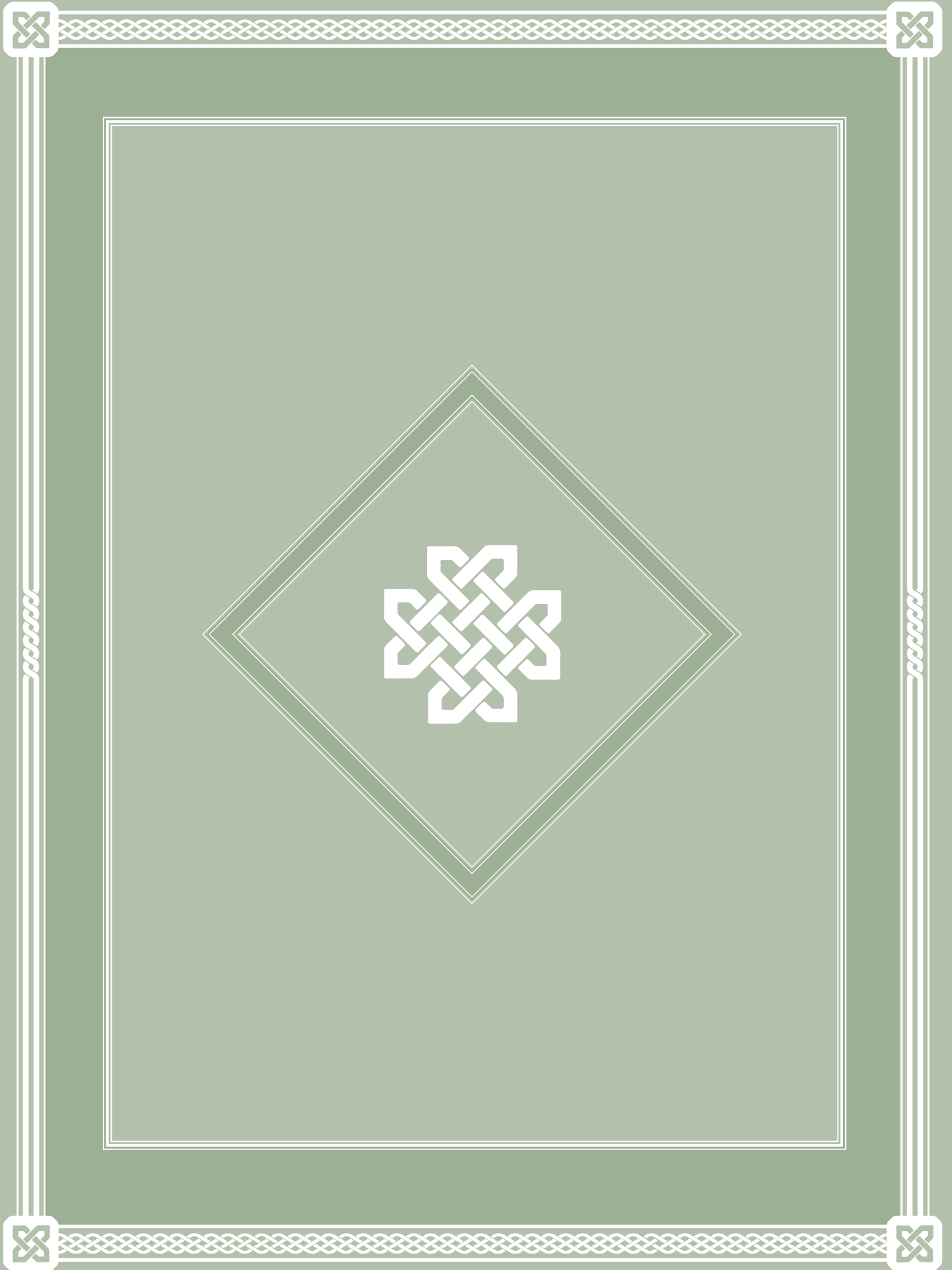




**FOREST
WEST**



FOREST WEST DEED RESTRICTIONS





FOREST WEST

AMENDED AND RESTATED DEED RESTRICTIONS

The Neighborhood Community of Forest West
Sections One and Two

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GENERAL PURPOSES OF THIS DECLARATION

The purpose of the restrictive conditions, covenants, reservations, easements, charges, and liens set forth in these Deed Restrictions is to establish directives that will protect the Owners while maintaining the integrity and overall aesthetics of the Forest West Subdivision (“Subdivision”). In order to ensure the long-term preservation of the Subdivision overall, and further enhance the Subdivision as a desirable place in which to live, any and all development and activities is subject to the restrictive conditions, covenants, reservations, easements, charges, and liens set forth in these Deed Restrictions and Forest West Governing Documents.

DEED RESTRICTIONS FOR FOREST WEST SECTIONS ONE AND TWO

A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF HARRIS §

The Amended and Restated Deed Restrictions for Forest West, Sections One and Two are effective as of the date of recording in the Official Public Records of Real Property of Harris County, Texas.

WHEREAS, the property described in Article I, Section 1 of the Deed Restrictions was heretofore subjected to certain covenants, conditions, restrictions and easements as set forth in the “Initial Declaration” as hereafter defined; and

WHEREAS, the undersigned Owners, being not less than a majority of the Owners of the total number of Lots within the Subdivision, desire to restate, modify and amend the Initial Declaration pursuant to the conditions and requirements recited in the Initial Declaration; and

WHEREAS, the restatement, modification, and amendment of the Initial Declaration is set forth in these Restated and Amended Deed Restrictions for Forest West Sections One and Two (hereinafter referred to as “Deed Restrictions”).

NOW, THEREFORE, it is hereby declared that all of the properties within the subdivision shall be held, sold, and conveyed subject to the following restrictive covenants, conditions, restrictions, easements, charges, and liens (hereinafter collectively referred to as “covenants and restrictions”). These covenants and restrictions shall run with said real property and be binding upon all parties having or hereafter acquiring any right, title, or other interest in said real property or any part thereof, their heirs, predecessors, successors, and assigns, and shall inure to the benefit of each Owner thereof.

DEFINITIONS

ACC – The Architectural Control Committee. *Please refer to ‘Appendix A.’*

Community Service Fee – The fee collected from residents in the neighborhood and which is used solely for services for the neighborhood according to Texas Property Code Chapter 204. *See ‘Amendment 1’ for details.*

Duplex – As used in the Deed Restrictions, “Duplex” means a single residential building, which contains two separate single family residential units.

FWCIA – The Forest West Community Improvement Association.

Garage – A building designed to store a motor vehicle or vehicles.

Initial Declaration – As used in the Deed Restrictions, Initial Declaration is defined as that certain instrument entitled “Restrictive Covenants of Forest West Section One” currently on file under the Harris County Clerk’s File No. B923831, Official Public Records of Real Property of Harris County Texas, and recorded in Volume 5592, Page 498 et seq., as subsequently amended under Harris County Clerk’s File No. C128019 and extended under Harris County Clerk’s File No. X773632, Official Public Records of Real Property of Harris County Texas, and that certain instrument entitled “Restrictive Covenants of Forest West, Section Two” currently on file under the Harris County Clerk’s File No. C180858, Official Public Records of Real Property of Harris County, Texas, and recorded in Volume 6108, Page 622, et seq., Deed Records of Harris County, Texas.

Lot Line Fencing – Any and all fences and freestanding walls, wherever located on any Lot to include gateposts, hedges, or planters (“hedge” meaning a row of bushes, shrubs, and similar plants which exceed or are expected to exceed three (3) feet in height and have sufficiently dense foliage as to present a physical barrier similar to a fence).

Maintenance Fee – A per Lot flat fee collected from all residents in the neighborhood which is used solely for the neighborhood and improvement of common areas and amenities. *See ‘Amendment 1’ for more details.*

Porte Cocheres – A roofed structure covering a driveway to provide shelter when entering or leaving a vehicle.

Single Family – As used in this Declaration the term “single family” means either: (i) husband and wife, their dependent children and their dependent parents, grandparents, grandchildren, brothers and sisters who are maintaining a common household and who are members of a single family related by blood, marriage or adoption; or (ii) one or more natural persons not so related but who are maintaining a common household in a single family residence on a nonprofit, noncommercial basis with a common kitchen and dining area; and (iii) the bona fide domestic servants of either. “Dependent Children” means the sons and daughters, by blood or adoption, of the husband and/or wife who do not maintain a separate residence, but does not include the children or any other relatives of the sons or daughters living at home. “Dependent parents, grandparents, grandchildren, brothers and sisters” means such relatives who do not maintain a separate residence and are not able to maintain a separate residence due to a physical or mental impairment that substantially limits their ability to maintain a separate residence; and, in addition in the case of grandchildren, where their parents are similarly impaired or are deceased.

Xeriscaping – (often incorrectly spelled zero-scaping or xeroscaping) is landscaping and gardening that reduces or eliminates the need for supplemental water from irrigation. Xeriscaping may be an alternative to various types of traditional gardening.

ARTICLE I – Property Subject to this Declaration

1. Property Subject to this Declaration

Subject to the limitations set forth herein, the real property which will be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered by and subject to the Deed Restrictions is that certain real property located in Harris County, Texas, more particularly described as follows: FOREST WEST, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 107, Page 26, Map Records of Harris County, Texas (hereinafter referred to as “Forest West”); and FOREST WEST, SECTIONS ONE AND TWO, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 130, Page 11, Map Records of Harris County, Texas, (hereinafter referred to as “Forest West, Sections One and Two.”).

2. Limitations Regarding Application of this Declaration

- A. The RESIDENTIAL AREA COVENANTS, excepting those provisions specifically applicable to and referring to two-family residential units, are applicable to all Lots and structures except Reserves A, B, C, F, G, H, and I, and Tracts D and E.
- B. Lots 22 through Lot 37 in Block 1, Section 1, and Lots 99, 100, 105, 107, and 108 in Block 4, Section 1, on which attached two-family residences currently exist, are also subject to those provisions applicable to and referring to two-family residential units (*Article III, Paragraph 2 (D) in the Deed Restrictions*);
- C. The BUSINESS AREA COVENANTS shall apply to Reserves A, B, C, F, G, H and I, and Tracts D and E.

3. Repealer Clause

The Deed Restrictions replace the Initial Declaration in its entirety, effective immediately upon filing in the Official Public Records of Real Property of Harris County, Texas. To the extent that the Deed Restrictions may be determined to be invalid or inapplicable to the Subdivision or any Lot, part, right, title, or interest therein, the Initial Declaration shall apply, and to that extent the Initial Declaration is hereby ratified and confirmed and shall continue in full force and effect.

ARTICLE II – Residential Restrictions

1. Rules and Regulations

The Board is hereby specifically authorized to promulgate, amend, modify and delete such reasonable Rules and Regulations applicable to the operation, use, and occupancy of the Subdivision, including all Lots and Community Properties as from time to time the Board may deem beneficial to the Subdivision. Such authority includes, but is not limited to, (i) the type and size of vehicles permitted within the Subdivision, traffic and parking regulations, and maximum permissible noise levels of vehicles within the Subdivision, and (ii) procedures and reasonable restrictions

and limitations on the right to use Community Properties. Rules and Regulations are of equal dignity with and may be enforceable in the same manner as the provisions of the Deed Restrictions.

- A. Rules and Regulations may not be enacted retroactively.
- B. Rules and Regulations may not be incompatible with the provisions of this Deed Restrictions.
- C. Rules and Regulations will not become effective until thirty (30) days after mailed notice thereof is given to all Owners or such later date as is stated in the notice.

2. Owner Responsibilities

A. General Responsibilities

It is the continuing responsibility of each Owner to prevent the development or existence of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot. All Owners have a duty to prevent the presence of such a condition by regulating (i) the nature of objects, things, and materials which are allowed to remain on any Lot, (ii) the nature of objects, things, and materials that are used on any Lot, (iii) the activities conducted on any Lot, and (iv) the overall condition and level of maintenance provided on each Lot. Each Owner is required to maintain all structures/improvements on their Lot in a manner consistent with good maintenance through timely repairs and upkeep to prevent unsightly residences. Consistent maintenance and upkeep will be required on all landscaping, whether artificial or natural. This includes, but is not limited to trees, hedges, bushes, grass, and non-vegetation landscaping. All landscaping shall be trimmed, pruned and maintained regularly as needed to present a neat appearance, with lawns not exceeding the height permitted by the City of Houston ordinances or applicable laws. Dead, diseased or damaged trees that may present a hazard to property or persons on a Lot or to an adjacent Lot must be promptly repaired or removed. All maintenance of a Lot and all improvements thereon is the sole responsibility of the Owner.

B. Nuisance or Annoyance

No substance, thing, or material may be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise or other conditions that will or might disturb the peace, safety, quiet, comfort, or serenity of the occupants of surrounding property. No Lot may be used for illegal purposes. All Owners and their tenants must abide by the established state and local laws regarding excessive noise.

C. Pollutants; Hazardous Materials

No Owner or tenant shall dump any materials whatsoever into any sewer system, water system, or drainage ditch within the Subdivision. Storage of any toxic or hazardous materials on any Lot within the Subdivision is strictly prohibited. An exception is granted for storage of hazardous chemicals and other materials when used in the operation of a household to the extent that the materials stored on the Lot are actually used for that purpose.

3. Residential Use

Except as stated otherwise in the Deed Restrictions, each and every Lot is hereby restricted to single family residential use. No residence may be occupied by more than one single family. Existing duplexes may be maintained on Lots 22 through Lot 37 in Block 1, Section 1, and Lots 99, 100, 105, 107 and 108 in Block 4, Section 1, of Forest West. Duplexes are prohibited on any other Lots in Forest West.

4. Business, Professional, Commercial, or Manufacturing Use

A single family residence may be used for the maintenance of a business office if, and only if, business activities conducted in that office (i) do not involve use of any part of the applicable Lot, or any structure located thereon, by any person other than the Owner or Owner's tenant and the general public is not invited, permitted or allowed to enter the Lot to conduct any business thereon, (ii) are not detectable by sight, sound, or smell from outside the residence and there is no nuisance caused by the business activities, (iii) do not in any way pose a threat to the general health or safety and do not constitute a nuisance to any other person, (iv) comply with all applicable City ordinances and any other laws governing that activity, (v) are consistent with the residential character of the Subdivision, and (vi) do not cause any annoyance or unreasonable inconvenience to Owners or occupants of area Lots or any Community Properties.

5. Group Homes, Day-Care Centers, and Treatment Facilities

To the fullest extent allowed by law, no Lot or any part of a single family residence thereon may be used for the operation of a facility defined by the City or State as a day-care center, group home, half-way house, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in any group living, rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities, alleged criminal activities, alcohol or drug dependency, physical or mental handicaps or illness or other similar matters.

6. Pets, Animals, and Livestock

No animals, livestock or poultry may be raised, bred, kept, or maintained on any Lot, except for those animals that are kept in accordance with the City of Houston ordinances.

7. Vehicles, Parking and Storage Containers

A. Prohibited Vehicles

No vehicle of any kind (operative or not) shall be permitted to be parked on any unpaved portion of any Lot. No boat, mobile home, trailer, tractor trailer, semi-truck, camper, storage pod, dumpster, 4 wheeler, bus, inoperable or unused vehicle may be parked, stored, or kept within the subdivision if it is visible and exposed to public view longer than nine (9) consecutive days with occurrences being limited to one per month per residence. Any variances must be approved by the ACC.

B. Repair of Vehicles

Any repair work done on a vehicle must be conducted entirely out of public view or must be completed within two (2) days. No inoperable vehicle may remain on a Lot for more than nine (9) days after such vehicle becomes inoperable, unless such vehicle is stored out of public view.

C. Towing

The Board may remove a vehicle which is parked, stored, or maintained in violation of the Deed Restrictions or other Governing Documents from the Subdivision at the sole cost and expense of the Person owning such vehicle (whether or not such Person is an Owner). The Board and any person working under the authority of the Board shall have no liability whatsoever for removal of any vehicle.

8. Water and Sewer

No septic tank, private water well or similar private sewage is permitted on any Lot (*refer to the City of Houston Ordinance and Guidelines*).

9. Disposal of Trash

No trash, rubbish, garbage, manure, debris, or offensive material of any kind may be kept or allowed to remain on any Lot, nor may any Lot be used or maintained as a dumping ground for such materials. No incinerator may be maintained or used to dispose of any materials within the Subdivision. All trash or similar matter must be stored, prior to disposal, behind the setback lines. Trash and trash receptacles should not be allowed to remain curbside for extended periods of time and should be removed within 24 hours of scheduled pickup.

10. Timesharing Prohibited

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

11. Mineral Production

No drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any Lot.

12. Community Properties for Use and Enjoyment

Every Owner of a Lot has a right of ingress and egress, use and enjoyment in and to the Community Properties, which are appurtenant to and pass with the title to a Lot, subject to the provisions of the Deed Restrictions. The Board has a continuing right upon notice and opportunity to be heard, to suspend the right of an Owner, and the Owner's tenant, to the use of all or any portion of the Community Properties for any breach, violation, or infraction of the Deed Restrictions, Governing Documents, or such other Rules and Regulations as may be promulgated, until such infractions are cured.

ARTICLE III – Architectural and Lot Restrictions

1. Type of Residence

A. Single Family Residence

No building other than one single family residence not to exceed two stories which is to be occupied as a residence by one single family, appurtenant garage and such outbuildings, may be constructed on a Lot (including each unit within a duplex as provided in *Article II, Section 3*).

B. Garages, Outbuildings and Garage Doors

All single family residences must have an enclosed attached or detached garage capable of accommodating a minimum of two (2) vehicles. Each garage must contain a minimum of three hundred fifty (350) square feet of interior floor space. The garage must be architecturally similar and compatible to the appurtenant residence, including roofline and appearance. No garage or outbuilding may exceed in height the dwelling to which it is appurtenant.

C. Garage Usage

No portion of any garage may be used as a permanent residence, living quarters, or for any similar use. Porte cocheres may be used in place of a garage. Construction of new carports/porte cocheres requires prior approval by the ACC and must correspond in style and architecture to the residence located upon the Owner's Lot.

2. New Construction and Modifications

New construction plans and proposed exterior building improvements that visibly alter the integrity or appearance of the existing structure(s), excluding general upkeep, cannot commence until plans for such construction have been submitted by the Owner in writing to, and approved in writing by, the ACC. Plans submitted to the ACC must include a detailed description and drawing of the foundation, floor plan, all elevations, all exterior building materials, and a survey showing location of all proposed structures and buildings (relative to building lines and easements), with dimensions and trees, including notation of any trees to be removed. Once an Owner has submitted all required documentation for construction, the ACC will either approve or deny the proposed construction/improvements within thirty (30) days of actual receipt of the plans and request for approval. No residence, building or structure may be moved from another location to any Lot without the prior written approval of the ACC. New construction and major improvements to existing structures must be completed within nine (9) months of commencement, including construction of the residence and garage. Pier and Beam foundations have a height limit of thirty six (36) inches above the ground.

If the ACC fails to respond to a request within thirty (30) days, as detailed above, approval of the proposed Regulated Modification will not be required. A request for additional information issued by the ACC to an Owner will be considered denial of a request for approval. The ACC's thirty (30) day response deadline will commence only upon receipt of a completed request for approval. THIS PROVISION SHALL NOT APPLY IF NO PLANS FOR A REGULATED MODIFICATION OR NO SPECIFIC REQUEST FOR APPROVAL HAS BEEN SUBMITTED TO THE ACC.

A. Tear Down and Rebuild of Structures to Include Casualty Losses

An Owner desiring to demolish an existing residence for purposes of rebuilding will have a maximum of one hundred twenty (120) days from start of demolition to remove the existing structure(s) and subsequent debris from the affected Lot. Completion of the restoration/rebuilding/repair must be completed within nine (9) months from the time construction begins.

Whether or not insured, if any residence located on a Lot is destroyed or rendered uninhabitable by fire, wind, rain or any other disaster, or is condemned by the City of Houston, the Owner of the Lot must either begin repair and restoration of the property or clean the Lot of debris within one hundred twenty (120) days of the date of the disaster or condemnation. If repair or replacement is not possible, or not desired, any building or other Regulated Modification that is damaged or destroyed must be either razed or removed in its entirety from the affected Lot within one hundred fifty (150) days from the date of the loss or condemnation. All building construction must follow the requirements outlined within this document and must adhere to the Lot line restrictions.

B. Tents, Mobile Homes, and Temporary Structures

No tent, shack, mobile home, or other structure of a temporary nature shall be placed upon any Lot or elsewhere in the Subdivision. The foregoing prohibition does not restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the ACC. In addition, special event party tents or similar temporary structures may be erected for a period of forty-eight (48) hours without ACC approval or a longer length of time if approved by the ACC.

C. Living Area Requirements

As more particularly described above, the habitable area of the main residential structure, measured to the outside of each wall, exclusive of open porches, garages, porte-cochere, and roof overhangs, must not be less than one thousand, three hundred (1,300) square feet for a one-story, single-family dwelling; nor less than one thousand, four hundred (1,400) square feet for a two-story, single-family dwelling. The ground floor of any two-story, single-family dwelling, when so measured, must contain at least nine hundred (900) square feet. The maximum square footage is determined by the setback and easement lines.

D. Duplex Buildings

Any duplex building that is constructed in accordance with the terms of the Deed Restrictions must have a total habitable area of not less than one thousand nine hundred (1,900) square feet, with not less than nine hundred (900) square feet of habitable area in each of the units located within the duplex. Either a single family residence or a duplex may exist upon Lots 22 through Lot 37, in Block 1, Section 1, and Lots 99, 100, 105, 107 and 108 in Block 4, Section 1, of the Subdivision.

Subject to the exception above, duplexes are prohibited in Forest West. If any duplex residential building is demolished or otherwise destroyed with the intent of rebuilding, only a single-family residential building can be constructed on the Lot. Alternate rebuild plans must be approved by the ACC.

E. Building Location

- 1. Front Lot Line** – No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the applicable survey or plat. In any event, no building shall be located on any Lot nearer than twenty five (25) feet to the front Lot line and ten (10) feet to any side street line.

- 2. Interior Lot Line** – No building shall be located nearer than five (5) feet to an interior Lot line, except that a three (3) foot side yard shall be permitted for a detached garage or other permitted detached accessory

building located thirty (30) feet or more from the minimum building setback line. No habitable portion of a dwelling shall be located on any interior Lot nearer than ten (10) feet to the rear Lot line.

3. **Corner Lot Setback** – Residences on corner Lots must face the street on which the Lot has a building setback line from the street of twenty five (25) feet.
4. **Corner Lot Side Street** – If, on a corner Lot, a garage faces the side street of that Lot, then the wall of any garage so situated must be at least twenty (20) feet from the side street property line.
5. **Porte-cocheres** – No porte-cochere shall be placed or maintained nearer to a street than the minimum building setback lines, nor nearer to any other Lot line than five (5) feet. No porte-cochere will be permitted on any Lot that does not have a usable garage for at least two (2) automobiles. Porte-cocheres will be considered garages and must comply with all requirements for garages.
6. **Home Extensions** – For the purposes of this covenant, eaves, steps, and open porches shall not be considered part of a building. However, this provision will not be construed to permit any portion of a building to encroach on another Lot.
7. **Lot Area and Width** – No residence shall be erected on any Lot having a width of less than sixty (60) feet at the minimum building set back line.
8. **Subdividing Prohibited** – No Lot as shown on the applicable Plat, and no Building Site as it exists on the date of the filing of this Declaration in the Official Public Records of Real Property of Harris County, Texas, may be subdivided or its boundaries changed except in conjunction with the combination of Lots.
9. **Lot Combinations** – An Owner of one or more adjoining Lots or portions thereof may, with the prior written approval of the ACC, consolidate the same or portions thereof into one Lot for the purpose of constructing a single family residence and appurtenant improvements on the resulting Lot.

F. Utility Easements

Easements, as shown on the recorded plat, and the right of entry to them for installation and maintenance of utilities and drainage facilities are reserved. Easements areas of each Lot shall be maintained by the Owner of the Lot, although, within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, or operation of utilities. The title to a Lot shall not include title to any utility facilities located within easements or streets.

G. Construction Standards

1. **Applicability** – Except as may be otherwise authorized in writing by the ACC, initial construction and all subsequent maintenance of a single-family residence and appurtenant structures must be in accordance with the provisions of this Section.
2. **Exterior Materials** – Use of exterior materials must comply with the following.
 - a. Walls and roofs of garages and porte-cocheres must be architecturally similar to the residence to which it is appurtenant.
 - b. The exterior wall area of the residence on any Lot shall be comprised of quality construction materials such as brick, masonry veneer, stucco, or concrete/composite siding. Other planned materials should be presented to the ACC for review and approval.

3. **Trees Required** – At least two trees with a minimum three (3) inch trunk size must be planted and/or maintained on each New Lot Construction. Xeriscaping may be substituted but must consist of at least fifty one (51%) percent foliage and have prior approval by the ACC. Any variance requires approval by the ACC.
4. **Driveways** – Each Lot must have a driveway running from the garage to the abutting street and must be constructed of concrete, brick or concrete pavers, or such other materials approved by the ACC. All driveways must be at least nine (9) feet wide at their narrowest point. No driveway shall be constructed in a manner that interferes with ingress, egress, or passage on any sidewalk, walkway, ditch or other drainage device. Expansion of a driveway requires the prior approval of the ACC.
5. **Walks, Sidewalks** – Walks from the street curb to the residence must be constructed of concrete or pavers, or such other materials approved by the ACC, and must have a minimum width of three (3) feet. Before the initial construction of the residence on a Lot is completed, the Owner must construct a concrete sidewalk parallel to the street curb with a minimum of two (2) feet from the street right-of-way lines. The sidewalk must be three (3) feet in width and must extend to the Lot boundary lines and into the street right-of-way or street curbs at corner Lots.
6. **Drainage Devices** – All drainage swales or other devices designed to maintain and control water drainage and/or erosion must remain unobstructed, and must be properly maintained by each Owner of each Lot to which the same pertains. Each Owner must not permit any construction, gardening, or other activity that would obstruct, impede, or impair the proper functioning of any such device per City of Houston ordinances. Rain barrels and rainwater harvesting and recovery systems shall conform to the provisions set forth within Section 202.007 of the Texas Property Code.
7. **Painting of Frame Construction** – Any wood framing that is visible from the outside of any residence must be painted or be redwood or cedar material. Neutral or earth-tone shades are pre-approved colors. Neon or saturated colors are prohibited. Other colors must be submitted to the ACC for prior approval.
8. **Roof Material** – Roofs of all residences must be constructed so that the exposed material is slate, tile, architectural style composition shingles or equivalent, or such other material, which is compatible in quality and appearance to the foregoing as may be approved by the ACC. Specific guidelines for roofs may be found within the Association’s Roofing Policy or Section 202.011 of the Texas Property Code.
9. **Prohibition of Pre-Fabricated Homes and Temporary Structures** – No mobile homes, modular homes, manufactured home, or similar pre-fabricated residential structures of any kind are permitted upon any Lot. The ACC or the Board may permit use of temporary structures for toilet facilities, construction offices, and storage areas to be used in connection with the construction of residences.
10. **Compliance with Laws** – All construction of any residence must be in compliance with applicable governmental laws, ordinances, and regulations, including applicable building codes or permits and/or licensing requirements.

H. Window and Door Glass Covers

Aluminum foil and similar reflective materials are in all events prohibited for use as a cover for any window or door.

I. Lot Line Fences, Walls and Hedges

1. **Fencing Restrictions** – All Lot Line Fencing must comply with the following items 2 through 4, unless a variance is granted by the ACC.
2. **Fence Placement** – No Lot Line Fencing shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure.

3. Fence Construction – All new Lot Line Fencing (other than hedges) must be constructed of wood, iron, brick, masonry, or a combination thereof, as approved by the ACC, and must not exceed a height of eight (8) feet. Alternate fence construction must be approved by the ACC.

4. Corner Lots – No Lot Line Fencing, and no other trees, shrubbery, plant, structures, or any other things or improvements which obscure visibility at an intersection may be placed on any corner Lot.

J. Antennas, Satellite Dish Systems and Solar Energy Devices

Antennas, satellite dishes or similar apparatus shall not be mounted on the front roof and should avoid being publicly visible. Specific guidelines regarding installation and maintenance of solar energy devices may be found within the Association’s Solar Energy Devices Policy or Section 202.010 of the Texas Property Code.

K. Signs and Advertising

No signs, billboards, posters or advertising devices shall be displayed to the public view on any Lot, except:

- 1. Temporary Advertising** – One sign of not more than nine (9) square feet in area, advertising the property for sale, rent or for a garage sale.
- 2. Political Signage** – Signs of not more than nine (9) square feet in area may be displayed, provided that such signs may only be erected for a temporary period commencing ninety (90) days prior to the date of the election to which the sign pertains, and ending ten (10) days after such election. Specific guidelines regarding the display of political signs may be found within section 202.009 of the Texas Property Code.
- 3. Holiday Decorations** – Holiday and special occasion signs may be erected for a temporary period not to exceed forty five (45) days prior to the holiday and thirty (30) days after the holiday.
- 4. Security Signage** – Signs displaying security systems are permitted, providing they are no more than three (3) feet in height and twelve (12) inches in width.
- 5. Longer Term Signage** – Signage with the intent of long term display, such as school promotion or sports, should not exceed two (2) feet by three (3) feet in size and three (3) feet in height, and may be reviewed and assessed regarding appropriateness by the ACC.

L. Window Unit Air Conditioners

Window unit air conditioners must not be visible to public view.

M. Clotheslines

Outdoor clotheslines must not be visible to public view.

N. Traffic Sight Line Areas

No thing or device which obstructs sight lines at elevations two (2) feet above a street shall be permitted on any corner Lot within the triangular area formed by the boundary lines of that Lot abutting the street and a line connecting them at points twenty-five (25) feet from their intersection.

O. Exterior Sculptures and Similar Items

Exterior sculptures, fountains, temporary flagpoles, birdbaths and other decorative embellishments or similar items over five (5) feet in height and visible to public view require approval of the ACC. Playground or recreational equipment of considerable size is not allowed in the front or side lawns with the exception of arbor or tree swings or as approved by the ACC. Specific guidelines regarding the installation, display and maintenance of flags and

flagpoles may be found within the Association’s Flag Display Policy or Section 202.012 of the Texas Property Code.

Specific guidelines regarding the installation and display of certain religious items may be found within the Association’s Religious Items Display Policy or Section 202.018 of the Texas Property Code.

3. Variances

The Board of Directors may review any determination made by the ACC and grant a variance from that determination. Upon a finding by the Board, a variance may be granted by a majority vote of the Board members provided that (1) the variance is necessary due to unusual circumstances that are reasonably beyond the control of the applicant, (2) the proposed construction/improvements will result in a material enhancement to the applicant’s Lot, neighboring Lots, and the Subdivision, and (3) that the granting of a specific variance will not materially and adversely affect the architectural, aesthetic, or environmental integrity of the Subdivision. Any determination by the Board that the conditions for granting a variance have or have not been met is final.

4. Pre-Existing Violations

A variance is hereby granted as to any violation of any building, structure or other architectural improvement existing prior to the effective date of the Deed Restrictions, and of which was not a violation of the Initial Declaration. Any Owner claiming this variance must establish the prior existence of the violation within thirty (30) days of the commencement of this document, which in all cases is otherwise presumed not to have existed prior to the effective date of the Deed Restrictions. Any subsequent repair, modification, maintenance, or other change made to a pre-existing violation must be performed in such manner as to eliminate the pre-existing violation so far as is practicable and the applicable variance will terminate.

ARTICLE IV - Business Use Restrictions

1. Land Use

No Reserve or any portion thereof shall be used for any manufacturing or industrial purposes so as to produce a nuisance to the neighborhood with or from excessive noise, odorous matter, vibration, smoke and particle matter, glare, fire and explosive hazards, toxic and noxious matter or any other activity.

2. Protective Screening

- A.** The Owner of Reserve A or any portion thereof shall at the time of erection of any structure, install and maintain at his own expense, a protective screen masonry wall no less than six (6) feet in height along the east line of the utility easement between Block 1 and Reserve A for the entire length of Reserve A from Golden Forest Drive to Harris County Flood Control District drainage strip, or portion thereof, as the case may be. The design of this screen wall shall be subject to the approval of the Architectural Control Committee.
- B.** On Reserve C, no retail business establishment shall face Golden Forest Drive. In the event a retail business establishment sides on Golden Forest Drive, it shall have no driveway or access on that street, and the Owner

of the land on which the retail business is located, shall install and maintain at his own expense, a protective screen masonry wall no less than six (6) feet in height along the property line parallel to Golden Forest Drive, including a grass lawn from the protective screen to the street curb. The design of this screen wall shall be subject to the approval of the Architectural Control Committee. In the event multi-family residential apartments are erected on that portion of Reserve C adjacent to Golden Forest Drive, access may be obtained from Golden Forest Drive, but carports, or other automobile storage, other than guest parking, shall not be directly exposed to view from Golden Forest Drive.

- C. The Owner of Reserve F, G, H, or any portion thereof, shall at the time of erection of any structure, install and maintain at his own expense, a protective screen masonry wall no less than six (6) feet in height along their respective property lines that are common with Residential Lots or on their line of the utility easement between their property and the Residential Lots for the entire length of the Reserves, or their portion thereof as the case may be. The design of this screen wall shall be subject to the approval of the Architectural Control Committee.

3. Building Location

- A. No building shall be located on any lot nearer to a street than the minimum building setback lines shown on the recorded plat.
- B. For the purposes of this document, eaves, steps, and open walkways, open porches, and canopies, shall not be considered as part of a building, provided, however, that this shall not be construed, to permit any portion of a building to encroach upon the land of others.

4. Public Sidewalks

Before initial construction of the principal structure has been completed, a concrete sidewalk with a minimum width of four (4) feet shall be constructed by the property owner in the street right of way parallel to the street curb(s), two (2) feet from the right of way and property boundary line, and the walk shall extend to the projection of property boundary lines into the street right of way and to street curbs in the case of a property at street intersections.

5. Utility Easements

Easements, as shown on the recorded plat and the right of entry to them, for installation and maintenance of utilities and drainage facilities are reserved. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or operation of utilities. The easement area of each lot and all improvements of a public authority or utility shall be maintained by such authority or utility. The title to the land shall not include title to any utility facilities located within easements or streets. Neither the Developer, their successors or assigns, nor the operator of any public utility, shall be liable for damage to any plants, structure or buildings located in or on such easements or streets because of the installation or maintenance of the utility facilities.

6. Oil and Mining Operations

No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Reserve or portion thereof, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

7. Garbage and Refuse Disposal

No Reserve or portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

Article V - Notices

1. Notice to the Association, Board or ACC

All notices which are to be given to the Association, Board, or ACC must be in writing and may be delivered to the Association’s Manager via first class mail or by such method that is deemed acceptable or required by the State of Texas Codes. Such notice is effective only upon receipt of same by its intended recipient.

2. Notice to Owners and Tenants

Notices to an Owner and tenants of an Owner are deemed given upon placement in a US Postal Box addressed to the last known address of the Owner or by such method that is deemed acceptable or required by the State of Texas Codes. Each Owner bears the sole responsibility to notify the Association in writing of any change in their mailing address. Unless an Owner has designated another address for the purpose of notice, notice to an Owner will be effective when addressed to an Owner’s Lot within the Subdivision.

Article VI - Violations

1. Initiation of Actions on Alleged Violations

The Board or ACC may take action on any alleged violation of the Governing Documents, including the Deed Restrictions, which is reported by a Member or the Board. No action may be taken by the ACC in the absence of a written report of an alleged violation.

2. Reporting of Alleged Violation

A Member, resident of the community, or Director of the Board may present a report of an alleged violation to the ACC. The ACC shall establish procedures for the submission of such reports.

3. Actions Subsequent to the Report of a Violation

Upon receipt of a report of an alleged violation, the ACC shall conduct an independent investigation of the report by visually inspecting the reported condition or by other means and generating such documentation as is reasonably

necessary to memorialize the inspection. Upon concluding the independent inspection, the ACC will consider whether the reported violation actually constitutes a violation of the Governing Documents. The ACC may, if appropriate, relay such findings to the party that initiated the investigation. Pursuant to the Texas Property Code, the Association is not required to release or allow inspection of records that identify the violation history of an Owner. If the ACC makes a finding that no violation exists or has occurred, no further action shall be required.

4. Finding a Violation of the Restrictive Covenants

If the ACC determines that a violation of the Governing Documents has occurred, or is ongoing, the ACC will send notice of the violation and a recommendation of corrective actions to the Owner of the Lot upon which the violation occurred or exists. Such notice may be sent via first class mail or by such method that is deemed acceptable by the State of Texas Codes. The notice must contain (i) a general description of the matters complained of, (ii) all curative actions requested, and a time period in which such curative actions must be completed, and (iii) a statement advising that all parties affected by the violation are entitled to a hearing upon delivery of a written request to the ACC as described below. To the extent feasible, such notice shall be issued within ten (10) days of the receipt of the initial report of the violation. The ACC must send copies of any notices issued to the Board of Directors.

5. Failure by an Owner to Cure a Violation

Upon the sending of notice of a violation, the ACC shall allow a reasonable time frame, not to exceed thirty (30) days, for the violation to be cured or for corrective measures to be commenced. If the violation has not been cured, or if corrective action sufficient to cure the violation has not commenced, as determined by the ACC, within this thirty (30) day period, the ACC may refer the violation to the Board for either approval of the corrective actions or for further proceedings needed to obtain compliance with the Governing Documents. If the corrective action taken is approved by the Board, the ACC will provide notice to the Owner of the Lot upon which the corrective action was conducted. If, in the opinion of the Board, the corrective actions taken are not sufficient, the ACC may take actions to remedy the violation independent of the Owner of the Lot upon which the violation exists. Any costs associated with corrective action will be charged against the Owner as an additional assessment under ‘*Article VIII, Section 10 (A)(3)*’ of the Deed Restrictions.

6. Notice and Opportunity to be Heard

If any Member or other responsible party for a violation or alleged violation requests a hearing in writing, the ACC will issue written notice of a time and place where the hearing will be conducted. Each responsible party will be given an opportunity to present testimony and/or evidence that the party considers relevant. The hearing will be held in closed session and only the members of the ACC, Board, responsible parties, and their representatives will be admitted. A written record shall be kept of the hearing and the outcome of the hearing.

A. Appeal

Any determination made after a hearing may be appealed to the Board by sending written notice of the appeal within ten (10) days of the rendering of a decision by the ACC. Upon written notice of appeal, the Board shall conduct a hearing within a reasonable time after providing the same notice and following the same procedures established in the preceding paragraph.

B. Retention of Records

The ACC shall retain records of all reports and documentation of investigations for a period of seven (7) years after the final action has been taken on the reported violation.

Article VII – General Provisions and Amendments

1. Term

Subject to the provisions for amending the Deed Restrictions contained below, these covenants, conditions, restrictions, reservations, easements, liens and charges run with the land and are binding upon and inure to the benefit of the Association, Owners, their respective legal representatives, heirs, executors and administrators, predecessors, successors, assigns, and all Persons claiming under them for a period of twenty (20) years from the date the Deed Restrictions are filed in the Official Public Records of Real Property of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, easements, liens, and charges will be automatically extended for successive periods of ten (10) years each.

2. Amendment by Owners

Except as otherwise expressly herein provided, the Owners of one half (1/2) of the total number of Lots then contained within the Subdivision always have the power and authority to amend the Deed Restrictions, in whole or in part, at any time and from time to time. In all Governing Documents, the terms “amend”, “amendment”, or the substantial equivalent of either, mean and refer to any change, modification, revision, or termination of any provisions of the Governing Documents. Approval of an Owner may be obtained by such Owner executing a copy of the proposed amendment, or by a vote of approval at any meeting of the Association, or by a combination thereof.

3. Amendment by Association

The Board of Directors has the right in its sole judgment, from time to time and at any time, to amend the Deed Restrictions without joinder of any Owner or any other person or entity for the following purposes:

- A. To resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors, or omissions herein;
- B. To conform the Deed Restrictions to the requirements of any lending institution; provided, the Board has no obligation to amend the Deed Restrictions in accordance with any such lending institution requirements and the Board may not so amend the Deed Restrictions if, in the sole opinion of the Board, any substantive rights of Owners would be adversely affected thereby;
- C. To conform the Deed Restrictions to the requirement of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration or Federal Housing Administration. In this respect, the Board shall so amend the Deed Restrictions to the extent required by law upon receipt of written notice of such requirement and request for compliance;
- D. To conform the Deed Restrictions to any state or federal constitutional requirements, or to the requirements of any local, state, or federal statute, ordinance, rule, ruling, regulation, or to any decisions of the courts regarding same.

4. Conflicts in Governing Documents

In the event of any conflict in the Governing Documents that cannot be reasonably reconciled after application of rules of interpretation as provided herein or by law, the Deed Restrictions will control over any other Governing Documents, and all other Governing Documents shall control in the following order of priority (i) Architectural Guidelines promulgated subsequent to the Deed Restrictions, (ii) Rules and Regulations, (iii) Articles of Incorporation, (iv) Bylaws, (v) Board and Member Resolutions, and (vi) all other documents.

5. Interpretation

The provisions hereof are to be liberally construed to give full effect to their intent and purposes. The captions of each Section and Article contained herein are inserted only for convenience and are not to be construed as a substantive part of the Deed Restrictions and in no event shall limit, extend, define, or otherwise modify the particular Article or Section to which they refer.

6. Effective Date

The Deed Restrictions are effective from and after the date of filing in the Official Public Records of Real Property of Harris County, Texas. IN WITNESS WHEREOF, the Association, and the Owners of not less than a majority of the Lots in the Subdivision, as provided by the Initial Declaration, have executed these Deed Restrictions for the purposes of acknowledging their adoption, consent, and approval of the provisions contained herein.

Article VIII - Annual Maintenance Assessment and Community Service Fee

1. Residential Area Covenants

Each Lot, Owner, and each purchaser of any Lot by acceptance of a deed, hereby covenants and shall be deemed to covenant to pay to the Association the following: (1) annual maintenance assessments; (2) special assessments; (3) any fees authorized by the Texas Property Code; and (4) any fees legally charged pursuant to the Deed Restrictions, Governing Documents, or Texas law.

2. Annual Maintenance Assessment

The annual maintenance assessment will be due and payable to the Forest West Community Improvement Association annually, in advance, on the last day of January of each year. Delinquent assessments may be assessed interest at a rate not to exceed six (6%) percent per annum. The initial full base rate of the maintenance assessment will be forty-five dollars (\$45.00) per Lot per year and will continue at this rate from year to year unless modified as provided herein. This assessment shall begin the year following the adoption of the Deed Restrictions.

3. Association Liability

The Association shall not be liable or responsible to any party for failure or inability to collect assessments, fees, or related cost from an Owner or related party.

4. Establishment and Purposes of Maintenance Fund

There is hereby established a Maintenance Fund into which all assessments and fees provided for herein will be paid. The Board is responsible for the collection, management, control and expenditure of the Maintenance Fund, which must be deposited in accounts specifically designated for the Association's Maintenance Fund. The Maintenance Fund must be used exclusively for the purposes of (i) promoting the recreation, welfare, common benefit, and enjoyment of the Owners and occupants of the Subdivision, including maintenance of all properties and facilities owned or controlled by the Association, (ii) discharging the obligations of the Association pursuant to the Deed Restrictions and Governing Documents, and (iii) the doing of any other thing necessary or desirable in the opinion of the Board of Directors for accomplishment of any of the foregoing, including the establishment and maintenance of reserves for repairs, maintenance, and other charges, and the expenditure of funds for the benefit of other properties within the vicinity of the Subdivision if in the judgment of the Board of Directors the Subdivision will benefit thereby. Specifically included within the purpose of the Maintenance Fund is the operation, maintenance, repair, and improvement of the swimming pool that is owned by the FWCIA so long as that swimming pool shall be operated for the benefit of the Members. The judgment of the Board in establishing any assessments or fees and in the collection, management, and expenditure of the Maintenance Fund is final and conclusive.

5. Purposes of Community Service Fee

The community service fee was established in 2010 under the authority of Section 204.010 of the Texas Property Code. This fee is collected to cover the cost of insurance, taxes, utilities, services and other commitments payable by the FWCIA.

6. Special Assessment

In addition to the maintenance assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of at least two-thirds (2/3) of the votes of the membership of the Association, voting in person or by proxy at a meeting duly called for this purpose. Written notice of such meeting must be given to all Members not later than the 10th day or earlier than the 60th day before the date of the election or vote, and shall set forth the purpose of the meeting.

7. Board of Directors Budgeting Process Established

The Board of Directors will adopt a budget annually to determine sums necessary and adequate to provide for the expenses of the Association for the succeeding twelve months period. This budget may include the funding of capital improvements and contingency reserves.

8. Board of Directors Limited Increases and Decreases

The Board of Directors may elect to increase or decrease the maintenance assessment pursuant to the following:

- A. The maintenance assessment may not be increased by more than five percent (5%) annually by the Board. If the Board elects to increase the assessment, written notice will be provided to Owners at least ninety (90) days prior to the effective date (the first day of January) of the proposed increase. Upon notice to Owners as described above, the increase shall be effective unless, within sixty (60) days of the notice, the Board receives a written request for a special meeting of the Members signed by not less than one-fourth (1/4) of the votes of the Association. If such a request is presented to the Board, a special meeting will be called within thirty (30) days of receipt of the request. A vote will be taken at the special meeting of the Members to disapprove the proposed increase in the maintenance assessment. In order to conduct such a vote, a quorum of not less than one-half (1/2) of the votes of the Association must be present. If a quorum is reached, a majority of the Members present in person or by proxy may vote to disapprove the proposed increase.
- B. To increase the maintenance assessment more than five percent (5%) during a single year requires the approval of the Members in accordance with this section. Notice of a meeting to vote on increasing the assessment must be given to all Members at least thirty (30) days in advance, but not more than sixty (60) days, and shall set forth the place, date, and time of the meeting, and the amount of the proposed increase. At any meeting conducted under this section, a quorum of not less than one-fourth (1/4) of the votes of the Association must be present. If a quorum is reached, the proposed increase must be approved by a majority of the Members present in person or by proxy.
- C. At the discretion of the Board, the maintenance assessment may be decreased. If the Directors elect to decrease the assessment, written notice will be given to Owners at least ninety (90) prior to the effective date (the first day of January) of the proposed decrease. Upon notice to the Owners as described above, the decrease will be effective unless, within thirty (30) days of the notice, the Board receives a written request for a special meeting of the Members signed by not less than one-fourth (1/4) of votes of the Association. If such a request is presented to the Board, a special meeting will be called within thirty (30) days of receipt of the request. A vote will be taken at the special meeting of the Members to disapprove the proposed decrease. In order to conduct such a vote, a quorum of not less than one-half (1/2) of the votes of the Association must be present. If a quorum is reached, a majority of the Members present in person or via proxy must vote to disapprove the decrease.

9. Personal Obligation; Transferees

In addition to the assessment lien herein established, each assessment is the personal obligation of each Owner of the Lot charged with that assessment as of the time that the assessment accrued, notwithstanding any subsequent transfer of ownership. If an Owner of a Lot transfers ownership to another party, the transferee will be jointly and severally liable for payment of all unpaid assessments owed to the Association at the time of transfer without prejudice to that transferee's right or ability to recover from the transferor the amounts paid by the transferee.

10. Statement of Assessments

Any transferee or prospective transferee shall be entitled to a statement from the Association setting forth all assessments due as of the date of the written request. Requests for such statements must be in writing and delivered to the Association at the address listed on the Association's Management Certificate. If the Association fails to respond to a proper written request for a statement of assessments within fifteen (15) days of a verifiable receipt of such request, then upon transfer, the transferee shall not be liable for any unpaid assessments against the Lot accruing prior to the date of the written request.

A. Additional Assessments for Delinquencies and Non-Compliance

Additional assessments may be levied against individual Lots and the Owners of individual Lots at the time of liability as provided below:

- 1. Interest** – Interest compounded monthly at a rate of six (6%) percent per annum will be charged on any assessment or fee that is not paid within thirty (30) days of the due date.
- 2. Late Charges** – A late charge in the amount of twenty-five dollars (\$25.00) is hereby imposed as to any assessment that is not paid in full within thirty (30) days of the due date. The Board of Directors may change the amount of the late charge established under this section from time to time by Board Resolution. Any change in the amount of the late charge will apply equally to all Owners and Lots.
- 3. Compliance Costs** – All expenses reasonably attributable to or incurred by reason of a breach or violation of any provision of the Deed Restrictions or other Governing Documents will be assessed against the Owner who occasioned the incurrence of such expenses. Specifically included within this section are (i) any reasonable attorney’s fees incurred in enforcing the provisions of the Deed Restrictions and Governing Documents, whether such fees are incurred prior to, during, or after any legal actions taken in a court of competent jurisdiction or in conjunction with any proceeding for the foreclosure of an assessment lien, or (ii) any reasonable costs assumed or incurred by the ACC or FWCIA to implement any and all necessary or required modifications, maintenance or services rendered to facilitate compliance with the provisions set forth within the Deed Restrictions and Governing Documents.

B. Payment Waiver

Failure of the Association to impose or collect any specific fee or assessment is not grounds for any action against the Association, or any Director, officer, agent or employee thereof, and does not constitute a waiver of the Association’s right to exercise its authority to collect any specific assessments or fees in the future.

C. Automatic Remedies

If any assessment or fee is not paid by the due date:

- 1.** Late charges, interest from the due date, and all compliance costs (including reasonable attorney’s fees), shall be added to and included in the amount of such assessment or fee; and
- 2.** All rights to use of all recreational facilities by the Owner, their tenants, and their Related Parties will be automatically suspended until all assessments and fees are paid in full.

D. Lien for Assessments

The annual maintenance assessments, special assessments, and community service fees, together with interest, costs and reasonable attorney’s fees in the event of default, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. The original recording of the Initial Declaration and recording of these Deed Restrictions constitutes record notice and perfection of the Association’s continuing lien. No further recordation of a claim or lien or other notice of any kind or type whatsoever is required to establish or perfect such lien. To further evidence such lien, the Association may, but shall not be required to, prepare and file in the Official Public Records of Real Property of Harris County, Texas, written notice of default in payment of assessments in such form as the Board may direct. Each Owner of each Lot, by acceptance of the deed therefore and whether or not it shall be so expressed in such deed, hereby expressly vests in the Board of Directors of the Association, or its agents, the right and power to bring all actions against each such Owner personally for the

collection of all such assessments as a debt and to enforce the aforesaid Association's lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to 51.002 of the Texas Property Code, as same presently exists or as it is subsequently amended; and each such Owner hereby expressly grants to the Board of Directors of the Association a power of sale in connection with said Association's lien. In any foreclosure proceedings, whether judicial or non-judicial, the Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association, and the Association will have the right and power to bid on the property being foreclosed. The aforesaid Association's lien shall be superior to all other liens and charges against the Lot, except only for ad valorem tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement and/or purchase of the Lot in question, to which said liens the Association's lien shall be subordinate and inferior. Provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a foreclosure sale (whether public or private) of any such Lot pursuant to the terms and conditions of any such mortgage or deed of trust. Any foreclosure and sale of a Lot pursuant to said superior liens shall not relieve any such Lot's Owner of personal liability for the sums owing under this section nor the new Owner thereof from liability for the amount of any assessments thereafter becoming due nor from the continuing lien imposed hereby securing payment of any such subsequent assessments and fees.

EXECUTED AND ACKNOWLEDGEMENT BY THE ASSOCIATION ATTEST:

Forest West Community Improvement Association, Inc., a State of Texas Non-Profit Corporation and an IRS registered 26CFR501(C) (4) organization.

APPENDIX

Appendix A: The Architectural Control Committee (ACC)

1. Committee Members

The ACC shall be comprised of members of Forest West subdivision with at least one member being a member of the Board of Directors. All members of the ACC shall serve at the discretion of the Board of Directors and decisions shall be subject to review and modification by such.

2. Compensation

No person serving on the ACC is entitled to compensation for services performed; provided the ACC may from time to time employ one or more professionals, such as architects, surveyors, attorneys, or other consultants, as approved by the Board of Directors, to assist the ACC in carrying out its duties. The Association shall pay such consultants for services rendered to the ACC.

3. Function and Powers of the ACC

The ACC exists to monitor and regulate existing and potential changes and improvements to the visible exterior appearances of structures and environments within the Forest West subdivision. The ACC shall not monitor or regulate any such matters and activities conducted wholly within the interior of a residence that do not affect the exterior appearance of the residence or any adjacent residence or improvement.

The ACC exists to provide an avenue to facilitate the reporting of violations of the restrictive covenants contained in this Declaration, to collect documentation of reported violations, to communicate reported violations to Members and to the Board, to serve as a source of alternate dispute resolution for disputes among Members relating to compliance with those restrictive covenants, and to the extent provided herein, enforce the restrictive covenants contained in this Declaration.

A. Right to Enforce

The Association, by and through the Board, and any Owner has the right to enforce observance and compliance with all restrictions, covenants, conditions, and easements set forth in this Declaration and other Governing Documents. No part of this Declaration is intended, nor shall any part be construed, to limit the right of any party to seek the enforcement of any restriction in any court of competent jurisdiction.

4. Architectural Guidelines

The ACC may from time to time adopt, amend, or repeal and publish certain Architectural Guidelines. These guidelines may allow for or prohibit certain construction/improvements without review from the ACC, specify acceptable construction materials, specify set-back lines or other limitations as determined by the original plat of the Subdivision, or make such other declarations as deemed necessary to maximize compliance with the Architectural Review Criteria set forth above.

