is made herein only in the case that the county, city, state or other public entity responsible therefore should fail to maintain said roadways properly. However, there will be an assessment for maintenance of private roads, specific to those Tracts within Section V and Section XII and other Sections if added and designed with private roads and payable by those owners within those Sections, as set forth herein.
- Section 3:** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year, but only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the Common [Area]s or a capital improvement to the Project or any designated private roadway, or public roadway within or giving access to the Project. Any such assessment must be approved by a majority of votes cast by members in a manner of voting as herein prescribed.
- Section 4:** The Association's Board of Directors shall fix the amount of the annual assessment against each Tract at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by a Board Member of the Association, setting forth whether the assessment against a specific Tract has been paid.
- Section 5:** Any assessment not paid by its due date shall be deemed in default. Any assessment not paid within thirty (30) days after the due date shall bear interest from the thirtieth (30<sup>th</sup>) day after the due date at the highest legal rate per annum. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, and/or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas, community facilities, roadway easements, or abandonment of his Tract(s).



**Section 6:** The assessment lien provided for herein shall be superior to the lien of any mortgage hereafter created; provided that if this document is an amendment or supplement to a prior Declaration, then this document hereby extends and renews the priority or perfection of such assessment lien created in such prior Declaration. A sale or transfer of any Tract shall not affect the assessment lien. The sale or transfer of any Tract pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall not extinguish the assessment lien as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof, except as otherwise provided herein in Section 12 of Article VIII. However any lender, investor or purchaser may accept without further pursuit of diligence a certificate executed by the President and attested by the Secretary of the Association certifying the status of dues, assessments or liens.

**Section 7:** Any expenses of suit brought by the Association and/or Declarant herein relating to any matter concerning the Association and any expenses of defense of any suit brought against the Association, its officers or directors, and/or Declarant in regard to the functions of the Association thereof in the administration or enforcement of these covenants shall be borne by the party bringing the suit, and the Association shall have and hold any rights to recovery of such expenses.

If the Association, its officers or directors, and/or Declarant prevail in any suit brought against them by any Owner in the Project with regard to the Association or Declarant's administration or enforcement of these covenants, and said Association, officers, directors, or Declarant prevail in said suit, then they are entitled to recovery and judgment against the suing owner for their costs of suit, including but not limited to, expert witnesses, attorneys, appraisers, surveyors, and litigation expenses. The amount of any such judgment obtained for damages or cost shall automatically become a lien against the judgment debtor's property in this Project upon entry of such judgment. Otherwise, this lien will attach to such property as prescribed by law.

**Section 8:** Each Owner in the Project agrees that should suit be brought by Declarant and/or the Association to enforce performance of the covenants or to collect assessments, the suing party will be and is entitled to judgment for damages and all costs of suit, including but not limited to expert witnesses, attorneys, appraisers, surveyors, and court costs, should the action prevail.

The amount of any such judgment obtained for damages or cost shall automatically become a lien against defendant's property in this Project upon entry of such judgment. Otherwise, this lien will attach to such property as otherwise prescribed by law.

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**Section 9:** It is specifically stipulated that should Declarant, as developer, its successors or assigns foreclose on any property sold under deed or contract, such property will revert to status of Declarant's inventory and will be free of the obligation of any accrued and unpaid assessments or costs and/or liens therefore that became due or were incurred prior to such reversion. Any such liens of records will be released by the appropriate officer or officers of the Association upon presentation of release thereto by Declarant, as developer. Upon failure of such action by the Association, or in lieu thereof, Declarant, as developer, may file a release executed on and by its own behalf and send a copy to the Association's President and Treasurer which will be conclusive evidence to all persons that such lien is thereby released unless the Association acting within its authority files a proper court action to invalidate said release within thirty (30) days after recordation. Furthermore, see Section 13, of Article VIII, herein.

**Section 10:** The Board of Directors of the Association shall establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Tract in the Project and changing the ownership records of the Association ("Transfer Fee"). A Transfer Fee shall be paid to the Association upon each transfer of title to a Tract. The Transfer Fee shall be paid by the purchaser of the Tract, unless otherwise agreed by the seller and purchaser of the Tract. The Association shall also have the authority to establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a Tract. The fee for a Resale Certificate shall be in addition to, not in lieu of, the Transfer Fee.

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**ARTICLE VIII.**  
**NOTICE OF AUTHORITY FOR ASSESSMENT**

**Section 1:** Each interested party or purchaser of a Tract or parcel of ground in the Project is hereby made aware of the fact that some of the roadways herein within the Common [Area]s are dedicated or will be dedicated to the use of the property Owners herein or the property Owners of a specific Section and are not dedicated to the county, any municipal body or public authority nor to the public. Such purchaser or other interested party is hereby given notice that the maintenance of such Common [Area]s, facilities, county roads and other designated areas where deemed necessary by the Association, and the payment for security guards and patrols, if any, garbage pick-up and other conveniences deemed necessary and requisite to the pleasure, comfort, security and enjoyment of the property Owners in the Project, will be provided for through an assessment or assessments, as the case may be, to be levied against each and every Tract or parcel of land in the Project that will benefit from the use of Common [Area]s and common facilities, such determination to be made by the Association. Determination of pro-rata assessment will be on a Tract basis. Where there are Limited Common [Area]s with specific cost associated then that cost will be assessed to the property Owners included for that Limited Common [Area]s.

**Section 2:** **Agreement** – Each purchaser of a property in the Project hereby agrees that the Association has the authority and in consideration of the necessity of an authority to administer the funds and attend to the management and maintenance of all common areas, services and facilities in said Project, and hereby grants and gives unto the said Association, its successors and assigns, the authority to levy and collect assessments as necessary, and to expend said funds as necessary, subject to the requirements as hereinafter set forth, for the purpose of the maintenance of all facilities and areas and services as herein described.

**Section 3:** **Common [Area]s** – It is herein stipulated that designated common areas may be used for any purpose required or deemed by the Association advantageous to the property Owners in the Project, such purpose to include, but not be limited to the installation of any or all utilities, and dedication of such easements and rights-of-way as deemed necessary by said Association. Such dedications may be made upon a plat thereof or by separate instrument in writing and such dedication may be made at the discretion of the Association at any time, present or future. The Association may allow the installation of any main or service extensions in said Common [Area]s by letter or formal agreement to the utility company, or may allow installation of service lines from main to dwelling or outlets by oral approval. Any such installations made will be considered approved if the Association has not ordered such installation halted prior to completion thereof.

**Common [Area]s may be of several categories:**

- A. Dedicated Common [Area]s are those Common [Area]s owned or to be owned by the Association through dedication upon the plat or by separate dedication by other recorded instruments of conveyance.
- B. Easements as Common [Area]s for community use by the property Owners are those Common [Area]s dedicated upon and across various lots, Tracts and parcels of land, shown as easements and/or Common [Area]s on the plats thereof and/or as cited in separate instruments of record or to be placed of record.

**Section 3: Common [Area]s continued**

- C. Leasehold Common [Area]s are those Common [Area]s not provided as easements or dedicated as fee Common [Area]s, but are shown as leasehold. Leasehold Common [Area]s are provided for the use of property Owners under the terms and conditions as set forth in the lease agreements.
- D. Temporary Common [Area]s are those Common [Area]s designated on a plat as such or upon the ground as such and may be Common [Area]s utilizing land being held for future development or as timberland forest by Declarant Temporary Common [Area]s may be moved or eliminated.
- E. Limited Common [Area]s are those Common [Area]s or easements limited to a common area servicing a specific area in the Project

**Section 4: Effective Date of Assessments** – Any or all levies for any or all purposes as herein set forth may be made and begun at an appropriate time as will be determined by the Association. Said action may be made to affect, at different times, any sections or Tracts, and levies for maintenance of various areas may be made or begun at different dates and are not required to be made simultaneously.

When such determination is made by the Association, notice will be given to the Owners of such properties as affected and all said Owners will then be required to pay said assessments to the Association.

**Section 5: Handling of Assessed Funds** – It is specified herein that all funds collected by the Association for maintenance and services of Common [Area]s will be kept in a special bank account or savings account to be used only for the purposes as herein stated, and an itemized account of all receipts and disbursements will be made available quarterly to all property Owners in said Project either by mail or by the Project website.

If at any time the fifty-one percent (51%) of the members of the Association affected by an assessment desire that the fund so established and the books and records pertaining thereto be audited, then said Owners may, by affixing their signatures to a petition, cause such audit to be made by delivery of the petition to the President of the Association. Such petition will cite the account by its proper identification and shall stipulate the name of a certified public accountant who shall make such audit and the date that such records should be made available to said accountant. The Association will then be compelled to make such records available to the named certified public accountant in the offices of the Association or other place at the discretion of Association and will be authorized to pay to such accountant, reasonable accounting fees for said audit from the funds of the account so audited.

**Section 6: Establishment of Amount of Assessment** – The Association in initially setting the annual levy or assessment for any purpose stated herein will do so on an estimated basis determined by an in-depth study of the requirements of said purposes. Said amount so levied may be changed from time-to-time as necessary to pay the allowed expenses as herein set forth. Should said assessment prove to be more than needed for such purposes, then, the Association will reduce said levy accordingly or carry forward such excess to be used to decrease the amount of future assessments.

- Section 7: Special Assessments** – The Association will have the right, privilege and powers to levy special assessments as may become necessary for purposes as required and authorized herein. Such special assessments would be made on the same pro-rata basis as herein above set forth and paid to the Association as prescribed by the Association. Upon the approval of sixty-six and two-thirds percent (66.67%) of the total membership (membership as defined by Article I Section 5) of the Association, subject to any special assessment, such special assessments could be made for the purpose of the construction or reconstruction of any desired improvements in the Common [Area]s for the use and benefit of such Owners of all of the acreage subject to such special assessment.
- Section 8: Collection of Assessments** – The Association will have the sole responsibility and authority to collect all assessments. Such assessments will be levied on an annual basis. The Association will have the power to add to such assessments appropriate and reasonable penalties against said Owners for delinquency in payment of assessments as well as the other remedies set forth herein.
- Section 9: Delinquent Assessments** – After having been given sufficient legal notice, any Owner being delinquent in the payment of any assessment will have filed against his Property a lien for such assessment, plus any penalties and costs. Such lien shall remain in effect until all past due assessments, penalties and costs have been paid or satisfied as otherwise set forth herein.
- Section 10: Enforcement of Liens** – Each lien established by the Association pursuant to the provisions of this instrument may be foreclosed as is provided for the non-judicial foreclosure of a mortgage upon real property under the laws of the State of Texas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorney's fees, and other allowed costs and penalties. The Association may employ any other process available under the law for collection.
- Section 11: Reservation of Liens** – The Association does hereby reserve unto itself, establish and impose upon the Property in the Project, a lien thereby securing each assessment imposed or to be imposed, or in any way provided for herein, and further securing any costs, interest, or penalties (including attorney's and expert's fees), subject only to any limitations and/or provisions in this instrument.
- Section 12: Subordination to Mortgage** – Each and every assessment and lien, together with any cost, penalties or interest related thereto, established, reserved or imposed under this instrument and authority shall be superior to any recorded, valid, bona fide mortgage or trust deed (and the lien and/or title thereof) which has been given in good faith and for value on any interest covered by this instrument and authority. Any subsequent Owner of any property so covered, purchased at foreclosure or otherwise, shall be bound by restrictions, conditions, covenants, reservations, assessments and liens set out in this instrument, including any assessment or lien arising prior to a foreclosure sale brought about by a lender under any valid, bona fide mortgage or trust deed. A valid, bona fide mortgage or trust deed for purposes of this document is one given for funds applied to the purchase of, or improvements of, the property upon which the lien is created. This lien for assessments is subordinate to future liens as set forth in Section 13 following.

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- Section 13: **Exclusion of Declarant** – The Declarant, as developer of this Project, its successors and assigns, will sell to purchasers properties within said Project. It is specifically stated and agreed that if one or more Tracts or parcels of land are sold to any purchaser by Declarant, by contract for deed, or deed with lien and note or other instrument, and purchaser defaults in payments due under said instruments in any manner, such as failure to pay principal, interest, taxes, insurance or assessments set out hereunder and said property be repossessed, or such contract canceled by Declarant, or any assignee of Declarant's right title and interest in any such lien or contract, then Declarant or said assignee, will not be required to pay to the Association any delinquent or past due assessments, costs, interest or penalties, and any liens for non-payment of same filed by said Association are deemed released as regards such property. Evidence of such cancellation, repossession or foreclosure will, in and of itself, be sufficient to effect such release. No further release or action will be required by the Association for this purpose; however, this stipulation does not, by any means, relieve the purchaser in default who failed to pay such assessments and/or penalties and costs, and from who said property was repossessed, of his personal liability to pay such delinquent funds. This provision does not affect the rights of the Association, as a creditor, to pursue other remedies and liens.
- Section 14: **Rules and Regulations Governing Use of Common [Area]s and Facilities Therein** – Rules and regulations governing the use of all Common [Area]s and facilities will be made and enforced by the Authority to insure the best and mutual enjoyment of all the qualified property Owners and their guests. Any Owner who fails to pay assessments levied or fails to comply with any requirements or rules and regulations governing the use of said Common [Area]s and facilities will be denied the use thereof. Such rules and regulations will include, but not be limited to, rules concerning guest privileges to use of Common [Area]s and any recreation facilities, speed limits on streets, type of vehicles on streets and other Common [Area]s, control of noise, use of irrigation water, channels or canals, use of any lakes, ponds or streams within the Common [Area]s and use of water from a limited common area.
- Section 15: **Delegation of Use of Facilities** – Any Owner may delegate his right of enjoyment to the common areas and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.
- Section 16: **Maintenance of Tracts** – The Owner of a Tract or Tracts in the Project will be required to keep said property free of any unsightly or offensive accumulation of trash, garbage, weeds, or unsightly deposits of any nature or kind from the date of purchase of said Tract. Landscaping and lawns must maintained and kept free of overgrowth. This requirement is effective on occupied and unoccupied Tracts. Ten days after notice to Owner of such situation existing, the Association herein above created or its employees will have the right and authority to enter upon said premises and correct existing violation of the requirements so stated. Any expenses incurred by the Association as a result of noncompliance, plus fifty percent (50%) of such costs for overhead and supervision, shall be charged to the Owner's assessment account and secured by the lien and collected in the same manner as provided in Article VII of this Declaration. All monies so owed the Association will become a special assessment against the property of the Owner.

- Section 17:** **Exterior Maintenance of Buildings** – In the event the Owner of any building in the project should allow such building to fall into disrepair and become in need of paint, repair, restoration of any nature or to be in need of other corrective measures, or to become unattractive and not in keeping with the quality of the neighborhood, then the Association will give such Owner written notice of such conditions. Fifteen (15) days after notice of such condition to Owner, and failure of Owner to begin and continue at a reasonable rate of progress to correct such condition, the Association may enter upon said premises to do or cause to be done any work necessary to correct said situation. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise. Any expenses incurred by the Association as a result of noncompliance, plus fifty percent (50%) of such costs for overhead and supervision, shall be charged to the Owner's assessment account and secured by the lien and collected in the same manner as provided in Article VII of this Declaration.
- Section 18:** The Association herein created is empowered by the Owner of each Tract or dwelling in this Project to contract with a utility company for the operation and maintenance of street lighting in this Project and to pay for security lights installed in Common [Area]s. The cost of the lights will be funded through the general assessment.
- Section 19:** **Notice** – In all instances herein where notice is required, notice will have been given upon depositing said notice in the United States mail, proper postage prepaid, addressed to the last known address of such person or party (according to the records of the Association) to whom notice is to be given except as otherwise required by law.
- Section 20:** It is specifically agreed by each purchaser and stipulated herein that the Declarant, its successors, and assigns will have the right of use of all Common [Area]s. Such use will be allowed for the purposes of promotion and sale of property by Declarant and will include the right of Declarant to issue passes and permits to guests or prospective purchasers of property and Declarant's employees to use and enjoy, for limited periods, such Common [Area]s, facilities, and services. This right is reserved unto the Declarant, its successors, and assigns so long as said Declarant owns land in the Project and is marketing same.
- Section 21:** It is fully understood that Declarant is subjected to the same payments created herein per Tract owned, as is any other Owner; save and except accrued but unpaid or past due assessments, costs, penalties and interest on or related to those lots or Tracts foreclosed on by Declarant or received by Declarant as the result of canceling a contract. However, it is fully understood that Declarant may pay such payments, including in advance any amount of funds in the form of improvements, maintenance, repairs, leases, rentals, and property donation at market value (collectively, "contributions") and will receive full credit against assessments for such contributions. Such contributions shall accrue interest at twelve percent (12%) per annum on such funds and market value of property contributed until such funds or value are charged against by the Authority. Each year the Authority will charge against such contributions and any accrued interest thereon the amount of any assessments due by Declarant, and shall carry

**Section 21: continued**

forward any credit balances to the next and ensuing years. Should Declarant have a credit balance remaining after sell out of the total Project of all sections, such credit balance will not be a charge to the Association, but will, in fact, be written off by Declarant.

**Section 22:** No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to any Tract and no odors shall be permitted to arise therefrom, so as to render any Tract or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Tract or its occupants. No offensive condition or activity or nuisance shall be permitted to exist or operate on any Tract. For purposes of this Declaration, a nuisance is any condition or activity that is offensive to a person of ordinary sensibilities. The Board of Directors of the Association shall have the authority to determine whether an activity or condition on a Tract is offensive and/or constitutes a nuisance and its determination shall be binding on the Owner and occupant of the Tract.

**Section 23:** In the event of a fire or other casualty causing damage or destruction to the dwelling or other improvement on a Tract, the Owner of such damaged or destroyed dwelling or improvement shall, within ninety (90) days after such fire or casualty, contract to repair or reconstruct the damaged portion of such dwelling or improvement and shall cause the dwelling or improvement to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved by the Architectural Control Committee, and shall promptly commence repairing or reconstructing such dwelling or improvement, to the end that the dwelling or improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed dwelling or improvement shall be razed and the Tract restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction. In the event that the repair and reconstruction of the dwelling or improvement has not been commenced within ninety (90) days after such fire or casualty and the damaged or destroyed dwelling or improvement has not been razed and the Tract restored to its original condition (unless an extension of time is granted to the Owner by the Association in writing), the Association and/or any contractor engaged by the Association shall, upon ten (10) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, have the authority, but not the obligation, to enter upon the Tract and raze the dwelling or improvement and restore the Tract as nearly as possible to its original condition. Any costs incurred by the Association to raze the dwelling or improvement and restore the Tract to its original condition, plus fifty percent (50%) of such costs for overhead and supervision, shall be charged to the Owner's assessment account, secured by the lien created in Article VII of this Declaration and collected in the manner provided in Article VII of this Declaration. Interest thereon at the maximum, non-usurious rate shall begin to accrue on such sum on the thirtieth (30<sup>th</sup>) day after a written invoice is delivered to the Owner.



**Section 24:** If notice and an opportunity to appear before the Board of Directors are given as provided by law, the Association shall be entitled to impose reasonable fines for violations of this Declaration or any rules and regulations or architectural guidelines adopted by the Association or the Architectural Control Committee pursuant to any authority conferred by either of them by this Declaration and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of this Declaration or any rules or regulations or any architectural guidelines. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article VII of this Declaration.

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**ARTICLE IX.**  
**UTILITY STANDBY CHARGES**

- Section 1:** The Association shall have the right to establish utility standby charges and in such case there shall be levied against every individual tract, severally, a standby charge not to exceed the exact cost per month to the Association or utility. Such charge shall be fixed from time-to-time by the Board of Directors of the Association, which charge shall be due and payable in monthly installments in advance, or as otherwise required, and the payment of such standby charge or charges shall be and is secured by a lien hereby created on each individual tract. The Association does hereby reserve unto itself, its successors and assigns and establish and impose a lien, thereby securing the assessment as herein set forth for the prescribed utility standby charge.
- Section 2:** This lien may be foreclosed upon after notice of delinquency to the Owner of any tract, in the same manner as is provided for the non-judicial foreclosure of a mortgage upon real property under the laws of the State of Texas. Any such foreclosure will entitle the lien holder to reasonable attorney's fees and other allowed costs and penalties. In addition, the Association may pursue any other procedures of collection as may be provided under the law.
- Section 3:** It is specifically stated herein that all property held by the Declarant, its successors and assigns for sale or resale within this Project is hereby totally exempt from any and all the requirements of this Article and no lien shall become effective on any of Declarant's property until said property is sold to individual tract purchasers by contract or deed.
- Section 4:** Such standby charge, the liens securing the payment thereof, and the right and responsibility for the enforcement thereof are hereby reserved unto and given over to the Association. The right of the Association to levy such charge, and all liens securing the payment thereof, except for delinquent payments and liens securing same, shall be released and discharged automatically (without further action) on any tract upon the conveyance of the tract to the initial person or persons who will reside on the property and the completion of a dwelling or residence on the property and connection to the utility with continued service. Such completion may be evidenced by the creation and recordation of the first lien mortgage or deed of trust on the improved property or by the execution of a release by the holder of said lien or by the Board of Directors of the Association of the lien created hereunder to secure the standby charge; however, prior to same any and all due or past due charges and fees must be paid in full.
- Section 5:** The Association may assign or pledge to any utility provider this right of assessment and security for standby charges. In such instance, the standby charges will be set at a rate in conformance with published or approved tables of any state agency of authority, if any. In the absence of such an authority, the rates will conform to normal and usual rates.
- Section 6:** Should a state approved central water system be provided in the subdivision with adequate volume of potable water served to any lot, then the purchaser(s) of said lot(s) will be obligated to connect to the system, be subject to any standby fee, and all other fees, and may not drill or operate a water well for any use other than irrigation. (Except Sections I, II, & III)
- Section 7:** Developer/Declarant herein has the sole and exclusive right to install a central water system and may transfer this right to any other entity at Declarant's sole discretion.

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**ARTICLE X**  
**LAW ENFORCEMENT AND STREET RIGHTS**

**Section 1: Traffic Law** – Notwithstanding the fact that some roads and the common [area]s in this Project are not or may not be dedicated the public (as opposed to the property Owners in the Project), it is hereby stipulated that the Harris County Commissioners Court or other public governing body will have the full authority to establish speed limits or other traffic laws and rules, and penalties for violation thereof upon the streets of this Project, and the law enforcement officers of Harris County or of the State of Texas or any other official body having such authority may enter upon this Project to enforce such laws the same as if said roadways were public roads.

**Section 2: Public Law** – Notwithstanding the fact that common areas in the Project are private and dedicated or are made available only unto the property Owners within the Project, it is hereby stipulated that any law enforcement officer, City, County, State, or Federal, is hereby authorized to enter upon the premises of the Project for all purposes just as though the Project common [area]s were dedicated unto the public, and every law enforcement officer will have the same rights, privileges and duties within the boundaries of this Project as he would in any subdivision whereby the streets and other common [area]s and facilities were dedicated to the public.

2006-21-2033

**ARTICLE XI**  
**GENERAL PROVISIONS**

- Section 1:** Declarant, the Association, or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. Declarant and the Association shall have the right to enforce, by proceeding at law or in equity all reservations, liens, assessments and charges imposed by the Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter.
- Section 2:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- Section 3:** The provisions of this Declaration may be amended by duly recording an instrument with the Harris County Clerk executed and acknowledged as approved by the Board, by not less than seventy-five percent (75%) of the total votes eligible to be cast and voted by the voting procedure and received by the deadline as described in Article I of these covenants.
- Section 4:** No breach of any of the conditions herein contained by reason of such breach shall defeat or render invalid the prior lien of any mortgage made in good faith and for value as to the Project or any tract therein; provided, however, that such conditions shall be binding on any Owner, except Declarant whose title is acquired by foreclosure, trustee's sale, or otherwise.
- Section 5:** The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association for a period of twenty-five (25) years from the [recorded] date of the original Declaration, and thereafter shall continue in effect for additional, successive and recurring periods of ten (10) years.
- Section 6a:** Declarant shall have the right during the term of this Declaration to add any area Tracts to the real property within the Project. The Owners of the Tracts within such added portion shall become members of the Association on the same terms and conditions, and subject to the same restrictions as apply to Owners of Tracts within the original Project, except that Declarant may impose additional restrictions on such additions including size and quality of improvements, land use, set back lines other requirements considered by Declarant to be beneficial to the best use of the property.
- Section 6b:** No merging of any Tracts added by any measure including re-plating can be added to any of the Sections covered by these Covenants although as described in Section 6a of this Article may be added to the Project as another Section. Only those members of the Sections covered by these Covenants may vote or petition for a vote to change any of the Covenants governing these Sections covered by these Covenants.
- Section 7:** A central water system will be installed by Declarant or Declarant's Designee which will be the sole source of water for household use. Rates for water will be as set by a State of Texas governing agency. Individual wells may be installed as herein set forth, however, individual well water will not be extended into any dwelling in this Project and may be used only in a separate system for irrigation, filling ponds or pools and watering livestock. (Except Sections I, II, and III)

**Section 8: Grand-fathered items exempt from the new Covenants**

Be it known, there are items that are recognized as being grand-fathered into approval that are not now able to be approved by the covenants voted into acceptance on this date. The items to be considered to be grand-fathered are listed as follows as long as they do not in any way violate now existing or future enacted laws of the Federal, State, or Local government agencies so empowered to enact such legislation and were approved under the then existing covenants before the vote to change such items:

1. Primary home size
2. Guest house size
3. Garage requirement
4. Garage facing direction
5. Driveway material
6. Driveway size
7. Culvert Material
8. Culvert Size
9. Water well
10. Home, Guest House or Driveway Location
11. Septic
12. Barn & Outbuilding Locations

**Items to be grand-fathered for their useful life as herein defined:**

**Fence material**

Chain link fencing material useful life is determined to be fifteen (15) years or to the point at which ten percent (10%) or more of the fence requires repair or replacement. At that time, the entire fence made up of that type of fence material, without regard to location on the property, that was so installed will be considered not to be in compliance and must be removed or replaced. If replaced, it must be with a material that is approved by the then existing covenants. The fifteen (15) year date will start upon the date listed below.

This grand-fathering clause is approved on the date the approved covenants are entered into minutes of a Board meeting and hereafter remains in force until it is amended by a change enacted through a covenant change vote as prescribed within the by-laws of the Commons of Lake Houston Property Owners Association or the covenants of the Commons of Lake Houston Property Owners Association then in force at that time.

**Section 9: Any item changed from its original approved design or purpose must be re-approved.**

This document is being recorded as a  
**COURTESY ONLY** by Butler & Hailey, P.C.,  
without review and without liability,  
expressed or implied.

**Return to:**  
**Butler & Hailey, P.C.**  
**1616 South Voss, Suite 500**  
**Houston, Texas 77057**





**CERTIFICATE**

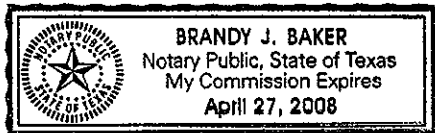
THE STATE OF TEXAS           §  
                                          §  
COUNTY OF HARRIS           §


BEFORE ME, the undersigned authority, on this day personally appeared William Gant, President of The Commons of Lake Houston Property Owners Association, Inc., known to me to be the person whose name is subscribed below, who, upon oath, did depose and state as follows:

My name is William Gant. I am the President of The Commons of Lake Houston Property Owners Association, Inc. (the "Association"). I am over the age of twenty-one (21) years, I have never been convicted of a crime and I am fully competent to make this affidavit. Attached hereto are ballots or consent forms executed by the owners of properties in The Commons of Lake Houston, Sections I, II, III IV, V, VI, VII, VIII, X and XII, a residential subdivision in Harris County, Texas. I certify that the attached ballots or consent forms represent the written agreement of owners holding the requisite number of votes to amend the Declarations of Covenants, Conditions and Restrictions for the various sections of The Commons of Lake Houston. This certification is based upon the ownership records of the Association.

  
William Gant, President of The Commons of Lake Houston Property Owners Association, Inc. 

Given under my hand and seal of office this 9<sup>th</sup> day of May, 2005.



  
Notary Public, State of Texas

2006-21-2642