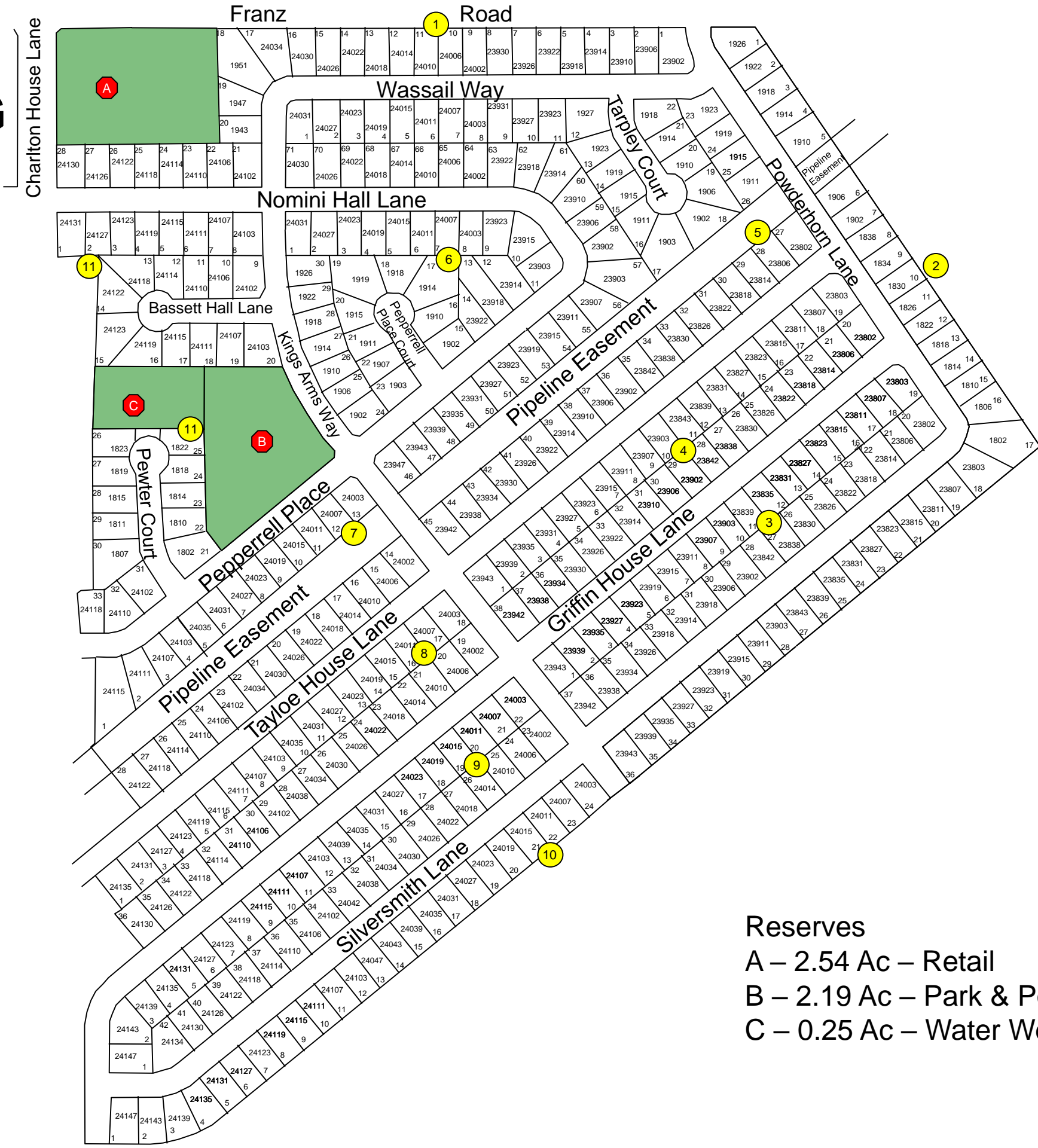


# WILLIAMSBURG HAMLET

## SECTION ONE



To Section Four

- Reserves**
- A – 2.54 Ac – Retail
  - B – 2.19 Ac – Park & Pool
  - C – 0.25 Ac – Water Well



F786635

150600 OF 706435 -- A FD 3501

*Restr*

THE STATE OF TEXAS  
COUNTY OF HARRIS

DECLARATION OF RESTRICTIONS

107-94-2081

KNOW ALL MEN by these presents that WILLIAMSBURG DEVELOPMENT CORPORATION, a Texas corporation acting herein by and through its duly authorized officers (sometimes hereinafter referred to as "Developer"), NORMAN ALLISH and wife, BEATRICE ALLISH, and ROY COLE and wife, ADRIENNE COLE, being all of the owners of that certain land described as follows:

98.05 acres of land, more or less, out of the H. T. & B. R. R. Co. Survey, Abstract 421, and the A. R. Connell Survey, Abstract 1333, Harris County, Texas,

which acreage has been heretofore platted and subdivided into that certain residential subdivision known as:

WILLIAMSBURG HAMLET, SECTION ONE (1),

according to the plat of said subdivision recorded in Volume 274, Page 113, of the Map Records of Harris County, Texas, and desiring to establish and carry out a uniform plan for the use, occupancy, ownership and improvement of all residential lots in said subdivision for the benefit of the present and future owners of said lots, said owners do hereby declare, establish, and adopt certain reservations, restrictions, covenants and easements (hereinafter referred to as "Restrictions"), which shall be applicable to the use, occupancy, ownership and improvement of all residential lots in said subdivision (the term "lot" as used herein shall include any residential building site created by consolidation or re-subdivision of the originally platted lots, as permitted herein), and every contract, conveyance or other transfer of title hereafter executed with respect to any residential lot or lots in the aforementioned subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following Restrictions, regardless of whether or not said Restrictions are set out in full or are incorporated by reference in said contract, conveyance or other transfer of title.

33:50  
J

It is specially provided that any tract designated on said recorded plat of the aforementioned subdivision as "Unrestricted Reserve", or designated on said plat as being dedicated for a specific use other than residential, shall remain unaffected by these Restrictions.

ARTICLE 1. LAND USE AND BUILDING TYPE.

All lots subject to these Restrictions shall be used only for single-family residential purposes, and no building or structure shall be erected, placed, added to or altered on any lot except a single-family residential dwelling not exceeding two stories of living area in height; provided, however, that an attached or detached garage (limited in size to three-car capacity) including servants' quarters or garage apartment, or other approved accessory building or structure (for example, a swimming pool), may be situated on any such lot. Each owner of any lot subject to these Restrictions shall be deemed to have covenanted and agreed by acceptance of a contract, conveyance or other transfer of title covering such lot that such owner will not apply for a permit to erect, place, alter or add to any structure on any lot other than a single-family residence or other approved structure as specified and permitted herein. Any garage apartment or servants' quarters which may be situated on any lot shall not be used for rental purposes, and may be used only by servants who are employed in the dwelling situated upon the same lot where such apartment or quarters are situated, or by members or temporary guests of the family occupying the dwelling on said lot. ("Approved", as used in this Article 1, means the approval specified in the following Article 2 hereof and "single-family residential purposes" as used in these Restrictions, means residential occupancy by members of a family who are related to each other by blood, adoption or marriage, or residential occupancy by not more than three unrelated persons living together as a single housekeeping unit, together with any bona fide household servants).

ARTICLE 2. ARCHITECTURAL CONTROL.

No building or improvement of any character shall be erected, placed, added to or altered on any lot affected hereby until the building plans and specifications and a site plan showing the location of the proposed structure or structures

have been submitted to and approved by the hereinafter named Association as being in compliance with these Restrictions as to use, quality of workmanship and materials, harmony of external design and external colors with existing and proposed structures, and location of improvements with respect to topography, finished grade elevation, lot boundary lines and building lines.

The plans and documents to be submitted to the hereinafter named Association, as above set forth, shall be submitted for approval prior to commencing the erection, placement, addition to or alteration of any such improvements on any lot. In the event the Association fails to approve or disapprove such plans and documents in writing within thirty (30) days after submission thereof for approval, such plans and documents shall be deemed approved and this requirement of these Restrictions shall be considered as having been fully complied with and satisfied.

#### ARTICLE 3. DWELLING SIZE AND MATERIALS.

Any dwelling situated on any lot must contain a total living area of not less than 1,200 square feet, and if the dwelling is other than a single-story dwelling it must contain not less than 600 square feet of ground-floor living area, each of the foregoing minimum-area limitations to be exclusive of open or screened porches, terraces, driveways, garage, garage apartment or servant's quarters, or other approved accessory building or structure.

Also, at least fifty percent (50%) of the exterior surface area of the walls (exclusive of doors and windows or other glassed areas) of the ground floor story of any dwelling situated on any lot must be faced with brick, stone, or other masonry, unless otherwise approved in writing by the hereinafter named Association.

#### ARTICLE 4. LOCATION OF BUILDINGS ON LOTS.

No part of any building shall be located nearer to any street boundary line of any lot than the building set-back line or lines shown on the recorded plat of the aforementioned subdivision. No part of any building shall be located within five (5) feet of any interior lot boundary line, except that a garage, servants' quarters or other approved building or accessory structure, all of which is situated at least sixty-five (65) feet from the front lot boundary line, may be situated not less than three (3) feet from any interior lot boundary line; provided, however, that this exception shall not be construed to permit any portion of any building situated on any lot to encroach upon another lot. For the purposes of these Restrictions, the front line of each lot shall be the shortest boundary line thereof abutting a dedicated street as shown by the recorded subdivision plat. The residential dwelling on each lot in the aforementioned subdivision shall face the front of the lot.

#### ARTICLE 5. RE-SUBDIVIDING OR CONSOLIDATING OF LOTS.

Lots may be subdivided or consolidated into building sites, with the privilege of erecting, placing, adding to or altering improvements on each resulting building site, subject to these Restrictions; provided, that any building site resulting from such subdividing or consolidating must have a width of at least fifty (50) feet at the front building line thereof and must contain a total area of at least five thousand two hundred fifty (5,250) square feet; and provided further that, in cases where any of the residential lots covered by these Restrictions are subdivided or consolidated, the hereinafter named Association shall have the right and authority to equitably redistribute the maintenance charge specified under Article 20 hereof and which is applicable to the lot or lots subdivided or consolidated, subject to the mandatory requirement that each resulting building site with a residence thereon shall be subject to at least one full-lot maintenance charge.

#### ARTICLE 6. UTILITY AND DRAINAGE EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the aforementioned subdivision, and there is also dedicated and reserved for utilities an unobstructed aerial easement five (5) feet wide adjacent to all easements shown on said recorded plat, such aerial easements to extend upward from a plane twenty (20) feet above the surface of the ground.

All easements for utilities and drainage shall be kept clear of improvements or structures of any kind and no trees, shrubs or other obstructions may be placed upon such easements. In this regard, neither the Developer, nor the hereinafter named Association, nor any utility company or drainage authority using said easements shall be liable for any damage done to shrubbery, trees, flowers, or other property which is located within the area covered by said easements.

ARTICLE 7. PROHIBITED STRUCTURES.

Mobile homes are prohibited on any lot, whether or not wheels are attached. Antennae for amateur radio installations or citizens' band radio base station installations and "window unit" type air conditioners are prohibited on any lot. Television antennae which are visible on the exterior of any building are prohibited unless installed on a portion of the roof of the building which slopes toward the rear of the lot or as otherwise approved by the Association, and the Association shall have the right to limit the size of such antennae. No portable building, tent, shed, barn or other portable structure of any nature shall be placed on any lot without approval by the Association; provided, however, that a temporary office or work-shed may be placed upon a lot without such approval by any home-building contractor or sales agency for use in connection with the erection or sale of dwellings in the aforementioned subdivision, but such temporary structure shall be removed at completion of the erection or sale of the dwellings, whichever is applicable. Any such permitted temporary structure shall never be used for residential purposes.

ARTICLE 8. PROHIBITED ACTIVITIES.

No business or service activity of any kind shall be conducted on or from any lot or from any improvements situated thereon, whether such activity be for profit or otherwise.

No noxious or offensive activity of any kind which may constitute or become an annoyance or nuisance to the subdivision neighborhood shall be permitted on any lot, nor shall any illegal or immoral activity be permitted on any lot.

ARTICLE 9. MINING AND MINERAL OPERATIONS.

No oil, gas or water wells or drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted on any lot. The provisions of this Article hereof shall in no way impair, diminish or restrict the rights of the owners of lots in the aforementioned subdivision to lease any mineral estate which they may have or acquire in such lots for production through pooling, unitization or directional drilling methods, provided that no use whatsoever is made of the surface of any lot in connection therewith.

ARTICLE 10. ANIMALS AND PETS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, whether for commercial purposes or otherwise, except that residents may keep common household pets such as cats or dogs. In this regard, the hereinafter named Association shall have the right and authority to limit the number and variety of household pets permitted and shall have the further right to establish regulations from time to time providing for the control of pets (for example, a requirement that dogs must be kept on leash or within a fenced enclosure when outdoors).

ARTICLE 11. GARBAGE AND OTHER WASTE.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such substances shall not be kept upon any lot, except that the garbage and other waste accumulated from normal household operations may be kept temporarily for purposes of collection. All such waste substances being kept on a lot pending collection thereof shall be kept in closed sanitary containers with tops or lids, or in plastic bags with the tops thereof tied. Any such containers shall be hidden from general view by a screen or enclosure, and the size and type of waste containers, the screening or enclosure therefor, the temporary location of such containers and plastic bags pending collection, and the period of time such containers or bags may be situated at such temporary location shall all be subject to the approval of the hereinafter named Association. All containers, bags, or other equipment for the storage or disposal of such waste substances shall be kept in a clean and sanitary condition.

**ARTICLE 12. FENCES, WALLS AND HEDGES.**

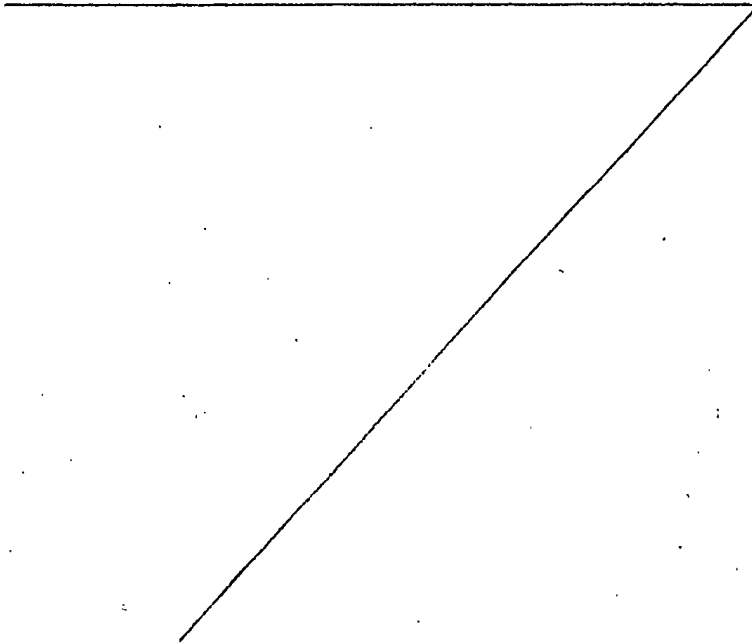
The Developer has caused the construction of a wood fence six feet (6') in height above ground level, or has caused the installation of wood facing on an existing chain-link fence to a height of six feet (6') above ground level, along certain portions of lot boundary lines which are common with boundaries of Unrestricted Reserves shown on the aforesaid plat, which portions of lot boundary lines are as follows:

- (a) The northerly boundary line of Lots 23 through 28 and the westerly portion of the northerly boundary line of Lot 22, all in Block 1;
- (b) The westerly boundary line of Lots 18, 19 and 20 in Block 1;
- (c) The southerly boundary line of Lots 15 through 20 in Block 11;
- (d) The northerly boundary line of Lots 25 and 26 in Block 11; and
- (e) The easterly boundary line of Lots 21 through 25 in Block 11.

The obligation to maintain, repair and replace the aforescribed wood fence or wood facing, whichever is applicable, along the above specified lot boundaries or portions thereof, shall be appurtenant to the ownership of the lots enumerated in sub-paragraphs (a) through (e) above, and shall be a covenant running with the land and with respect to each of said lots.

Except as specified under the immediately preceding sub-paragraph of this Article 12, no fence, wall, gas meter or other structure, nor any hedge or other mass planting, shall be placed or be permitted to remain on any lot at a location between any boundary of such lot which is adjacent to any street or streets and the building set-back line related to such lot boundary (as shown on the recorded plat of the aforesaid subdivision), unless such structure or mass planting and its location shall be approved by the hereinafter named Association.

All fences and walls located on any lot shall be six feet (6') in height above ground level, unless otherwise approved by the Association, and the surface of any such fence or wall which faces any street, alley or driveway shall be faced with wood, brick, or stone, or some other material approved by said Association.



ARTICLE 13. TRAFFIC SIGHT BARRIERS.

No shrub, tree, object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines of such lot and a line connecting such property lines at points located on each of said street property lines at a distance of twenty-five (25) feet from the point where such lines intersect or would intersect if extended; nor shall any such obstruction be placed or permitted to remain on any lot within the triangular area formed by the street property line of such lot, the edge line of any driveway or alley pavement, and a line connecting said lines at points located on each of said lines at a distance of ten (10) feet from the point at which said lines intersect or would intersect if extended.

ARTICLE 14. OUTSIDE CLOTHES DRYING.

The drying of clothes in general view is prohibited, and the owners or occupants of any lot desiring to dry clothes outside shall construct and maintain suitable screening enclosures for such use, which enclosures must be approved by the hereinafter named Association.

ARTICLE 15. CUTTING WEEDS OR GRASS AND REMOVAL OF TRASH.

The owners or occupants of each lot shall at all times keep all weeds or grass thereon cut or trimmed in a reasonably neat manner, and shall in no event permit an accumulation of garbage, trash, rubbish or other waste of any kind to remain thereon. No lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted.

ARTICLE 16. SIGNS OR BILLBOARDS.

The owner of a lot (including a commercial homebuilder) shall be entitled to display one sign thereon from time to time for purposes of selling or renting the property; provided, that each face of such sign shall be rectangular in shape and shall not exceed nine (9) square feet in surface area, and that the content of such sign be limited to the words "For Sale" or "For Rent", the name and telephone number of the seller or real estate agent, and the words "Shown by Appointment Only". No other sign, advertisement, billboard or advertising structure of any kind may be erected or maintained within subdivision boundaries or within the right-of-way of any street bordering the aforementioned subdivision without first having obtained the consent in writing of the hereinafter named Association. Said Association shall have the right to remove any unpermitted sign, advertisement, billboard or structure which is erected or placed on any lot or adjacent easement or right-of-way without such consent, and in so doing, shall not be subject to any liability for trespass or other tort in connection therewith.

ARTICLE 17. MISCELLANEOUS VEHICLES AND EQUIPMENT.

No auto, truck, camper, motor home, mobile home, boat, or other vehicle, trailer, machinery or equipment of any kind shall ever be parked on any lot or on any street right-of-way, easement or common area adjacent to any lot, except for temporary parking incident to the contemporaneous use of such object or as otherwise approved by the hereinafter named Association, nor shall any such object be left parked or stored on any lot or on any adjacent street right-of-way, easement or common area unless parked or stored inside the garage or otherwise obscured from general view by an enclosure or screening approved by said Association. Garage doors shall be kept closed when the garage is not in use.

Motorcycles, motorbikes, motor scooters, motorized bicycles, or other motorized vehicles shall not be operated on any lot or operated to or from any lot over the streets of the aforementioned subdivision unless such vehicle is equipped with an adequate and properly functioning muffler, nor shall such vehicles be kept or operated in such a way as to constitute a nuisance or danger.

ARTICLE 18. REMOVAL OF TREES AND DIRT.

No trees shall be felled or otherwise removed from any lot without approval from the hereinafter named Association, except as may be reasonably necessary in connection with construction of improvements or to remove dead trees. The removal of dirt from any lot is prohibited without approval of said Association, except insofar as reasonably necessary in conjunction with the landscaping of such lot or construction being performed on such lot.

ARTICLE 19. PAINTING AND REPAIRS.

All dwellings and other approved structures must be kept in a reasonably good state of painting and repair, and must be maintained so as not to become unsightly.

(In the event of default on the part of the owner or occupant of any lot in observing the requirements set out in Articles 1 through 19 above, or any of them, and the continuation of such default after ten (10) days' written notice from the hereinafter named Association of the existence of such default, said Association may enter upon said lot through its agents, without liability to the owner or occupant in trespass or otherwise, and cause to be done any work or other thing necessary to secure compliance with these Restrictions, and may charge the owner or occupant of such lot for the cost of any such work or thing. The owner or occupant of each lot agrees, by the purchase or occupation of the lot, to reimburse the Association immediately upon receipt of a statement covering the cost of any such work or thing. In the event of failure to pay such statement, the amount thereof and any attorney fees and court costs incurred in connection with the collection thereof may be added to the annual maintenance charge assessed by the Association against such lot and become a charge thereon and be collected in the same manner as the regular annual maintenance charge provided for in these Restrictions.)

ARTICLE 20. MAINTENANCE ASSOCIATION AND MAINTENANCE CHARGE.

Developer shall cause to be organized under the laws of the State of Texas a non-profit corporation named Williamsburg Hamlet Maintenance Association (herein sometimes referred to as the "Association"), which organization shall have the duty of assessing and collecting the annual maintenance charge specified herein, managing said fund and arranging for the performance of the services contemplated and making payment therefor out of said fund. In this regard, said Association shall have all the powers granted by the Texas Non-Profit Corporation Act.

Each residential lot in the aforementioned subdivision is hereby made subject to an annual maintenance charge for the purpose of creating a subdivision maintenance and improvement fund, and such maintenance charge shall be first assessed against each lot as of the date that the Developer notifies the Association that street and utility improvements have been substantially completed with respect to such lot. The initial assessment period shall be the remaining portion of the particular calendar year in which the aforesaid notice is given to the Association, commencing with such notice date. Thereafter, the maintenance charge shall be assessed annually against each lot as of January 1st of each succeeding calendar year to cover the full calendar year commencing with the particular assessment date. A statement reflecting the amount of the assessment with respect to each lot shall be mailed or otherwise delivered to each lot owner (or the holder of the mortgage on such lot, if the mortgage holder is paying the maintenance charge from the lot owner's mortgage escrow account) as soon as practicable after each assessment date. The amount of each assessment shall be paid by the owner of each lot (or the holder of the mortgage on such lot, if applicable) to the Association within fifteen (15) days after the statement covering such assessment has been mailed or otherwise delivered to the lot owner (or the holder of the mortgage on such lot, if applicable). Any maintenance charge assessed hereunder and not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

The maximum annual maintenance charge on each residential lot from and after the date such charge is first assessable against such lot shall be as follows:

- (a) For any assessable period within the calendar year 1978, the maximum annual maintenance charge on each lot subject to these Restrictions shall be the sum of One Hundred Eighty Dollars (\$180.00).

- (b) For any assessable period within the calendar years next succeeding the calendar year 1978, the maximum annual maintenance charge for each particular calendar year shall be calculated and determined as follows: The average of the Consumer Price Index (All Items, Houston, Texas, area, covering All Urban Consumers, as published by the Bureau of Labor Statistics of the U. S. Department of Labor, or the most nearly comparable successor index published by any governmental agency, over the most recent twelve months for which such information is available at the time of making the annual assessment applicable to the particular calendar year shall be determined (the "current period average"), the average of said Index over the twelve months of the calendar year 1977 shall be determined (the "base period average"), and the maximum annual maintenance charge for the particular calendar year of determination shall be an amount equal to One Hundred Eighty and No/100 Dollars (\$180.00), as increased by the same percentage that the aforesaid "current period average" being utilized in making the particular determination shall have increased above the "base period average" (adjusted to the nearest one-tenth of one percent)\*. If the aforescribed determination with respect to the assessment for any particular calendar year after 1978 shows that the "current period average" of said Index being utilized in making the particular determination is either equal to or less than the "base period average" of said Index, then the maximum annual maintenance charge hereunder for such calendar year shall be the amount of One Hundred Eighty and No/100 Dollars (\$180.00).

\*[If the aforescribed Index for All Urban Consumers was not published for any period of time involved in any determination of a possible increase in the annual maintenance charge as aforesaid, then the Consumer Price Index (All Items, United States City Average) previously published by the Bureau of Labor Statistics shall be used for such period of time.]

- (c) If any lot shall be subject to the aforesaid maintenance charge for less than a full calendar year, then the assessment for any such partial year shall be calculated on a pro rata basis.
- (d) It is specially provided that so long as any lot does not have a dwelling thereon which is substantially completed and ready for occupancy, the maintenance charge applicable to such lot shall be one-half of the charge then assessed under the foregoing provisions. At such time as a dwelling on any lot becomes substantially completed and ready for occupancy, any additional amount of maintenance charge due for the particular calendar year shall be paid to the Association within fifteen (15) days after notice thereof to the lot owner.

In recognition of the possibility that it may be desirable that the Association be able to levy a special assessment from time to time by action of the Board of Directors of the Association for the purpose of defraying all or part of the cost of any construction, repair or replacement of capital improvements upon any common area which has been duly annexed hereunder and which is dedicated for the use and benefit of the members of the Association (including fixtures and personal property related thereto), the following described procedure is hereby established for imposing any special assessment for such capital improvements, to-wit:

- (e) A special meeting of all members of the Association shall be called in accordance with all regular requirements for a special meeting of the members; provided, that written notice of any such meeting shall be given to all members specifying that the purpose of the meeting is to vote on a proposed special assessment for defraying the cost of proposed capital improvements (which are to be generally described in the notice), and further provided that such notice shall be sent to all members not less than thirty (30) days nor more than sixty (60) days prior to the date of such meeting.



(f) The first special meeting of the members called for the purpose of approving the levy of a particular special assessment shall require the presence at the meeting (either in person or by proxy) of members entitled to cast at least sixty percent (60%) of all votes of each class of membership in the Association in order to constitute a quorum for valid action. If the required quorum is not present at such first called meeting, another special meeting may be called with respect to that particular special assessment, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(g) At least two-thirds (2/3) of a valid quorum of votes of each class of membership represented at the meeting (either in person or by proxy) must be voted in favor of any special assessment for capital improvements.

The services or things which may be furnished and paid for by the Association out of the maintenance fund shall include the maintenance and repair of streets, parkways and esplanades; mowing and cleaning of vacant lots; the acquisition of common area property for recreational or other purposes and the construction, installation, operation, maintenance, repair and replacement of any facilities or improvements placed thereon (subject to the limitations herein set forth with respect to expenditures for such purposes); fire, police and security patrol services; installing, maintaining, replacing and paying for the operation of street lighting; providing, maintaining, and replacing shrubbery, plants, grass, trees, monuments, gate-ways, and other landscaping or decorative improvements at subdivision entrances and elsewhere in esplanades, parkways, street right-of-way and other areas; fogging for insect control; the collection of garbage and other waste (the point of collection to be at the discretion of the Association, for example, back-door, front curb, or other location); paying legal and other expenses for the enforcement of the provisions of these Restrictions; paying all taxes assessed against the Association's property; and any and all other services or things which the Association shall deem necessary or desirable for the maintenance and improvement of the aforementioned subdivision and the approaches thereto, it being expressly provided that the Association shall not be limited to the particular items set forth above, nor shall the Association be required to furnish and pay for any of said particular items (other than the priority items hereinafter recited). Also, the Association shall be under no obligation to continue to furnish and pay for any particular service or thing after the commencement thereof (other than said priority items).

In regard to the aforedescribed services or things to be furnished and paid for by the Association, it is hereby established that installing, maintaining, replacing and paying for the operation of street lighting, together with providing, maintaining and replacing shrubbery, plants, grass, trees, monuments, gate-ways and other landscaping or decorative improvements at subdivision entrances and elsewhere in esplanades, parkways, street right-of-way and other areas, shall be priority items which are to have first call on maintenance charge funds.

The proceeds of the maintenance charge provided for herein shall not be used to reimburse Developer, or its successors in interest, for any capital expenditures incurred by Developer in the construction of, or other improvement of, any common area recreational facilities situated within or outside the boundaries of the Williamsburg Hamlet subdivision complex, nor shall any expenses of operation or maintenance of such facilities which have been installed by Developer be paid for with maintenance charge proceeds prior to the conveyance of such facilities, fully completed and unencumbered, to the Association, unless such payment is with the approval and consent of the Federal Housing Administration or the Veterans Administration.

The Association shall be authorized under its Articles of Incorporation to also provide maintenance services similar to those contemplated herein for the benefit of subsequently developed residential subdivision areas in which the lots are made subject to deed restrictions providing for the establishment of a maintenance charge uniform with that specified herein and which are otherwise substantially the same as these Restrictions; provided, such other subdivision areas are duly "annexed" to Williamsburg Hamlet, Section One (1), in the manner hereinafter set out, are comprised of land located south of the public road known as Franz Road and north of Interstate Highway 10 (Katy Freeway), and are either partly or wholly out of the following designated surveys in Harris County, Texas, to-wit:

H. T. & B. R. R. Survey, Abstract 421  
 C. P. Collis Survey, Abstract 1330  
 A. R. Connell Survey, Abstract 1333  
 Henry Huston Survey, Abstract 1679  
 Sue E. Stuart Survey, Abstract 1817  
 C. P. Collis Survey, Abstract 1513  
 W. C. Featherston Survey, Abstract 1524

In this regard it is specially provided that, if additional residential subdivision areas are duly annexed to the aforementioned subdivision in the manner herein provided, the officers and directors of the Association shall be entitled to combine maintenance charge monies received from lots situated in the several subdivision areas it may be serving into a single fund and provide and pay for services on behalf of all subdivision areas being served by the Association without the necessity of any allocation to particular lots or subdivision areas. The owner of each lot affected hereby shall be deemed to have agreed to this provision by his acceptance of a conveyance or other transfer of title to such lot.

There has been no dedication of common area or common area facilities in conjunction with the development of the aforementioned subdivision. However, each lot owner shall have a right and easement of enjoyment in and to any common area and any common area facilities which may be subsequently annexed to the aforementioned subdivision and dedicated for the use and enjoyment of the members of the Association, which right and easement shall be appurtenant to and shall pass with the title to each lot, subject to the following:

- (a) the right of the Association to charge reasonable admission and other fees and to establish reasonable rules and regulations covering the use of the common area and any recreational facility situated upon the common area;
- (b) the right of the Association to suspend a member's voting rights and rights to the use of the common area and any recreational facilities thereon for any period of time during which any assessment against such member's lot remains unpaid, and to suspend such rights for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the common area or any common area facilities to any public agency or authority having the same or similar purposes as the Association, subject to such conditions as may be reserved in the dedication or transfer. No such dedication or transfer shall be effective unless an instrument approving such dedication or transfer has been signed by at least two-thirds (2/3) of the members in each class of membership in the Association and has been recorded; and
- (d) the right of any lot owner to delegate his right and easement of enjoyment in and to the common area and common area facilities to the members of his family, his tenants, or contract purchasers who reside on the property, in accordance with the By-Laws of the Association.

Additional residential subdivision areas and common areas may be annexed to Williamsburg Hamlet, Section One (1), with the consent of two-thirds (2/3) of the votes of each class of membership of the Association, or such areas may be annexed by the Developer or the Association without membership consent if a general plan of the overall Williamsburg Hamlet subdivision complex has been approved by the Federal Housing Administration and the Veterans Administration and the additional subdivision area or common area to be annexed has been determined by the Federal Housing Administration and the Veterans Administration as being in accord with such approved general plan; provided, that annexation by either of the foregoing procedures shall be subject to the approval of the Federal Housing Administration or the Veterans Administration so long as there are any Class B members of the Association (as specified under Article 26 hereof).

A lien is hereby established on the lots subject to these Restrictions to secure the payment of the maintenance charge established hereby, and all present and subsequent owners of said lots should convey such lots with an appropriate reference to the recordation of these Restrictions in the Official Public Records of Real Property of Harris County, Texas, together with a recitation that said lien has been retained against each lot for the benefit of the Association. The owner or owners of any lot subject to these Restrictions shall be deemed to have

convenanted and agreed to pay the aforesaid maintenance charge by acceptance of a conveyance or other transfer of title to such lot, even though the reference and recitation referred to above is not made.

The aforesaid lien shall secure payment of the maintenance charge and all past-due interest which may accrue thereon, together with all reasonable expenses, costs, and attorney's fees which may be incurred in connection with the collection thereof. Said lien shall run with the land and be a continuing charge on the land assessed, and shall also be a personal obligation of the owner(s) of each lot to the extent of the maintenance charge attributable to such owner(s) period of ownership.

Every person or entity owning of record either the entire fee title or an undivided interest in the fee title to any residential lot situated in the aforementioned subdivision, or in any other area duly annexed thereto and brought under the jurisdiction of the Association as hereinafter provided, shall be a member of such corporation. (The foregoing is not intended to include persons or entities holding an interest in a lot merely as security for the performance of an obligation.) Membership shall be appurtenant to and may not be separated from ownership of such lot.

The Association shall have two classes of members, with voting rights as follows:

Class A members shall be all of the owners, other than the Developer, of residential lots situated in the aforementioned subdivision and in any other area duly annexed thereto, as hereinafter provided. Voting rights of Class A members shall be limited to one vote for each lot owned. If any lot is owned by more than one person or entity, all such persons or entities shall be members and the vote to which such lot is entitled shall be exercised as the owners of such lot may determine among themselves.

The Class B member or members shall be the Developer and any other developers of any other subdivision areas duly annexed to the aforementioned subdivision as hereinafter provided. The Class B membership shall be entitled to three (3) votes for each residential lot owned until such time as the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or on December 31, 1987, whichever date occurs the earliest. After the earliest to occur of the foregoing dates, the voting rights of the Class B membership shall be automatically converted to one (1) vote for each lot owned, the same as the Class A membership. It is specially provided, however, that at any time other subdivision areas are duly annexed to the aforementioned subdivision in the manner hereinafter set out, the voting rights as to lots owned by the Class B membership shall (if previously converted to one vote per lot) automatically revert to three (3) votes for each lot owned until such time as the total votes outstanding in the Class A membership throughout the aforementioned subdivision and any duly annexed area, collectively, shall equal or exceed the total votes outstanding in the Class B membership throughout such total area, or until December 31, 1987, whichever date occurs the earliest, at which time Class B voting rights shall be automatically converted to one (1) vote for each lot owned.

The initial Board of Directors of the Association is composed of Marvin E. Leggett, H. Arthur Littell and Peter Boatright.

The aforesaid initial Board of Directors shall hold office until such time as at least 25% of the lots in the aforementioned initial subdivision are owned by persons or entities other than the Developer of such subdivision, at which time the initial Board of Directors shall call a special meeting of only the Class A members of the corporation for the purpose of holding an election to elect a Director to replace one of said initial Directors (the retiring Director to be determined by the members of the initial Board), said Director so elected to serve until the next regular annual meeting of the members of the corporation. The two remaining members of the initial Board of Directors shall continue to hold office until such time as the voting rights of the Class B membership of the corporation shall be automatically converted to the same voting rights as the Class A membership (as specified above and in the Articles of Incorporation), at which time the Board of Directors shall call a special meeting of all members of the corporation for the purpose of holding an election to select another Director to replace one of the two remaining members of the initial Board of

Directors, said Director so elected to serve until the next regular annual meeting of the members of the corporation. The then-remaining member of the initial Board of Directors shall continue to hold office until such time as the Class B members have sold to other persons or entities all residential lots in the aforementioned subdivision and in any other areas duly annexed thereto (as hereinafter provided).

In case of the resignation, death or incapacity to serve of any of the aforesaid initial Directors during the period for which such Director is to hold office, the remaining Director or Directors of said initial Board shall appoint a successor to serve the balance of the term of office of said Director, except that in the case of resignation, death or incapacity to serve of the last of said initial Directors to hold office, the Developer or its successors or assigns shall appoint a successor to serve the balance of the term of office of said initial Director.

At each regular annual meeting of the members of the corporation prior to the conversion of the voting rights of the Class B membership to the same voting rights as the Class A membership, the Class A members only shall elect for a term of one year the one Director that the Class A membership separately is then entitled to elect, as provided above. At each regular annual meeting of the members after the voting rights of the Class B membership have been converted hereunder to the same voting rights as the Class A membership, the total membership shall elect for a term of one year the two Directors that the membership is then entitled to elect. At the first regular annual meeting of the members after the Class B members have sold to other persons or entities all residential lots situated in the aforementioned subdivision (and in any other subdivision areas duly annexed thereto as hereinafter provided), all members of the corporation shall elect at least one Director for a term of one year, at least one Director for a term of two years, and at least one Director for a term of three years, and at each regular annual meeting thereafter the membership shall elect at least one Director for a term of three years.

In the case of the resignation, death or incapacity to serve of any of the aforesaid Directors elected to office by the members of the corporation, a special meeting of the members entitled to elect such Director shall be called to elect a successor to serve the balance of the term of said Director.

Any Director elected by the members of the corporation may be removed from the Board, with or without cause, by a majority vote of those members of the corporation who were entitled to vote for the election of such Director, and in the event of such removal of a Director, a successor shall be elected to serve for the unexpired term of such removed Director by a special election to be held by those members of the corporation who were entitled to vote for the election of the Director so removed.

No Director shall receive compensation for any service he may render to the corporation. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

The By-Laws of the aforesaid Association shall provide that any and all members of the Association shall have the right to inspect the books and records of said Association at its principal offices at all reasonable times.

#### ARTICLE 21. RIGHTS OF MORTGAGEES.

It is specially provided that the lien hereby created to secure the payment of the maintenance charge specified in these Restrictions shall be subordinate to and shall not affect the enforcement of any vendor's lien or deed of trust lien now of record or which may hereafter be placed of record against any lot covered hereby and/or any improvements located thereon. However, such lots shall nevertheless remain subject to said maintenance charge, and the sale or transfer of any lot pursuant to foreclosure of any such superior lien shall extinguish the lien securing the maintenance charge only as to any maintenance charge attributable to such lot for the period of time prior to such sale or transfer.

It is further provided that, as a condition precedent to any proceeding to enforce the lien securing said maintenance charge, where there is any other valid and subsisting lien outstanding, the Association shall give the holder of such

other lien at least thirty (30) days advance written notice of any proposed action of enforcement by the Association and thereby provide such other lienholder an opportunity to remedy the default of the lot owner. Such notice shall be given by certified or registered mail, return receipt requested.

ARTICLE 22. TERM OF RESTRICTIONS.

These Restrictions are to run with the land, and shall be binding upon and inure to the benefit of the Developer and the Association, their respective successors and assigns, and all future owners of the residential lots located in the aforementioned subdivision until December 31st of the year 2017 A.D.

The aforescribed initial term of these Restrictions shall be extended automatically after the expiration thereof for successive periods of ten (10) years duration each, unless an instrument revoking these Restrictions, in whole or in part, is recorded in the Official Public Records of Real Property of Harris County, Texas, at least six (6) months prior to said initial expiration date or the expiration of any 10-year extension period. Any such instrument of revocation must be executed by the then owners of at least three-fourths (3/4) of the collective number of restricted lots situated in the aforementioned subdivision and any other residential subdivision area which has been duly annexed thereto as specified herein.

ARTICLE 23. ENFORCEMENT OF RESTRICTIONS.

The Board of Directors of the aforesaid Association, the owner or owners of any residential lot subject to these Restrictions, or the Developer (until all lots subject hereto have been sold or otherwise conveyed to persons or entities other than commercial homebuilders) shall all have the right to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of these Restrictions. Also, the Board of Directors of the Association shall have the right to bring an action at law to foreclose the lien hereby established to secure the payment of the aforesaid maintenance charge if any lot owner fails to cure any such default within thirty (30) days after notice thereof from the Association. The plaintiff in any of the aforescribed proceedings shall be entitled to recover from the defendant in such action all reasonably necessary costs and expenses attendant upon bringing such action, including a reasonable attorney's fee. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the owner(s) of any lot covered hereby by acceptance of a conveyance or other transfer of title to such lot.

Invalidation of one or more of the provisions of these Restrictions, by court order or otherwise, shall in no way affect any other provision hereof, and all such remaining provisions not expressly invalidated shall continue in full force and effect.

ARTICLE 24. ASSIGNMENT BY DEVELOPER AND MAINTENANCE ASSOCIATION.

The Developer may at any time assign to the Association any and all rights reserved to Developer hereunder. Any such assignment shall be evidenced by an instrument in writing recorded in the Official Public Records of Real Property of Harris County, Texas. If not previously assigned, all such rights reserved to Developer hereunder shall automatically vest in the Association when all lots covered by these Restrictions have been sold or otherwise conveyed from Developer to other persons or entities.

The Association may at any time assign or delegate to a committee or designated representative any and all approval rights reserved to the Association hereunder. Any such assignment or delegation shall be evidenced by a resolution of the Board of Directors of the Association.

ARTICLE 25. UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM.

An underground electric distribution system is to be installed by Houston Lighting & Power Company (hereinafter called "electric company") in that part of Williamsburg Hamlet, Section One (1), (hereinafter designated as the Underground Residential Subdivision), which embraces all of the residential lots which are platted in the Underground Residential Subdivision, according to the aforesaid recorded plat thereof. 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 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 homeowners 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, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company is to install 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, the electric company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the electric 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 electric 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 the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in any Reserve(s) shown on the plat of the Underground Residential 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 non-residential development in such Reserve(s).

ARTICLE 26. FHA/VA APPROVAL.

As long as there is any Class B membership in the Association, the following matters must be approved by the Federal Housing Administration or the Veterans Administration:

- (a) Any amendment to these Restrictions;
- (b) The annexation of additional residential subdivision areas to the aforementioned initial subdivision area to be served by the Association; and
- (c) The annexation and dedication of any common area for the use and benefit of the members of the Association.

ARTICLE 27. AMENDMENT OF RESTRICTIONS.

Subject to the requirements of Article 26 hereof, these Restrictions may be amended at any time prior to the termination hereof by recording in the Official Public Records of Real Property of Harris County, Texas, an instrument signed by the then owners of at least three-fourths (3/4) of the collective number of restricted lots situated in the aforementioned subdivision and in any other residential subdivision area which has been duly annexed thereto as specified herein.

ARTICLE 28. JOINDER OF LIENHOLDER.

The undersigned lienholder on the land described herein joins in the execution of this instrument for the purpose of evidencing its consent and agreement to the provisions hereof and said lienholder further agrees that future amendments hereof which are accomplished by the procedure set forth herein may be effected without its consent.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 25<sup>th</sup> day of September, 1978.

"OWNER AND DEVELOPER"

WILLIAMSBURG DEVELOPMENT CORPORATION

By: Marvin E. Leggett  
Marvin E. Leggett, President

"OWNERS"

Norman Allish  
Norman Allish

Beatrice Allish  
Beatrice Allish

Roy Cole  
Roy Cole

Adrienne Cole  
Adrienne Cole

"LIENHOLDER"

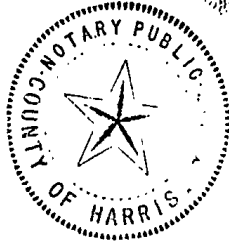
BANK OF THE SOUTHWEST NATIONAL ASSOCIATION

By: H. H. Kuhlmann, III  
H. H. Kuhlmann, III, Vice President

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared MARVIN E. LEGGETT, known to me to be the person whose name is subscribed to the foregoing instrument as President of Williamsburg Development Corporation, who acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26<sup>th</sup> day of September, 1978.



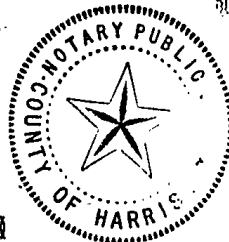
Mary Lee Frazier  
Notary Public, Harris County, Texas

MARY LEE FRAZIER  
Notary Public in and for Harris County, Tex:  
My Commission Expires September 30, 1978  
Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Norman Allish and wife, Beatrice Allish, known to me to be the persons whose names are subscribed to the foregoing instrument, who acknowledged to me that they executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25<sup>th</sup> day of September, 1978.



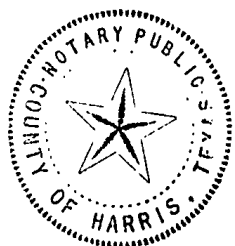
Mary Lee Frazier  
Notary Public, Harris County, Texas

MARY LEE FRAZIER  
Notary Public in and for Harris County, Tex:  
My Commission Expires September 30, 1978  
Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Roy Cole and wife, Adrienne Cole, known to me to be the persons whose names are subscribed to the foregoing instrument, who acknowledged to me that they executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25<sup>th</sup> day of September, 1978.



Mary Lee Frazier  
Notary Public, Harris County, Texas

MARY LEE FRAZIER  
Notary Public in and for Harris County, Tex:  
My Commission Expires September 30, 1978  
Bonded by Alexander Lovett, Lawyers Surety Corp.



107-94-2096

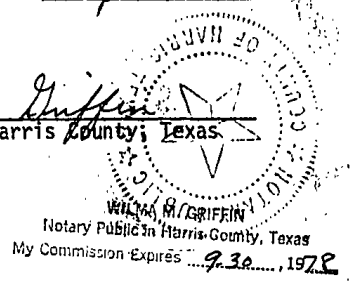
THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared H. H. Kuhlmann, III, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Bank of the Southwest National Association, who acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein stated, and as the act and deed of said banking institution.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of September 1978.

*William R. Griffin*  
Notary Public, Harris County, Texas



*Hold*

~~RETURN TO:  
Marvin E. Leggett & Associates, Inc.  
1200 Texas Bank & Trust Tower  
Houston, Texas 77036~~

107-94-2096

BY-LAWS  
OF  
WILLIAMSBURG HAMLET MAINTENANCE ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is WILLIAMSBURG HAMLET MAINTENANCE ASSOCIATION. The principal office of the corporation shall be located at 1200 Texas Bank & Trust Tower, Houston, Harris County, Texas, 77036, but meetings of members and directors of the corporation may be held at any place within Harris County, Texas, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. The word "corporation" where used herein shall mean and refer to Williamsburg Hamlet Maintenance Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain residential subdivision known as Williamsburg Hamlet, Section One, according to the plat thereof recorded in Volume 274, Page 113, of the Map Records of Harris County, Texas, and any additional residential subdivisions or common areas duly annexed thereto and for which this corporation may hereafter be designated to provide maintenance services, as permitted by the Articles of Incorporation of Williamsburg Hamlet Maintenance Association.

Section 3. "Lot" shall mean and refer to any residential building lot shown upon the recorded plat of any subdivision included in the Properties,

or any residential building site resulting from re-subdividing or consolidating of lots as permitted by the Restrictions applicable to any such subdivision, but shall not include any tract which may be designated on any subdivision plat as an "Unrestricted Reserve" or for some specified use other than residential.

Section 4. "Restrictions" shall mean and refer to any instrument recorded in the Official Public Records of Real Property of Harris County, Texas, which sets forth restrictions, reservations, conditions and easements applicable to the residential lots situated in a subdivision constituting part of the Properties (as defined under Section 2 above).

Section 5. "Developers" shall mean and refer to Williamsburg Development Corporation, a Texas corporation, its successors and assigns, with respect to Williamsburg Hamlet, Section One, and to the particular developer named in the applicable recorded Restrictions with respect to any other duly annexed subdivision for which this corporation may be designated to provide maintenance services.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, but shall exclude parties having an interest in any Lot merely as security for the performance of an obligation.

Section 7. The terms "member" or "members" shall mean and refer to those persons entitled to membership in this corporation, as provided in its Articles of Incorporation, unless otherwise specifically defined in context herein (for example, "a member of the Board of Directors").

### ARTICLE III

#### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first regular annual meeting of the members shall be held within one year from the date of incorporation of the corporation on a date to be set by the initial Board of Directors and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock p.m. If the day for the annual meeting of the members in any year is a Saturday or Sunday or legal holiday, the meeting will be held at the same hour on the first day thereafter which is not a Saturday or Sunday or legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or a member of the Board of Directors of the corporation, or upon written request of the members who are entitled to cast at least a majority of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary of the corporation or the person authorized to call the meeting, by hand delivering or mailing a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the corporation or supplied by

such member to the corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictions, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS SELECTION TERM OF OFFICE

Section 1. Number. The business affairs of this corporation shall be managed by a Board of Directors consisting of three (3) persons, who need not be members of the corporation.

Section 2. Initial Board of Directors and Term of Office.

The initial Board of Directors of the corporation shall be composed of Marvin E. Leggett, H. Arthur Littell and Peter Boatright.

The aforesaid initial Board of Directors shall hold office until such time as at least 25% of the lots in the Properties are owned by persons or entities other than the Developers of the Properties, at which time the initial Board of Directors shall call a special meeting of the members of the corporation for the purpose of holding an election (at which election only Class A members shall be entitled to vote) to elect a director to replace one of said initial directors (the retiring director to be determined by the members of the initial Board), said director so elected to serve until the next regular annual meeting of the members. The two remaining members of the initial Board of Directors shall continue to hold office until such time as the voting rights of the Class B membership of the corporation shall be automatically converted to the same voting rights as the Class A membership (as specified above), at which time the Board of Directors shall call a special meeting of all members for the purpose of holding an election to select another director to replace one of the two remaining members of the initial Board of Directors, said director so elected to serve until the next regular annual meeting of the members. The then-remaining member of the initial Board of Directors shall continue to hold office until such time as the Developers have sold all Lots situated in the Properties to person or entities other than Developers.

In case of the resignation, death or incapacity to serve of any of the aforesaid initial directors during the period for which such director is to hold office, the remaining director or directors of said initial Board shall appoint a successor to serve the balance of the term of office of said director, except that in the case of resignation, death or incapacity to serve of the last of said initial directors to hold office, then Williamsburg Development Corporation, or its successors or assigns, shall appoint a successor to serve the balance of the term of office of said initial director.

At each regular annual meeting of the members of the corporation prior to the conversion of the voting rights of the Class B membership to the same voting rights as the Class A membership, the Class A members only shall elect for a term of one year the one director that the Class A membership separately is then entitled to elect, as provided above. At each regular annual meeting of the members after the voting rights of the Class B membership have been converted hereunder to the same voting rights as the Class A membership, the total membership shall elect for a term of one year the two directors that the membership is then entitled to elect. At the first regular annual meeting of the members after the Developers have sold to other persons or entities all Lots situated in the Properties, the members shall elect at least one director for a term of one

year, at least one director for a term of two years, and at least one director for a term of three years, and at each regular annual meeting thereafter the membership shall elect at least one director for a term of three years.

At any time after all Lots situated in the Properties have been sold to persons or entities other than the Developers, as aforesaid, the number of directors may be increased or decreased from time to time by amendment to the By-Laws of this corporation, provided the number of directors shall never be less than three (3).

In the event any of the aforesaid directors elected to office by the members of the corporation shall fail or be unable to serve out his or her term of office due to resignation, death or incapacity to serve, the then remaining director or directors shall appoint a successor to serve the balance of the term of office of the director whose services have been terminated; provided, such appointed successor must be a Class A member of the corporation.

Section 3. Removal. Any director elected by the members may be removed from office, with or without cause, by a majority vote at a special meeting of those members of the corporation who were entitled to vote for the election of such director, and in the event of such removal of a director, a successor shall be elected to serve for the unexpired term of such removed director by a special election to be held at the same special meeting at which such removal is voted.



Section 4. Compensation. No director shall receive compensation for any service rendered to the corporation. However, any director may be reimbursed for actual expenses incurred in the performance of duties or services on behalf of the corporation.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining unanimous consent of all the directors, provided that the action so taken is stated in writing, signed by all the directors, and recorded in the minutes of the corporation. Any action so taken and recorded shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors as provided herein shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the corporation. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such

annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation of the corporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a Saturday or Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday or Sunday or legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the corporation,

or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of any facilities made available to the members, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend any member's voting rights and right to use any facilities which may be made available to members during any period in which such member shall be in default in the payment of any assessment levied by the corporation, and, after notice and hearing, to suspend such rights for a period not to exceed sixty (60) days, for each infraction of published rules and regulations;

(c) exercise for the corporation all powers, duties, and authority vested in or delegated to this corporation and not reserved to the members by other provisions of these By-Laws, the Articles of Incorporation,

(d) declare the office of an elected member of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractors, employees, and such agents as the Board of Directors deems necessary to carry out the function of the corporation.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) 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 one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this corporation, and to see that their duties are properly performed;

(c) enforce the annual maintenance charge on all Lots, as more fully provided in the Restrictions, and in connection therewith to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or to bring an action at law or take any other appropriate action against the Owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by or under the jurisdiction of the corporation;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause any area or facility under the jurisdiction of the corporation to be adequately maintained.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this corporation shall be a president (who shall at all times be a member of the Board of Directors), a vice president, a secretary, a treasurer,

and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this corporation shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as said Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary of the corporation. 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. 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 officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of said Board are carried out; shall sign all contracts, leases, mortgages, promissory notes, deeds and other written instruments and shall co-sign all checks.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the corporation and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the corporation,

together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the corporation and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the corporation, keep proper books of account; cause an annual audit of the corporation books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint such committees as may be deemed appropriate in carrying out the purpose of the corporation.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the corporation shall at all times, during reasonable business hours, be subject to inspection by any member. The Restrictions, the Articles of Incorporation and the By-Laws of the corporation shall be available for inspection by any member at the principal office of the corporation, where copies may be purchased at reasonable cost.



ARTICLE XI

ASSESSMENTS

As more fully provided in the Restrictions, each member is obligated to pay to the corporation annual assessments, which are secured by a continuing lien upon the property against which the assessment is made. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall be considered delinquent and shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot affected, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot or nonuse of any facility made available to members.

ARTICLE XII

CORPORATE SEAL

The corporation shall have a seal in circular form having within its circumference the words:

WILLIAMSBURG HAMLET MAINTENANCE ASSOCIATION

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or

special meeting of the members, by a majority of the voters of a quorum of members present in person or by proxy, except that both the Federal Housing Administration and the Veterans Administration shall have the right to veto amendments so long as there is a Class B membership of the corporation.

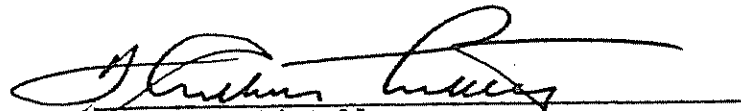
Section 2. In the case of any conflict between the Articles of Incorporation of the corporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.

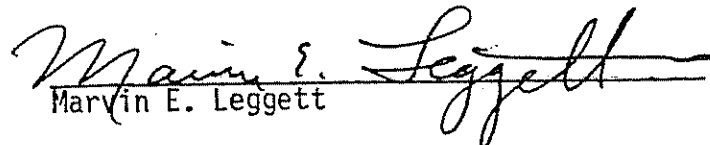
ARTICLE XIV

MISCELLANEOUS

The fiscal year of the corporation 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 or part thereof shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of WILLIAMSBURG HAMLET MAINTENANCE ASSOCIATION, have hereunto affixed our signatures, effective as of the date of incorporation.

  
H. Arthur Littell

  
Marvin E. Leggett

  
Peter Boatright



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

**24110 Nomini Hall Lane, Katy, TX 77493**  
(Street Address and City)

**Williamsburg Hamlet HOA** **281-347-7970**  
(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.

\_\_\_\_\_  
Buyer

*Cy Jones*  
Seller  
dotloop verified  
05/04/21 5:49 PM CDT  
BXUY-20QF-IZQU-FMFF

\_\_\_\_\_  
Buyer

*Carissa Jones*  
Seller  
dotloop verified  
05/04/21 5:45 PM CDT  
DGGN-SVEE-DONN-X101

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.



# Notice to a Purchaser of Real Property in a Water District

Note: This Notice should be completed and given to a prospective purchaser prior to execution of a binding contract of sale and purchase, should be executed by the seller and purchaser and should be attached as a separate portion of a purchase contract. Please see NOTE at bottom of page.

1) The real property, described below, that you are about to purchase is located in the Harris County MUD #64 District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$ 0.58 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$ 0.58 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued in \$ 21,270,000, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$ 31,320,000.

2) The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$ unknown. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

3) Mark an "X" in one of the following three spaces and then complete as instructed.

- Notice for Districts Located in Whole or in Part within the Corporate Boundaries of a Municipality (Complete Paragraph A).
- Notice for Districts Located in Whole or in Part in the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities and Not Located within the Corporate Boundaries of a Municipality (Complete Paragraph B).
- Notice for Districts that are NOT Located in Whole or in Part within the Corporate Boundaries of a Municipality or the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities.

A) The district is located in whole or in part within the corporate boundaries of the City of \_\_\_\_\_ . The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

B) The district is located in whole or in part in the extraterritorial jurisdiction of the City of Houston . By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

4) The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows:

LT 23 BLK 1 WILLIAMSBURG HAMLET SEC 1

*Carissa Jones*  
 Signature of Seller

dotloop verified  
 05/04/21 5:45 PM CDT  
 UREY-QLXQ-8YAQ-LDRJ  
 Date

*Carissa Jones*  
 Signature of Seller

dotloop verified  
 05/04/21 5:45 PM CDT  
 VKEG-CXZI-6LWT-FFDJ  
 Date

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

\_\_\_\_\_  
Signature of Purchaser Date

\_\_\_\_\_  
Signature of Purchaser Date

NOTE: Correct district name, tax rate, bond amounts, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 1, 2019" for the words "this date" and place the correct calendar year in the appropriate space.



# 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  
05/03/21 10:32 AM CDT  
20H6-ATDZ-WBTF-EGNW

The undersigned acknowledges receipt of this notice:

Buyer

Cy Jones dotloop verified  
05/04/21 5:49 PM CDT  
JBNA-XIBO-ZZPB-TPYM

Seller

Buyer

Carissa Jones dotloop verified  
05/04/21 5:45 PM CDT  
QQZ1-F09C-HXYQ-SHV8

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.



# 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 24110 Nomini Hall 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?  \_\_\_\_\_ (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 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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" 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:
Wall/Window AC Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units:
Attic Fan(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe:
Central Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: 1
Other Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes describe:
Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of ovens: 1 <input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other:
Fireplace & Chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> wood <input 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: number of remotes: 1
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 type="checkbox"/> owned <input checked="" type="checkbox"/> leased from Vivint
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 checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: number of units: 1
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:

05/10/21 9:40 PM CDT dotloop verified	05/10/21 9:34 PM CDT dotloop verified

Concerning the Property at 24110 Nomini Hall Lane, Katy, TX 77493

Underground Lawn Sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> automatic	<input type="checkbox"/> manual	areas covered: _____
Septic / On-Site Sewer Facility	<input type="checkbox"/>	<input 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: Shingles Age: 2 years (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 type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**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 checked="" type="checkbox"/>	<input type="checkbox"/>	Previous Fires	<input checked="" type="checkbox"/>	<input 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:

 <small>05/10/21 9:40 PM CDT dotloop verified</small>	 <small>05/10/21 9:34 PM CDT dotloop verified</small>
--	--



Concerning the Property at 24110 Nomini Hall 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: 

[Signature]
05/10/21 9:40 PM CDT dotloop verified

[Signature]
05/10/21 9:34 PM CDT dotloop verified



**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: Williamsburg Hamlet HOA  
Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fees or assessments are: \$ 400 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.

 dotloop verified  
05/10/21 9:40 PM CDT  
NTXZ-EMZH-IULO-JJZE

Signature of Seller Date

Printed Name: Cy Jones

 dotloop verified  
05/10/21 9:34 PM CDT  
PRAS-BMPR-K1UI-MFYS

Signature of Seller Date

Printed Name: Carissa Jones

**ADDITIONAL NOTICES TO BUYER:**

(TXR-1406) 09-01-19

Initialed by: Buyer:

and Seller:  05/10/21 9:40 PM CDT dotloop verified,  05/10/21 9:34 PM CDT dotloop verified





## 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: 24110 Nomini Hall Lane, Katy, TX 77493

Date: 05/03/2021

(1) Broker obtained the attached information, identified as square footage, lot size, location, legal description, address, condition, updates, school zoning, and all other information

\_\_\_\_\_

from Seller, public tax records, public school zoning websites, and 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  
05/03/21 10:32 AM CDT  
ZZRG-BKYU-UOP0-UEEG

Receipt of this notice is acknowledged by:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



Property Address: 24110 Nomini Hall Lane, Katy, TX 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
- Shrubbery, 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):

Refrigerator \_\_\_\_\_

<i>Cj Jones</i>	dotloop verified 05/10/21 9:41 PM CDT OYHZ-6ZO1-YMRR-1QCE
-----------------	---

Seller

<i>Carissa Jones</i>	dotloop verified 05/10/21 9:36 PM CDT QH6U-NBOD-8WUN-EQLU
----------------------	---

Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer