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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
PINE LAKES, SECTION TWO

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THE STATE OF TEXAS

COUNTY OF HARRIS

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THIS DECLARATION made on the day hereinafter stated by Walker Enterprises, L.P., a Texas limited partnership, acting herein by and through its duly authorized officers, hereinafter referred to as "Declarant":

SB

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all that certain tract of land situated in Katy, Harris County, Texas, which has been platted and subdivided as Pine Lakes, Section Two (2), according to the plat recorded in film code No. 597268, Map Records of Harris County, Texas and being a Subdivision of 17.4455 acres of land located in the H.6T.C. R.R. company survey, Section 43, Block 1, Abstract No. 1711, Harris County, Texas save and except all dedicated roadways as show on the said plat of Pine Lakes, Section Two (2).

NOW, THEREFORE, Declarant hereby declares that all of the lots in Pine Lakes, Section Two subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the said real property, shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Pine Lakes, Section Two Community Association, Inc., its successors and assigns. Declarant, Walker Enterprises, LP, has the right to change or establish; and or combine with Pine Lakes, Section One Community Association, without consent so long as Declarant retains a financial interest or any ownership in the development. The Association has the power to collect and disburse those maintenance assessments as described in Article IV.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of property designated thereon as "Reserves" or "Common Area", if any, and building sites for the construction of one single family residence structure resulting from consolidation or resubdivisions pursuant hereto.

Section 5. "Common Area" shall mean all real property together with the improvements thereon owned by the Association for the Common use and benefit of the Owners.

Section 6. "Declarant" shall mean and refer to not only Walker Enterprises, LP, but also to such of its successors or assigns (whether immediate or remote), as are successor developer of all or a substantial

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portion of the Lots in the undeveloped state, but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "Developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, and "Undeveloped Lot" is any Lot which is not a Developed Lot.

ARTICLE II  
USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling not to exceed two and one-half (2 1/2) stories in height, which may simultaneously have a private garage or carport for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises and no room(s) in the dwelling and no space in any other structure shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, or its duly authorized representative, as to compliance with these restrictions, quality or material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control Committee shall be Aaron Wiese, Tony Wiese and Theodore Wiese. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies provided that Declarant may from time to time, without liability of any character for so doing, remove and replace any such members of the Architectural Control Committee as it may in its sole discretion determine. The Declarant, architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its rights to assign the duties, powers, and responsibilities of the Architectural Control Committee to the Association, when one hundred percent (100%) of all Lots in Pine Lakes are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Any thing contained in this Section 2 or elsewhere in this Declaration to the contrary notwithstanding the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Subdivision Lot and of the size and location of any

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such building or improvement when, in the sole and final judgment and opinion of the Committee, or its duly authorized representative, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole.

The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance only by written instrument, addressed to the owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural control committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved out building), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's duly authorized representative). Any request for a variance shall be deemed to have been approved for the purposes hereof in the event of either (a) written notice of approval from the Architectural Control Committee or (b) failure of the Architectural Control Committee to respond to the request for variance within thirty (30) days after the receipt of the request. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted it being the intention of Declarant that no variances be available except at the discretion of the Architectural Control Committee, or if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

**Section 3. Minimum Square Footage Within Improvements.** The living area of the main residential structure (exclusive of porches, garages, and servants quarters) shall not be less than One thousand Five Hundred Seventy Five (1575) feet. The construction of any residence shall involve the use of not less than fifty-one percent (51%) brick veneer, stone or other masonry around the outside perimeter of the ground floor of the building. The living area on the ground floor of the main residential structure (exclusive of porches and garages) shall not be less than one thousand (1,000) square feet.

**Section 4. Location of the Improvements Upon the Lot.**  
A. "Standard Placement." No building or other improvements shall be located on any Lot nearer to the front Lot line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any Lot nearer than ten (10) feet to any side street line. Subject to Paragraph B of this Section, no building shall be located nearer than five (5) feet to any interior Lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front Lot line may be located within three (3) feet of an interior Lot line so long as the distance between any adjacent dwelling and the dwelling situated as close as three (3) feet to an interior Lot line is not less than ten (10) feet and neither dwelling is closer than three (3) feet to any easement containing water and/or sanitary sewer line; provided, however, in no event shall the sum

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of the side yard widths on any Lot be less than fifteen percent (15%) of the width of the Lot (except in the case of a garage or other permitted accessory building set back sixty (60) feet as above prescribed). This distance shall be measured (to the nearest foot) along the front setback line shown on the recorded plat. For the purposes of this covenant of restriction, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

B. "Zero Lot Line Detached." Upon prior written approval of the Architectural Control Committee, improvements may be constructed so as to have one outside wall abutting the side property line designated as the "zero setback line" for that Lot, except in the case of corner Lots or unless a different layout is authorized in writing by the Architectural Control Committee. Corner Lots may have a "zero setback line" opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall not be less than six (6) feet from the dwelling or appurtenant structure on any contiguous Lot(s). No windows, doors or other openings may be placed in the wall built on or parallel to the zero setback line unless the wall is a minimum of three (3) feet from the zero setback line except that the wall on the zero setback line may have openings if such wall faces unto a reserve or easement.

The side wall of the dwelling or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material consisting of masonry with brick-face exterior or similar material as approved by the Architectural Control Committee. The Owner of any adjacent Lot shall not attach anything to a side wall or fence located upon the zero setback line; nor shall the owner of any adjacent Lot alter in any manner, i.e. structure, color, material or otherwise, a side wall or fence located upon the zero setback line without the (I) written approval of the Architectural Control Committee and (II) written consent of the adjoining Lot Owners.

C. "Zero Lot Line - Attached." Upon prior written approval of the Architectural Control Committee, improvements may be constructed on two adjoining Lots each abutting the common "Zero Lot Line." The two owners of each building shall be responsible for the maintenance of the exterior of their building. No change of paint, brick or roof color will be permitted without approval by the Architectural Control Committee. No maintenance, repairs or painting shall be done by one owner without the consent of the other owner. Each owner shall have one vote in all matters of exterior maintenance, repairs and painting, and the cost of these repairs. If the two owners cannot agree on the maintenance, repairs, and painting then the owner that deems that the work needs to be accomplished shall prepare a written description and cost of the work to be accomplished and submit it to the Architectural Control committee. The Architectural Control Committee shall rule on the need to accomplishing the work and shall set the time frame to accomplish the work if the work is required. Their ruling shall be binding on both owners. In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association then the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, within sixty (60) days of the written notification to said owner, through the Association's agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Each wall and roof which is built as a part of the original construction of the zero Lot line attached building upon the Properties and placed on the dividing line between the Lots shall constitute a

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common wall and roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a common wall or roof shall be shared by the Owners who make use of the wall and roof equally. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any owner who has used the wall or roof may restore it, and if the other owner thereafter makes use of the wall or roof, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In addition, for attached zero lot line building, the total exterior of both properties must be completely restored to their original condition before the destruction that resulted from fire or other casualty. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who, by his negligence or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. Right to Contribution runs with Land. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title. Arbitration. In the event of any dispute arising concerning a common wall or roof, or under the provisions of this Section, the Architectural Control Committee, as set forth under Article IV herein, shall have full and complete authority in handling said dispute and the decision of the Architectural Control Committee shall be final. The decision of the Architectural Control Committee must be rendered on or before sixty (60) days following written notification to the Architectural Control Committee by one or both property owners involved.

At no place within Pine Lakes, Section 2, shall more than one (1) of the above described residence placement methods be on one (1) side of the street between two (2) corner Lots on the same block or within a single cul-de-sac without the prior written consent of the Architectural Control Committee.

No electrical lines or plumbing shall be placed into the common wall between the attached residences (being the wall situated on the Lot line) which connect or serve both residences, provided, however, that electrical outlets may be located in said wall provided they service the residence in which they open.

Section 5. A. Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat and such site shall be considered a Lot for all purposes hereof. Any such proposed composite building site(s) must be approved by the Architectural Control Committee.

B. Resubdivision of Lots. No Lot shall be resubdivided, nor shall any building be erected or placed on any such resubdivided Lot, unless each building site resulting from such resubdivision shall have a minimum width of not less than forty (40) feet at the front building line; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties by the Owner thereof prior to construction of residence(s) thereon if such resubdivision results in each resubdivided Lot or building site having the minimum Lot width aforesaid. Any such resubdivision must be approved by the Architectural Control Committee.

Lots or building sites resulting from composition or resubdivision of platted Lots which have not been replatted of record may be described

by metes and bounds; provided that the Federal Housing Administration and/or the Veterans Administration consent thereto.

**Section 6. Easements.** Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements.

Further, Lots and the Common Area adjoining Lots with improvements situated on the zero setback line shall be subject to a three (3) foot access easement for the construction, repair and maintenance of improvements are located upon any adjacent Lot where said improvements located on the "zero setback line" of the adjacent Lot. The zero setback line owner must replace any fencing, landscaping or other items on the adjoining Lot that he may disturb during such construction, repair or maintenance. Additionally, this easement, when used, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. Except in the event of an emergency, the zero setback line owner must notify the Owner of the adjacent Lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty-four (24) hours before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturdays. In the event of a bona fide emergency, no such notice is necessary.

**Section 7. Prohibition of Trade and Offensive Activities.** No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

**Section 8. Use of Temporary Structures.** No structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than eight (8) feet in height and one hundred twenty (120) square feet of floor space, shall be inconspicuous and slightly, shall not be visible from a street or side street and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period and shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

**Section 9. Storage of Automobiles, Boats, Trailers and Other Vehicles.** No boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind shall be parked or stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

No commercial trucks, vans or trailers shall be parked on driveways or in streets within the Properties for period of time exceeding twelve (12) hours, nor more than twenty-four (24) hours in any calendar week.

**Section 10. Mineral Operation.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, minerals excavations, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained. Or permitted upon any Lot.

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**Section 11. Walls, Fences and Hedges.** No wall, fence or hedge shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than eight (8) feet in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Declarant or its assigns, shall pass ownership with title to the Lot and it shall be owner's responsibility to maintain said wall, fence or hedge thereafter. A screening fence at least six feet high must be constructed and maintained along the rear of the following Lots 11-14, 21, 22, Block 2, in Pine Lakes, Section Two. A screening fence at least six feet high must be constructed and maintained along the side of the following Lots, Lot 3, 4, and 29, Block 1, Section 2 and Lot 4, 5, and 25, Block 2, Section 2. The minimum acceptable quality for the fence is vertical wood that is free of large or loose knots and splits with 4" x 4" posts set in concrete on 8' centers.

**Section 12. Visual Obstruction at the Intersection of Public Streets.** No object of thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner Lots.

**Section 13. Lot Maintenance.** The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant or its assigns, may without being under any duty to do so, in trespass or otherwise, enter upon said Lot, cut, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof.

**Section 14. Visual Screening on Lots.** The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playground or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

**Section 15. Signs, Advertisements, Billboards.** No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent. Declarant, or its assigns, and/or the Association shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other

tort in connection therewith or arising from such removal. Declarant or its assigns, may maintain, as long as it owns property in Pine Lakes, Section Two, in or upon such portion of the Properties as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage area, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling houses in Pine Lakes, Section Two) to use residential structures, garages or accessory buildings for sales offices and display purposes but all rights of Declarant and of any builder acting with Declarant's permission under this sentence shall be operative and in effect only during the construction and initial sales period within the area composed of Pine Lakes, Section Two.

Section 16. Roofing Material. The Roof of any building (including any garage or servant's quarters) shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles comparable in color to wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural control Committee upon written request.

Section 17. Maximum Height of Antenna. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses or buildings. Television antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole. No satellite dish shall be visible from the street in front of a residence.

Section 18. Sidewalks. Before the dwelling unit is completed and occupied, the Lot Owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb two (2) feet back from the boundary lines of the Lot into the street right-of-way and/or to street curbs in the case of corner Lots. Owners of corner Lots shall install such a sidewalk both parallel to the front Lot line; and parallel to the side street Lot line, if there exist adjacent Lots fronting on said side street. Such sidewalks shall comply with all Federal, State and County regulations respecting construction and/or specifications, if any.

Section 19. Underground Electric Service. "An underground electric distribution system will be installed in that part of Pine Lakes, Section Two Subdivision, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Pine Lakes Subdivision, at the execution of this agreement between Company and Developer or thereafter. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical

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Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowner's to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current."

"The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary."

"The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Pine Lakes Subdivision, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s)."

ARTICLE III  
PINE LAKES ASSOCIATION, INC.  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Holders of future interest not entitled to present possession shall be considered as Owners for the purposes of voting hereunder.

Class B. The Class B member(s) shall be Declarant or its successors or assigns and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership including duly annexed areas.
- (2) on January 1, 2010.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, in the case of each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not is shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the Association, without recourse on Declarant in any manner for the repayment of said charge and indebtedness.

Section 2. Purpose of Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred and Forty Dollars (\$240.00), per Lot.

a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by an amount equal to not more than ten percent (10%) above the maximum annual assessment which could have been made without a vote of the membership in the case of the previous year.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased to an amount in excess of ten percent (10%) of the maximum assessment for the previous year by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 3. Special Assessment for Capital Improvements. In addition to the annual 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area. Including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be mailed (by U.S. first class mail) to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting to each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. All Lots in Pine Lakes, shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in Pine Lakes, owned by Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provision of Sections 3 and 7 hereof. Improved Lots in Pine Lakes, which are not occupied by a resident and which are owned by Declarant, a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 6. Date of Commencement of Annual Assessments; due Dates. The annual assessments provided for herein shall commence as to all Lots in Pine Lakes, Section Two, on the first day of April 1, 2006. The annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The payment dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any

party who in the Association's judgment has a legitimate reason for requesting same.

**Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

**ARTICLE V  
GENERAL PROVISIONS**

**Section 1 Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Owner's Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions.

- a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any.
- b) the right of the Association to suspend the voting rights and right to use of any recreational facility by an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
- c) the right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded in the Public Records of Harris County, Texas.

251-020-1737

d) the right of the Association to collect and disburse those funds as set forth in Article IV.

Section 4. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Association, his right of enjoyment to any Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 5. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the Lots within Pine Lakes, and thereafter by an instrument signed by those Owners owning not less than sixty percent (60%) of the Lots within Pine Lakes. No person shall be charged with notice or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

Section 6. Annexation. Additional residential property and Common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership; however, so long as Declarant retains a financial interest or any ownership in the development of Pine Lakes such stage(s) or section(s) will be annexed either (I) by the Board of Directors of the Association without such approval by the membership or (II) by Declarant without such approval by the membership by the filing of a Declaration of Covenants, Conditions and Restrictions for such additional stage(s) or section(s) vesting assessment rights in the Association.

Section 7. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, and upon reasonable notice, be subject to inspection by any members. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

Section 8. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 9. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

RP 020-80-175B

EXECUTED this the 10th day of April, 2006.

DECLARANT:

WALKER ENTERPRISES, L.P., a Texas limited partnership

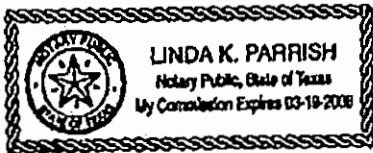
By: Estate Land Company, a Texas corporation, its General Partner

By: Aaron Wiese, President

*202*

THE STATE OF TEXAS  
COUNTY OF HARRIS

This instruments was acknowledged before me on the 10<sup>th</sup> day of April, 2006 by Aaron Wiese, President of ESTATE LAND COMPANY, a Texas corporation acting as General Partner of WALKER ENTERPRISES, L.P., a Texas limited partnership, on behalf thereof



Linda K. Parrish  
Notary Public for the State of Texas

Name: Linda K. Parrish  
My Commission Expires: 03-19-2008

*Hold American ✓*

*Beverly B. Keyman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2006 APR 24 AM 10:27

FILED

RP 020-50-1759

RR 020-80-1740

ANY PROVISION HEREIN WHICH VIOLATES THE SALE, ASSIGN, OR USE OF THE DECISIONS REAL  
PROPERTY RECORDS OF TEXAS OR SALES IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

APR 24 2006



*Dorely L. Kaybasal*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

12  
By-laws  
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BYLAWS  
OF  
PINE LAKES SECTION ONE COMMUNITY  
HOMEOWNERS ASSOCIATION, INC.

102  
Note

ARTICLE I  
DEFINITIONS

As used herein, the term "Member" shall mean an Owner, the term "Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Sections One and Two (together with any and all amendments thereto), executed by Walker Enterprises, L.P., a Texas limited partnership, and relating to land located in Harris County, Texas, more particularly described therein, and the terms "Additional Property Owner", "Common Areas", "Declarant", "Owner", "Association", "Development", and "Lot" shall have the meanings set forth in the Declarations for Section One and Two.

ARTICLE II  
MEMBERS

**Section 2.01 Membership.** Each individual and legal entity now or hereafter becoming an Owner in Sections One or Two automatically shall be a Member of the Association, Membership may not be severed from the Lot nor may it be in any way transferred, pledged, mortgaged, or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Lot and then only to the purchaser or assignee as the new Owner thereof. Any transfer of the fee title to a lot, tract, or parcel of real estate out of or a part of the Lot shall automatically operate to transfer membership to the new Owner thereof, and the Association shall have the right to record the transfer on its books and records.

**Section 2.02 Certificates of Membership.** The Association may issue to each Member certificates, cards or other instruments evidencing membership rights. Such documents, if issued, may be in such form or forms as the Board of Directors may approve, and shall be signed by the president or secretary of the Association. If issued, a record of such issuance shall be maintained.

**Section 2.03 Transfer of Membership.** Membership shall be nontransferable, and, upon ceasing to own a Lot, a Member shall cease to be a Member.

**Section 2.04 Pine Lakes Sections One and Two:** The Pine Lakes Section One Community Association, Inc. governs Section One and Two in the Pine Lakes subdivision.

ARTICLE III  
MEMBERS' MEETINGS

**Section 3.01 Annual Meetings.** Commencing in the calendar year 2012, an annual meeting of Members, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held, at a time and place as determined by the Board of Directors. After 2012 the annual meetings shall be held in the Month of September. Failure to hold any annual meeting or meetings shall not cause a forfeiture or dissolution of the Association.

**Section 3.02 Special Meetings.** Except as otherwise provided by law or by the Certificate of Formation, special meetings of the Members may be called by the president, the Board of Directors or the holders or not less than forty (40) percent of the votes entitled to be cast at such meeting, and shall be held at such place, and at such time, as may be stated in the notice calling such meeting. Business transacted at any special meeting of Members shall be limited to the purpose stated in the notice of such meeting.



**Section 3.03 Notice of Meetings - Waiver.** Written or printed notice of each meeting of Members stating the place, day and hour of any meeting, and, in case of a special Members' meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of such meeting, either personally or by mail, by or at the discretion of the president, the Board of Directors, or the persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears in the records of the Association, with postage thereon prepaid. Such further or earlier notice shall be given as may be required by law. The signing by a Member of a written waiver of notice of any Members' meeting, whether before or after the time stated in such waiver, shall be equivalent to the receiving by him of all notice required to be given with respect to such meeting. Attendance by a Member, whether in person or by proxy, at a Members' meeting shall constitute a waiver of notice of such meeting. No notice of any adjournment of any meeting shall be required.

**Section 3.04 Fixing of Record Date.** For the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or any adjournment thereof, the Board of Directors of the Association may provide that as of a certain date not less than ten (10) days nor more than fifty (50) days preceding the meeting, only such individuals and legal entities being Members as of such date shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof.

**Section 3.05 Quorum and Presiding Officers.** Except as otherwise provided by law or these Bylaws, the holder of ten percent (10%) of the votes entitled to be cast at the meeting and represented in person or by proxy shall constitute a quorum at a meeting of Members, but the members present at any meeting, although representing less than a quorum, may from time to time adjourn the meeting to some other day and hour, without notice other than announcement at the meeting. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. The vote of the holders of a majority of the votes entitled to be cast and being present, in person or by proxy, at a meeting at which a quorum is present shall be the act of the Members' meeting, unless the vote of a greater number is required by law or the Declaration. The president shall preside at, and the secretary shall keep the records of; each meeting of Members, and in the absence of either such officer, his duties shall be performed by any officer authorized by these Bylaws or any person appointed by resolution duly adopted at the meeting.

**Section 3.06 Voting at Meetings.** Each Member shall have one (1) vote for each Lot he owns, on matters properly the subject of vote by Members; provided, however, that in all cases where more than one (1) party owns an interest in a Lot, only one (1) vote may be cast for such Lot.

**Section 3.07 Proxies.** A Member may vote either in person or by proxy executed in writing by such Member, or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless expressly provided therein to be irrevocable (and in no event shall it be irrevocable for more than eleven months) or unless otherwise made irrevocable by law.

**Section 3.08 Cumulative Voting.** No Member shall have the right to cumulate his vote in any election of directors.

**Section 3.09 Record of Members.** The Association shall keep at its principal office a record of its Members, giving the names and addresses of each Member.

**Section 3.10 Action Without Meeting.** Any action required by statute to be taken at a meeting of the Members of the Association, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, if done in compliance with relevant provisions of the Texas Property Code and these Bylaws, any such signed consent, or a signed copy thereof, shall be placed in the minute book of the Corporation.

## ARTICLE IV BOARD OF DIRECTORS

**Section 4.01 Number, Qualifications and Term.** The affairs of the Association shall be managed and controlled by the Board of Directors; and, subject to any restrictions imposed by law, by the Certificate of Formation, by the Declaration or by these Bylaws, the Board of Directors may exercise all the powers of the Association. Specifically, but without limitation, the Board of Directors shall be entitled to take such actions, and to give and withhold such consents, as may be required of the Association under the provisions of the Declaration. The Board of Directors shall consist of three (3) members (the "Initial Directors"). At the First Annual meeting the three (3) Board Members will be elected in the following manner: one Board member for a term of one (1) year; one Board member for a term of two (2) years; and one Board member for a term of three (3) years. The term that each individual receives will be based on the number of votes that they receive; i.e. the highest vote getter receives the longer terms. After the first election, each Board member will be elected for terms of three (3) years. The Board members shall be members of the Association.

**Section 4.02 Removal.** Any director or the entire Board of Directors may be removed from office for cause at any special meeting of Members upon the affirmative vote of a majority of the votes entitled to be cast at the meeting and present in person or by proxy, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If the notice calling such meeting shall have so provided, the vacancy caused by such removal may be filled at such meeting by the affirmative vote of a majority of votes entitled to be cast at the meeting and present in person or by proxy.

**Section 4.03 Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the vote of a majority of the remaining directors, even if such remaining directors comprise less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any position on the Board of Directors to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of the Members, or at a special meeting of Members duly called for such purpose.

**Section 4.04 Regular Meetings.** Regular meetings of the Board of Directors shall be held quarterly, at such place and time chosen by the Board of Directors, and at such other times and places as the Board of Directors shall determine. Notice of each regular meeting will be given to each director at his usual business or residence address by mail at least three (3) days before the meeting or by telegraph, fax, or telephone at least one (1) day before such meeting.

**Section 4.05 Special Meetings.** Special meetings of the Board of Directors shall be held at any time by call of the chairman of the Board of Directors, the president or any two (2) directors. The secretary shall give notice of each special meeting to each director at his usual business or residence address by mail at least three (3) days before the meeting or by telegraph, fax, or telephone at least one (1) day before such meeting. Except as otherwise provided by law, by the Certificate of Formation or by these Bylaws, such notice need not specify the business to be transacted at, or the purpose of, such meeting. No notice shall be necessary for any adjournment of any such meeting. The signing of a written waiver of notice of any special meeting by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the receiving of such notice. Attendance of a director at a meeting shall also constitute a waiver of notice of such meeting, except where a director attends a meeting for the express and announced purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 4.06 Quorum.** A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business and the act of not less than a majority of such quorum of the directors shall be required in order to constitute the act of the Board of Directors, unless the act of a greater number shall be required by law, by the Certificate of Formation or by these Bylaws, Directors present by proxy may not be counted toward a quorum.

**Section 4.07 Procedure at Meetings.** Annually, the Board of Directors shall appoint one (1) of their number both as chairman of the Board of Directors and president of the Association. The chairman of the Board of Directors shall preside at meetings of the Board of Directors. In his absence at any meeting, any officer authorized by these Bylaws or any member of the Board of Directors selected by the directors present shall preside. The secretary of the Association shall act as secretary at all meetings of the Board of Directors. In his absence, the presiding officer of the meeting may designate any person to act as secretary. At meetings of the Board of Directors, the business shall be transacted in such order as the Board of Directors may from time to time determine.

**Section 4.08 Presumption of Assent.** Any director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who votes in favor of such action.

**Section 4.09 Action Without a Meeting.** Any action required by statute to be taken at a meeting of the directors of the Association, or which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by each director entitled to vote at such meeting, and such consent shall have the same force and effect as a unanimous vote of the directors. Any action done without a meeting must comply with Section 209.005, Texas Property Code. Such signed consent, or a signed copy thereof, shall be placed in the minute book of the Corporation.

**Section 4.10 Compensation.** Directors as such shall not receive any compensation for their service.

**Section 4.11 Committees.** The Board of Directors may designate one (1) or more committees, which committees shall consist of two (2) or more persons, all of whom shall be directors or members of the Association. Such committees may exercise such authority of the Board of Directors in the affairs of the Association as the Board of Directors may by resolution duly delegate to it except as prohibited by law. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon him by law. Any member of the committees may be removed by the Board of Directors by the affirmative vote of a majority of the number of directors fixed by the Bylaws whenever in the judgment of the Board of Directors the best interests of the Association will be served thereby.

**Section 4.12 Open Meetings.** All meetings of the Board of Directors shall be held in compliance with Section 204.0051 of the Texas Property Code.

The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. The minutes of the proceedings of the committees shall be placed in the minute book of the Association.

## **ARTICLE V GENERAL POWERS AND DUTIES OF THE BOARD**

**Section 5.01 Powers and Duties.** The affairs of the Association shall be conducted by the Board of Directors. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without limiting the generality thereof, the Board of Directors, for the mutual benefit of the Members, shall have the powers and/or duties set forth in the Declaration and the following powers and/or duties.

(a) **To Enforce Terms of the Declaration.** If, as and when the Board of Directors, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration, the Certificate of Formation and these Bylaws by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, the promulgation and enforcement of the Association rules and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) **To Manage Common Areas.** To acquire (free and clear of any encumbrances), maintain and otherwise manage all or any part of the Common Areas and all facilities, improvements and landscaping thereon, and all personal properly acquired or owned by the Association;

(c) **To Execute Declarations.** To execute all declarations of ownership for tax assessment purposes and to pay any and all real and personal property taxes and other charges or assessments assessed against the Common Areas, if any, unless the same are separately assessed to all or any of the Owners, in which event such taxes shall be paid by such Owners;

(d) **To Secure Services.** To obtain, for the benefit of the Common Areas, all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board of Directors shall be necessary or proper;

(e) **To Contract for Insurance.** To contract for and maintain such policy or policies of insurance as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(f) **To Borrow.** To borrow funds to pay costs of operation or for capital improvements to the extent deemed advisable by the Board;

(g) **To Contract.** To enter into contracts for management, legal and accounting services, maintain one (1) or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Areas and enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association;

(h) **To Provide Legal Defense.** If, as and when the Board of Directors, in its sole discretion, deems necessary it may, but shall not be obligated to, take action to protect or defend the Common Areas or other property of the Association from loss or damage by suit or otherwise;

(i) **To File Law Suits.** If, as and when the Board of Directors, in its sole discretion, deems it necessary it may, but shall not be obligated to, sue and defend in any court of law on behalf of the Association or one (1) or more of its Members this includes any claim against an Owner that is also in the nature of an "enforcement action" found in the Texas Property Code;

(j) **To Make Operating Rules and Regulations.** To make reasonable rules and regulations for the operation and use of the Common Areas and to amend same from time to time;

(k) **To Provide Annual Report.** To make an unaudited annual report available at the annual meeting to each Owner and any individual or entity holding a mortgage or deed of trust on any Lot;

(l) **To Delegate.** To delegate its powers and duties to committees, officers or employees as provided in these Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the

Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties;

(m) **To Keep Records.** To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) or more of the outstanding votes of the Members, regardless of class;

(n) **To Elect Officers.** To elect the officers of the Association, as provided in these Bylaws;

(o) **To Fill Vacancies.** To fill vacancies on the Board of Directors, in accordance with the Bylaws hereof; and

(p) **To Have Incidental Operation.** Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Areas.

## ARTICLE VI OFFICERS AND THEIR DUTIES

**Section 6.01 Enumeration of Officers.** The officers of the Association shall be as follows:

(a) A President,

(b) A Vice President,

(c) A Secretary/ Treasurer

(d) Such other officers as the Board of Directors may from time to time by resolution create, who may or may not be members of the Board of Directors.

**Section 6.02 Election of Officers.** At its organizational meeting following the incorporation of the Association, the Directors shall elect officers. Thereafter, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 6.03 Term.** As necessary, the respective officers shall be elected annually by the Board of Directors and each officer shall hold office for one (1) year unless an officer shall sooner resign, be removed, or otherwise become disqualified to serve.

**Section 6.04 Special Appointments.** The Board of Directors may elect such other officers or appoint such other agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

**Section 6.05 Resignation and Removal.** Any officer may be removed from office by the Board of Directors with or without cause. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.06 Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

**Section 6.07 Multiple Offices.** The offices of President and Secretary may not be held by the same person. Otherwise, the same person may hold multiple offices.

**Section 6.08 Duties.** The duties of the officers are as follows:

(a) **President.** The president shall (i) preside at all meetings of the Board of Directors; (ii) see that orders and resolutions of the Board of Directors are carried out; (iii) sign all leases, mortgages, deeds and other written instruments; provided, however, that any duly authorized officer may sign checks and promissory notes; and (iv) shall perform such other duties as may be required by the Board of Directors.

(b) **Vice President.** The Vice President shall (i) act in the place and stead of the President in the event of the President's absence, inability or refusal to act and (ii) shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) **Secretary.** The Secretary shall make sure the following is done: (i) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; (ii) serve notice of meetings of the Board of Directors and of the Members; (iii) keep appropriate current records showing the Members of the Association together with their addresses; and (iv) perform such other duties as required by the Board of Directors.

(d) **Treasurer.** The Treasurer shall make sure the following is done: (i) receive and deposit in appropriate bank accounts all moneys of the Association; (ii) disburse such funds as directed by resolution of the Board; (iii) maintain the financial records of the Association; and (iv) perform such other duties of a similar nature as may be required by the Board of Directors.

## ARTICLE VII AMENDMENTS

The power to alter, amend, or repeal these Bylaws, or to adopt new Bylaws, shall be vested in the Members of the Association by fifty-one percent (51%) vote of the eligible Members; however, such power may be delegated by the Members to the Board of Directors by fifty-one percent (51%) vote of the eligible Members.

## ARTICLE VIII BOOKS AND RECORDS

**Section 9.01 Inspection by Members.** The membership register, books of account and minutes of meetings of the Members, of the Board of Directors and of committees shall be made available for inspection and copying by any Member or by the Member's appointed representative, in compliance with Section 209.005 Texas Property Code

**Section 9.02 Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned by the Association. The rights of inspection by a director include the right to make extra copies of documents.

## ARTICLE X INDEMNIFICATION

**Section 10.01.** Subject to the applicable provisions of the Texas Business Organizations Code and other relevant Texas law, the Association may indemnify directors, officers, agents and employees as follows:

### 1. Extent.

(a) **Statutory Required Indemnification.** The Association shall indemnify its directors and officers against reasonable expenses incurred in connection with a proceeding in which the director or officer is named as a defendant or respondent because he is or was a director or officer of the Association if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding. The Association may, at the direction and in the sole discretion of the Board of Directors, pay for or reimburse the director or officer for the payment of his reasonable expenses in advance of the final disposition of his reasonable expenses in advance of the final disposition of the proceeding, provided that the Association receives in writing (i) an affirmation by the director or officer of his good faith belief that he has met the standards of conduct necessary for indemnification under Section 8.101 of the Texas Business Organizations Code and under other relevant Texas law, and (ii) an undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined such standards of conduct have not been met.

(b) **Permitted Indemnification.** The Association, at the direction of and in the sole discretion of the Board of Directors, shall have the right, to such further extent as permitted by law, but not the obligation to indemnify any person who (i) is or was a director, officer, employee, or agent of the Association, or (ii) while a director, officer, employee, or agent of the Association, is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(c) **Insurance.** The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the Association or who is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against that liability pursuant to the provisions of the Texas Business Organizations Code and other relevant Texas law. Furthermore, the Association, may for the benefit of persons indemnified by the Association, (i) create a trust fund; (ii) establish any form of self-insurance; (iii) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (iv) establish a letter of credit, guaranty, or surety arrangement.

## ARTICLE XI AMENDMENTS

These Bylaws or the Certificate of Formation may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, as provided in Article VII of these Bylaws;

## ARTICLE XII MISCELLANEOUS

**Section 12.01 Dividends.** No dividend shall be paid, and no part of the income of the Association shall be distributed, to the Members, directors, or officers of the Association.

**Section 12.02 Contracts.** The president shall have the power and authority to execute, on behalf of the Association, contracts or instruments in the usual and regular course of the Association's affairs, and in addition, the Board of Directors may authorize any officer or officers, agent or agents, of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or by these Bylaws, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit or to render it pecuniarily liable for any purpose or in any amount.

**Section 12.03 Checks, Drafts, etc.** All checks, drafts, or other orders for the payment of money, notes or other evidences of Indebtedness issued in the name of the Association shall be signed by such officers or employees of the Association as shall from time to time be authorized pursuant to these Bylaws or by resolution of the Board of Directors.

**Section 12.04 Depositories.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Directors may from time to time designate, and upon such terms and conditions as shall be fixed by the Board of Directors. The Board of Directors may from time to time authorize, or may delegate to any officer the power to authorize, the opening and maintaining of any such depository, as it may designate, of general and special accounts, and may make, or delegate to any officer the power to make, such, special rules and regulations with respect thereto as it may deem.

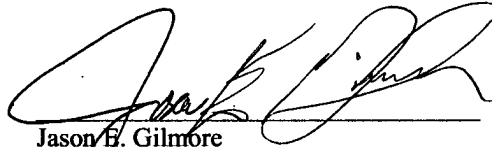
**Section 12.05 Corporate Seal.** The Association does not have a corporate seal; however, the Board of Directors at their sole discretion may require the use of a Corporate Seal in the future.

**Section 12.06 Fiscal Year.** The Fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

**Section 12.07 Interpretation.** In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; however, to the extent reasonably practical, the Certificate of Formation, Bylaws, and Declaration shall be construed and interpreted together as consistent and non-conflicting documents, such being the intent thereof.

APPROVED by the Board of Directors on the 26<sup>TH</sup> day of September, 2013.

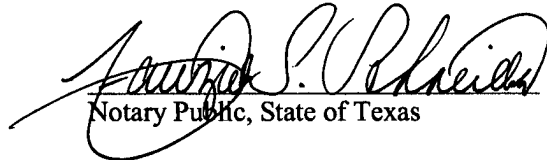


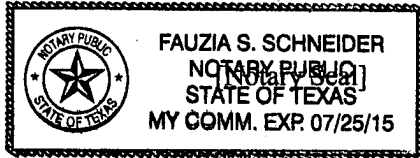
  
Jason E. Gilmore  
President

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

Before me, the undersigned authority, on this day personally appeared Jason E. Gilmore, President of Pine Lakes Section One Community Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 26<sup>th</sup> day of SEPTEMBER, 2013.

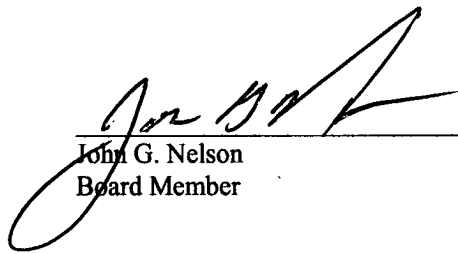
  
Notary Public, State of Texas



FAUZIA S. SCHNEIDER  
Printed Name

My commission expires: 07/25/15

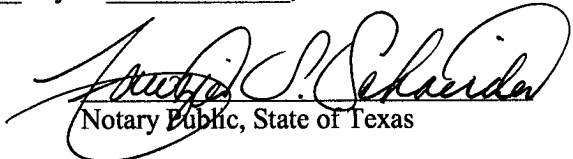
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Attn: M. Susan Rice, PC  
39340 IH 10 West, Ste D  
Boerne, TX 78006

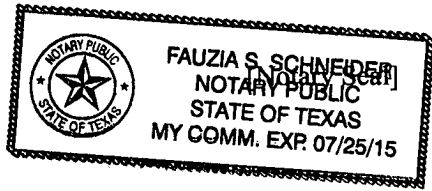
  
\_\_\_\_\_  
John G. Nelson  
Board Member

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

Before me, the undersigned authority, on this day personally appeared John G. Nelson, President of Pine Lakes Section One Community Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

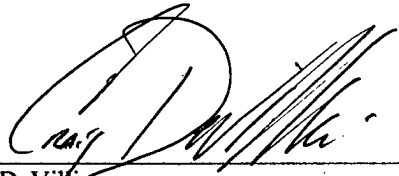
Given under my hand and seal of office this 25<sup>th</sup> day of SEPTEMBER, 2013.

  
\_\_\_\_\_  
Notary Public, State of Texas



FAUZIA S. SCHNEIDER  
Printed Name

My commission expires: 07/25/15

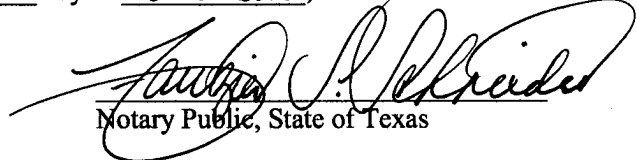


Craig DeVillier  
Board Member

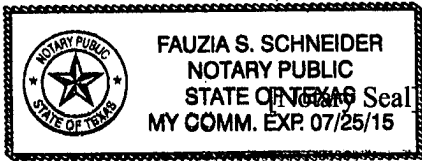
STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

Before me, the undersigned authority, on this day personally appeared Craig DeVillier, President of Pine Lakes Section One Community Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 26<sup>th</sup> day of SEPTEMBER, 2013.



Notary Public, State of Texas



FAUZIA S. SCHNEIDER  
Printed Name

My commission expires: 07/25/15

2013 OCT 02 08:00 AM

**FILED FOR RECORD  
8:00 AM**

**OCT -2 2013**

*Stan Stewart*  
**County Clerk, Harris County, Texas**

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

**OCT -2 2013**



*Stan Stewart*  
**COUNTY CLERK  
HARRIS COUNTY, TEXAS**

**PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

Notice  
w

STATE OF TEXAS

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS the PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

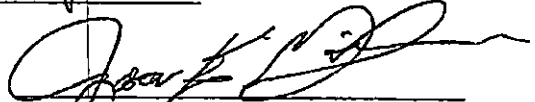
1. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

2013-10-02 10:02:13

PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
Guidelines for Display of Certain Religious Items  
Page 2 of 3

Approved and adopted by the Board on this 26th day of September 2013.



JASON E. GILMORE  
President of Pine Lakes Section One  
Community Homeowners Association,  
Inc.

lon  
lee

✓  
Ref: M. Susan Rice, PE  
39340 I-10 West, Ste D  
Boerne, TX 78006

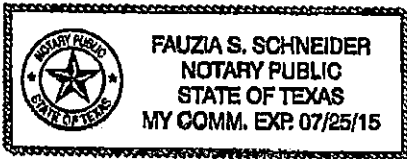
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PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
Guidelines for Display of Certain Religious Items  
Page 3 of 3

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared Jason E. Gilmore, President of Pine Lakes Section One Community Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 16<sup>th</sup> day of SEPTEMBER 2013.



*Fauzia S. Schneider*  
Notary Public, State of Texas

FAUZIA S. SCHNEIDER  
Printed Name

My commission expires: 07/25/15

10-10-11

HP 088-97-1845

FILED FOR RECORD  
8:00 AM

OCT -2 2013

*Stan Stewart*  
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

OCT -2 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



4  
Notice  
W

**PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS                   §  
  §                                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HARRIS           §

WHEREAS the PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling; or
  - b. on the roof of any other approved structure; or
  - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
  - a. have no portion of the Device higher than the roof section to which it is attached; and
  - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and

PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

Guidelines for Solar Energy Devices

Page 2 of 4

- c. conform to the slope of the roof; and
  - d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
  - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory ([www.nrel.gov](http://www.nrel.gov)) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
  7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
  8. Installed Devices may not:
    - a. threaten public health or safety; or
    - b. violate any law; or
    - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
  9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
Guidelines for Solar Energy Devices  
Page 3 of 4

Approved and adopted by the Board on this 26<sup>th</sup> day of September 2013.



JASON E. GILMORE  
President of Pine Lakes Section  
One Community Homeowners Association,  
Inc.

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lee

✓✓

Ret: M. Susan Rice, P.C  
39340 I-10 West, Ste D  
Boerne, Tx 78006

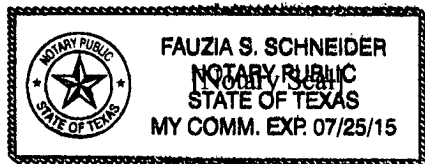
SECRET-25-8888-211

STATE OF TEXAS                   §  
    §  
 COUNTY OF HARRIS               §

Before me, the undersigned authority, on this day personally appeared Jason E. Gilmore, President of PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 26<sup>th</sup> day of SEPTEMBER 2013.

*Fauzia S. Schneider*  
 Notary Public, State of Texas



FAUZIA S. SCHNEIDER  
 Printed Name

My commission expires: 07/25/15

003-97-1040

FILED 0888-97-1841

**FILED FOR RECORD  
8:00 AM**

**OCT -2 2013**

*Sta Stewart*  
**County Clerk, Harris County, Texas**

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

**OCT -2 2013**



*Sta Stewart*  
**COUNTY CLERK  
HARRIS COUNTY, TEXAS**

3  
Notice

**PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
PAYMENT PLAN POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to property Owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Owners are entitled to make partial payments for amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties, and delinquent collection related fees will be not be added to the Owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association.
4. The Payment Plan becomes effective and is designated as "active" upon:
  - a. Receipt of a fully completed and signed Payment Plan form; and
  - b. Receipt of the first payment under the plan; and
  - c. Acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as twelve (12) months.
6. On a case-by-case basis, upon request of the Owner and concurrence of the Board, the Owner and the Board can agree to more than one Payment Plan to assist the Owner in paying the amount that is owed.
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.

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PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

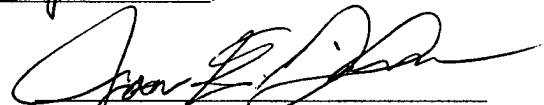
Payment Plan Policy

Page 2 of 3

8. If an Owner requests a Payment Plan that will extend into the next assessment cycle, the Owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an Owner fails to make payments as specified in the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the Owner that the Payment Plan has been voided. A Payment Plan will be voided if the Owner:
  - a. Fails to return a signed Payment Plan form with the initial payment; or
  - b. Misses a payment due in a calendar month; or
  - c. Does not make up a payment if notified by the Association of a missed payment as a courtesy; or
  - d. Makes a payment for less than the agreed upon amount and does not make up the deficit on the next payment; or
  - e. Fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the Owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any Owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 26th day of September, 2013.



JASON E. GILMORE  
President of Pine Lakes Section One  
Community Homeowners Association,  
Inc.

lee  
lee

RP 088-97-1859

PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

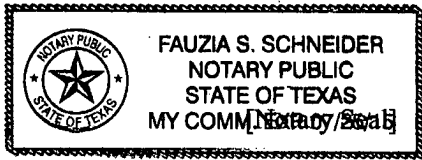
Payment Plan Policy

Page 3 of 3

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

Before me, the undersigned authority, on this day personally appeared Jason E. Gilmore, President of Pine Lakes Section One Community Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 26<sup>th</sup> day of SEPTEMBER 2013.



*Fauzia S. Schneider*  
Notary Public, State of Texas

FAUZIA S. SCHNEIDER  
Printed Name

My commission expires: 07/25/15

Ret: M. Susan Rice  
39340 I-10 West, ste D  
Boerne, TX 78006

0981-26-888 PH



REF 088-97-1861

FILED FOR RECORD  
8:00 AM

OCT -2 2013

*Stan Stewart*  
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

OCT -2 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

3  
Notice

**PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

w

STATE OF TEXAS                    §  
  §                                    **KNOW ALL PERSONS BY THESE PRESENTS:**  
COUNTY OF HARRIS               §

WHEREAS the PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
  - a. placement behind a solid fence, a structure or vegetation; or
  - b. by burying the tanks or barrels; or
  - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
  - a. the barrel must not exceed 55 gallons; and
  - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
  - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

RP 000-97-1033

PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

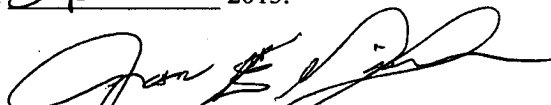
Guidelines for Rainwater Recovery Systems

Page 2 of 3

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 26<sup>th</sup> day of September 2013.



JASON E. GILMORE  
President of Pine Lakes Section One  
Community Homeowners Association,  
Inc.

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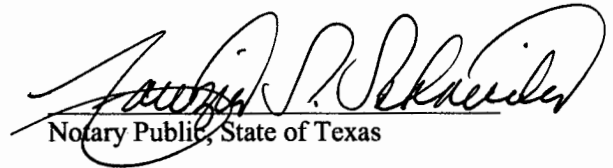
Ret: M. Susan Rice, PC  
39340 I-10 West, Ste D  
Boerne, Tx 78006

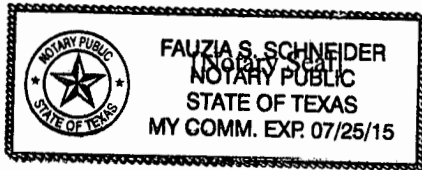
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STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

Before me, the undersigned authority, on this day personally appeared Jason E. Gilmore, President of Pine Lakes Section One Community Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 26<sup>th</sup> day of SEPTEMBER, 2013.

  
Notary Public, State of Texas



FAUZIA S. SCHNEIDER  
Printed Name

My commission expires: 07/25/15

SEP 26 2013 11:35 AM

FILED FOR RECORD  
8:00 AM

OCT -2 2013

*Stan Stewart*  
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

OCT -2 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

HP 088-97-1836

**PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

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WHEREAS the PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
  - 1.1. the flag of the United States; and
  - 1.2. the flag of the State of Texas; and
  - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
  - 2.1. flags for schools, sports teams, businesses or foreign countries; or
  - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
  - 2.3. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.

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PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

Guidelines for Display of Flags

Page 2 of 4

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
  - 11.1. in any location other than the Owner's property; or
  - 11.2. within a ground utility easement or encroaching into an aerial easement; or
  - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
  - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
  - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
  - 12.1. be ground mounted in the vicinity of the flag; and
  - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
  - 12.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
  - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

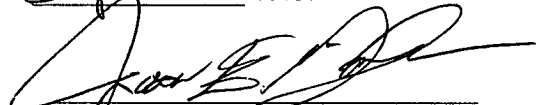
Guidelines for Display of Flags

Page 3 of 4

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 26th day of September 2013.



JASON E. GILMORE

President of Pine Lakes Section One  
Community Homeowners Association,  
Inc.

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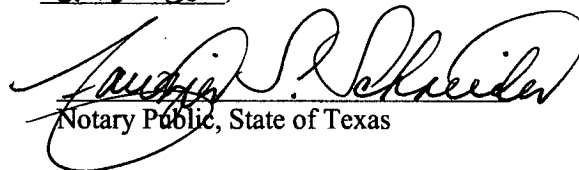


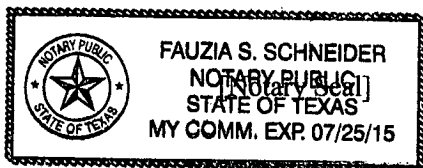
PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
Guidelines for Display of Flags  
Page 4 of 4

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared Jason E. Gilmore, President of PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 26<sup>th</sup> day of SEPTEMBER, 2013.

  
Notary Public, State of Texas



FAUZIA S. SCHNEIDER  
Printed Name

My commission expires: 07/25/15

✓  
Reti M. Susan Rice, PC  
39340 I-10 West, Ste D  
Boerne, TX 78006

2013-09-27-1536

RP 088-97-1857

FILED FOR RECORD  
8:00 AM

OCT -2 2013

*Stan Stewart*  
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

OCT -2 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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Notice

**PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
RECORDS PRODUCTION AND COPYING POLICY**

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS the PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding Owner access to Association Documents and records ("Records"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property Owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every property Owner. An Owner may also provide access to Records to any other person they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the Owner, the Owner must include a copy of his/her photo ID or have the proxy notarized.
2. An Owner, or their proxy as described in section 1, must submit a written request for access to Records. The letter must:
  - a. Be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. Contain sufficient detail to identify the specific Records being requested; and
  - c. Indicate whether the Owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method, and address:
    - (1) Format: electronic files, compact disk, or paper copies.
    - (2) Delivery method: email, certified mail, or pick-up.
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
  - a. A written notice that the Records are available and offer dates and times when the Records may be inspected by the Owner or their proxy during normal business hours at the office of the Association; or
  - b. The requested Records, if any, required advance payment had been made; or

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PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
Records Production and Copying Policy  
Page 2 of 4

- c. A written notice that the requested Records are available for delivery once a specific required payment is made; or
  - d. A written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method, or the delivery address; or
  - e. A written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice.
4. The following Association Records are not available for inspection by Owners or their proxies:
- a. The financial records associated with an individual Owner; and
  - b. Deed restriction violation details for an individual Owner; and
  - c. Personal information, including contact information other than address for an individual Owner; and
  - d. Attorney files and Records in the possession of the attorney; and
  - e. Attorney-client privileged information in the possession of the Association.

(The information in; a, b, and c will be released if the Association receives express written approval from the Owner whose Records are the subject of the request for inspection).

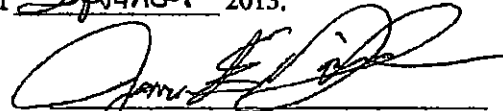
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the Owner or their proxy will be given access to equipment to view the electronic records. The Association shall not be required to transfer such electronic Records to paper format unless the Owner or their proxy agrees to purchase such copies.
6. If an Owner or proxy inspecting Records requests copies of certain Records during the inspection, the Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The Owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead, and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:
- a. Black and white 8½"x11" single sided copies.....\$0.10 each
  - b. Black and white 8½"x11" double sided copies....\$0.20 each
  - c. Color 8½"x11" single sided copies.....\$0.50 each
  - d. Color 8½"x11" double sided copies.....\$1.00 each
  - e. PDF images of documents.....\$0.10 per page
  - f. Compact disk.....\$1.00 each
  - g. Labor and overhead.....\$18.00 per hour
  - h. Mailing supplies.....\$1.00 per mailing
  - i. Postage.....At cost
  - j. Other supplies.....At cost
  - k. Third party fees.....At cost

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8. Any costs associated with a Records request must be paid in advance of delivery by the Owner or their proxy. An Owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this policy.
9. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the Owner on or before the 30<sup>th</sup> day after the Records are delivered. The Owner agrees to pay any additional amount due within thirty (30) days after the date the Records are sent to them. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
10. On a case-by-case basis where an Owner request for Records is deemed to be minimal, the Association or its' Managing Agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding Records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 26<sup>th</sup> day of September 2013.



JASON E. GILMORE  
President of Pine Lakes Section One  
Community Homeowners Association,  
Inc.

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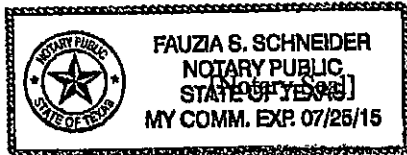
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STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

Before me, the undersigned authority, on this day personally appeared Jason E. Gilmore, President of Pine Lakes Section One Community Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 21<sup>st</sup> day of SEPTEMBER, 2013.

*Fauzia S. Schneider*  
Notary Public, State of Texas



FAUZIA S. SCHNEIDER  
Printed Name

My commission expires: 07/25/15

Ret: M. Susan Rice, PC  
39340 I-10 West, Ste D  
Boerne, TX 78006

HP 0888-97-1875

RP 088-5-1876

FILED FOR RECORD  
8:00 AM

OCT -2 2013

*Stan Stewart*  
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW,  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

OCT -2 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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Notice

**PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.  
VOTING, TABULATION OF BALLOTS, AND ACCESS TO BALLOTS POLICY**

STATE OF TEXAS                   §  
  §                                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HARRIS           §

WHEREAS the PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended, to add Sections 209.056, 209.057, 209.058, 209.059, 209.00592, 209.00593, and 209.00594 thereto regarding Voting, Tabulation of Ballots, and Access to Ballots Policy; and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for voting, tabulation of ballots, and access to ballots consistent with the Sections identified above and to provide clear and definitive guidance to property Owners.

NOW, THEREFORE, the Board has duly adopted the following *Voting, Tabulation of Ballots, and Access to Ballots Policy*.

I. NOTICE OF ELECTION OR ASSOCIATION VOTE

A. Not later than the 10<sup>th</sup> day or earlier than the 60<sup>th</sup> day before the date of an election or vote, the Association shall give written notice of the election or vote to:

- (1) Each Owner of property for an Association wide election or vote.

II. RECOUNT OF VOTES

A. Within 15 days of the day of the meeting when the election was held, an Owner may require a recount if the request is submitted in writing either:

- (1) By certified mail or by USPS with signature confirmation to the address in the management certificate; or
- (2) In person to the managing agent as reflected in the management certificate or to the address where the proxies are mailed.

B. At the Owner's expense, the Association shall retain the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who:

- (1) Is not a member of the Association or related to a Board member within the third degree of consanguinity or affinity; and
- (2) Is a current or former; County Judge, County Elections Administrator, Justice of the Peace, or County Voter Registrar; or
- (3) A person agreed on by the Association and persons requesting the recount.

C. The recount must be performed on or before the 30<sup>th</sup> day after the date of receipt of the request and payment for the recount.

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PINE LAKES SECTION ONE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

Voting, Tabulation of Ballots, and Access to Ballots Policy

Page 2 of 4

- D. If the recount changes the result of the election then the Association has to reimburse the Owner for the costs of the recount.
- E. The Association shall provide the results of the recount to each Owner that requested the recount.
- F. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

III. BALLOTS

- A. Any vote cast in an election or vote by a member must be in writing and signed by the member.
  - (1) Electronic votes constitute written and signed ballots.
  - (2) In an Association wide election, written and signed ballots are not required for an uncontested race.

IV. RIGHT TO VOTE

- A. A provision in a dedicatory instrument that disqualifies an Owner from voting in the election of Board members or any matter concerning the rights or responsibilities of the Owner is void.

V. VOTING: QUORUM

- A. The voting rights of an Owner can be cast in the following manner:
  - (1) In person or by proxy at a meeting of the Association; or
  - (2) By absentee ballot; or
  - (3) By electronic ballot; or
  - (4) By any method of representative or delegated voting provided by a dedicatory instrument.
- B. Absentee or electron ballot:
  - (1) May be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
  - (2) May not be counted if the Owner attends the meeting to vote in person;
  - (3) May not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or election ballot.
- C. Solicitation for votes by absentee ballot must include:
  - (1) An absentee ballot that contains each proposed action with the opportunity to vote for or against each proposal;
  - (2) The following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

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- D. Electronic ballot means a ballot given by:
- (1) Email, facsimile, or posting on an internet website, for which the identity of the Owner submitting the ballot can be confirmed; and
  - (2) The Owner can receive a receipt of the electronic transmission and receipt of the ballot.
- E. If the electronic ballot is posted on an internet website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

VI. TABULATION OF AND ACCESS TO BALLOTS

- A. A person who is a candidate in an Association election, or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election or vote. This person or a person besides the one who tabulated the votes may be given access to the ballots cast in the election or vote as part of a recount process that is authorized by law.
- B. A person, other than a person described above may tabulate votes in an Association election or vote, but may not disclose to any other person how an individual voted.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding voting, tabulation of ballots, and access to ballots which may have previously been in effect. Except as affected by Sections 209.056, 209.057, 209.058, 209.059, 209.00592, 209.00593, 209.00594, and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 26th day of September, 2013.



JASON E. GILMORE  
President of Pine Lakes Section One  
Community Homeowners Association,  
Inc.

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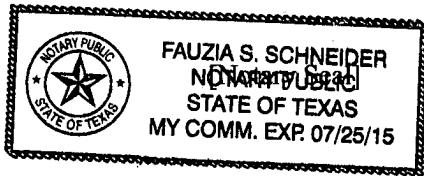
RE 088-97-1848

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

Before me, the undersigned authority, on this day personally appeared Jason E. Gilmore, President of Pine Lakes Section One Community Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 21<sup>st</sup> day of SEPTEMBER 2013.

*Fauzia S. Schneider*  
Notary Public, State of Texas



FAUZIA S. SCHNEIDER  
Printed Name

My commission expires: 07/25/15

✓  
Att: M. Susan Rice, PC  
39340 I-10 West, Ste D  
Boerne, Tx 78009

RP 038-97-1849

RRP 088-97-1850

**FILED FOR RECORD  
8:00 AM**

**OCT -2 2013**

*Star Stewart*  
**County Clerk, Harris County, Texas**

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

**OCT -2 2013**



*Star Stewart*  
**COUNTY CLERK  
HARRIS COUNTY, TEXAS**



**ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION**  
(NOT FOR USE WITH CONDOMINIUMS)  
**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**



**6426 Alicia Way Lane, Katy, TX 77493**

(Street Address and City)

**Crest Management**

**281-945-467**

(Name of Property Owners Association, (Association) and Phone Number)

**A. SUBDIVISION INFORMATION:** "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within \_\_\_\_\_ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within \_\_\_\_\_ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer  does  does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 4. Buyer does not require delivery of the Subdivision Information.

**The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.**

**B. MATERIAL CHANGES.** If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

**C. FEES AND DEPOSITS FOR RESERVES:** Except as provided by Paragraphs A and D, Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$250 and Seller shall pay any excess.

**D. AUTHORIZATION:** Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal),  Buyer  Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

**NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION:** The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

[Signature box]

Buyer

*Justin Bauman*  
dotloop verified  
04/05/21 8:17 PM CDT  
NRY-2YXR-X30J-AGWO

Seller

[Signature box]

Buyer

*Joanna Bauman*  
dotloop verified  
04/05/21 8:01 PM CDT  
18V5-2KV7-QVES-1SOD

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-9. This form replaces TREC No. 36-8.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-02-2015

# DISCLOSURE OF RELATIONSHIP WITH RESIDENTIAL SERVICE COMPANY

**RESIDENTIAL SERVICE CONTRACTS.** A residential service contract is a product under which a residential service company, for a fee, agrees to repair or replace certain equipment or items in a property. Co-payments typically apply to most service calls. Residential service companies are licensed and regulated by the Texas Real Estate Commission. The extent of coverage and the cost of coverage will vary. Before buying a residential service contract, the buyer should read the contract and consider comparing it with the extent of coverage and costs from several other residential service companies. You may obtain a list of the residential service companies licensed in Texas at <http://www.trec.texas.gov>. **YOU MAY CHOOSE ANY COMPANY.**

**THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT IS OPTIONAL.** The TREC promulgated residential contract forms contain a paragraph in which the parties may negotiate whether the seller will reimburse the buyer the cost of a residential service contract. The choice of the residential service company and extent of coverage lies with the buyer. **NEITHER A BROKER/SALES AGENT NOR A SELLER MAY CONDITION THE SALE OF A PROPERTY ON THE BUYER'S PURCHASE OF A RESIDENTIAL SERVICE CONTRACT.**

- Other Broker/Sales Agent will receive no compensation from a residential service company.
- Listing Broker/Sales Agent will receive no compensation from a residential service company.
- Other Broker/Sales Agent receives compensation from the following residential service company:
- Listing Broker/Sales Agent receives compensation from the following residential service company:

for providing the following services:

for providing the following services:

The compensation is not contingent upon a party to the real estate transaction purchasing a contract or services from the residential service company.

The compensation is the fee for the services that Listing Broker or Other Broker, either directly or through an agent, provides to the company. As required by the Real Estate Settlement Procedures Act and HUD Regulation X, any fees paid to a settlement services provider are limited to the reasonable value of services actually rendered.

Other Broker's Name \_\_\_\_\_ License No. \_\_\_\_\_

Keller Williams Premier Realty 414770  
Listing Broker's Name License No.

By:

By: *David Thelen* dotloop verified  
04/02/21 11:05 AM CDT  
WSJZ-H2HY-YWGO-2PKV

The undersigned acknowledges receipt of this notice:

Buyer

*Justin Bauman* dotloop verified  
04/05/21 8:01 PM CDT  
KTBB-EFN4-RX0I-AB1W

Seller

Buyer

*Joanna Bauman* dotloop verified  
04/05/21 8:01 PM CDT  
LSHS-DMJB-AAQY-1RH4

Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms or contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) RSC-2.



## NOTICE OF INFORMATION FROM OTHER SOURCES

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2008

To: \_\_\_\_\_  
\_\_\_\_\_

From: Keller Williams Premier Realty (Broker)

Property Address: 6426 Alicia Way Lane, Katy, TX 77493

Date: 04/02/2021

(1) Broker obtained the attached information, identified as square footage, lot size, subdivision, HOA information, deed restrictions, school zoning, year built, condition, upgrades, and all other information

\_\_\_\_\_

from Sellers, public tax records, public school zoning websites, other public websites.

\_\_\_\_\_

(2) Broker has relied on the attached information and does not know and has no reason to know that the information is false or inaccurate except: n/a

\_\_\_\_\_

\_\_\_\_\_

(3) **Broker does not warrant or guarantee the accuracy of the attached information. Do not rely on the attached information without verifying its accuracy.**

Keller Williams Premier Realty

Broker

By: David Thelen dotloop verified  
04/02/21 11:05 AM CDT  
H3BX-NTJB-UTOZ-TN9L

Receipt of this notice is acknowledged by:

\_\_\_\_\_

Signature Date

\_\_\_\_\_

Signature Date



## SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2019

Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 6426 Alicia Way Lane, Katy, TX 77493

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller  is  is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?  N/A \_\_\_\_\_ (approximate date) or  never occupied the Property

**Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)**

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Liquid Propane Gas:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-LP Community (Captive)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rain Gutters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-LP on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof/Attic Vents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sauna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outdoor Grill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke Detector – Hearing Impaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Patio/Decking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Spa	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fences	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV Antenna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
French Drain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washer/Dryer Hookup	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Maint. Accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Window Screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool Heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Sewer System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: 1
Evaporative Coolers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: NA
Wall/Window AC Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: N/A
Attic Fan(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe: N/A
Central Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: 1
Other Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes describe: N/A
Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of ovens: 1 <input type="checkbox"/> electric <input checked="" type="checkbox"/> gas <input type="checkbox"/> other:
Fireplace & Chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> wood <input checked="" type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other:
Carport	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units: 1 number of remotes: 2
Satellite Dish & Controls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from
Security System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> owned <input type="checkbox"/> leased from
Solar Panels	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from
Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas <input type="checkbox"/> other: 1 number of units:
Water Softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from
Other Leased Item(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe:

(TXR-1406) 09-01-19

Initialed by: Buyer:  and Seller:

05/05/21  
12:15 PM CDT  
dotloop verified

05/05/21  
1:12 PM CDT  
dotloop verified



Concerning the Property at 6426 Alicia Way Lane, Katy, TX 77493

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> automatic	<input type="checkbox"/> manual	areas covered: Flower beds and Entire Yar
Septic / On-Site Sewer Facility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by:  city  well  MUD  co-op  unknown  other: \_\_\_\_\_

Was the Property built before 1978?  yes  no  unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: Asphalt Shingles Age: 14 (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?  yes  no  unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair?  yes  no If yes, describe (attach additional sheets if necessary): \_\_\_\_\_

**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N	Item	Y	N	Item	Y	N
Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation / Slab(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Structural Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

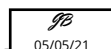
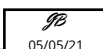
If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): Outer Brick shows efflorescence due to water from watering before sprinkling system.

**Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N	Condition	Y	N
Aluminum Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous treatment for termites or WDI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Roof Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

(TXR-1406) 09-01-19

Initialed by: Buyer:  and Seller:

 05/05/21 12:15 PM CDT dotloop verified  
 05/05/21 1:12 PM CDT dotloop verified

Concerning the Property at 6426 Alicia Way Lane, Katy, TX 77493

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?**  yes  no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 5. Are you (Seller) aware of any of the following conditions?\*** (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- Present flood insurance coverage (if yes, attach TXR 1414).
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- Located  wholly  partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR) (if yes, attach TXR 1414).
- Located  wholly  partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located  wholly  partly in a floodway (if yes, attach TXR 1414).
- Located  wholly  partly in a flood pool.
- Located  wholly  partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): \_\_\_\_\_

\*For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

(TXR-1406) 09-01-19

Initialed by: Buyer:

and Seller:    
05/05/21 12:15 PM CDT dotloop verified | 05/05/21 1:12 PM CDT dotloop verified

Page 3 of 6

**Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?\***  yes  no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

**Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property?**  yes  no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

**Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)**

**Y N**

Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:  
Name of association: Unkn  
Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fees or assessments are: \$ 350 per Year \_\_\_\_\_ and are:  mandatory  voluntary  
Any unpaid fees or assessment for the Property?  yes (\$ \_\_\_\_\_)  no  
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:  
Any optional user fees for common facilities charged?  yes  no If yes, describe: \_\_\_\_\_

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

Any condition on the Property which materially affects the health or safety of an individual.

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

The Property is located in a propane gas system service area owned by a propane distribution system retailer.

Any portion of the Property that is located in a groundwater conservation district or a subsidence district. If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

Section 9. Seller  has  has not attached a survey of the Property.

Section 10. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?  yes  no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 11. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Senior Citizen
- Disabled
- Wildlife Management
- Agricultural
- Disabled Veteran
- Other: \_\_\_\_\_
- Unknown

Section 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider?  yes  no

Section 13. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?  yes  no If yes, explain: \_\_\_\_\_

Section 14. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?\*  unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

*Justin Bauman*  
 Signature of Seller dotloop verified  
05/05/21 12:15 PM CDT  
LE9F-KL6T-PQMO-FQTO  
 \_\_\_\_\_  
 Date

*Joanna Bauman*  
 Signature of Seller dotloop verified  
05/05/21 1:12 PM CDT  
HGTY-CM2V-RZ85-SXR8  
 \_\_\_\_\_  
 Date

Printed Name: Justin Bauman

Printed Name: Joanna Bauman

**ADDITIONAL NOTICES TO BUYER:**

(TXR-1406) 09-01-19

Initialed by: Buyer:

and Seller: *JB*  
05/05/21  
12:15 PM CDT  
dotloop verified, *JB*  
05/05/21  
1:12 PM CDT  
dotloop verified

Concerning the Property at 6426 Alicia Way Lane, Katy, TX 77493

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov/SexOffenderRegistry>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

(6) The following providers currently provide service to the Property:

Electric: <u>Centerpoint</u>	phone #: <u>Unk</u>
Sewer: <u>City of Katy</u>	phone #: <u>Unkn</u>
Water: <u>City of Katy</u>	phone #: <u>Unkn</u>
Cable: <u>Dish</u>	phone #: <u>Unkn</u>
Trash: <u>Unknown affiliated with City of Katy</u>	phone #: <u>Unkn</u>
Natural Gas: <u>Centerpoint</u>	phone #: <u>Unkn</u>
Phone Company: <u>Consolidated</u>	phone #: <u>Unkn</u>
Propane: <u>No</u>	phone #: <u>Unkn</u>
Internet: <u>Consolid</u>	phone #: <u>Unkn</u>

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer Date

Printed Name: Justin Bauman 5/3/2021

Signature of Buyer Date

Printed Name: Joanna Bauman 5/3/2021

Property Address: 6426 Alicia Way Ln.



THINGS WE ❤️ ABOUT THIS HOME:

1. Covered Patio
2. Lot, backyard - great size
3. Privacy
4. No houses behind us
5. Beautiful Sunsets
6. Great Neighbors around us!
7. Granite Countertop
8. Layout of house
9. \_
10. \_

THINGS WE ❤️ ABOUT THIS COMMUNITY:

1. Feeling secure
2. Quiet
3. Great Neighbors
4. Great school dis
5. Location!

AVERAGE UTILITY BILLS:

	Company Name	Summer Avg.	Winter Avg.
Gas	Cen	\$35 per month	Unkno
Electricity	Stream	\$125 per month	\$89 per month
Water	City of Katy	Unkn	Unkn

OTHER SERVICE PROVIDER REFERRALS:

Lawn Maintenance: No  
Pool Service: No  
Maid Service: No  
Alarm Service: Brinks  
Other: \_\_\_\_\_

OTHER DETAILS:

Mailbox keys (#) \_\_\_\_\_ Mailbox # and Location: In front of home  
Trash Pick-up days: Wed Trash can provided?  Yes  No  
Recycling available?  Yes  No What Day/Rules? Wed

*Welcome Home*



Property Address: 6426 Alicia Way Ln. Katy, Texas 77493

Please check or circle any of the following items that you will be excluding from the sale of your property.

- Curtains & rods, draperies & rods, valances, blinds or window shades
- Window screens, shutters, awnings, mailbox
- Wall to wall carpeting, area rugs
- Mirrors fixed in place, decorative mirrors
- Ceiling fans, attic fans
- TV wall mounts, TV antennae, satellite dish system/controls, built-in speakers
- Heating and air conditioning units and equipment
- Built-in security, fire equipment
- All swimming pool equipment, portable spa
- Shrubby, plants
- Permanently installed outdoor cooking equipment
- Fireplace screens, gas logs or rocks
- Swing sets, playground equipment
- Fountains, bird baths, statues, lights in the yard
- Bookshelves attached, or appearing to be attached, to walls
- Workbench or shelves in garage or storage areas
- Alarm system: IS YOUR SECURITY SYSTEM \_\_ LEASED OR \_\_ OWNED?
- Other (please specify):

Security Cameras are staying, \_\_\_\_\_

Wooden and Metal storage sheds are staying \_\_\_\_\_

*Joanna Bauman* dotloop verified  
 04/10/21 9:23 AM CDT  
 YCPG-V5FA-PIVR-STM5

Seller

*Joanna Bauman* dotloop verified  
 04/10/21 9:23 AM CDT  
 YJ1P-EGIQ-YG4X-PYIN

Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer



## Upgrade List

1. Wood Floors
2. Granite Counter
3. Covered back porch
4. Travertine back splash and kitchen bar wall
5. Tile Floors
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
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17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

Date: 4/10/2021

Initials:

Initials: