

**Tenant and Rental Criteria**

This criteria is being provided by the Landlord only in reference to the Property located at the following address:

5315 Blossom Street

(Street Address)

Houston, Texas 77007

(City,State,Zip).

It must be signed by Landlord and Tenant before acceptance of application.

Pursuant to Property Code Section 92.3515, these Tenant Selection Criteria are being provided to you. The following constitute grounds upon which Landlord will be basing the decision to lease the Property to you. Based on the information you provide, Landlord may deny your application or may take other adverse actions against you (including, but not limited to, requiring a co-signer on the lease, requiring an additional deposit, or raising rent to a higher amount than for another applicant). If your application is denied or another adverse action is taken based upon information obtained from your credit report or credit score, you will be notified.

1. **Criminal History:** Landlord will perform a criminal history check on you to verify the information provided by you on the Lease Application. Landlord's decision to lease the Property to you may be influenced by the information contained in the report.
2. **Previous Rental History:** Landlord will verify your previous rental history using the information provided by you on the Lease Application. Your failure to provide the requested information, provision of inaccurate information, or information learned upon contacting previous landlords may influence Landlord's decision to lease the Property to you.
3. **Current Income :** Landlord requires tenant must document at least <sup>3</sup> times the rent as their monthly income. The tenant applicant must provide at least <sup>2</sup> month(s) of recent paystubs. If self-employed, Landlord will require <sup>2</sup> months of bank statements and <sup>2</sup> years of tax returns.
4. **Other Income:** Including Child Support, Social Security or other will require <sup>3</sup> months' worth of Bank statements showing deposits a letter from the court, Social Security or Financial Professional.
5. Landlord requires a clear copy and readable Driver's License for each Applicant 18 years or older.
6. **Credit History:** Landlord will obtain a Credit Reporting Agency (CRA) report, commonly referred to as a credit report, in order to verify your credit history. Landlord's decision to lease the Property to you may be based upon information obtained from this report. If your application is denied based upon information obtained from your credit report, you will be notified.
7. **Applications must be received for all persons over 18 years or older that will occupy the property. The fee for each applicant is \$60.00**
8. **Failure to Provide Accurate Information in Application:** Your failure to provide accurate information in your application or your provision of information that is unverifiable will be considered by Landlord when making the decision to lease the Property to you.

9. **Other:**

Landlord also requires the following acceptance by prospective tenant prior to application:

A. Monthly Rent: Due on the  first day of the month  \_\_\_\_\_

B. Late Charges: Time at which late charges are incurred: 11:59 p.m. on the 3rd day after the date on which rent is due.

(1) Initial Late Charge:  (a) \$ 45.00  (b) \_\_\_\_\_ % of one month's rent.

(2) Additional Late Charges: \$ 15.00 per day thereafter.

C. Pets:  not permitted  permitted with the following restrictions (size, weight, number, type): \_\_\_\_\_

one pet will be considered on a case-by-case basis.

(1) If a pet is permitted, Landlord requires the tenant to sign a pet agreement and requires:

(a) a pet deposit of \$ 500.00 in addition to the security deposit.

(b) the monthly rent to be increased by \$ \_\_\_\_\_

(c) a one-time, non-refundable payment of \$ \_\_\_\_\_

(2) Pet violation charges (whether pet is permitted or not permitted): (a) an initial charge of \$ 2,000.00 ;

and b) \$ 25.00 per day thereafter.

D. Security Deposit: \$ ; 3,400.00

E. Utilities: All utilities to be paid by Tenant except: N/A

F. Guests: Number of days guests permitted on Property: 14

G. Vehicles: Number of vehicles permitted on Property: 2

H. Trip Charge: \$ 75.00

I. Key box: Authorized during last 30 Days of lease: Early Withdrawal Fee \$ 680.00

J. Inventory and Condition Form: To be delivered within 7 days

K. Yard: To be maintained by:  Landlord;  Tenant;  a contractor chosen and paid by Tenant; or  \_\_\_\_\_ (contractor) paid by Tenant

L. Pool/Spa: To be maintained by:  Landlord;  Tenant;

281-639-7848

M. Repairs: Emergency phone number for repairs: \_\_\_\_\_

Appliances or items that will not be repaired: N/A

N. Special Provisions: Maximum number of adults is 2. Tenant is responsible for any repairs \$75.00 and under. Tenancy subject to attached deed restrictions.

O. Assignment, Subletting and Replacement Tenant Fees:

(1) If procured by tenant:  (i) \$ \_\_\_\_\_ ; or  (ii) 100 % of one month's rent.

(2) If procured by landlord:  (i) \$ \_\_\_\_\_ ; or  (ii) 100 % of one month's rent.

P. Other: See Attachment A for Insurance Requirements. Tenants to add salt to the water softener system every three months. Tenant to water roof terrace plants twice a week.

Landlord(s) Signature and Date:

DocuSigned by:  
Peter S. Poland 8/1/2020  
829844D4F11C41F

Tenant(s) Applicant Signature and Date:

\_\_\_\_\_

Attachment A  
5315 Blossom St.  
Tenant Selection Criteria

Tenants will be required to provide proof of insurance prior to lease commencement date and maintain during the term of the lease a renter's or liability insurance policy that provides limits of liability to third parties in an amount not less than \$100,000 per occurrence. Landlord's insurance does not cover personal property of tenants.

DocuSigned by:  
*Peter S. Poland*  
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Landlord

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Tenant

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Tenant

## SPECIAL NOTICE FROM SELLER TO BUYERS OF LOTS 8, 9, 10 and 11

THIS IS A SPECIAL NOTICE FROM SELLER TO EACH BUYER OF LOT 8, 9, 10 or 11. The back boundary line of your lot (i.e., your west property line) is the eastern boundary line of certain homes in the Riverwood on Detering Sec. 1 subdivision or the Detering Townhomes subdivision (together the "Adjacent Homes"), all of which front on Detering Street.

It has come to the attention of Seller that the builder of the Adjacent Homes constructed the back fence of the Adjacent Homes well inside the true back boundary line of the Adjacent Homes. Seller constructed your fence adjacent to the fence for the Adjacent Homes in order not to leave a gap between the fences. The result is that your back yard now appears to be much larger than it would be if the fences were located on the true boundary line. It is possible that an owner of the Adjacent Homes in the future might want to relocate the fences to the true boundary line, which will result in a smaller back yard for you than you now see. Seller is not responsible if your neighbor moves the fence to the true boundary line, and Seller shall have no obligation to move your fence or pay for a new fence. You are cautioned not to install any landscaping or improvements beyond your true boundary line.

This Special Notice shall survive the closing of your purchase of your unit.

Dated 8/17/2017, 201  

SELLER:

BLOSSOM DETERING TOWNHOMES, LLC

By:

Jonathan Farb, President

BUYER:

DocuSigned by:

Peter S. Poland

RESTR  
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BLOSSOM DETERING TOWNHOMES**

This *DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLOSSOM DETERING TOWNHOMES* (this "Declaration"), is made as of the date hereinafter set forth by **BLOSSOM DETERING TOWNHOMES, LLC**, a Texas limited liability company. Capitalized terms used in this Declaration shall have the meanings as defined in these Declarations.

WITNESSETH:

WHEREAS, Declarant is the owner of the following real property (the "Declarant Property"), to wit:

Lots One (1) through Eleven (11) inclusive, in Block One (1), of **BLOSSOMERING**, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in/under Film Code No. 665008, and amended by an amending plat recorded in/under Film Code No. 672047 of the Map Records of Harris County, Texas.

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WHEREAS, Declarant is developing the Declarant Property into eleven (11) single family residential units having the name **BLOSSOM DETERING TOWNHOMES** (the "Project"), and is building or has built a residence on each Lot in the Project; and

WHEREAS, it is the desire of the Declarant to provide a common plan as to the use, maintenance, and common amenities of the Project and, to this end to subject the Lots in the Declarant Property to the covenants, conditions and restrictions hereinafter set forth for the benefit of all present and future owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Lots in the Declarant Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said Lots and shall be binding upon all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

1.1 *Definitions.* The following words, when used in this Declaration, shall have the following meanings:

"**Association**" shall mean and refer to a Texas non-profit corporation, its successors and assigns, if the same is formed by either Declarant and/or the Owners, in their sole discretion, and identified as such by a document filed of record in the Official Public Records of Real Property of Harris County, Texas. In the event no such Association is formed, references herein to the "Association" shall mean the Owners collectively.

"**Board**" shall mean and refer to the Board of Directors of the Association, if formed (see "Association").

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"Committee" is defined in Section 2.1 of these Declarations.

"Common Elements" shall mean and refer to all properties, real or personal, if any, owned, leased or used by the Association (if formed) or otherwise owned by one or more of the Owners for the common use and enjoyment of the Owners, and includes that portion of each Lot which is included in the Easements.

"Declarant" shall mean and refer collectively to **BLOSSOM DETERING TOWNHOMES, LLC**, a Texas limited liability company, its successors or assigns, provided that an assignee is designated in writing by Declarant as an assignee of all, or part, of the rights of Declarant under this Declaration.

"Declarant Property" means the Declarant Property described above.

"Easements" shall mean and refer to those easements referred to in Article VIII of this Declaration and/or as shown on the Recorded Plat. All of such Easements are for the common use and enjoyment of all of the Owners, and (except as otherwise indicated) include that portion of each Lot which is included in the Easements.

"Improvements" shall mean and refer to all structures and any appurtenances including but not limited to foundations, walls, buildings, outbuildings, patio covers, awnings, painting of any exterior surfaces of any visible structure, walkways, garages, carports, driveways, parking areas, fences, screening walls, stairs, decks, poles, signs, solar energy equipment, solar screens, exterior air conditioning units, water softeners, exterior lighting, recreational equipment, radio or television antenna, satellite dish, or landscaping which is visible from the street or from any other Unit.

"Lot" shall mean and refer to any one of the eleven (11) lots in Declarant Property. Each Lot is subject to certain easements, including the Common Elements, for the use of all the Owners (except as otherwise indicated).

"Lots" shall mean and refer to collectively the total of the eleven (11) individual Lot(s) which encompass the entirety of the Declarant Property, including Easements.

"Maintenance" or "Maintain" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting and other Improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy environment for optimum plant growth.

"Member" shall refer to every person or entity which holds a membership in the Association, if formed, otherwise this term has the same meaning as "Owner".

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest. "Owners" means collectively each and every Owner of a Unit.

"Party Wall" shall mean and refer to the common wall, if any, which is built or exists as a part of the original construction between any two Units.

"Recorded Plat" shall mean the map or plat of the Project recorded in Film Code No. 665008 and 672047 of the Map Records of Harris County, Texas.

"Shared Improvement" shall mean and refer to any Improvement(s) on a Lot which is/are also an Improvement shared by or with any other Owner. By way of example, without limitation, the following items are Shared Improvements: entry ways serving more than one Unit, exterior security lighting, roofs, decking beneath the roofs, foundations, walls on shared property lines which are party walls, exterior fascia and brick on common walls of Units, walkways, parking areas and other paved areas serving more than one Lot, shared driveways and any shared utility lines.

"Street" shall refer to any publicly dedicated street, drive, boulevard, road, alley, lane, avenue, or thoroughfare.

"Unit" shall refer to any residence located on any Lot.

## ARTICLE II MAINTENANCE COMMITTEE

2.1 *Creation.* Declarant has reserved exclusive jurisdiction over all original construction of Units and Common Elements on the Lots in the Declarant Property. There is hereby created a **Maintenance Committee** (herein referred to as the "**Committee**") which has exclusive jurisdiction over the review and approval of all modifications, additions or alterations made on or to the exterior of any Unit and other improvements on any Lot after the original construction has been completed by Declarant. No person serving on the Committee shall be entitled to compensation for services performed in such capacity, however, the Committee may employ, at the expense of the Association or the Owners, one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out their duties hereunder.

2.2 *Number and Appointment of Committee Members.* The Committee shall consist of one (1) or more persons as members of the Maintenance Committee. Declarant shall have the right to appoint all such members, as well as the right to remove any such members, until Declarant has sold and conveyed all of its Lots in the Declarant Property and is no longer an Owner. Prior to such date, in the event of the death, or removal or resignation of any person serving on the Committee, Declarant may designate in writing a successor, or successors, who shall have all of the authority and power of his, her or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee. After the date on which Declarant has sold and conveyed all of its Lots within the Properties, the Board (if the Association is formed, otherwise a majority of the Owners) may perform the functions of the Committee or from time to time, appoint and remove members of the Committee. Any such appointment and/or removal shall be in writing and may be recorded in the Harris County Real Property Records.

2.3 *Powers of the Committee.* No improvements, modifications or alterations shall be constructed within or to the interior of the Unit on any Lot until the plan and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity with the restrictions herein contained, structural integrity as to such Unit and any Unit on an adjacent Lot, and harmony of design to the extent that any such improvements, modifications or alternations may be seen from the outside of such Unit through any window, open or closed door or opening.

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If no Association has been formed by the Owners, each Owner shall be required to maintain substantially the same color exteriors as originally painted or stained, and shall maintain the exterior surfaces of such Owner's Unit (including the exterior walls, windows, doors, roof, etc.) in a good condition. Furthermore, each Owner shall maintain all doors and windows in a good condition. Furthermore, each Owner shall share the cost, on a pro-rata basis, to keep any Shared Improvements in good condition.

If an Association is formed by the Owners, no improvements, modifications or alterations shall be constructed on or to the exterior of the Unit on any Lot by any Owner, the right to construct, modify, alter and maintain the exterior of the Units then being reserved exclusively to the Association (provided however, Declarant has the exclusive right to construct the initial improvements on each Lot). Without limitation, the Committee shall have the right to specify architectural and aesthetic requirements for Lots, the location, type, height, and extent of all landscaping, shrubs, fences, walls, or other screening devices, the orientation of walks and paths, and shall have the right to limit the number of acceptable exterior materials, colors and finishes that may be utilized in construction, maintenance, modification or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Project.

The Committee shall have the right, exercisable in its sole discretion, to grant variances to the restrictions of this Declaration in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Project. The Committee may require the submission of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the Lot relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance.

*2.4 Limitation of Liability.* The Committee has no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications. The Committee has no duty to inspect any improvements; and, if the Committee should inspect any improvements, it shall have no liability or obligation to any party arising out of such inspection. The Committee expressly shall have no liability or responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the construction of any improvements. Notwithstanding any covenant, condition or term contained in this Declaration or provision of the By-Laws of the Association to the contrary, the Committee shall not have any liability to any Owner arising or resulting from any act, omission or delay of the Committee taken or omitted pursuant to this Declaration or the By-Laws of the Association. Each Owner by accepting a conveyance of any Lot conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the Committee arising or resulting from acts or omissions pursuant to this Declaration or the By-Laws of the Association.

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ARTICLE III  
PROPERTY OWNERS ASSOCIATION

3.1 *Conditional Organization and Application.* In the event Declarant (and after Declarant has sold all of the Units, by a majority of the Units, through their respective Owners) desires to form an Association, such party or parties shall have that right by executing and recording a document to that effect (the "**Formation Notice**") in the Official Public Records of Real Property of Harris County, Texas. In that case, the Association will be organized and formed as a non-profit corporation under the laws of the State of Texas. If so formed, the principal purposes of the Association will be as specified in the Formation Notice, as it may be amended from time to time, which may include the collection, expenditure, and management of the maintenance funds, enforcement of the restrictive covenants contained herein, and architectural control of the Lots. Any provisions of Articles III and IV not specified in the Formation Notice, as it may be amended from time to time, shall continue to be the obligations of the Owners. **All the other provisions of Articles III and IV of this Declaration shall only be applicable in the event an Association is formed and then to the extent specified in the Formation Notice, as it may be amended from time to time (otherwise, the remainder of this Article III, and Article IV, shall not be applicable).**

3.2 *Board of Directors.* The Association shall act through a Board of Directors (the "**Board**") consisting of three (3) or more members. The Board shall manage the affairs of the Association as specified in this Declaration and the By-Laws of the Association.

3.3 *Membership.* Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

3.4 *Voting Rights.* The Association shall initially have two (2) classes of membership as follows:

Class A. Class A Members shall be all persons or entities who own a Lot with the exception of the Declarant. After the Conversion Date (as hereinafter defined), the Declarant shall become a Class A Member.

Class B. The Class B Member shall be the Declarant. The Class B membership shall cease and become converted to Class A membership on the Conversion Date.

Class A Members shall be entitled to one (1) vote for each Lot owned within the Properties and the Class B Member shall be entitled to Eleven (11) votes for each Lot owned by Declarant. When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Members, and the vote for the Lot owned by such Members shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot in which such Members own undivided interests.

3.5 *Conversion Date.* The Conversion Date shall occur on the earlier of:

- (i) The date the total number of votes of the Class A Members equals or exceeds the number of votes of the Class B Member; or

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- (ii) December 31, 2018 or such earlier date as may be established by Declarant in a written instrument recorded by Declarant in the Official Public Records of Real Property of Harris County, Texas.

3.6 *Termination of Membership.* The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 *Creation of Lien and Personal Obligations for Assessments.* Subject to the provisions of Section 3.1 of this Declaration, Declarant (for each Lot) hereby covenants and agrees, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance) is deemed to covenant and agree, to pay the Association (i) annual assessments or charges and (ii) special assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, late charges, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them. However, successors in title shall nonetheless acquire title to the land subject to the lien securing the assessments and charges.

4.2 *Purpose of Annual Assessments.* The annual assessments levied by the Association shall be used for carrying out the purposes of the Association as stated in its Articles of Incorporation, this Declaration and all other restrictive covenant instruments administered by the Association. The judgment of the Board in determining the functions to be performed by the Association, in determining the amount of annual assessments, and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith. Such funds may be used to pay costs incurred with respect to all or any of the following:

- i. Operation, maintenance, repair, and improvement of the Common Elements or Easements within, adjacent to or in the vicinity of the Project, including any utilities utilized in connection with such Common Elements and Easements;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Elements and Easements, and for directors and officers liability insurance. The insurance coverage maintained by the Association shall NOT include casualty insurance on the Units (see Section 8.1 below) nor the contents of the Units, unless otherwise specifically agreed by the Association and approved by majority vote of the Owners;

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- iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management, supervision and operation of the Common Elements and Easements;
- iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- v. Maintaining or replacing any landscaping, sprinkler systems, fences, gates, gate openers, card readers, mailboxes, utility meters, driveways, drainage facilities (inlets, outlets, grates and pipes) or any other improvements in the Common Elements or Easements;
- vi. Designing, purchasing and installing any improvements to the Common Elements or Easements;
- vii. Mowing and routine maintenance of the Common Elements and Easements;
- viii. Removing debris from the Common Elements and Easements;
- ix. Contracting for lights and water in the Common Elements and Easements;
- x. Collecting and disposing of trash, garbage, ashes, rubbish and other similar materials;
- xi. Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration;
- xii. Employing policemen or watchmen and/or a security service, or participating in any neighborhood program providing security services;
- xiii. Contracting for insect and pest control;
- xiv. Carrying out the duties of the Board;
- xv. Creation and funding of such reserve funds as the deems necessary; and
- xvi. Carrying out such purposes of the Association as generally benefit the Members of the Association.

As stated hereinabove, the Association shall not be obligated to perform all of the foregoing functions or any particular function. The judgment of the Board in establishing annual assessments and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

4.3 *Maximum Level of Annual Assessments.* Declarant (and after Declarant has sold all of the Units a majority of the Owners) shall have the right to set the amount of the initial annual assessment per Lot for the year the Association is formed. Thereafter, the annual assessment in any year after the initial year may be increased by the Board, at its sole discretion, by an amount equal to a fifteen percent (15%) increase over the assessment for the previous year without a vote of the Members of the Association. The annual assessment in any year may be increased above

fifteen percent (15%) by a two-thirds (2/3rds) vote of the Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board may fix the annual assessment at any amount not in excess of the maximum. Annual assessments may be collected on a monthly basis at the Board's election.

4.4 *Special Assessments for Capital Improvements.* In addition to the annual assessments authorized above, the Association may levy, in any year, a special assessment against the Lots applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement being a Common Element or located in a Common Element or in an Easement, including fixtures and personal property related thereto; provided, however, any special assessment must be approved by a two-thirds (2/3rds) vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

4.5 *Notice and Quorum.* Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 or 4.4 above shall be sent to all Members in accordance with applicable Texas law. At the first such meeting called, the presence of members or of proxies entitled to cast fifteen percent (15%) of the votes of the Association's membership shall constitute a quorum. If the required quorum is not present or represented, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

4.6 *Rates of Assessment.* Both annual and special assessments on all Lots shall be fixed at uniform rates and all Lots in the Properties shall commence to bear their assessment simultaneously; provided, however, Lots owned by Declarant shall not be assessed. The assessment for an individual Lot, within a calendar year, shall change as the ownership of such Lot passes from Declarant, and the assessment for such Lot shall be prorated according to the applicable rate during each type of ownership.

4.7 *Date of Commencement and Determination of Annual Assessment.* The annual assessment provided for herein shall commence as to all Lots not owned by Declarant on the first day of the month following the formation of the Association, or on such later date as the Board determines. The assessment for such year shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose Lot is subject to assessment, or monthly if the Board elects. On or before the 30th day of November in each year, the Board shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year or such other date as the Board specifies, or monthly if the Board elects. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or authorized representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

4.8 *Effect of Nonpayment of Assessments; Remedies.* Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at such rate not in excess of the

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maximum lawful rate as may be established by the Board. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or to foreclose the lien herein retained against the property in accordance with applicable law (including Chapter 209 of the Texas Property Code, as amended). Interest as above specified and costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge.

The lien in favor of the Association is created by the recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Lot, an Owner grants to the Association a power of sale in connection with the Association's lien. By written resolution, the Board may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 and Chapter 209 of the Texas Property Code, and any applicable revision(s), amendment(s), or re-codifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially and/or by nonjudicial foreclosure pursuant to the power of sale created hereby and as provided in Chapter 209 of the Texas Property Code. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure, except as may be otherwise required by applicable law. The Owner shall have such right of redemption after or resulting from a foreclosure sale of the Association's lien as provided by applicable law. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a nonjudicial foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot under Chapter 32, Tax Code, shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements or abandonment of his Lot.

4.9 *Subordination of the Lien to Mortgages.* As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board may determine.

ER U/U-93-U/US

ARTICLE V  
RIGHTS IN THE COMMON ELEMENTS

5.1 *Owner's Right of Enjoyment.* Subject to the provisions herein stated, every Owner shall have a right of enjoyment of the Common Elements, and such right shall be appurtenant to and shall pass with the title to every Lot, subject the following rights of the Association, if formed pursuant to Section 3.1 of this Declaration:

- i. The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Elements, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations; and
- ii. The Association shall have the right, without the approval of the Members, to grant or dedicate easements in portions of the Common Elements to public or private utility companies.

ARTICLE VI  
USE RESTRICTIONS

6.1 *Residential Use.* No structure other than one single family residence shall be constructed, placed on, or permitted to remain on any Lot. Each and every Lot is hereby restricted to a residential dwelling for single family residential use only. No business, professional, commercial or manufacturing use shall be made of any Lot; provided, however, the foregoing shall not be construed to prohibit the use of a residence for a home occupation incidental to the principal residential use. This restriction shall not prohibit the use of a Lot for a limited business purpose, provided that: (i) such use is incidental to the primary residential use; (ii) such use conforms to all applicable laws and ordinances, and (iii) there is no external evidence of such use. In no event shall such limited business use unreasonably interfere with the quiet enjoyment of the other Owners of their Lots or involve the sale of goods or merchandise. In addition, consultation with clients or customers at or in a Unit shall not be permitted. Notwithstanding the foregoing, the use of a Unit for the maintenance of a personal or professional library; for the keeping of personal, business or professional records of accounts; or for the handling of personal business or professional telephone calls or correspondence shall not be deemed to be a violation of these provisions.

6.2 *Pets.* No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except as provided in this Section 5.2 and in the Rules and Regulations. Consistent with its use as a residence, dogs, cats, or other household pets not to exceed two (2) in number may be kept on a Lot, provided that they are not kept, bred, or maintained for any business purposes. Household pets must be confined within the Unit except when being walked by their Owner.

6.3 *Nuisances.* No noxious or offensive trade or activity shall be carried on within the Project nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Lots.

6.4 *Storage and Repair of Vehicles/Garage Doors.* Unless otherwise approved by the Board, no boat, water craft, boat trailer, boat rigging, motor home, trailer, automobile, truck, bus, camper or other vehicle shall be parked or kept in an Easement or on any Lot unless such vehicle is stored within the garage. No Owner of any Lot or any visitor or guest of any Owner shall be

EK U/U-95-U/UB

permitted to perform repair work on automobiles or other vehicles in any Easement or in any open garage. Garage doors shall be kept in the closed position except when the garage is being actively used for ingress and egress of a vehicle.

6.5 *Permitted Hours for Construction Activity.* Except in an emergency or when other unusual circumstances exist, as determined by the Board, after the initial construction of residences by the Declarant, outside construction work or noisy interior construction work shall be permitted only on weekdays between the hours of 8:30 A.M. and 4:30 P.M.

6.6 *Disposal of Trash.* No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers as provided in the Rules and Regulations (see Section 11.6 below). Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with the Rules and Regulations, as they may be amended, and all laws, ordinances and regulations of and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In accordance with the Rules and Regulations, and in a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from such Owner's Lot at regular intervals.

6.7 *Disposal of Hazardous Substances.* No gasoline, motor oil, paint, paint thinner, pesticide, or other product considered to be a contaminant or a hazardous substance under applicable federal or state laws and regulations shall be disposed of on any Lot nor shall any such material be deposited into a storm sewer, sanitary sewer manhole, or drainage pipe within or adjacent to the Project, but rather all such materials shall be handled and disposed of in compliance with all applicable laws and regulations and the recommendations of the manufacturer of the applicable product or a governmental entity with jurisdiction.

6.8 *Building Materials.* Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction of Units by Declarant, building materials may be placed or stored outside the property lines of Lots. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No Owner, other than Declarant, may store any building materials on any of the Common Elements or Easements.

6.9 *Leasing Units.* An Owner shall be allowed to lease such Owner's Unit subject to this Declaration and the Rules and Regulations, for occupancy as a single family residence, provided that such lease is in writing and expressly sets forth that such lease is subject to all terms and provisions and conditions set forth herein, and provides the failure of the lessee to comply with the terms, provisions and conditions set forth herein shall be a default under the terms of such lease.

6.10 *Owner's Maintenance.* Each Owner, including occupiers, and lessees of any Unit, shall Maintain their respective Lot and Unit. Such Maintenance includes, but is not limited to, the following:

- i. Prompt removal of all garbage, litter, trash, refuse, and waste;
- ii. Cutting and mowing of all weeds and grass;

EX U/U-93-U/U/

- iii. Tree and shrub pruning;
- iv. Keeping exterior lighting and mechanical facilities in good working order;
- v. Watering and keeping lawn, shrub and garden areas alive, free of weeds and in a neat and attractive condition;
- vi. Keeping parking areas and driveways in good repair;
- vii. Repainting of improvements when needed; and
- viii. Repairing all water drainage systems.

ARTICLE VII  
ARCHITECTURAL RESTRICTIONS

7.1 *Type of Unit.* Only one (1) attached single family residence Unit not more than three (3) stories in height shall be built or permitted on each Lot. Each Unit shall have an included ground level garage for two (2) cars. All structures shall be of new construction. All Units must be kept in good repair to preserve their attractiveness. All minor exterior maintenance to a Unit shall be performed by each respective Owner, or shared between Owners pro-rata in the case of repairs to Shared Improvements. In the event no Association is formed pursuant to Section 3.1 of this Declaration, major exterior maintenance to a Unit shall be performed by each respective Owner, or shared between Owners pro-rata in the case of repairs to Shared Improvements. In the event, however, that an Association is formed pursuant to Section 3.1 of this Declaration, thereafter all major exterior maintenance to the Unit itself shall be performed by the Association, the cost of which shall be an expense of the Association except for the cost of repair of damages caused by an Owner's intentional act, negligence or neglect.

7.2 *Location of Unit on Lot.* The location of each Unit on a Lot will be within the boundary of such Lot, but not within any of the Common Elements or Easements. The placement of each such Unit by Declarant in the initial construction shall be deemed proper. No part of any Unit shall be located on any of the easements set forth in this Declaration and/or shown on the Recorded Plat, nor shall any Unit encroach beyond the building setback line specified in this Declaration and/or shown on the Recorded Plat. Declarant reserves the right to amend the Recorded Plat in the event any Unit is found not to be located within the platted boundaries of a Lot.

7.3 *Temporary Buildings.* Temporary buildings or structures shall not be permitted on any Lot. However, Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Declarant, its contractors and subcontractors, in connection with the construction and sale of Units.

7.4 *Grass and Shrubbery.* Declarant shall sod or landscape the area adjacent to each Unit which is not to be used as a driveway. Thereafter each Owner (or the Association, if one is formed pursuant to Section 3.1 of this Declaration, may elect to do same) shall water and maintain such grass and landscaping in front of each Unit and in accessible Common Areas. Generally such landscaping shall be maintained in a manner consistent with the plan of the original landscaping installed by Declarant (unless changed by the Association, if one is formed pursuant to Section 3.1 of this Declaration, or if not formed, by a majority of the Owners). Each Owner shall be

EK U/U-93-U/U08



responsible for watering and maintaining the grass and shrubbery and landscaping in such Owner's Lot.

7.5 *Signs.* Except for one (1) sign of not more than five (5) feet square advertising a Unit on a Lot "For Sale" (which "For Sale" sign may only be erected at the entrance or entrances to the Project, not within the Project, or on any Unit or in the window of any Unit), no signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Board. The right is reserved by the Declarant to construct and maintain signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, Declarant and the Association shall have the right to erect identifying signs at the entrance to the Project.

7.6 *Exterior Antennae.* No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board is empowered to adopt rules governing the types of antennae that are permissible and to establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the rules of the Board may only be installed on the outside structure of a Unit in the Project, but not visible from a Street or the other Units, and integrated with the dwelling. Antennae shall be installed in compliance with all state and local laws, ordinances and regulations, and only in accordance with safety standards relating to any power lines adjacent to the Project.

7.7 *Outdoor Lighting.* Generally, all outside lighting shall be established by the Association, or approved by the Owners. Each Owner shall maintain (including power, bulbs and repairs) each exterior light on such Owner's Unit. No other outdoors lighting shall be installed by any Owner without the prior written consent of the Association or any other Owner(s) affected by such lighting. All exterior lighting shall use clear light bulbs (i.e., no colored lighting is permitted), and all security lighting shall be kept on during all hours of darkness.

7.8 *Air Conditioners.* No window or wall type air conditioners shall be permitted in any improvements within any of the Units. Any air conditioning compressor shall be located in the location originally used by Declarant for such compressor in the original construction of the Unit.

7.9 *Private Utility Lines.* All electrical, telephone, cable and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed underground unless otherwise approved in writing by the Committee.

## ARTICLE VIII INSURANCE AND DESTRUCTION

8.1 *Property Insurance Must Be Provided by Unit Owner.* Each Unit Owner shall be required to obtain and maintain at all times insurance policies with premiums paid providing extended coverage for the Unit against damage by fire and lightning and against such other risks as are covered under a standard Texas homeowner's insurance policy, in an amount not less than 100% of full replacement cost of the Unit and all improvements to the Unit. Such policy should name the Association, if formed pursuant to Section 3.1 of this Declaration, together with any

EK U/U-93-U/U

mortgagee of Owner, as a loss payee, and should provide that said policy shall not be terminated, reduced, canceled, endorsed or amended to any extent unless the issuer thereof shall have first given the Association (if formed) at least 15 days' prior written notice. In case Owner fails to furnish such policy, the Association (if formed, and then at the Association's option) may procure such insurance at Owner's expense (which shall be deemed a special assessment on Owner's Unit and secured by the Lien created in Section 4.1 of this Declaration), but the Association shall have no liability to Owner, Owner's mortgagee or any other party if Association does not decide to purchase any such insurance, or if such insurance is insufficient, or if such insurance lapses or is not continued, or from any other claim whatsoever with respect thereto. The proceeds of any insurance policy (whether acquired by Owner or Association or any other party) shall be used for the purpose of rebuilding and repairing any casualty or other damage to the Unit. Unless agreed otherwise by the Association, the repairs and rebuilding shall be to the original design and materials so that the Unit is in harmony with the other undamaged Units in the Project. In the event the insurance proceeds received from such insurance are insufficient to fully reconstruct any Unit damaged by a casualty, the Owner of such Unit shall pay the balance. In lieu of the individual policies to be acquired by each Owner as provided in this Section, the Association may agree (if approved by the Association and a majority vote of the Owners) to provide a blanket commercial property insurance policy covering all the Units, in which case the prepaid premium for such policy shall be added to the annual assessment in favor of the Association as provided in this Declaration.

8.2 *Damage and Destruction of Improvements.* Any Unit which is damaged or partially destroyed by fire, storm or any other means shall be repaired by Owner within a reasonable period of time not to exceed sixty (60) days from the occurrence of such damage and the Unit restored to a clean, orderly and attractive condition. Any Unit which is damaged or destroyed to the extent that repairs are not practicable, shall be demolished and said Unit shall be rebuilt by Owner within a reasonable period of time not to exceed 180 days from the occurrence of such damage.

8.3 *Party Walls and Other Shared Improvements.* To the extent not inconsistent with the provisions in this Declaration, the general rules of law regarding Party Walls and liability for property damage due to negligence, or willful acts, or omissions shall apply thereto. The cost of maintenance of a Party Wall or any Shared Improvement shall be shared equally by the Owners of a Party Wall or pro-rata with respect to each Shared Improvement. If a Party Wall or any Shared Improvement is destroyed or damaged by fire or other casualty, the Owners shall restore same and the cost of the restoration shall be borne equally between the Owners. However, the right of any Owner to call for a larger contribution from any other Owner under any rule of law regarding liability for negligent or willful acts or omissions shall not be prejudiced by this provision. No Owner shall alter or change a Party Wall in any manner (interior decoration excepted) and each Party Wall shall always remain in the same location as when originally erected by Declarant. Notwithstanding any other provision herein, an Owner who by such Owner's negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The rights of any Owner to contribution from any other Owner under this provision shall be appurtenant to the land and shall pass to such Owner's successors in title. Each Owner and the Association (if formed) shall have the right to enforce by any proceeding at law or in equity the provisions contained in this Section. Failure by any Owner or the Association (if formed) to enforce any provision, however, shall in no event be deemed a waiver of the right of any Other Owner to do so thereafter.

ER U/U-33-U/1U

ARTICLE IX  
EASEMENTS

9.1 *General.* Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Recorded Plat and/or in a supplemental Restriction filed or to be filed by Declarant and/or in this Declaration. No utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner or the Association (if formed) situated on the land covered by such Easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

9.2 *Easements for Association or Owners.* There is hereby granted a general right and easement to the Association, if formed pursuant to Section 3.1 of this Declaration, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, and/or to the other Owners of Units, to enter upon any Lot or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the Unit directly affected thereby.

9.3 *Location of Easements.* There is reserved, for Declarant, the Association (if formed) and/or in favor of the Owners of Units, and their respective successors and assigns, the following easements within the area of the Lots in the Project:

- i. Driveway Easement: A driveway and access easement for vehicles and persons on and across the shared driveways as depicted on the Recorded Plat and/or as constructed by Declarant.
- ii. Utility Easements: Utility easements in and under the Driveway Easement, and the area in any Lot which is within any building setback line and/or any easement or building setback shown on the Recorded Plat.
- iii. Scaffolding Easement: The right to construct scaffolding, and ladders, and the right to use the interior spaces in the Units to access all portions of the exterior, including the roof, of each Unit in the Project.
- iv. Drainage Easements: Drainage easements across the surface and underground drainage line easements from each Unit to the city streets and any city drainage ditches or storm sewers adjacent to the Declarant Property. Such drainage easements are not restricted in location to the Utility Easements, but may not be located under the structure of any Unit.
- v. Fence and Yard Easements: Declarant shall have the right to locate fences for the Units at such locations as Declarant shall choose in its sole discretion. Declarant is not restricted to locating such fences on the true boundary lines of the Lots as established by the Recorded Plat. Such fence locations as established by Declarant shall be kept and maintained by the Owners and the Association unless, after the Conversion Date, the Association and all Owners directly affected by the specific location of a fence built by Declarant which is not on the true boundary line shall otherwise agree in writing. To the extent that any such fence is not on the true

ER U/U-93-U/11

boundary line as established by the Recorded Plat, the area within any adjacent Lot which is actually encompassed by such fence and/or defined by the exterior surface of the wall of an adjacent Unit (the "**Yard Easement**") shall be subject to a perpetual easement for the use and benefit of the Owner of the Unit which has direct access to such Yard Easement from the Unit (the "**Yard Easement Beneficiary**"; Declarant, and after the Conversion Date the Association, reserves the right to designate such Yard Easement Beneficiary in the event of any dispute). Said Yard Easement shall run with and shall be appurtenant to the title of the Yard Easement Beneficiary in and to such party's Unit, and such party's successors and assigns. Neither the fee simple Owner of the Lot upon which the Yard Easement is located, nor the Yard Easement Beneficiary, shall build any permanent improvements within the Yard Easement, but the Yard Easement Beneficiary must maintain such Yard Easement. Each Yard Easement Beneficiary shall landscape such Yard Easement Beneficiary's Yard Easement consistent with said Yard Easement Beneficiary's landscaping. Any claim or use by the Yard Easement Beneficiary of the Yard Easement shall not be a claim to fee simple ownership of the Yard Easement and shall not be deemed to be adverse possession of same. In the event a Yard Easement is defined by the exterior surface of the wall of an adjacent Unit, the Yard Easement Beneficiary shall not attach anything to said wall, shall not interfere with the drainage of said wall, and the owner of said adjacent Unit have the right to access the Yard Easement for the purposes of the maintenance of the adjacent owner's Unit, including but not limited to said Unit's exterior wall and roof.

Such easements will include the right of ingress and egress for the purposes, without liability to the Owner for damages arising from the use of the easement, of constructing, repairing, and/or reconstructing any exterior repairs and/or repairs to any of the Common Elements. The easement area in "i", "ii" and "iv" above shall remain unobstructed of any structures or plantings that would prohibit access for the intended purposes (provided however the Association or the Owners, shall have the right to construct and maintain fences and gates as it/they deem(s) appropriate). Each Owner shall have the right to use the Driveway Easement for vehicular and/or pedestrian ingress and egress to such Owner's Unit (subject to the Rules and Regulations), and the Association, or Owners as the case may be, shall have the right to access any utility lines which are located in the Utility Easements for the purpose of maintenance and repair of such utility lines.

**9.4 Underground Utility Distribution Systems.** The utilities serving each of the Units in the Project, including electrical, water, sanitary sewer, gas, cable and drainage, shall be located underground and generally within the Utility Easements. Such underground utility lines may be crossed by driveways and walkways, but no Owner shall be allowed to construct any improvements in the Common Elements adjacent to such Owner's Unit on such Owner's Lot. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to improvements of the Owner and located on the land covered by said easements.

**9.5 Property Line Variations.** Each Lot and its Owner is hereby declared to have an easement and the same is hereby granted to Declarant, over all adjoining Lots and the Common Area, for the purpose of accommodating any encroachment due to engineering error, original construction, settlement or shifting of the Unit or Party Wall, or by reason of any other cause. There shall be easements for the maintenance of such encroachment, settling or shifting. In the event a structure or Party Wall on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each adjacent Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of those encroachments so long

ER U/U-93-07 17

as they shall exist. Each of such easements shall be deemed to be established upon the recording of this Declaration and shall be appurtenant to each Lot and shall pass with the conveyance of title of each Lot.

## ARTICLE X ENFORCEMENT

10.1 *Enforcement.* The Association, if formed, and any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 *Rights Upon Violation.* In the event of the violation of any covenant in this Declaration by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days from the date written notice thereof was sent to such Owner or occupant by Certified Mail Return Receipt Requested, or in the event the Owner or occupant has not proceeded with due diligence to correct such violation after such notice, the Association (if formed), through its agents or employees, or any other Owner or Owners, shall have the right (but not the obligation) to enter upon such Lot and to secure compliance with this Declaration. The Association or such other Owner(s) may render a statement of charge to the Owner or occupant of such Lot for the reasonable and necessary cost of such work. The Owner or occupant of such Unit agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein, and/or shall be secured by a lien on the Lot in the same manner as such annual charge. The Association, or its agents and employees, or such other Owners, as the case may be, shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

## ARTICLE XI GENERAL PROVISIONS

11.1 *Term.* These covenants shall run with the land and shall be binding upon all parties and all persons claiming under until December 31, 2055, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots has been recorded, agreeing to terminate the covenants herein, in whole or in part.

11.2 *Amendment.*

- A. By Declarant. This Declaration may be amended unilaterally at any time and from time to time by the Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; or (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration.

EK U/U-93-U/13

- B. By Owners. This Declaration may be amended at any time by an instrument executed by vote of two-thirds (2/3rds) of the votes of Owners or Members, including Declarant, in the manner specified in Section 3.4 of this Declaration. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with the signatures of the requisite number of applicable votes.

11.3 *Severability.* Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

11.4 *Gender and Grammar.* The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

11.5 *Titles.* The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

11.6 *Rules and Regulations.* Declarant has enacted certain initial rules and regulations for the Project which are attached hereto as Exhibit "A", which shall be a part of this Declaration, however such Rules and Regulations may be modified from time to time by Declarant prior to the Conversion Date, and by the Association or the Owners (by a majority of Units through the Owners) after the Conversion Date. These Rules apply to the Units and Common Elements of the Project. By owning or occupying a Unit in the Project, each Owner, resident and occupant of a Unit agrees to abide by these Rules, as well as the obligations of Owners provided in this Declaration and in the Bylaws of the Association.

11.7 *Annexation.* Declarant reserves the right to annex additional property into the Declarant Property at any time, for the purpose of adding additional residential Units to the Project, by filing a notice thereof in the Official Public Records of Real Property of Harris County, Texas to that effect, and Declarant reserves the right at that time to amend this Declaration to include such additional property and Units and to make such changes to this Declaration as Declarant deems appropriate for such purpose.

EX U/U-93-U/14

IN WITNESS WHEREOF, this Declaration is executed effective as of the 26 day of June, 2015.

BLOSSOM DETERING TOWNHOMES, LLC

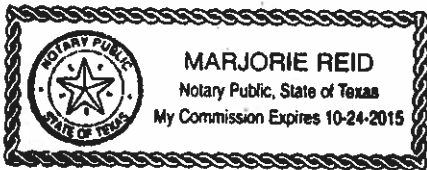
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By: [Signature]  
Jonathan Farb, President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26 day of June, 2015, by Jonathan Farb, the President of BLOSSOM DETERING TOWNHOMES, LLC, a Texas limited liability company, on behalf of said entity.



[Signature]  
Notary Public and for  
the State of Texas

After Recording Return To:

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## RULES AND REGULATIONS OF BLOSSOM DETERING TOWNHOMES

These Rules and Regulations (the "**Rules**") have been adopted by **BLOSSOM DETERING TOWNHOMES, LLC, LLC**, a Texas limited liability company (the "**Developer**") in that certain Declaration of Covenants, Conditions and Restrictions for **BLOSSOM DETERING TOWNHOMES** (the "**Declaration**"), to be attached to said Declaration and to be recorded in the Official Public Records of Real Property of Harris County, Texas.

These Rules apply to the Units and Common Elements of the Project. By owning or occupying a Unit in the Project, each Owner, resident and occupant of a Unit agrees to abide by these Rules, as well as the obligations of Owners provided in the Declaration and Bylaws of the Association.

For the convenience of Owners, residents and occupants of the Units, these Rules may restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between documents, the hierarchy of authority shall be as follows: Declaration (highest), Articles of Incorporation (if the Association is formed), Bylaws (if the Association is formed), these Rules (lowest). An Association is provided for in the Declaration in the event the Developer or the Owners determine to form one (see the Declaration for details), otherwise all references in the Declaration and these Rules to an "Association" shall mean the Owners collectively.

### A. COMPLIANCE

- A- 1. *Compliance.* Each Owner and occupant shall comply with the provisions of these Rules, the Declaration, the Bylaws, and policies promulgated by the Board of Directors of the Association to supplement these Rules, as any of these may be revised from time to time (collectively, the "**Project Documents**"). Each Owner additionally shall be responsible for compliance with the Project Documents by the occupants of Owner's Unit, and Owner's families, invitees, tenants, agents, employees, or contractors. Use of "**Owner**" or "**Resident**" in these Rules shall be deemed to include and apply to the Owner of a Unit and to all persons for whom the owner is responsible. An Owner should contact the Association if he or she has a question about these Rules.
- A- 2. *Additional Rules.* Each Resident shall comply with all rules and signs posted from time to time by the Association, including those regulating the use of the Easements and Common Elements. Such additional rules are incorporated in these Rules by reference. Each Resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Common Elements. Such temporary rules are incorporated in these Rules by reference.
- A-3. *Waiver.* Certain circumstances may warrant waiver or variance of these Rules, an Owner must make written application to the Association for such waiver or variance. If the Association deems the waiver or variance warranted, the Association may condition its

EK U/U-93-U/10



approval, which must be in writing to be effective. Any consent or approval given under these Rules by the Association shall be revocable at any time.

## **B. OBLIGATIONS OF OWNERS AND RESIDENTS**

- B- 1. *Safety.* Each Resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person on the Project to whom the Resident has a duty of care, control, or custody.
- B-2. *Damage.* Each Owner is responsible for any loss or damage to Owner's Unit, other Units, the personal property of other Residents or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Owner or by any person for whom the Owner is responsible. Each Owner shall close all exterior windows and doors when necessary to avoid possible damage from storms or the elements. All damage to the Project caused by construction or repair activities within an Owner's Unit, or by the moving of any article therefrom or by the carrying of any article thereto, shall be paid for by the Owner responsible for such construction or repair activities or the presence of such article.
- B-3. *Residents Must Insure.* Each Resident is solely responsible for insuring his or her Unit, together with any personal property in the Unit, including Owner's furnishings, automobile, and personal property. Personal property placed in or on the Project shall be solely at the risk of the owner of such personal property. Each Resident is also solely responsible for such Resident's liability to third parties for occurrences within the Resident's Unit. **Each Owner is required to acquire and maintain a homeowners (or other approved insurance) policy on Owner's Unit, which names the Association (if formed) and Owner's mortgagee as additional insureds. Owner shall provide a certificate of such insurance to Association, including any renewals. The insurance is more fully described in Section 8.1 of the Declaration.**
- B-4. *Risk Management.* No Resident shall permit anything to be done or kept in his or her Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be. in violation of any law.
- B-5. *Reimbursement for Enforcement.* An Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Project Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible.
- B-6. *Reimbursement for Damage.* An Owner shall promptly reimburse the Association for the cost of damage to the Project caused by the negligent or willful conduct of the Owner or the persons for whom the Owner is responsible.

## **C. OCCUPANCY STANDARDS**

- C- 1. *Numbers.* A Unit may be occupied by no more than two (2) persons per bedroom, unless higher occupancy is mandated by applicable law.
- C-2. *Danger.* The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.

- C-3. *Occupancy Defined.* Occupancy of a Unit for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 noncontinuous days in any 12 month period.
- C-4. *Leases or Rentals.* All tenants shall observe all of the terms and provisions of the Declaration and these Rules, and each lease shall contain a provision that the lease shall automatically be terminated upon tenant's violation of the Declaration and/or the Rules.

**D. GENERAL USE AND MAINTENANCE OF UNIT**

- D-1 *Residential Use.* Each Unit must be used solely for residential use, and may not be used for business, professional, commercial or manufacturing purposes. This restriction shall not prohibit a Resident from using his or her Unit for a limited business purpose, provided that: (i) such use is incidental to the Unit's primary Residential use; (ii) such use conforms to all applicable laws and ordinances, and (iii) there is no external evidence of such use. In no event shall such limited business use unreasonably interfere with the quiet enjoyment of the other Owners of their Units or involve the sale of goods or merchandise.

In addition, consultation with clients or customers at or in a Unit shall not be permitted. Notwithstanding the foregoing, the use of a Unit for the maintenance of a personal or professional library; for the keeping of personal, business or professional records of accounts; or for the handling of personal business or professional telephone calls or correspondence shall not be deemed to be a violation of these provisions.

- D-2. *Annoyance.* No Unit may be used in any way that: (i) may reasonably be considered annoying to occupants of neighboring Units; (ii) may be calculated to reduce the desirability of the Project as a residential community; (iii) may endanger the health or safety of other Residents; or (iv) may violate any law or any provision of the Project Documents.
- D-3. *Maintenance.* Each Owner, at his or her sole cost and expense, shall maintain the interior and exterior (unless some or all of the exterior maintenance is assumed by the Association, if formed) of his or her Unit and any Common Elements appurtenant thereto in a clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, telephone, water, gas, cable, television, plumbing, power or other utility systems throughout the Project and each Owner shall be responsible for his or her negligence or misuse of any of the Common Elements or his or her own facilities resulting in damage to the Common Elements or to the exterior of any of the Units.
- D-4. *Patio/Balcony/Terrace.* Each Resident shall keep his or her Unit and patio, balcony, or terrace in a good state of cleanliness, taking care that the cleaning of his or her patio, balcony, or terrace does not annoy or inconvenience other Residents. No plants shall be watered on a balcony or terrace such that water overflows onto any other Unit's patio, balcony, terrace, or the exterior surface of the Project. No animal shall be fed on or from any balcony or terrace. Each Owner shall be responsible and liable for any item which falls or is thrown from such Owner's patio, balcony, or terrace by any person for whom the Owner is responsible. A patio/balcony/terrace may not be enclosed or used for storage purposes. If the Association determines that a patio/balcony/terrace is unsightly, the Owner shall be given notice by the Association to correct the problem within 5 days, after which the Association may take corrective action at the Owner's expense.

EK U/U-93-U/18

EX U/U-3-07 13

- D-5. *Glass.* Each Owner, at his or her sole cost and expense, shall promptly repair and replace any broken or cracked glass in his or her Unit's windows and doors.
- D-6. *Air Conditioning Equipment.* Each Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his or her Unit, including the outside compressor.
- D-7. *Combustibles.* No Owner shall use or permit to be brought into or stored in the Project (including within a Unit) any flammable oils or fluids such as gasoline (other than inside the sealed gas tank of a vehicle in the Unit's garage), kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Association.
- D-8. *Barbecue Grills.* The Association reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills if, in the Association's discretion, such grills constitute a fire hazard. If the use of outside grills is permitted, (i) open fires must be supervised at all times; (ii) gas tanks must be properly used and maintained; (iii) no flames may be higher than the cooking surface; and (iv) a grill may not be used near combustible materials; provided, however, that any such usage must be in full compliance and accord with the City of Houston fire code. Barbeque or similar grills shall only be used on the Owner's patio, and specifically shall not be used on any balcony, terrace, or in the garage or in front of such Unit.
- D-9. *Report Malfunctions.* A Resident shall immediately report to the Association, or to adjacent Owners if no Association has been formed, his or her discovery of any leak, break, or malfunction in any portion of his or her Unit or the adjacent Common Elements for which the Association or other Owners have a maintenance responsibility. The failure to report promptly a problem may be deemed negligence by the Resident, who may be liable for any additional damage caused by the delay.
- D-10. *Moving.* Moving trucks shall not be allowed on the Easements, but shall be parked on the adjacent public streets and said movers shall use hand carts to transport boxes, furniture, etc. to and from each Unit.

**E. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS**

- E-1. *Intended Use.* Every area and facility in the Unit may be used only for its intended and obvious use. For example, walkways, sidewalks and driveways are to be used exclusively for purposes of access, not for social congregation or recreation except with the consent of the Association. The Common Elements shall not be used for storage of supplies, personal property, garbage or refuse of any kind (except common garbage receptacles which may from time to time be placed upon the Common Elements at the discretion of the Developer or the Association), nor shall the Common Elements or Balconies be used in any way for the drying, shaking or airing of clothing or other items. No Owner shall do any act or place any object in his or her Unit which would create a structural hazard or endanger the structure of the Unit or adjacent Units.
- E-2. *Grounds.* Unless the Association designates otherwise, Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements. The following are expressly prohibited: digging, planting, pruning, and climbing.

- E-3. *Abandoned Items.* No item or object of any type shall be stored, placed, or maintained anywhere on the Common Elements, except by the Association or with the prior written consent of the Association. Items of personal property found on Common Elements are deemed abandoned and may be disposed of by the Association.
- E-4. *Common Area Expense Fund.* In the event no Association is formed, Developer encourages all of the Owners to voluntarily contribute to a common expense fund for the maintenance and repair of the Common Area or any other expenses agreed on by the Owners contributing to such fund. Expenses to be paid from such fund could include, but are not limited to, landscaping and grounds maintenance, cleaning and maintenance of driveways, mailboxes, exterior painting and repair, roof repair, lighting for the Common Area, security items and services, garbage disposal, or as otherwise deemed appropriate by the Owners contributing to the fund. The fund must not be used for any purpose or for any item which is inconsistent with the Declaration or these Rules, unless all of the Owners contribute to the fund and agree to the fund's specific use. The Owners are encouraged to either select from among themselves an Owner who shall be responsible for the collection and disbursement of the fund, or to engage a management company, either of whom shall be responsible to account to the contributing Owners for all funds received and disbursed. No repairs or maintenance or any other expense should be commenced or incurred until all amounts to be collected for the payment thereof have been collected and deposited in the said common area expense fund.

**F. COMMUNITY ETIQUETTE**

- F- 1. *Courtesy.* Each Resident shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.
- F- 2. *Annoyance.* No unlawful, noxious or offensive activity shall be conducted or carried on in any Unit, or upon the Common Elements or anywhere else in the Unit, nor shall anything be done therein or thereon which may be or become an annoyance or a nuisance to other Owners or the neighborhood or cause unreasonable noise or disturbance to others, or which shall interfere in any manner with any Owner's quiet enjoyment of his or her Unit.
- F- 3. *Noise and Odors.* Each Resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units. The use or discharge of firearms, firecrackers or fireworks is expressly prohibited within or from the Unit or the Common Elements or Easements.
- F-4. *Reception Interference.* Each Resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, cable or electronic reception of any other Unit.
- F-5. *Compliance with Law.* Residents may not use the Unit for unlawful activities. Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of Houston, Texas. A Resident who violates this provision shall hold the Association and other Owners and Residents harmless from all fines, penalties, costs, and prosecutions for the Resident's violation or noncompliance.

EK U/U-93-U/2U

## G. ARCHITECTURAL CONTROL

- G-1. *Alterations, Additions and Improvements.* No alterations of any portion of the Common Elements or additions or improvements thereon or of any portion of the Unit visible from the exterior of the Unit shall be made by any Owner without the prior written approval of the Association, if formed, or a majority the other Owners if the Association is not formed. Further, any alterations within a Unit that includes electrical or plumbing modifications and/or wall changes must be submitted in writing for approval by the Association or other Owners as the case may be. No Owner shall make any structural modification to his or her Unit. At no time will construction of a permanent nature covering an exterior window or a portion of a window be allowed. Unit owners shall be responsible for any and all glass breakage.
- G-2. *Prohibited Acts.* No person may:
- a. Post or inscribe signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his Unit, including "For Sale" or "For Lease" signs (except for "For Sale" sign(s) as specified and limited in the Declaration).
  - b. Place or hang an object in, on, from, or above any window, balcony, terrace, or patio that, in the opinion of the Association, detracts from the appearance of the Unit, including any poster, banner or flag (other than such flag(s) as permitted by applicable law).
  - c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, bicycles, grilles or other similar items from windows, doors, balconies, patios, or fences.
  - d. Erect or install exterior horns, lights, speakers, aerials, antennas, or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof, without the prior written consent of the Association.
  - e. Place decorations on exterior walls, windows, or doors, or on the General Common Elements, other than as allowed by the Association.
- G-3. *Window Treatments.* An Owner may install window treatments inside his or her Unit, at his or her sole expense, provided:
- a. Any window treatment, including drapes, blinds, shades, or shutters, must be clear or white or off-white when viewed from outside the Unit;
  - b. Aluminum foil and reflective window treatments, and cardboard or other solid materials are expressly prohibited; and
  - c. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Association.
- G-4. *Association Approval.* To obtain the Association's written consent for a modification, an Owner must submit to the Board of Directors of the Association complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Association. The

Association's failure to respond to the Owner's written request within 45 days after it receives the Owner's request shall be construed as no objection to the proposed changes.

G-5. *Construction and Contractor Rules.* After the initial construction of residences by the Developer, outside contractors are at the Project at the invitation of the respective unit owner. After the initial construction of residences by the Developer, contractors are required to abide by the following rules and regulations so that Owners and other Residents are not unduly disturbed by work-related activities:

**HOURS.** Working hours are Monday - Friday, 8:30 am - 4:30 pm. Contractors may arrive on the property no earlier than 8:00 am to prepare for work and must have cleaned up and have departed the premises no later than 5:00 pm.

**DAMAGES.** Contractors are responsible and liable for any damage to the Common Elements and will be required to restore the damaged areas to their original condition to the satisfaction of the Association.

**NOXIOUS ODORS.** The use of paints, chemicals or solvents that cause noxious or unpleasant odors to enter or other units is prohibited.

**TRASH.** All trash and debris is to be completely removed from the property by the contractor. Dumpsters and trash containers present on the property are **NOT** to be used for construction trash.

**APPLIANCES.** Unit appliances are not to be used for any reason. Kitchen sinks, bathtubs, toilets, etc. are not to be used for washing painting equipment or disposal of any construction materials.

**INSURANCE.** All contractors performing work in the Project must obtain and have in full force and effect the following insurance:

<u>Insurance Provided by Contractor</u>		<u>Minimum Limits</u>
A.	Coverage of Liability	
1.	Worker's Compensation and Occupational Diseases Employer's Liability	Statutory Limits
2.	Contractors' Comprehensive General Liability Insurance (including Contractors' Protective Liability, Completed Operations Liability and Broad Form Contractual Liability)	\$500,000
a.	Comprehensive General Liability	
(1)	Bodily Injury each occurrence	\$500,000. \$500,000 aggregate
(2)	Broad Form Property Damage	\$100,000. each occurrence

EK U/U-93-U/ZZ

ER U/U-95-U/23

\$100,000. aggregate

(3) Personal Injury \$500,000. aggregate

b. Comprehensive Automobile Liability insurance to include nonowner, hired or rented vehicles as well as owned vehicles:

(1) Bodily Injury \$250,000 each person \$500,000. each occurrence

(2) Property Damage \$100,000 each occurrence

- B. Before commencing work, Contractor shall furnish Owner and the Association with certificates evidencing insurance as required above.
- C. If Owner is not named as an additional insured, Contractor shall obtain and deliver to Owner a waiver of subrogation by the carrier of the insurance referred to above for any claims whatsoever that it may have in connection therewith against Owner.
- d. Each policy of insurance required to be purchased and maintained by Contractor and each certificate of insurance required to be furnished by said contractor shall provide that the insurance provided or evidenced thereby shall not be changed or canceled except upon 30 days' written notice to Owner.

Should an owner contemplate major repair or additions requiring approval from the Association, a contractor must furnish insurance as evidenced above. A copy of this Certificate of Insurance must be delivered to the Association prior to commencement of work. If no Association has been formed, such Insurance shall name all the other Owners of Units.

For minor repairs or additions, such as carpet laying, fixture hanging, light painting, floor polishing, etc., it is understood that small contractors may not carry extensive insurance coverage. In this instance, the Unit owner may furnish the Board or other Owners with evidence of personal liability coverage of at least \$1,000,000 of General Liability. This insurance policy is readily obtainable, very inexpensive, and permits the insured to hire small contractors. It is understood that the Resident assumes all responsibility for such employees, including any damages to the Common Elements caused by workers in the Resident's employ.

**H. VEHICLE RESTRICTIONS**

H-1. *Permitted Vehicles.* For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. All vehicles must be parked in a Unit's closed garage, and no vehicles may be parked in the Common Elements. Boats, trailers, campers, motor homes, recreational vehicles, commercial vehicles, trucks (other than standard-size pick-up trucks which may be parked in a garage with the door closed), and the like shall not be parked within the

Project, including within a Unit's garage. No noisy or smoky vehicles may be operated on the Project. No motorcycles without mufflers shall be permitted in the Project.

- H-2. *Repairs.* Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle out of the Project to a repair facility.
- H-3. *Garage Use.* No garage shall be converted for living, recreational or business purposes, nor shall anything be stored in any garage other than a permitted vehicle. Garage doors must be kept shut at all times except when being used for the ingress or egress of the permitted vehicle. All garage doors must be equipped with working automatic garage door openers with remote controls in each permitted vehicle.
- H-4. *Guest Vehicle Parking.* Parking for guests of any Owner or Resident shall not be within the Project. Each Owner shall require his or her guests to park on the city streets. In the event that any "guest parking" places are provided within the Project, and clearly marked as such, then no Resident shall be allowed to park in such spaces, and they shall be available to bona-fide guests (but not to construction workers) on a first-come, first-served basis.
- H-5. *No Obstruction.* No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Project or any Unit. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Project.
- H-6. *Nuisances.* Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions in the Common Elements. No Resident shall cause or permit the blowing of a horn of any vehicle in which such Resident or his or her guest or family shall be occupants while in the Common Elements or Easements. No vehicle may be kept on the Project if the Association deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.
- H-7. *Violations.* Any vehicle in violation of these Rules may be stickered, wheel-locked, and/or towed or otherwise removed from the Project by the Association, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

## **I. TRASH DISPOSAL**

- I- 1. *General Duty.* Residents shall not litter Common Elements, shall endeavor to keep the Project clean, and shall dispose of all refuse in receptacles. No garbage, trash, rubbish, waste, or waste bins or receptacles therefor shall be permitted to remain on any portion of the Common Elements, except on those days specifically scheduled for collection thereof and in areas specifically designated therefor. All garbage, trash, rubbish, and other waste shall be kept only in sanitary containers.

Initially, each Resident shall put all trash into a container which is approved by the City of Houston. Each Resident shall place such container in the street in front of the Units for pickup each Monday (such container not to be put out earlier than 6:00 a.m. nor later than 8:00 p.m. of the day for pickup), or such other day or days as specified by the City of Houston, and to pick up and return such container to such Resident's garage or Unit by 9:00 p.m. of the same day.

EX U/U-93-U/24



- I-2. *Hazards.* Resident may not store trash inside or outside his or her Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, a Resident shall ensure that the debris is thoroughly cold.
- I-3. *Excess Trash.* Residents shall arrange privately for removal of discarded furnishings or any unusually large volume of debris. Owner and Owner's contractors, subcontractors, agents, employees and other parties involved in any construction to or on such Owner's Unit shall confirm that any and all refuse, waste, trash, garbage, rubbish, remains, scraps, and other materials and supplies which are brought onto the Unit by such parties, or any of them, is removed, at such Owner's expense, at such times, manners and locations as may be required by the Association.

**J. PETS**

- J-1. *Subject to Rules.* A Resident may not keep or permit on the Unit a pet or animal of any kind, at any time, except as permitted by these Rules and the Project Documents.
- J-2. *Permitted Pets.* A Resident may keep up to two (2) small domestic animals such as birds, fish, dogs and cats within a Unit. Household dogs may not exceed forty (40) pounds each without the written approval of the Association. All animals kept within the Unit shall be registered with the Association in such manner as it shall require, may not be kept or bred for any commercial purpose and shall have the care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary condition. Permitted house pets also include specially trained animals that serve as physical aids to handicapped Residents, regardless of the animal's size or type.
- J-3. *Prohibited Animals.* No Resident may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, vicious dog, or any other animal deemed by the Association to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for a commercial purpose.
- J-4. *Indoors/Outdoors.* A permitted pet must be maintained inside the Unit or on the ground floor patio. No pet shall be allowed, kept or fed on or from a balcony, or terrace. No pet is allowed on Common Elements unless carried or leashed. No pet may be leashed to any stationary object on the Common Elements.
- J-5. *Disturbance.* Pets shall be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his or her Unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- J-6. *Damage.* Each Resident is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. Each Resident shall compensate any person injured by his or her pet. Any Resident who keeps a pet on the Project shall be deemed to have indemnified and agreed to hold harmless the Officers and Board of Directors of the Association, the Association, and other Owners and Residents, from any loss, claim, or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet on the Project.

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- J-7. *Pooper Scooper.* No Resident may permit his or her pet to relieve itself on the Project. Each Resident is responsible for the removal of his or her pet's wastes from the Common Elements. The Association may levy a fine against a Unit and its Owner each time wastes are discovered on the Common Elements and attributed to an animal in the custody of that Unit's Resident.
- J-8. *Removal.* If after (i) three (3) violations of this provision, (ii) ten (10) days' prior written notice to the Owner of such animal, if such Owner can be located, and (iii) an opportunity for such Owner to have a hearing before the Board, such animal is found to be in violation of this Section, the Owner of such animal shall remove the animal from the Project, failing which such animal may be taken from such Owner and given to the Society for the Prevention of Cruelty to Animals of Harris County, Texas. If such Owner cannot be located, such animal may be given to the Society for the Prevention of Cruelty to Animals of Harris County, Texas.

**K. MISCELLANEOUS**

- K- 1. *Security.* The Association may, but shall not be obligated to, maintain or support certain activities within or around the Unit designed to make the Unit less attractive to intruders than it otherwise might be. The Association, its directors, committees, members, agents, and employees, shall not in any way be considered an insurer or guarantor of security within the Unit, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee on the Unit assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, and to any other of his or her property on the Unit. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Unit or the Declarant Property.
- K- 2. *Right to Hearing.* An Owner may request in writing a hearing by the Association regarding an alleged breach of these Rules by the Owner or a Resident of the Owner's Unit. The Association will schedule a hearing within 30 days of receiving the Owner's written request. At the hearing, the Association will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- K-3. *Mailing Address.* An Owner who receives mail at any address other than the address of his or her Unit shall be responsible for maintaining with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Association shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit shall be deemed effective for purposes of delivery.
- K-4. *Complaints.* Complaints regarding the Project and grounds or regarding action of other Owners shall be made in writing to the Board.
- K-5. *Delivery of Information to Owner and Others.* Any request to the Association for subdivision information pursuant to Section 207.003 of the Texas Property Code, as the same may be

EK U/U-93-U/20

amended, must be mailed to the President of the Association by Certified Mail, Return Receipt Requested (such information being requested under said statute may include a copy of the restrictions, bylaws, rules and regulations, and a resale certificate including the information set forth in said statute). The Association's fee for said information shall be \$50.00, and the fee for said certificate shall be \$75.00, payable in advance to the Association, provided that the Board of Directors of the Association may change such amounts from time to time to such reasonable amounts as the Board of Directors determines.

- K-6. *Revision.* These Rules are subject to being revised, replaced, or supplemented. These Rules shall remain effective until 10 days after the Association mails notice of an amendment or revocation of these Rules to an Owner of each Unit.
- K-7. *Other Rights.* These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Declaration, Bylaws, Articles of Incorporation, and the laws and ordinances of the United States of America, State of Texas, County of Harris and City of Houston.

ER U/U-93-U/21

EK U/U-93-U/28

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BLOSSOM DETERING TOWNHOMES**

**TABLE OF CONTENTS**

ARTICLE I  
DEFINITIONS..... -1-  
 1.1 *Definitions*..... -1-

ARTICLE II  
MAINTENANCE COMMITTEE..... -3-  
 2.1 *Creation*..... -3-  
 2.2 *Number and Appointment of Committee Members*..... -3-  
 2.3 *Powers of the Committee*..... -3-  
 2.4 *Limitation of Liability*..... -4-

ARTICLE III  
PROPERTY OWNERS ASSOCIATION..... -5-  
 3.1 *Conditional Organization and Application*..... -5-  
 3.2 *Board of Directors*..... -5-  
 3.3 *Membership*..... -5-  
 3.4 *Voting Rights*..... -5-  
 3.5 *Conversion Date*..... -5-  
 3.6 *Termination of Membership*..... -6-

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS..... -6-  
 4.1 *Creation of Lien and Personal Obligations for Assessments*..... -6-  
 4.2 *Purpose of Annual Assessments*..... -6-  
 4.3 *Maximum Level of Annual Assessments*..... -7-  
 4.4 *Special Assessments for Capital Improvements*..... -8-  
 4.5 *Notice and Quorum*..... -8-  
 4.6 *Rates of Assessment*..... -8-  
 4.7 *Date of Commencement and Determination of Annual Assessment*..... -8-  
 4.8 *Effect of Nonpayment of Assessments; Remedies*..... -8-  
 4.9 *Subordination of the Lien to Mortgages*..... -9-

ARTICLE V  
RIGHTS IN THE COMMON ELEMENTS..... -10-  
 5.1 *Owner's Right of Enjoyment*..... -10-

ARTICLE VI  
USE RESTRICTIONS..... -10-  
 6.1 *Residential Use*..... -10-  
 6.2 *Pets*..... -10-  
 6.3 *Nuisances*..... -10-  
 6.4 *Storage and Repair of Vehicles/Garage Doors*..... -10-  
 6.5 *Permitted Hours for Construction Activity*..... -11-  
 6.6 *Disposal of Trash*..... -11-  
 6.7 *Disposal of Hazardous Substances*..... -11-  
 6.8 *Building Materials*..... -11-  
 6.9 *Leasing Units*..... -11-  
 6.10 *Owner's Maintenance*..... -11-

EX U-U-95-U/29

EX U/U-93-U/3U

ARTICLE VII

ARCHITECTURAL RESTRICTIONS..... -12-

7.1 *Type of Unit*..... -12-

7.2 *Location of Unit on Lot*..... -12-

7.3 *Temporary Buildings*..... -12-

7.4 *Grass and Shrubbery*..... -12-

7.5 *Signs*..... -13-

7.6 *Exterior Antennae*..... -13-

7.7 *Outdoor Lighting*..... -13-

7.8 *Air Conditioners*..... -13-

7.9 *Private Utility Lines*..... -13-

ARTICLE VIII

INSURANCE AND DESTRUCTION..... -13-

8.1 *Property Insurance Must Be Provided by Unit Owner*..... -13-

8.2 *Damage and Destruction of Improvements*..... -14-

8.3 *Party Walls and Other Shared Improvements*..... -14-

ARTICLE IX

EASEMENTS..... -15-

9.1 *General*..... -15-

9.2 *Easements for Association*..... -15-

9.3 *Location of Easements*..... -15-

9.4 *Underground Utility Distribution Systems*..... -16-

9.5 *Property Line Variations*..... -16-

ARTICLE X

ENFORCEMENT..... -17-

10.1 *Enforcement*..... -17-

10.2 *Rights Upon Violation*..... -17-

ARTICLE XI

GENERAL PROVISIONS..... -17-

11.1 *Term*..... -17-

11.2 *Amendment*..... -17-

11.3 *Severability*..... -18-

11.4 *Gender and Grammar*..... -18-

11.5 *Titles*..... -18-

11.6 *Rules and Regulations*..... -18-

11.7 *Annexation*..... -18-

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STAN STANART  
COUNTY CLERK  
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RECORDERS MEMORANDUM

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

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

ER U/U-93-U/31