



UG-46-2021-165052

**THIRD AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREENBRIAR ESTATES
CHAMBERS COUNTY, TEXAS**

November 15, 2020

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GREENBRIAR ESTATES

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These easements, covenants, restrictions and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE - I

DEFINITIONS

1.1 ARCHITECTURAL CONTROL COMMITTEE. "Architectural Control Committee" shall mean the committee to be established pursuant to Article V of this Declaration.

1.2 ASSOCIATION. "Association" shall mean and refer to the GREENBRIAR ESTATES COMMUNITY ASSOCIATION, INC., its successors and assigns.

1.3 BOARD OR BOARD OF DIRECTORS. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the GREENBRIAR ESTATES COMMUNITY ASSOCIATION, INC.

1.4 COMMON AREA. "Common Area" shall mean any real property owned or leased by the Association for the common use and enjoyment of the Members of the Association and all roads (herein, the "Roads") used by the general public for which maintenance is not provided by a governmental entity. All Parcel Owners shall have an easement across and the right to use the Common Area subject to any Rules and Regulations established by the Association and subject to these Restrictions.

1.5 CONSTRUCTION AND SALE PERIOD. "Construction and Sale Period" shall mean that period of time during which Declarant is developing the Property and selling the Parcels, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Parcels, including all Parcels as may be annexed pursuant to the provisions of Paragraph 9.8.

1.6 DECLARANT. "Declarant" shall mean Tallow Tree, Ltd, a Texas limited partnership, and its successors and assigns.

1.7 DEVELOPED LAND. "Developed Land" shall mean a Parcel which has tapped into the water system available at the boundary of the Parcel and shall include Developed Lots, Improved Lots and Multi-Family Structures.

1.8 DEVELOPED LAND ASSESSMENT AMOUNT. "Developed Land Assessment Amount" shall mean the amount established from time to time by the Association pursuant to Paragraph 4.3 hereof.

1.9 DEVELOPED LOT. "Developed Lot" shall mean any Lot upon which Improvements have been constructed or a lot adjacent to a Developed Lot owned or controlled by the same owner.

1.10 DEVELOPED LOT ASSESSMENT AMOUNT. "Developed Lot Assessment Amount" shall mean the amount established from time to time by the Association pursuant to Paragraph 4.3 hereof.

1.11 DEVELOPMENT. "Development" shall mean the entire area known as GREENBRIAR ESTATES, as set forth in the plat filed in the land records of Chambers County, Texas and the City of Baytown.

1.12 DWELLING UNIT. "Dwelling Unit" shall mean a residential property intended for occupancy at any given time by one family, whether single family detached housing, townhouse, condominium unit or apartment, which shall be owned in fee simple.

1.13 FIRST MORTGAGEE. "First Mortgagee" shall mean the holder of a first mortgage lien on any Parcel in the Project.

1.14 IMPROVEMENTS. "Improvements" shall mean and include initial construction, repair, modification, replacement or reconstruction of all buildings and roofed structures, parking areas, loading areas, fences, walls, hedges, mass plantings, poles, driveways, ponds, swimming pools, tennis courts, signs, roadways, streets, utility systems and storm drainage systems.

1.15 LANDSCAPED AREA OR LANDSCAPING. "Landscaped Area" or "Landscaping" shall mean those landscaped areas within the Property which may be established as such by the Declarant or the Association.

1.16 LOT. "Lot" shall mean and refer to a plot of land (not including the Common Area) shown upon any recorded map or plat of a portion of the Property which depicts multiple Parcels, and being more or less one (1) acre in size.

1.17 MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.18 MULTI-FAMILY STRUCTURE. "Multi-Family Structure" shall mean any building designed and intended for use and occupancy as a residence by two or more families, including multi-family residential complexes where individual Dwelling Units are leased or rented, as well as those where individual Dwelling Units are conveyed to individual Owners, provided that all developments where Dwelling Units within a Multi-Family Structure are to be conveyed must be subject to a condominium regime pursuant to the provisions of the Uniform Condominium Act of the State of Texas, the Texas Time Share Act, and the Revised Civil Statutes of Texas, as amended, or to a Declaration of Covenants, Conditions and Restrictions which establish an individual Homeowners

Association to oversee the maintenance of the Dwelling Units, or to a Party Wall Agreement in the case of any duplex development.

1.19 OWNER. "Owner" shall mean and refer to the record owner, whether one (I) or more persons or entities, of a fee simple title to any Parcel, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include Declarant and any Mortgagee or Lienholder who acquires fee simple title to any Parcel which is a part of the Property, through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.20 PARCEL. "Parcel" shall mean any one of those separate portions of the Property including portions which are conveyed to an Owner, including each Lot and Dwelling Unit.

1.21 PROJECT. "Project" shall mean the Property as designated and described herein.

1.22 PROPERTY. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and such additions as may hereafter be brought within the jurisdiction of this Declaration.

1.23 UTILITY SERVICE ENTITY. "Utility Service Entity" shall mean any private utility company or governmental entity which has ownership of utility service facilities or the means of delivery of any utility service.

ARTICLE-II

PROPERTY RIGHTS

2.1 OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Parcel, subject to the provisions of this Declaration.

2.2 DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers. The Owners hereby covenant that any lease executed on a Parcel shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration, rules and regulations applicable to the Property, and further providing that non-compliance with the terms of the lease shall be a default thereunder.

ARTICLE - III

ASSOCIATION ORGANIZATION AND MEMBERSHIP

3.1 ORGANIZATION. Upon the vote of fifty-one (51%) of the Owners within the Property, with each Owner, including the Declarant, having one vote per Lot, Owners shall form the Association. The Association will be a non-profit Texas corporation and shall be governed by the provisions set forth in the remainder of this Article.

3.2 DIRECTORS AND MEMBERSHIP. The Board of Directors shall conduct the affairs of the Association in accordance with its Articles of Incorporation and By-Laws, as the same may be amended from time to time. The initial Board shall consist of at least three (3), but no more than five (5) Members. Every person or entity who is a record owner of a fee or undivided fee interest or Resort Interest in any Parcel which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Parcel which is subject to assessment by the Association. Ownership of a Parcel shall be the sole qualification for Membership. Any Mortgagee or Lienholder who acquires title to any Parcel, through judicial or non-judicial foreclosure, shall be a Member of the Association.

3.3 VOTING RIGHTS. The Association shall have two classes of voting membership.

- a. Class A. Each Owner shall be a Class A Member of the Association and shall be entitled to one vote for each Lot, Dwelling unit, Commercial Parcel or in the case of Raw Land, one vote for each acre of Raw Land owned. When more than one person holds title to a Lot, Dwelling Unit, Commercial Parcel or Raw Land, all such persons shall be Members. The vote for such Lot, Dwelling Unit, Commercial Parcel or Raw Land shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.
- b. Class B. The Class B Membership shall be the Declarant, who shall be entitled to nine (9) votes for each Lot, Dwelling Unit, Commercial Parcel or acre of Raw Land owned by it or an entity which Declarant controls. The Class B membership shall cease and be converted to Class A upon the termination of the Construction and Sale Period.

3.4 NO CUMULATIVE VOTING. At all meetings of the Association there shall be no cumulative voting.

3.5 MANAGEMENT OF ASSOCIATION. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Articles of Incorporation and By-laws, subject to this Declaration.

3.6 DUTIES AND POWER OF BOARD. Through the Board, the Association shall have the following powers and duties:

- a. To adopt Rules and Regulations to implement this Declaration and the Association's By-laws.
- b. To enforce this Declaration, the By-laws, and its Rules and Regulations.
- c. To elect officers of the Association and select members of the Architectural Control Committee.
- d. To delegate its powers to committees, officers, employees, or agents.
- e. To prepare a balance sheet and operating income statement for the Association and deliver a report to the Membership at its annual meeting.
- f. To borrow money and pledge assets of the Association when necessary or appropriate; provided that any such action shall have the approval of the two-thirds (2/3) of the Board of Directors.
- g. To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Declarant.
- h. To establish and collect special assessments for capital improvements or other purposes.
- i. To establish reasonable fines and penalties for violation of provisions of this Declaration or the Association's By-Laws or Rules and Regulations.
- j. To file liens against Owners because of nonpayment of Assessments duly levied and to foreclose on those liens.
- k. To receive complaints regarding violations of this Declaration, the By-laws, or its Rules and Regulations.
- l. To hold hearings to determine whether to discipline Owners who violate this Declaration, the By-laws, or the Rules and Regulations.
- m. To give reasonable notice to all Owners of all annual meetings of the membership and all disciplinary hearings.
- n. To hold regular meetings of the Board.

- o. To manage and maintain all of the Common Area in a state of high quality and in good repair.
- p. To pay taxes and assessments that are or could become a lien on the Common Area.
- q. To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board and employees and agents of the Association.
- r. To establish reasonable fees to be paid to members of the Board for attendance at Board meetings and the performance of their duties as well as procedures for reimbursement of actual expenses incurred in the performance of their duties.
- s. In addition to such other powers as may be set forth in this Declaration, By-Laws, and Articles of Incorporation, subject only to such limitation upon the exercise of such powers are expressly set forth in the Declaration, the Articles and the By-Laws, the Association shall have the power to do any and all lawful things which may be authorized, permitted or required to be done by the Association under this Declaration, the Articles or the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association.

3.7 EMPLOYMENT. The Association may employ professionals including, but not limited to, landscape architects, recreation experts, planners, lawyers, accountants, engineers and managers as well as staff support incident thereto.

3.8 PERSONAL LIABILITY. No member of the Board or any officer of the Association or the Declarant or any of its employees or agents shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, its officers, or any other employee or agent of the Association, provided that such person, firm or entity has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE - IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 CREATION OF LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS. The Declarant and other Owners, for each Parcel owned within the Property, hereby covenant, and each Owner of a Parcel, by acceptance of a deed therefor, whether or not it shall be expressed in any

such deed or other conveyance, is deemed to covenant and agree to pay, upon the establishment of the Association, to the Association assessments, fees, fines or other charges (the "Assessments") such Assessments to be fixed, established and collected as hereinafter provided. The Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the Parcel against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners and residents of the Property and in particular to insure the maintenance of the Project. Assessments shall include, but are not limited to funds to cover actual Association costs to accomplish such of the purposes of the Association as set forth in its Articles of Incorporation, as the Association elects to perform, including but not limited to: providing for services such as garbage and rubbish collection and disposal and for property maintenance; promoting and providing recreational and other facilities for the residents and owners; providing safety or police patrols; providing general sanitation and cleanliness of Common Areas; providing control of insects, rodents and animals; providing maintenance of drainage facilities; providing upkeep and maintenance of Common Areas and facilities; maintaining streets, street lights, sidewalks and traffic controls; payment of legal accounting and other professional fees, and any fees for management services; and maintenance and other charges required by this Declaration or that the Board of Directors of the Association shall determine to be necessary to meet the purposes of the Association. In addition, the Association may maintain a reserve fund for replacement of Common Area improvements and fund the same by Regular Assessments rather than by extraordinary Special Assessments. The reserve fund shall be held in a segregated account from all other funds of the Association.

4.3 REGULAR ASSESSMENT. Upon the initial vote of the Association to impose assessments, every Owner of every Parcel, shall pay the Association a Regular Assessment to be determined annually by the Association as set forth herein. In determining the amount of Assessment for each Parcel, the Board shall consider current maintenance costs, estimated increases of maintenance costs, and needs of the Association for the current year. Upon determination of the total amount of the Regular Assessment for the Project, each Owner, shall pay his portion thereof. The initial Regular Assessment shall be set by the Association for the following categories:

INITIAL ANNUAL REGULAR ASSESSMENT

Developed Lot	\$ 300.00
Undeveloped Lot	\$ 200.00

4.4 SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the Regular Assessment authority above, the Association, may levy, Special Assessments 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 capital improvements located in the Common Area, including the necessary fixtures and personal property related thereto; provided that any such Assessment shall have the approval of two-thirds (2/3) of the Board of Directors and the Declarant during the Construction and Sale Period and shall be levied in an equitable and uniform manner based on the Fair Market Value of each Parcel.

4.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 4.3 AND 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 4.4 shall be sent to all Directors not less than ten (10) days nor more than forty (40) days in advance of the meeting.

4.6 DATE OF COMMENCEMENT OF REGULAR ASSESSMENTS: DUE DATES.

- a. The Regular Assessment shall commence on the date established by the Association.
- b. The Regular Assessment shall be due and payable by each Owner within sixty (60) days following mailing of written notice. Delinquent Assessments shall bear interest at the rate of Eighteen (18%) Percent per Annum.
- c. The Board of Directors shall fix the amount of the annual Regular Assessment at the First Meeting of the Board of Directors in each year. Written notice of the Regular Assessment shall be sent as soon as is practicable to every Owner. The Association shall, upon request at any time, furnish a certificate in writing signed by an agent or officer of the Association setting forth whether the Regular and Special Assessments on a specified Parcel have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.7 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOC.

- a. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, bring an action to foreclose the lien against the Parcel owned by such Owner. There shall be added to the amount of such

Assessment the late interest charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorney's fees, together with costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or equity including lien foreclosure against such Owner for the collection of such delinquent Assessments. Under no circumstances, however, shall the Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any Assessments. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Parcel to secure payment of the Regular Assessment or Special Assessment which is levied pursuant to the terms hereof. Such liens may be enforced by appropriate judicial proceedings or non-judicial foreclosure proceedings and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default.

- b. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided less than forty-five (45) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Parcel. Said notice of claim must cite a good and sufficient legal description of any such Parcel, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid Assessment up to the highest lawful rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant, and shall be filed of record in the office of the County Clerk of Chambers County, Texas.
- c. Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code, as amended by Acts 1983, 68th Leg., Ch. 915 (Art. 3810 Revised Civil Statutes), or in any other manner permitted by law. Each Owner, by accepting a deed to his Parcel, expressly grants to the Association a power of sale, as set forth in said Section 51.002, in connection with the Assessment lien. The Association shall designate a trustee in writing from time to time to post or cause to be posted the required notice and to conduct such foreclosure sale. The Association, through duly authorized agents, shall have the power to bid on the Parcel at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

- d. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the Association shall file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a reasonable fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.
- e. Upon written request by a First Mortgagee, the Association shall provide the First Mortgagee with written notice of any default by the Owner-Mortgagor in the performance of such owner's obligations hereunder, including payment of Assessments, which is not cured within thirty (30) days after default; provided that any such requirement of notice shall not impair or affect any rights or remedies of the Association, including exercise of the same, provided for in this Declaration.
- f. The Assessment lien and the right to seek a foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

4.8 SUBORDINATION OF THE LIEN TO FIRST MORTGAGES. The lien securing the Assessment provided for herein shall be subordinate to the lien of any duly recorded first mortgage. The sale or transfer of any Parcel which is subject to any mortgage, pursuant to a foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessment as to payments thereof which became due prior to such sale or transfer, except for its pro rata share resulting from a reallocation among all Owners. No sale or transfer shall relieve such Parcel from liability for any Assessment thereafter becoming due, according to the terms herein provided.

ARTICLE-V

ARCHITECTURAL CONTROL

5.1 ARCHITECTURAL CONTROL COMMITTEE. The Association shall have the right to establish an Architectural Control Committee (hereinafter referred to as the "Committee"). The Committee, if established, shall consist of from two (2) to five (5) members at any given time, appointed by the Board of Directors of the Association. Any member of the Committee may be removed, with or without cause, by a majority of the Board of Directors of the Association. Upon the death, resignation or removal of any member of the Committee, a successor shall be designed by a majority vote of the Board of Directors of the Association. The members of the Committee, and any designated representatives of the Committee shall be entitled to such reasonable compensation for services performed pursuant to this Declaration, as may be established from time to time by the

Board of Directors. Until such time as the Homeowner's Association is formed, the Declarant shall be deemed the Architectural Control Committee for all purposes.

5.2 GENERAL POWERS OF THE COMMITTEE. The Committee shall have the power to review all site plans and specifications. No Improvement, shall be erected, constructed, placed or altered on any portion of the Property until such site plans and specifications shall have been submitted to and approved in writing by the Committee. Construction of each Improvement must be commenced within one (1) year of approval.

5.3 ARCHITECTURAL AND PLAN REVIEW. Prior to the consideration of any Improvement, two (2) sets of plans and specifications, shall be submitted to the Committee at such address as may be specified from time to time together with such Review Fee as may be established by the Board from time to time. The initial Review Fee shall be \$50.00 per Dwelling Unit. The Committee shall have the right to request such additional information as it may reasonably require.

5.4 APPROVAL CRITERIA FOR THE COMMITTEE. The plans and specifications shall show the nature, kind, shape, height, materials and location of all Landscaping and Improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration or in any plat now or hereafter filed of record and affecting the Parcel (inclusion of the foregoing does not imply that the Committee has the authority to grant platting variances). The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other set of plans shall be marked "Approved", signed by a majority of the Committee and returned to the Parcel Owner or his designated representative. If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any modification of any approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans. If the Committee fails to approve or disapprove such plans and specifications within ninety, (90), days after the date of submission, written approval of the matters submitted shall not be required. And compliance with this paragraph shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the Owner who submitted the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

5.5 LIMITATION OF LIABILITY. Approval of plans and specifications shall in no way be deemed to imply or guarantee any further approvals from any governmental agency or other organizations or bodies; and shall in no way be construed as technical expertise, nor shall it be deemed as a warranty of fitness or a representation of engineering standards, construction adequacy or legal compliance. The Committee shall not be held liable, jointly or severally, for any actions undertaken in accordance with this Declaration.

5.6 STRICT COMPLIANCE. Notwithstanding the actual approval of the Committee, in the event that it is subsequently determined by the Committee that the plans and specifications submitted to the Committee or the Improvements constructed on a Parcel do not comply with this Declaration, then Committee shall have the full power and authority to require the non-complying Improvement, as constructed in accordance with such plans and specifications, be brought into compliance with this Declaration.

In no event shall the approval of the Committee violate any laws of the United States, of the State of Texas or any governmental instrumentality thereof.

5.7 DESIGN GUIDELINES. It is the intent that this Declaration set the tone for a cohesive master planned development for the purpose of maintaining the quality and distinction of architectural, site and landscape designs. The following are suggested guidelines:

A. Architectural Design Guidelines

Each Dwelling Unit shall be for a single family residence and no Multi-Family Structures shall be allowed. No manufactured homes or trailer homes shall be allowed.

1. Each single story Dwelling Unit shall have a minimum livable floor area of 1,800 square foot exclusive of open and screened porches, terraces, patios, driveways, carports, garages, and any unfinished interior areas.
2. Each two or two and one-half story Dwelling Unit shall have a minimum livable floor area of 2,000 square foot exclusive of open and screened porches, terraces, patios, driveways, carports, garages, and any unfinished interior areas. The ground floor shall have a minimum of 1,200 square feet exclusive of open and screened porches, terraces, patios, driveways, carports, garages, and any unfinished interior areas and at least 800 square feet on the upper floor area of the home.
3. No Dwelling Unit shall be constructed to exceed two or two and one-half stories, nor shall a garage be constructed to house more than three cars facing the street. However, all Dwelling Units shall have at least a two car garage.
4. All driveway culverts shall conform to the width required or requested by the County or State.

5. All Dwelling Unit driveways are to be a minimum of a 20 foot radius of driveway to main roadway, At the point of intersection of roadway to driveway, the roadway is to be doveled and tied in at intersection and the material used is concrete from roadway to property line, This driveway to be a 14 foot minimum width from roadway line to Dwelling Unit.
6. All Dwelling Units are to be built on-site; not to be moved in as built or pre-fabricated homes.
7. No Dwelling Unit shall be constructed on any lot with (a) an exterior that contains less than 60% masonry construction; or (b) a foundation which is other than a concrete slab foundation or a concrete "pier and beam" foundation, the top level of which shall be located no more than forty inches (40"), and no less than twelve inches (12") above the surface of the private concrete street which crosses the lot on which such foundation is to be constructed, unless, however, a deviation from either and/or both of the restrictions mentioned in items (a) and (b) Above is subsequently approved in writing by the Developer or the Architectural Control Committee, as applicable.

B. Site Design Guidelines

1. No Dwelling Unit shall be located nearer to property lines than the distance allowed in the plat recorded for the Property in Chambers County, Texas and the City of Baytown.
2. There is only allowed one Dwelling Unit per lot.

C. Landscape Design Guidelines

1. All swimming pools, and associated equipment, shall be located in the rear of Lot and shall not be visible from the street. All swimming pools must be fenced in a manner consistent with these covenants or by statute.
2. All drainage patterns will be designed to require drainage to the front roadways ditches and rear ditches.
3. No television antennas, or satellite dishes in excess of thirty-six inches, are allowed.

4. No fences of any kind shall be allowed between the front of the house and the street.
5. All landscape areas are to be irrigated. No lot may be used for gardening or farming purposes. The term "gardening" shall not include flower gardens or ornamental plants, shrubs or vegetable plants.
6. All landscaped areas shall be properly maintained in a neat, orderly condition, consistent with majority of the landscaped areas of the subdivision. All Developed Lots shall be properly maintained in a neat, orderly condition. All Owners shall maintain the area in front of their Lot up to Madison Ave, including the mowing of such area and keeping it free of debris, regardless of whether their Lot is developed. For Undeveloped Lots, Owners shall keep their Lot mowed to the tree line on all sides. All Owners shall keep the drainage area located in the rear of each Lot mowed and free of debris. All Owners are responsible for ensuring the culverts located in front of their Lot are kept free of debris so that the free flow of water through such culvert is not hindered.

5.8 VARIANCES. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to contract, erect, or install improvements which are at variance from the architectural standards which are provided in this Article V. In any case, variances requested as to any architectural standards shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. In addition to the foregoing, the Committee shall have the further authority to grant such further variances from the architectural standards set forth in this paragraph as the Committee may deem necessary to ensure an orderly, efficient and high quality development of the Property. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Board's right to strictly enforce the provisions of this Declaration against any Owner. The Committee may grant such variances to prospective Owners; provided, however, any such grant of a variance to a prospective Owner shall be conditioned and effective upon the actual subsequent acquisition by any such potential Owner of the Parcel which is the subject of the variance request.

ARTICLE-VI

MAINTENANCE

6.1 OWNER RESPONSIBILITY. In the event the maintenance or repair of a Parcel or the Improvements thereon is not kept up by the Owner in a manner which is not satisfactory to the Association, the Association is authorized to do so as provided in Paragraph 6.2 herein.

6.2 AUTHORITY OF ASSOCIATION. In the event an Owner is responsible for certain exterior maintenance and such Owner shall fail to maintain the Parcel and Improvements in a manner satisfactory to the Association, or if the Owner of a Parcel fails to maintain his Parcel in compliance with this Declaration as determined by the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to notify the Owner of the Parcel of the unsatisfactory condition and shall give the Owner notice that the Association shall correct the condition if it is not remedied within a reasonable time period. Should the Owner fail to correct the condition within a reasonable amount of time as set forth in the notice, the Association shall have the right, through its agents and employees, to enter upon said Parcel and to repair, maintain and restore said Parcel and Improvements. The cost of such repair or maintenance shall be added to and become part of the Assessment to which such Parcel is subject. The Association shall also be responsible for all maintenance and repair on and for the Common Area. In addition, the Association shall repair, maintain and replace any fence located around the perimeter of the Property, and is hereby granted an easement for such maintenance.

ARTICLE - VII

USE RESTRICTIONS

- 7.1 USES AND LIMITATIONS. The use of the Property is limited and subject to the following guidelines:
- a. No Commercial Uses. Lots or Parcels may only be used for single family residences and the Property may not be used for the operation of business, trade or profession of any type whatsoever from within or from any Lot or Dwelling Unit on the Property except that the Declarant may maintain sales facilities on the Project during the Construction and Sale Period.
 - b. Obstruction of Common Area. There shall be no obstruction of the Common Area by Owners. Nothing shall be stored by the Owners in the Common Area without prior written consent of the Association.
 - c. Use of Common Area. Use of the Common Area shall be in accordance with the terms of this Declaration and those rules and regulations as may be prescribed and established by the Association, from time to time.

- d. Immoral or Unlawful Use. No improper, offensive or unlawful use shall be made of any Parcel or the Common Area or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Property shall be observed. The discharge of firearms of any type is strictly prohibited. The exploding or display of any type of fireworks shall be allowed only on the lot of each property owner or at the function sponsored by the home owner's association and only under the following conditions:
- Only if there is no voluntary or mandatory fire ban for Chambers County and/or Baytown, Texas;
 - The property owner(s) discharging such fireworks shall clean up all debris left behind by such fireworks
 - Fireworks shall only be allowed one week before and one week after a federal holiday and shall not be discharged after 10:00 p.m. However, fireworks discharged on New Year's Eve shall not be discharged past 1:00am.
- e. Nuisances. No nuisances shall be allowed in, on or about the Property, nor shall any use or practice be allowed which is a reasonable source of annoyance to any Owner or Owners or which interferes with the peaceful and proper use of the Property by any Owner. No boat, trailer, truck, or motorcycle shall be parked or stored in front of any Dwelling Unit for more than forty-eight (48) hours. No repair work, dismantling or assembling of motor vehicles or of any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street or in the Common Area. All vehicles, including but not limited to, automobiles, camping trailers and motor homes must have a current license and inspection sticker at all times.
- f. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, barn, servants quarters or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any Lot. Storage sheds shall be constructed of conventional materials used by the Dwelling Unit or other materials such as metal with the approval of the Architectural Control Committee. During the construction and sales period of the initial Dwelling Units, and with the prior consent of the Association, the Developer may erect and maintain such structures as are customary in connection with the construction and sale of such property, including, but without limitation, a business office, storage areas, construction yards, signs, model units and sales offices.

- g. Signs. No signs, billboards, posters, or advertising of any character shall be displayed to public view on any Lot or Dwelling Unit unless such sign is first approved by the Architectural Control Committee, except (1) during the construction and initial sales period, the Declarant may use such signs and displays as it may deem necessary or advisable to advertise the merits of the Property for sale or for rent, or (2), signs no larger than three feet (3') by four feet (4') placed on any lot by an owner or real estate agents' advertising such lot for sale. The Declarant may also place such directional signs as it determines is necessary.
- h. Livestock and Poultry. No animals, livestock, poultry, or exotic animals of any kind shall be raised, bred or kept in any Dwelling Unit, except dogs, cats or other common household pets, not to exceed three (3) pets in number. Pets may be kept, provided that they shall not become a nuisance and are not kept, bred, or maintained for any commercial purposes. Pets shall be deemed a nuisance in the event they are not kept within the fenced portion of the Lot.
- i. Garbage and Refuse Disposal. No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept screened by adequate planting or fencing so as to conceal it from public view until adequately disposed of on a regular basis. There is reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractors. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- j. Sewage Treatment. All lot owners shall be required to install an aerobic septic system with a minimum 750 gallon tank and same must be in strict compliance and under permit of the State and County Health Departments or other regulatory agency.
- k. Water Wells. No water wells or oil wells maybe drilled, constructed or operated on any Parcel without the express prior written approval of the Association. Each dwelling unit is mandated to be served by the development's water system.
- l. Building Materials. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or tract of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.(Exclusive of any part of such lot which is covered by any private street right of way or utility or drainage easement which is reflected on the subdivision plat.)

7.2 VISUAL CONTROLS. All clotheslines, equipment, service yards, appliances, storage piles, trailers, boats and/or motor homes shall be kept within the patio areas or other screened

or fenced areas at the rear of the property so as to conceal them from view from the streets. This section shall not apply to propane tanks, septic systems and/or air conditioning systems. All rubbish, trash and garbage shall be kept in containers within the area provided with each Dwelling Unit and designated by the Association for collection purposes. The Owner of the Dwelling Unit shall keep any yard area from becoming overgrown with brush, weeds or other unattractive vegetation.

7.3 SPECIFIC USES. No fences, hedges or walls shall be erected or maintained upon a Lot, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association or its designated representative. Except for the right of ingress and egress, the Owners of the Lots are hereby prohibited and restricted from using any of the Common Area outside the exterior building lines, patio and parking areas, except as herein provided or as may be allowed by the Association. It is expressly acknowledged and agreed by all parties concerned, that this Paragraph is for the mutual benefit of all Owners of Lots in the Development, and is necessary for the protection of said Owners.

7.4 STRUCTURAL INTEGRITY OF DWELLING UNITS. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Dwelling Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Dwelling Units or their Owners.

ARTICLE VIII

EASEMENTS

8.1 ENCROACHMENTS. Each Parcel, including Lots and Dwelling Units and the Property included in the Common Area shall be subject: to an easement for minor encroachments created by construction, settling, overhangs, brick ledges, balconies, fences, or other protrusions and for the maintenance (if any) of same, so long as they exist.

8.2 UNDERGROUND ELECTRIC SERVICE. Underground single phase electric service may be available to certain Parcels and to certain facilities to be constructed in the Common Areas, and the metering equipment shall be located on the exterior surfaces of walls at points to be designated by the utility company. For so long as such underground service is maintained, the electric service to such Parcels and such Common Area facilities shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, alternating current. Easements for the underground service may be crossed by driveways, walkways and patio areas, provided the Association makes prior arrangements with the utility company furnishing such service. Neither the Association nor the utility company using such easements shall be liable for any damage done by either of them, their agents or employees to shrubbery, trees, or other Improvements of the Owner located on the Parcel subject to said easements.

8.3 EASEMENTS OF RECORD. Each Parcel, including Lots and Dwelling Units and the Property included in the Common Area shall be subject to all easements filed in the Property Records of Chambers County, Texas.

ARTICLE - IX

GENERAL PROVISIONS

9.1 ENFORCEMENT. In the event of a violation or breach of any of the reservations, restrictions, covenants and easements contained herein by any Owner or agent of such Owner, the Association, its nominee or other Owners of Property covered by this Declaration, any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach hereof. In addition to the foregoing, whenever there shall have been built on any Parcel in the Development any structure which is in violation of these restrictions and, after thirty (30) days written notice of such violation, the violation shall not have been corrected by the Owner, the Association shall have the right to enter upon the Parcel where such violation exists, and summarily abate or remove the same at the expense of the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, covenant or easement contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

9.2 SELF HELP. Notwithstanding anything to the contrary herein contained, the Association, acting through its Board of Directors or employees or agents, may elect to enforce any provision of this Declaration and By-Laws, or the Rules and Regulation of the Association by self-help, specifically including but not limited to, the towing of vehicles that are in violation of parking Rules and Regulations, or by suit at law or in equity to enjoin any violation or otherwise to recover monetary damages or both, without the necessity for compliance or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation from which abatement is sought shall pay all costs, including reasonable attorney's fees, incurred.

9.3 SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9.4 AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods often (10) years. This Declaration may be amended during the first thirty (30) year period by (a) the Declarant, so long as the Declarant owns twenty-five percent (25%) of the Lots or Parcels comprising the Property, or (b) An instrument signed by the Association or Owners of not less than sixty-seven percent (67%) of

the Parcels in or on the Property and thereafter by an instrument signed by the Association or Owners of not less than fifty-one percent (51%) of the Parcels in or on the Property. Any amendment must be properly recorded in the Real Property Records of Chambers County, Texas.

9.5 MORTGAGEE RIGHTS. Upon written request to the Association any First Mortgagee, upon payment of a reasonable fee, will be entitled to: (i) inspect the books and records of the Association during normal business hours; (ii) receive annual financial statements within ninety (90) days following the end of the Association's fiscal year; (iii) receive notice of the Association's meetings and designate a representative to attend such meetings; (iv) receive notice of any default in the performance of its mortgagor of any obligation under this Declaration which is not cured within thirty (30) days; and (v) receive notice of any material amendment.

9.6 ADDITIONAL COMMON AREA. Declarant reserves the right to convey additional Common Area to the Association at a later date, which will be maintained by the Association as though it had been originally conveyed as Common Area. This reservation in no way obligates Declarant to make such conveyance, and creates no rights in the Association as to any Property owned by Declarant until such Property is deeded to the Association.

9.7 CONDEMNATION. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Parcel. The expense of participation in such proceedings by the Association shall be borne by the Association. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and First Mortgagee, if any, as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners in person and not through their delegates, by a majority vote, shall decide whether to replace or restore as far as possible, the Common Area so taken or damaged. In the event it is determined that such Common Area should be replaced or restored by obtaining other land or building additional structures, this Declaration, shall be duly amended by instrument executed by the Association on behalf of the Owners.

9.8 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

9.9 ANNEXATIONS.

- a. Additional property may be annexed to the Property by the Association with the consent of two-thirds (2/3) of its Board of Directors, or until the Homeowner Association is established, by authorization of the Declarant.
- b. Notwithstanding anything contained in Subparagraph "a" above, or any other provision herein, Declarant shall have the right, to bring within the scheme of the Declaration, in one (1) or more future stages or additions to the Development, additional property adjacent thereto, within twenty (20) years of the date of recording of this instrument. Nothing in this Declaration shall be construed to represent that Declarant, its successors or assigns, are under any obligation to add or annex additional property to this Project.
- c. Any such additions shall be developed in a manner similar to the development of the existing Property in accordance with a general plan of development under which the architectural standards prevailing within the existing Property will be continued in such annexed properties, the Improvements to be constructed on Parcels within such annexed properties will be in accordance with this Declaration and approved by the Association and will be similar to the Improvements constructed on the existing Property, and the Parcels within the annexed properties will become subject to assessment in the same manner as then prevailing for the existing Property. All the provisions of this Declaration shall apply to the property being annexed with the same force and effect as if said property were originally included in this Declaration as part of the original Project.
- d. The additions authorized under this Paragraph shall be made by filing of record: (i) Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property and (ii) a deed to the Association which shall convey to the Association all of the area within such additions designated as Common Area for the benefit and use of the Owners.

9.10 COVENANTS RUNNING WITH THE LAND. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Parcel, and each Parcel Owner.

9.11 ATTORNEYS' FEES. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

9.12 LIBERAL INTERPRETATION. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 11 day of March, 2021

GREENBRIAR ESTATES COMMUNITY ASSOCIATION, INC.
A Texas Non Profit Corporation

By: David M. Glowczwski

David M. Glowczwski, Secretary of Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF CHAMBERS §

Before me, the undersigned authority, on the 11th day of March 2021, David M. Glowczwski, as Secretary of the Greenbriar Estates Community Association, Inc., a Texas Non-Profit Corporation, executed this instrument on behalf of said nonprofit corporation.

Ryan E. Heard

NOTARY PUBLIC – STATE OF TEXAS

UPON RECORDING, RETURN TO:
David Glowczwski
Greenbriar Estates HOA Secretary
3819 Madison Avenue
Baytown, Texas 77523

