

FOODOWNERS  
ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is FOODOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 231 Education Building, Houston, Texas 77002 but meetings of members and directors may be held at such places within the State of Texas County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to FOODOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to PER DEVELOPMENT COMPANY, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Harris County Clerk, Harris County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

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ARTICLE III  
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, 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 3:00 o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) 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 or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association 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 Declaration, 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.

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ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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 the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominating. Nomination for election to the Board of Directors 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 Association. 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 Declaration. 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 legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any ten 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.

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 the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 90 days for infraction of published rules and regulations;

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

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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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 Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, 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) fore-close 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 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 by the Board 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 the Association;

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

(g) cause the Common Area to be maintained.

ARTICLE VIII  
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board 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 Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board 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. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. 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 the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's 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, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's 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 notice of the Common Area or abandonment of his lot.

ARTICLE XII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: FOREWOOD HOMEOWNERS ASSOCIATION

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ARTICLE XIII  
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the FOREWORD TRUCKING Administration or the Veterans Administration shall have the right to vote amendments white-church, in Class B membership.

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



ARTICLE XIV  
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the FORWOOD  
HOMEOWNERS Association,

have hereunto set our hands this 10th day of January, 1976.

Charles F. Beuchard  
John G. H. Smith  
John G. H. Smith

Walter L. Brown, Jr.  
John G. H. Smith  
John G. H. Smith

(Add appropriate acknowledgment)

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the FORWOOD  
HOMEOWNERS Association, a Texas  
ESCALARS

corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 16th day of October, 1975.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 16th day of October, 1976.

John G. H. Smith  
Secretary

FOXWOOD HOMEOWNERS ASSOCIATION  
AMENDMENTS TO THE BY-LAWS

ARTICLE III. Meeting of Members.

ARTICLE III. Section 1. Annual Meetings. The Annual Meeting of the membership, for the purposes of electing Directors, receiving all committee and financial reports and transacting such other business as may properly come before the Board, shall be held sometime during the month of September at a time and place within the subdivision as designated by the Board of Directors.

ARTICLE III. 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 Declaration, 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 the 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 represented. If however, at the Annual Meeting of the membership, such quorum shall not be present or represented by the time of the regular October meeting of the Board of Directors, the presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-twentieth (1/20) of the votes of each class of membership shall constitute a quorum.

ARTICLE III. Section 5. Proxies. At all meetings of members, each member may vote in person, by proxy vote, or by proxy. A proxy vote is an absentee vote by a member in writing which is not alterable by the person filing the proxy vote with the secretary. All proxies shall be in writing and filed with the secretary. Every proxy or proxy vote shall be revocable, specify the meeting or action to which it applies and automatically cease upon conveyance by the member of his lot. General proxies shall not be permitted.

ARTICLE IV. Board of Directors: Selection: Term of Office

ARTICLE IV. Section 1. Number. The affairs of this Association shall be managed by a board of nine (9) directors, who are members of the Association or who reside on a member's property within Foxwood.

ARTICLE IV. Section 3. Removal. Any Director will automatically be removed from the Board when he ceases to be either a member of the Association or to reside on a member's property within Foxwood. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Any Director may be removed from the Board if he misses three (3) consecutive regular monthly meetings of the Board by a vote of the remaining members of the Board. Any Director may be removed from the Board if he becomes in default in the payment of any annual assessment or special assessment levied by the Association by a vote of the remaining members of the Board. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

IN WITNESS THEREOF, we, being all of the directors of the FOXWOOD HOMEOWNERS ASSOCIATION, have hereunto set our hands this 11<sup>th</sup> day of JANUARY, 1986.

Jay B. Smith  
[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
Carol E. Heine  
Deborah Revels

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the FOXWOOD HOMEOWNERS ASSOCIATION, a Texas corporation, and,

THAT the foregoing constitutes the amendments to the By-Laws of said Association, as duly adopted at an annual meeting of the membership thereof, held on the 9<sup>th</sup> day of NOVEMBER, 1985.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 11<sup>th</sup> day of JANUARY, 1986

Jammy T. Ulbrich  
Secretary

20 years  
1975

129-20-1387

E586963

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOXWOOD, SECTION ONE

THIS DECLARATION, made on the date hereinafter set forth by PRC DEVELOPMENT COMPANY, a Texas corporation, hereinafter referred to as "PRC";

WITNESSETH:

PRC Development Company, the owner of the following described property in Houston, Harris County, Texas:

THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, WHICH EXHIBIT "A" IS INCORPORATED HEREIN AS IF COPIED AT THIS PLACE, WORD FOR WORD, FOR ALL PURPOSES,

herely declares that the real property in Foxwood, Section One (as such term is hereinafter defined), to the extent provided herein, shall be held, sold, transferred, and conveyed subject to the reservations, covenants, obligations, assessments, liens, terms, and provisions set forth below, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property.

ARTICLE I

DEFINITIONS

SECTION 1.1 - DEFINITIONS. The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

- (a) "PRC" shall mean and refer to PRC Development Company, the declarant herein, and to any entity which succeeds to all or subsequently all of its assets by any merger, consolidation, or conveyance of assets.
- (b) "Foxwood, Section One" shall mean and refer to the property described in Exhibit "A" attached hereto.
- (c) "Lot" shall mean and refer initially to any of the three hundred thirty (330) numbered lots in Foxwood, Section One, being the lots described in Item One of the attached Exhibit "A" but shall not include Reserve "A", the common area and Reserve "B".

If a Subdivision Plat is hereafter filed for record by PRC in the Office of the County Clerk of Harris County, Texas, replatting the area within any of the Lots, then, with respect to the replatted area only, the term "Lot" shall thereafter mean and refer to any of the numbered lots shown on such Subdivision Plat. If building sites are created pursuant to Section 2.6 herein, the term "Lot" shall also thereafter mean and refer to any building site so created.

- (d) "Living Unit" shall mean and refer to any improvements in Foxwood, Section One, which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.
- (e) "Detached Residence" shall mean and refer to a Living Unit no side wall of which is on a side boundary line of the Lot upon which such Living Unit is situated.

- (f) "Owner" shall mean and refer to the owner(s), whether one or more persons or entities, of the fee simple title to any lot, but shall not mean or refer to any person or entity holding only a lien, easement, mineral interest, or royalty interest burdening the title thereto.
- (g) "Association" shall mean and refer to the Foxwood Homeowners Association, a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets.
- (h) "Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period his ownership) of each Lot.
- (i) "Common Areas" shall mean and refer to any properties, real or personal, hereafter conveyed to or otherwise acquired by the Association. References hereinafter made to "Common Areas" shall mean Reserve "A", Foxwood, Section I.
- (j) "Properties" shall mean and refer to that certain property described on Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (k) "Architectural Control Committee" shall mean and refer to Charles F. Reinhardt, Charles L. Sowell and John Kolb, all of Harris County, Texas, and their successors, who shall act as the Architectural Control Committee.
- (l) "FHIA" shall mean and refer to the Federal Housing Administration.
- (m) "VA" shall mean and refer to the Veterans Administration.
- (n) "Collector Street" shall mean and refer to Foxway Lane, Foxmar Lane, Foxchester Lane, Fox Grove Lane, Fox Haven Lane, Fox Knoll Lane, Foxbend Lane, Foxhurst Lane, Foxwithe Lane, Foxport Lane and Foxmont Lane, as shown on the Foxwood, Section One plat, irrespective of any change in the names thereof.
- (o) "Cul-de-sac Sheet" shall mean and refer to Foxside Lane, Foxwick Lane, Foxwood Forest Court, Foxmar Lane, and Foxend Lane as shown on the Foxwood, Section One plat irrespective of any change in the names thereof.

## ARTICLE II

### SUBDIVISION PLAT; EASEMENTS; RIGHTS RESERVED; BUILDING SITES; ADJACENT PROPERTY

**SECTION 2.1 - SUBDIVISION PLAT.** All dedications, easements, limitations, restrictions, and reservations shown on the Foxwood, Section One, Plat are incorporated herein for all purposes, insofar as they relate to Foxwood, Section One.

**SECTION 2.2 - EASEMENTS.** PRC hereby reserves easements and rights-of-way to construct, maintain, repair, and operate a system or systems of electric light and power, telephone, telegraph, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities over, on, and under the Common Areas.

Further, PRC reserves the right to dedicate or convey specific easements over, on, or under any part of the Common Areas for any or all of said systems, and the right to reserve, dedicate, or convey additional easements in any other part of Foxwood, Section One, for streets and/or any or all of said systems at or prior to the time PRC parts with title thereto.

**SECTION 2.3 - LIABILITY.** No municipal authority using any dedicated public utility easement over, on, or under the Common Areas shall ever be liable for any damages done by them to fences, trees, shrubbery, plants, landscaping, or other improvements situated on the land covered by said easement except to the extent any such municipal authority may have agreed otherwise with PRC or has a standard practice of remedying or repairing such damage. If any such damage is occasioned by operations of a municipal authority, then, to the extent such damage is not remedied or repaired by the municipal authority in accordance with its standard practices or its agreement with PRC, such damage shall be remedied or repaired by the Association at its expense. If any damage to fences, trees, shrubbery, plants, landscaping, or other improvements situated on the Common Areas is occasioned by operations of any party other than a municipal authority, such damage shall be remedied or repaired by the party causing same at its expense.

**SECTION 2.4 - RESERVATIONS.** The title conveyed by PRC to any Lot by contract, deed, or other conveyance shall never be intended, construed, or held to include the title to any of the Common Areas any of the easements referred to in Sections 2.1 or 2.2, or any improvements at any time located over, on, or under the Common Areas or any such easement, and title to all of the same shall be considered as excluded from any such conveyance, except to the extent that any of the same are specifically referred to in the instrument of conveyance and are stated therein to be conveyed thereby. Any system of utility lines and facilities constructed by PRC over, on, or under any such easement may be given, sold, or leased by PRC to any public authority, utility company, or holder of a public franchise.

**SECTION 2.5 - RIGHT TO SUBDIVIDE OR RESUBDIVIDE.** PRC shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property in Foxwood, Section One.

**SECTION 2.6 - BUILDING SITES.** With the written approval of the Architectural Control Committee, a Living Unit may be constructed on any combination of Lots or portions of Lots having (i) a width at the building line of not less than the narrowest width at the building line of any Lot shown on the Foxwood, Section One, Plat, and (ii) an area of not less than the area of the smallest Lot shown on the Foxwood, Section One, Plat.

**SECTION 2.7 - NO OBLIGATION AS TO ADJACENT PROPERTY.** Foxwood, Section One, is part of a larger tract or block of land owned by PRC. While PRC may subdivide other portions of its property, or may subject the same to a Declaration, PRC shall have no obligation to do so, and if PRC elects to do so, any Subdivision Plat or Declaration executed by PRC with respect to any of its other property may be the same or similar or dissimilar to any Subdivision Plat covering Foxwood, Section One, or any part thereof, or to this Declaration.

### ARTICLE III

#### PROPERTY RIGHTS IN THE COMMON AREAS

**SECTION 3.1 - MEMBERS' EASEMENTS OF ENJOYMENT.** Subject to the provisions of Section 3.2, every Member shall have a common right and easement of enjoyment in the Common Areas and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

**SECTION 3.2 - EXTENT OF MEMBERS' EASEMENTS.** The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of PRC or others as referred to or provided for in Article II, and shall also be subject to the following rights of the Association:

- (a) The Association shall have the right to borrow money and in aid thereof to mortgage the Common Areas provided, if the borrowed money is to be used other than to cover operating expenses, insurance premiums, or Ad Valorem taxes, the borrowing of the money and any mortgaging of the Common Areas must be approved by two-thirds (2/3rds) of the votes cast by each Class of Members at a Meeting of Members. In the event of a default under or foreclosure of any such mortgage, the rights of the lender or foreclosure sale purchaser shall be subject to the easement of enjoyment of the Members, except that the lender or foreclosure sale purchaser shall have the right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members of any recreational facilities and to open the enjoyment of such recreational facilities to a reasonable wider public until the mortgage debt owed to such lender, or the purchase price paid by the foreclosure sale purchaser, and interest thereon at the rate of ten per cent (10%) per annum, shall be satisfied or recovered, whereupon the possession of such properties shall be returned to the Association and all rights hereunder of the Members shall be fully restored any mortgage of Common Areas must be approved by FHA and VA as long as there is Class "B" membership.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Areas against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Areas and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (e) The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Common Areas.
- (f) The Association shall have the right to transfer or convey all or any part of the Common Areas or interests therein, to any public authority for such purposes and subject to such conditions as may be approved by a two thirds (2/3rds) majority of each class cast at a Meeting of Members.
- (g) The Association shall have the right, but not the obligation, to contract, on behalf of all Lots for garbage and rubbish pickup and to charge the Owner of each Lot for his pro rata share to be determined by dividing the number of Lots being served into the total cost of providing such garbage and rubbish pickup and such cost to be in addition to, should the Association so elect, the assessments described in Article V hereof.

**SECTION 3.3 - EXTENSION OF MEMBERS' RIGHTS AND EASEMENTS.** Each member shall have the right to extend the rights and easements of enjoyment vested in him hereunder to the members of his family and/or to his tenants who reside in Foxwood, Section One, or in other property which PRC subjects to the jurisdiction of the Association and impresses with an assessment equivalent to the assessment imposed by Article V hereinafter, as may be permitted by the Association.

#### ARTICLE IV

#### THE ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS; BOARD OF DIRECTORS

**SECTION 4.1 - ORGANIZATION.** PRC shall cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

**SECTION 4.2 - PURPOSE.** The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare of the Members, to collect the annual and special assessments, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Areas and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration.

**SECTION 4.3 - BOARD OF DIRECTORS.** The Association shall act through a nine-member Board of Directors, which shall manage the affairs of the Association. The initial Directors of the Association shall be selected by PRC.

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

**SECTION 4.4 - MEMBERSHIP.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

**SECTION 4.5 - VOTING RIGHTS.** The Association shall have the following class or classes of voting membership with the following rights:

**CLASS "A":** The owners of the Assessable Tracts shall be the Class "A" Members, and by virtue of such membership, the Owner of each Assessable Tract shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of an Assessable Tract consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Assessable Tract.

**CLASS "B":** PRC shall be the sole Class "B" Member, and, by virtue of such membership, shall be entitled to three (3) votes for each Lot owned by PRC. The Class "B" Membership shall cease and be converted to Class "A" Membership on the happening of either of the following events, whichever occurs first:

- (a) When the total votes outstanding in the Class "A" Membership equal the total votes outstanding in the Class "B" Membership; or
- (b) At Midnight on December 31, 1985;



provided, however, that the Class "B" Membership shall be automatically reinstated whenever additional property is subjected by PRC to the jurisdiction of the Association and is impressed by PRC with an assessment equivalent to the assessment imposed by Article V herein, said Class "B" Membership as reinstated being subject to further termination at Midnight of the day falling ten (10) years after the date of the reinstatement of the Class "B" Membership or at the time when, once again, the total votes outstanding in Class "A" Membership equal the total votes outstanding in Class "B" Membership, whichever event occurs earlier.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

**SECTION 5.1 - CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Each Owner of a Lot which shall be or become subject to the assessments hereinafter provided for, by acceptance of a Deed or other conveyance therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments, and (2) special assessments for capital improvements, as such assessments may be fixed, established, and collected from time to time as hereinafter provided, together with (3) such interest thereon and cost of collection thereof as are hereinafter provided for, all of which shall be a charge on and secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided for, shall also be and remain the personal obligation of the person who is the Owner of such property at the time the assessment becomes due and payable, notwithstanding any subsequent transfer of title to such property. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

**SECTION 5.2 - PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage, and operate the Common Areas and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience, and welfare of the Members, such benefits to include, by way of illustration but not limitation, providing patrol or watchman service, providing and maintaining street lighting, fogging for insect control, enforcing the covenants contained in this Declaration, employing at the request of the Architectural Control Committee one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committee in carrying out its duties and authority as set forth in this Declaration, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Common Areas or for the benefit of the Members, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with law and the By-Laws governing the Association.

**SECTION 5.3 - MAXIMUM ANNUAL ASSESSMENTS.** The Association, by action of its Board of Directors, shall levy annual assessments against the Lots to obtain funds reasonably anticipated to be needed for the purposes stated in Section 5.2, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs; provided, the annual assessments shall be levied on a uniform basis as follows:

- (a) The amount of the annual assessment for a Lot with a Living Unit thereon occupied as a residence shall not exceed \$96.00, except that for any calendar year after the calendar year 1975, the Association may increase said maximum amount of the annual assessment for a Lot with a Living Unit thereon occupied as a residence, but if any such change increases the maximum amount which can be assessed against a Lot with a Living Unit thereon occupied as a residence to more than \$105.00 per year or more than 110% of the amount

assessed in the preceding calendar year, whichever is greater, the change must be approved by two-thirds of the votes cast by each Class of Members at a Meeting of Members. The amount actually assessed against a Lot with a Living Unit thereon occupied as a residence for any calendar year is referred to in (b) below as the "Base Assessment Sum" for such year.

- (b) The amount assessed each year against a Lot which does not have a Living Unit thereon occupied as a residence shall be a fraction of the Base Assessment Sum for such year, such fraction to be determined by the action of the Board of Directors of the Association.

**SECTION 5.4 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**SECTION 5.5 - NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 5.3 and 5.4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, stating the purpose thereof. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty per cent (60%) of all the votes of each Class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**SECTION 5.6 - UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**SECTION 5.7 - DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**SECTION 5.8 - DUTIES OF THE BOARD OF DIRECTORS.** The Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Lot for each calendar year, subject to the criteria and limitations set out in Section 5.3. The Board of Directors of the Association shall cause to be prepared a roster of the Lot showing the amount of each assessment, which

ronter shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall upon demand and for a reasonable charge at any time furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's property. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who, in good faith, relies thereon to his economic detriment.

**SECTION 5.9 - EFFECT OF NONPAYMENT OF ASSESSMENT; THE LIEN; REMEDIES OF ASSOCIATION.** If an assessment is not paid on the date it becomes due, such assessment shall thereupon become delinquent and, together with the interest thereon and cost of collection thereof hereinafter provided for, shall thereupon be secured by a continuing lien on the Lot against which the assessment was levied, including improvements thereon, which shall bind such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after it becomes due, the assessment shall bear interest from the date it becomes due at the rate of ten per cent (10%) per annum until it is paid, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or an action at law to foreclose the lien securing the assessment, and there shall be added to the amount of such assessment all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorney's fees and costs of suit. No Owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the Common Areas or abandonment of his Lot.

**SECTION 5.10 - SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien securing any assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the property subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the property pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a Deed of Trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien, or encumbrance, subject to such limitations, if any, as such Board may determine.

**SECTION 5.11 - EXEMPT PROPERTY.** The assessments and liens created in this Article V shall apply only to the Residential Lots and the remainder of the property in Foxwood, Section One, shall not be subject thereto or entitled to the rights granted to Members in Article IV.

**SECTION 5.12 - BOOKS.** The Association shall maintain books of account reflecting all of its income and disbursements. Any Member shall have the right to inspect such books at the office of the Association at any reasonable time.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL COMMITTEE

**SECTION 6.1 - TENURE.** The persons serving on the Architectural Control Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association have Living Units thereon occupied as residences, at which time the Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s).

A majority of the Architectural Control Committee may designate someone serving on the Committee to act for it. No person serving on the Committee shall be entitled to compensation for services performed pursuant to Article VI. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

**SECTION 6.2 - APPROVAL OF PLANS.** No buildings or other improvements, including streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed or maintained in Foxwood, Section One, nor shall any exterior addition to or alteration therein be made, unless and until (i) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways, and storage areas, and the location of Greenways, if any, in their relationship to existing or planned Greenways on adjoining property, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee, as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, casements, grades, surrounding structures, existing or planned Greenways, if any, walks, paths, and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and the schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove the preliminary site plan and schematic plan within ten (10) working days after they have been submitted to it, or thereafter fails to approve or disapprove the final working plans and specifications within ten (10) working days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 6.2 will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement.

Where not otherwise specified herein, it also shall have the right to specify requirements for each building site as follows: Minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of structures with respect to streets, walks, paths, existing and planned Greenways, if any, and structures on adjacent property. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of Foxwood, Section One.

**SECTION 6.3 - APPROVED CONTRACTORS.** No construction of a building, structure, fence, wall, or other improvements shall be commenced in Foxwood, Section One, until the contractor to perform such construction shall have been approved in writing by the Architectural Control Committee. In the event the Committee fails to approve or disapprove a contractor within ten (10) working days after his name is submitted to it, approval will not be required, and the provisions of this Section 6.3 will be deemed to have been fully complied with.

ARTICLE VII  
RESTRICTIONS

129-20-1396

SECTION 7.1. All buildings, structures, and other improvements erected, altered, or placed in Foxwood, Section One, shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or out-building shall be used in Foxwood, Section One, at any time as a residence, either temporarily or permanently. Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish or construction of any living unit shall be at least fifty-one per cent (51%) brick, stone, or other masonry; in computing such percentage, roof areas shall be excluded, but attached garages, porches, and other structures constituting part of the living unit proper shall be included.

SECTION 7.2. No nuisance shall ever be erected, placed, or suffered to remain upon any property in Foxwood, Section One, and no Owner of or resident on any property in Foxwood, Section One, shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.

SECTION 7.3. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes or livestock of any kind shall ever be kept in Foxwood, Section One, except that dogs, cats, or other common household pets (not to exceed a total of three adult animals) may be kept by the Owner or Tenant of any living unit, provided they are not kept for any commercial purpose.

SECTION 7.4. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with light-fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots or existing or planned Common Areas. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

SECTION 7.5. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in Foxwood, Section One.

SECTION 7.6. No privy, cesspool or septic tank shall be placed or maintained in Foxwood, Section One.

SECTION 7.7. No boat, trailer, camping unit, or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any Lot except in an enclosed structure, or in any area adequately screened by planting or fencing so as not to be seen from other Lots or existing or planned Common Areas, except that, during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor. No boat, trailer, camping unit, or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any street abutting any lot in Foxwood, Section One, for longer than six (6) consecutive hours.

SECTION 7.8. No clothing or other materials shall be aired or dried in Foxwood, Section One, except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots or existing or planned Greenways.

**SECTION 7.9.** Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 A.M. and before 9:00 P.M.

**SECTION 7.10.** No radio or television aerial wires or antennae shall be maintained on any portion of any lot forward of the front building line of said lot; nor shall any free standing antenna of any style be permitted upon the lot which extends more than ten (10) feet above the height of the roof of the living unit on said lot.

**SECTION 7.11.** All electrical, telephone, and other utility lines and facilities which (i) are located on a Lot, (ii) are not within a part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

**SECTION 7.12.** Mailboxes, house numbers and similar matter used in Foxwood, Section One, must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not so harmonious shall be final.

**SECTION 7.13.** No fence, wall, tree, hedge, or planting shall be maintained in Foxwood, Section One, in such manner as to obstruct sight lines for vehicular traffic. No fence or hedge shall be maintained within the front building setback line as shown on the recorded plat of Foxwood, Section One.

**SECTION 7.14.** No owner of any Lot in Foxwood, Section One, nor any visitor or guest of any owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets abutting such Lots other than work of a temporary nature.

**SECTION 7.15.** No outbuildings may be erected on any Lots in Foxwood, Section One, without the prior written approval of the Architectural Control Committee.

**SECTION 7.16.** No billboards or other signs may be erected in Foxwood, Section One, without the prior written consent of the Architectural Control Committee. Such Committee shall furnish, upon request, a sign manual setting forth the limitations and guidelines for signs, which shall be reasonable in scope and restriction, and shall grant its written approval of signs which satisfy the requirements of such manual. In no event shall the use of flags or banners be permitted in the promotion or sale of any living unit in Foxwood, Section One.

**SECTION 7.17.** The Owner of each Lot shall maintain the same, and the improvements, trees, hedges, and plantings thereon, in a neat and attractive condition. The Association shall have the right, after twenty (20) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already been taken by such Owner (i) to mow the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance, (iv) to repair or paint any fence thereon that is out of repair or not in harmony with respect to color, with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the rate of ten per cent (10%) per annum, and to pay any attorney's fees and court costs incurred by the Association in collecting said obligation.

**SECTION 7.18.** Except for the easement rights elsewhere recognized in this Declaration, the Lots and the Common Areas shall be used for the following purposes only:

- (a) Each Lot shall be used only for a single-family, Detached Residence, and no Lot shall be used for business or professional purposes of any kind. With each Detached Residence, there shall be an attached or detached, private, enclosed garage. Each such garage shall accommodate at least two automobiles. Bona fide domestic servants may live in the improvements on any such property.
- (b) The Greenways, if any, shall be used only for utility easements, pedestrian ways, recreation facilities, landscaping, and other purposes deemed by the Association to promote the recreation, safety, convenience and welfare of the Members. No motorized vehicles shall be permitted upon the Greenways, if any, except those that are used in the maintenance and upkeep of the Greenways, or of any utility easement over, on, or under the Greenways. By way of illustration, but not limitation, such prohibited motorized vehicles shall include automobiles, motorcycles, motor bicycles, and motor scooters.

**SECTION 7.19.** A Lot which fronts upon a Collector Street shall have direct driveway access from such Collector Street. A garage on a Lot which fronts on a Cul-de-sac Street shall have direct driveway access only from the abutting Cul-de-sac Street. The owner of each Lot shall construct and maintain at his expense the driveway from his garage to the abutting Collector or Cul-de-sac Street, whichever is permitted, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto.

**SECTION 7.20.** No building or Living Unit in Foxwood, Section One, shall exceed in height two (2) stories or twenty-four feet (24') measured from the finished grade of the building site. No Detached Residence of one story shall contain less than 1300 square feet of living area, no Detached Residence of two stories shall contain less than 1600 square feet of living area (all such computations of living areas to be exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and/or living quarters for bona fide domestic servants), unless the Architectural Control Committee agrees to the contrary in writing.

**SECTION 7.21.** No roof of any structure shall be constructed or covered so that exposed material is:

- (a) Asphalt shingles having a weight per square of less than 200 pounds.
- (b) Composition type shingles having a weight per square of less than 240 pounds.
- (c) Wood shingles having a grade of less than No. 2.

**SECTION 7.22.** The following building requirements shall apply to Detached Residences to be constructed, unless the Architectural Control Committee agrees to the contrary in writing, to-wit:

- (a) No building, fence, or other structure shall be placed or built on any such Lot nearer to the front lot line or nearer to a side street line than the building lines shown on the Foxwood, Section One, Plat.
- (b) No building shall be located nearer than five feet (5') to any interior lot line, except that a garage or other permitted building located seventy feet (70') or more from the front lot line may be located within three feet (3') of an interior side lot line. No building shall be located on any such Lot nearer than eight feet (8') to the rear lot line.
- (c) Before the construction of the Detached Residence is completed, the Builder shall construct in the adjacent street right-of-way a concrete sidewalk four feet (4') in width parallel to the street curb and two feet (2') away from the front lot line. The sidewalk shall extend the full width of the Lot and up to the street curb at a corner Lot.

- (d) The following requirement shall apply only to Lots One (1) through thirteen (13), both inclusive, in Block One (1), and Lots four (4) through nine (9), both inclusive and Lot twenty (20), in Block Five (5), in Foxwood, Section One. Before the construction of the Detached Residence is completed upon any of said Lots, the Builder shall construct and erect along the entire length of the rear property line and along the south side line of Lot twenty (20), Block Five, (5) thereof a wood fence six feet (6') in height, to be of such design and type of wood as the Architectural Control Committee shall stipulate.

SECTION 7.23. The Owner of each Lot used for a Living Unit, as a minimum, shall spot sod or sprig with grass the area between the front of his Living Unit and the curb line of the abutting Cul-de-sac or Collector Street. The grass shall be of a type and within standards prescribed by the Architectural Control Committee.

SECTION 7.24. The Owner of any Lot may construct at his expense and at his election a fence upon such Lot, which fence shall be six feet (6') in height and shall otherwise comply with the provisions herein contained and the specifications established by the Architectural Control Committee. All fences so constructed shall be of wood or masonry construction and shall be maintained in good and attractive condition by the respective Owners of the Lots, except that the Association at its election and at its expense may paint the side of any fence facing a Greenway, if any.

SECTION 7.25. No Owner of a Lot shall have the right, by virtue of such ownership, to make any improvement to a Collector Street, a Cul-de-sac Street, or a Greenway, if any.

SECTION 7.26. Notwithstanding the foregoing provisions of this Article VII, PRC and its permittees shall have the exclusive right to erect, place, and maintain on their respective properties in Foxwood, Section One, such facilities (including but not limited to, offices, storage areas, model units, and signs) as in PRC's sole discretion may be necessary or convenient to improve and/or sell properties in Foxwood, Section One.

#### ARTICLE VIII

##### UNDERGROUND ELECTRIC SERVICE

SECTION 8.1. An underground electric distribution system will be installed within the properties which will be designated an Underground Residential Subdivision and which underground service area shall embrace all Lots in the properties. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's 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. In addition, the Owner of each Lot shall, at his 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 or such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120 / 240 volt, three wire, 60 cycle, alternating current.



**SECTION 8.2.** The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to PRC (except for certain conduits, where applicable) upon PRC's representation that the Underground Residential Subdivision is being developed for residential dwelling units 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. Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed and this Declaration be amended so as to permit the erection therein of one or more mobile homes, the company shall not be obligated to provide electric service to any such mobile home unless (a) PRC has paid to the company an amount representing the excess in cost for the entire Underground Residential Subdivision of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary, provided that in no instance shall PRC be obligated to pay the electric company such amount representing the excess in cost should the Lot Owners amend the Declaration to allow dwellings of a different type.

**SECTION 8.3.** The provisions of the two preceding sections shall also apply to any future residential development in Reserve(s) shown on the plat of Foxwood Subdivision, Section One, as such plat exists at the execution of the Agreement for Underground Electric Service between the electric company and PRC 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 has been undertaken in the Underground Residential Subdivision, such Owner shall pay the electric company \$1.75 per front lot foot unless the Developer has paid the electric company as above-described. The provisions of this section and the two preceding sections do not apply to any future nonresidential development in such Reserve(s).

## ARTICLE IX

### GENERAL PROVISIONS

**SECTION 9.1 - INCORPORATION.** The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by PRC conveying all or any part of the land in Foxwood, Section One, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

**SECTION 9.2 - ENFORCEMENT.** The terms and provisions of this Declaration shall run with and bind the land in Foxwood, Section One, and shall inure to the benefit of and be enforceable by PRC, the Association, or the Owner of any Lot and by their respective legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the property to enforce any lien created by this Declaration, and failure of PRC, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

**SECTION 9.3 - SEVERABILITY.** Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

**SECTION 9.4 - DURATION.** This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the holders of three-fourths (3/4ths) of the votes of each Class of Members with voting privileges has been filed for record in the Office of the County Clerk of Harris County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

**SECTION 9.5 - AMENDMENTS.** Subject to the provisions of Article X, this Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by seventy-five percent of the votes cast by each Class of Members at a Meeting of Members. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

**SECTION 9.6 - GENDER AND GRAMMAR.** The singular wherever used herein shall be construed to mean or include the plural when applicable; and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

**SECTION 9.7 - TITLES.** The titles of this Declaration of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

**SECTION 9.8 - EXECUTION BY THE ASSOCIATION.** The Association, by joining in the execution hereof, agrees to be bound by all of the terms and provisions of this Declaration.

**SECTION 9.9 - SUCCESSORS IN TITLE.** The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of PRC and the Association and their respective successors and assigns.

## ARTICLE X

### ADDITIONS TO EXISTING PROPERTY

Additional lands may become subject to this Declaration in the following manner:

**SECTION 10.1 - ANNEXATIONS.** Provide that additional residential property and common area may be annexed to the properties with the consent of 2/3 of each class of membership; however, upon submission and approval by FIAA/VA of a general plan of the entire development, and approval of each stage of development such additional stages of development may be annexed by the Developer without such approval by the membership.

**SECTION 10.2 - MERGERS.** Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration. Any merger or consolidation must be approved by FIAA and VA if there Class "B" membership and must also be approved by Class "A" members.

ARTICLE XI

129-20-1402

OIL AND MINING OPERATION

No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE XII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE III

LIENHOLDER

First Continental Mortgage Company, with its business domicile located in Houston, Harris County, Texas, the owner and holder of the liens covering the Properties, has executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions, and restrictions.

129-20-1403

IN WITNESS WHEREOF, this Declaration is executed this 27th

day of March, 1975 A.D.

(22)  
92

PRC DEVELOPMENT COMPANY

By: Charles F. Reinhardt  
Vice-President

ATTEST:

[Signature]  
Secretary

MEMORANDUM  
Provision of This Instrument Were Taken at  
Held at At The Time of Recording

FIRST CONTINENTAL MORTGAGE COMPANY

By: [Signature]  
Executive Vice-President

ATTEST:

[Signature]  
Secretary

ATTEST:

[Signature]  
Secretary

FOXWOOD HOMEOWNERS ASSOCIATION, Inc.

By: Charles F. Reinhardt  
President

Melvin V. Moore  
Melvin V. Moore

Albert Alsina  
Albert Alsina

Neda M. Moore  
Neda M. Moore

Vickie Alsina  
Vickie Alsina

Ronald G. Reinhardt  
Ronald G. Reinhardt

Christian J. Weigmann  
Christian J. Weigmann

Felty L. Reinhardt  
Felty L. Reinhardt

Dolores Weigmann  
Dolores Weigmann

William S. Crawford Jr  
WILLIAM S. CRAWFORD, JR.

for

REPUBLIC OF TEXAS SAVINGS ASSOCIATION

By: [Signature]  
President

ATTEST:  
[Signature]  
Secretary

TMC FUNDING, INC.  
By: [Signature]  
Via... President

ATTEST:  
[Signature]  
Secretary

SECURITY FIRST MORTGAGE  
By: [Signature]  
President

ATTEST:  
[Signature]  
Secretary

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. CRAWFORD, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Signature]  
Notary Public in and for Harris County,  
Texas

THE STATE OF TEXAS I  
I  
COUNTY OF HARRIS I

129-20-1405

BEFORE ME, the undersigned authority, on this day personally appeared Charles A. ..., known to me to be the person whose name is subscribed to the foregoing instrument as President of PRC DEVELOPMENT CO., a Texas Corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 10th day of August, 1975 A.D.

Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS I  
I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Joe J. ..., known to me to be the person whose name is subscribed to the foregoing instrument as Executive Vice President of FIRST CONTINENTAL MORTGAGE COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 14th day of June, 1975 A.D.

Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS I  
I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Charles A. ..., known to me to be the person whose name is subscribed to the foregoing instrument as President of FOXWOOD HOMEOWNERS ASSOCIATION, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 10th day of August, 1975 A.D.

Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS I  
I  
COUNTY OF HARRIS I

129-20-1407

BEFORE ME, the undersigned authority, on this day personally appeared Walter L. Jager, known to me to be the person whose name is subscribed to the foregoing instrument as President of REPUBLIC OF TEXAS SAVINGS ASSOCIATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 6th day of August, 1975, A.D.

Gene D. Jones  
Notary Public in and for Harris County,  
Texas

THE STATE OF TEXAS I  
I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Harvey W. Nichols, known to me to be the person whose name is subscribed to the foregoing instrument as President of TMC FINANCE, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 30th day of June, 1975, A.D.

Cheryl J. Jick  
Notary Public in and for Harris County,  
Texas

THE STATE OF TEXAS I  
I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared CURTIS HANKAMER, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Notary Public in and for Harris County,  
Texas

THE STATE OF TEXAS I  
I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared A. J. C., known to me to be the person whose name is subscribed to the foregoing instrument as President of SECURITY FIRST MORTGAGE COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 21st day of June, 1975, A.D.

W. D. J. J.  
Notary Public in and for Harris County,  
Texas

129-20-1409

Estate of Charles Thomas Parker,  
Deceased

By *Gene C. Parker, Bill Executed.*  
Gene C. Parker, Independent Executrix

*[Signature]* \_\_\_\_\_ (11)  
William R. Parker, Jr.

*[Signature]* \_\_\_\_\_  
U. K. Parker, Jr.

*[Signature]* \_\_\_\_\_  
S. E. Murphree, Jr.

*[Signature]* \_\_\_\_\_  
Robert F. Hall, Jr.

*[Signature]* \_\_\_\_\_  
Joe H. Reynolds

*[Signature]* \_\_\_\_\_  
Searcy Bracowell

*[Signature]* \_\_\_\_\_  
Fentress Bracowell

REVISIONS MEMORANDUM:  
The changes made on this instrument  
were present at the time instrument  
was filed and recorded.

Allied Bank of Texas  
By: *[Signature]*

Attest:  
*[Signature]*  
Cashier  
EVELYN LANE, ASSISTANT CASHIER

LIENHOLDERS



THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

129-20-1411

BEFORE ME, the undersigned authority, on this day personally appeared S. L. Murphree, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13<sup>th</sup> day of July, 1975.

Carrie B. Watta  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared Robert F. Ball, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16<sup>th</sup> day of July, 1975.

Carrie B. Watta  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared Joe H. Reynolds, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17<sup>th</sup> day of July, 1975.

Carrie B. Watta  
Notary Public in and for  
Harris County, Texas

EXHIBIT "A"

129-20-1413

- (1) Lots 1 through 13, both inclusive, in Block One;
- Lots 1 through 23, both inclusive, in Block Two;
- Lots 1 through 55, both inclusive in Block Three;
- Lots 1 through 14, both inclusive, in Block Four;
- Lots 1 through 20, both inclusive, in Block Five;
- Lots 1 through 46, both inclusive, in Block Six;
- Lots 1 through 14, both inclusive, in Block Seven;
- Lots 1 through 30, both inclusive, in Block Eight;
- Lots 1 through 37, both inclusive, in Block Nine;
- Lots 1 through 34, both inclusive, in Block Ten; and
- Lots 1 through 14, both inclusive, in Block Eleven;

all in Foxwood, Section One, according to the plat thereof recorded in Volume 222 at Page 1 of the Map Records of Harris County, Texas.

REF. TO AMERICAN TITLE CO.

FOXWOOD HOMEOWNERS ASSOCIATION  
AMENDMENTS TO THE BY-LAWS

ARTICLE III. Meeting of Members.

ARTICLE III. Section 1. Annual Meetings. The Annual Meeting of the membership, for the purposes of electing Directors, receiving all committee and financial reports and transacting such other business as may properly come before the Board, shall be held sometime during the month of September at a time and place within the subdivision as designated by the Board of Directors.

ARTICLE III. 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 Declaration, 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 the 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 represented. If however, at the Annual Meeting of the membership, such quorum shall not be present or represented by the time of the regular October meeting of the Board of Directors, the presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-twentieth (1/20) of the votes of each class of membership shall constitute a quorum.

ARTICLE III. Section 5. Proxies. At all meetings of members, each member may vote in person, by proxy vote, or by proxy. A proxy vote is an absentee vote by a member in writing which is not alterable by the person filing the proxy vote with the secretary. All proxies shall be in writing and filed with the secretary. Every proxy or proxy vote shall be revocable, specify the meeting or action to which it applies and automatically cease upon conveyance by the member of his Lot. General proxies shall not be permitted.

ARTICLE IV. Board of Directors: Selection: Term of Office

ARTICLE IV. Section 1. Number. The affairs of this Association shall be managed by a board of nine (9) directors, who are members of the Association or who reside on a member's property within Foxwood.

ARTICLE IV. Section 3. Removal. Any Director will automatically be removed from the Board when he ceases to be either a member of the Association or to reside on a member's property within Foxwood. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Any director may be removed from the Board if he misses three (3) consecutive regular monthly meetings of the Board by a vote of the remaining members of the Board. Any director may be removed from the Board if he becomes in default in the payment of any annual assessment or special assessment levied by the Association by a vote of the remaining members of the Board. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

IN WITNESS THEREOF, we, being all of the directors of the FOXWOOD HOMEOWNERS ASSOCIATION, have hereunto set our hands this 11<sup>th</sup> day of JANUARY, 1996.

Jay B. Smith

[Signature]

[Signature]

[Signature]

[Signature]

Carol E. Heine

Deborah Revels

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the FOXWOOD HOMEOWNERS ASSOCIATION, a Texas corporation, and,

THAT the foregoing constitute the amendments to the By-Laws of said Association, as duly adopted at an annual meeting of the membership thereof, held on the 9<sup>th</sup> day of November, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 11<sup>th</sup> day of January, 1996

Jamey T. Ulbrich  
Secretary

# FOXWOOD H. O. A.

2204 Timberloch Place, Suite 245,

The Woodlands, Texas 77380

Phone: (281) 296-97 Fax: (281) 296-9788 E-mail:

conmgsvc@swbell.net

20110545764  
12/29/2011 RP2 \$36.00

## ASSOCIATION'S POLICIES/GUIDELINES [Recorded Pursuant to Sections 202.007, 202.009, 202.010, 202.011 and 202.018, Title 11, Texas Property Code]

- I.** The name of the Subdivision is Foxwood.
- II.** The name of the Association is Foxwood Homeowners Association.  
(the "Association")
- III.** The recording data (i.e., Map or Plat reference) for each Section of the Subdivision, and the recording data for the Declaration (i.e., Deed Restrictions) for each Section of the Subdivision is as follows:

### Map(s) or Plat(s) Records of Harris County, Texas:

- (i) Foxwood, Section One - Volume 222, Page 1;
- (ii) Foxwood, Section Two - Volume 225, Page 20;
- (iii) Foxwood, Section Three -- Volume 231, Page 10
- (iv) Foxwood, Section Four -- Volume 268, Page 42;

### Deed Restrictions (Deed Records of Harris County, Texas):

- (i) Foxwood, Section One - Harris County Clerk's File No. E586963;
- (ii) Foxwood, Section Two - Harris County Clerk's File No. E549979;
- (iii) Foxwood, Section Three - Harris County Clerk's File No. F032292
- (iv) Foxwood, Section Four -- Harris County Clerk's File No. G197583

- IV.** ASSOCIATION'S POLICIES/GUIDELINES REGARDING: (I) U. S. FLAGS, TEXAS FLAGS AND CERTAIN MILITARY FLAGS; (II) SOLAR PANELS/SOLAR ENERGY DEVICES; (III) STORM, SOLAR AND/OR ENERGY EFFICIENT ROOF SHINGLES; (IV) RAIN BARRELS AND/OR RAINWATER HARVESTING SYSTEMS; (V) RELIGIOUS DOOR AND/OR ENTRYWAY DISPLAYS; AND (VI) POLITICAL SIGNS: The following Association Policies/Guidelines were approved by at least a majority vote of the Board of Directors of Foxwood Homeowners Association.  
(the "Board"), at a duly called Meeting of the Board held on the 8<sup>th</sup> day of December, 2011, at which Meeting a quorum was present:

**a) Policies/Guidelines regarding Flags and Flag Poles:**

- 1. Prior to installation of a flagpole, the advance written approval of the Association's Architectural Control Committee is required as set forth in the Restrictions.
- 2. The following flags may be displayed by an Owner or Resident of an occupied premises:  
1) one flag of the United States of America; 2) one flag of the State of Texas; and 3) one official or replica flag of any branch of the United States armed forces.

3. The flag of the United States must be displayed in accordance with *4 USC Sections 5-10*.
4. The flag of the State of Texas must be displayed in accordance with *Chapter 3100, Texas Government Code*.
5. A flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
6. The display of a flag and/or the location and construction of the supporting flagpole must comply with any and all applicable easements and setbacks of record.
7. A displayed flag and the flagpole on which it is flown must be maintained in good condition. Further, any deteriorated flag or deteriorated or structurally unsafe flagpole must be timely repaired, replaced or removed.
8. Only one of each type of flag identified in item "2" above may be displayed at an occupied premise.
9. No flags may be displayed at any unoccupied (i.e., vacant) premises;
10. Any displayed flag may be no larger than 3 x 5 in size, and must be flown from an approved flagpole attached to a dwelling or from only one approved freestanding flagpole. The single freestanding flagpole may not exceed twenty feet (20') in height. The diameter, design, materials, color and location of any flagpole (whether attached to a dwelling or freestanding) must be approved in advance, and in writing, by the Association's Architectural Control Committee.
11. The intensity of any lights installed to illuminate a flag or flags is subject to approval by the Association so as to avoid a potential nuisance or annoyance to the neighborhood. Further, no flag may be installed or displayed in such a manner as to create excessive noise caused by an external halyard of a flagpole.
12. Unless installed or displayed by the Association, a flag or flags may not be displayed on any property owned or maintained by the Association.

**b. Policies/Guidelines regarding Solar Panels and/or Solar Energy Devices:**

1. Prior to installation of any solar panel or any other solar energy device, the advance written approval of the Association's Architectural Control Committee is required as set forth in the Restrictions.
2. A solar panel and/or any other solar energy device is not allowed if it threatens the public health or safety and/or if it violates any Federal, State or local law.
3. Any approved solar panel and/or any other approved solar energy device must be installed on the roof of the home or of another structure allowed under the Restrictions or, alternatively, in a fenced yard or patio owned and maintained by the property owner.
4. The following solar panels and/or other solar energy devices are prohibited:
  - a. if installed on the roof of the home: (i) it extends higher than or beyond the roofline; (ii) it is located in an area other than an area designated by the

Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association; (iii) it does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; and/or (iv) it has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;

- b. if installed in a fenced yard or patio, it is taller than the fence line;
  - c. if as installed, it voids material warranties;
  - d. if it was installed without the property owner first receiving the advance written approval of the Association's Architectural Control Committee; and/or
  - e. if the Association or its Architectural Control Committee determines in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities (*note*: for the purpose of making a determination under this sub-paragraph "e," the written approval of the proposed placement of the device by all property owners of adjoining property constitutes *prima facie* evidence that such a condition does not exist).
3. Unless installed by the Association, a solar panel and/or any other solar energy device may not be installed on any property owned or maintained by the Association.

c. **Policies/Guidelines regarding Storm, Solar and/or Energy Efficient Roof Shingles (i.e., roof shingles designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, and/or provide solar generation capabilities):**

- 1. Prior to installation of storm, solar and/or energy efficient roof shingles, the advance written approval of the Association's Architectural Control Committee is required as set forth in the Restrictions.
- 2. When installed, any such shingles must: (a) resemble the shingles used or otherwise authorized for use on property in the Subdivision; and (b) are more durable than and are of equal or superior quality to shingles used or otherwise authorized for use on property in the Subdivision.
- 3. When installed, any such shingles must match the aesthetics of the property surrounding the owner's property.

d. **Policies/Guidelines regarding Rain Barrels and/or Rainwater Harvesting Systems:**

- 1. Prior to installation of a rain barrel(s) and/or rainwater harvesting system, the advance written approval of the Association's Architectural Control Committee is required as set

forth in the Restrictions.

2. A rain barrel(s) and/or rainwater harvesting system is not allowed if: (i) it is located between the front of the property owner's home and an adjoining or adjacent street; (ii) the barrel(s) or system is of a color other than a color consistent with the color scheme of the property owner's home; and/or (iii) the barrel(s) or system displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
3. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if: (a) the regulation (or restriction) does not prohibit the economic installation of the device or appurtenance on the property owner's property; and (b) there is a reasonably sufficient area on the property owner's property in which to install the device or appurtenance.
4. Unless installed by the Association, a rain barrel(s) and/or rainwater harvesting system may not be installed on any property owned or maintained by the Association.

e. **Policies/Guidelines regarding Religious Door and/or Entryway Displays:**

1. To the extent allowed by the U. S. Constitution and the Texas Constitution, the following religious displays are prohibited: (i) displays that threaten the public health or safety; (ii) displays that violate a Federal, State or local law; (iii) displays that contain language, graphics, or any display that is patently offensive to a passerby; (iv) a display(s) in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Owner's or resident's dwelling; and/or (v) individually or in combination with each other religious items displayed or affixed on the entry door or door frame which has/have a total size of greater than twenty-five (25) square inches.
2. An Owner or resident may not use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the restrictive covenants governing the dwelling.
3. The Association may remove a religious item displayed in violation of a restrictive covenant.

f. **Policies/Guidelines regarding Political Signs:**

1. A property owner may display on the owner's property (i.e., Lot) one or more signs advertising a political candidate or ballot item for an election only on or after the 90th day before the date of the election to which the sign relates until the 10th day after that election date.
2. Any such political sign must be ground-mounted, and a property owner(s) may display on his and/or her Lot only one sign for each candidate or ballot item.
3. Prohibited political signs include any sign that: (1) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (2) is



vehicle, or any other existing structure or object; (3) includes the painting of architectural surfaces; (4) threatens the public health or safety; (5) is larger than four feet by six feet; (6) violates a law; (7) contains language, graphics, or any display that would be offensive to the ordinary person; or (8) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

4. The Association may remove, or cause to be removed, a sign displayed in violation of the foregoing Policy for Political Signs.

### CERTIFICATION

"I, the undersigned, being the President of Foxwood Homeowners Association, hereby certify that the foregoing Association's Policies/Guidelines was adopted by at least a majority of the Association's Board of Directors, and such Association's Policies/Guidelines has never been modified or repealed, and is now in full force and effect."

Foxwood Homeowners Association.

By: Barbara Gibbs, *Jan*

President

Printed name: BARBARA GIBBS

Date: 12-8-2011

Foxwood Homeowners Association.

Association's Policies/Guidelines regarding Flags, Flagpoles, Solar Panels, Solar Energy Devices, Storm Roof Shingles, Solar Roof Shingles, Energy Efficient Roof Shingles, Rain Barrels, Rainwater Harvesting Systems, Religious Door and/or Entryway Displays, and Political Signs

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2011 DEC 29 PM 3:46

FILED

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF Harris   §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared Barbara Gibbs, President of Foxwood Homeowners Association, a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8<sup>th</sup> day of December 2011.

*Susan J. Franz*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



**Foxwood Homeowners Association**

Association's Policies/Guidelines regarding Flags, Flagpoles, Solar Panels, Solar Energy Devices, Storm Roof Shingles, Solar Roof Shingles, Energy Efficient Roof Shingles, Rain Barrels, Rainwater Harvesting Systems, Religious Door and/or Entryway Displays, and Political Signs

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

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

DEC 29 2011



*Sta Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Return to: Michael T. Gainer  
Attorney at Law  
9801 Westheimer, Ste 302  
Houston, TX 77042-6

✓

3  
NOTICE  
B

**FOXWOOD HOMEOWNERS ASSOCIATION**  
C/O Consolidated Management Services  
2204 Timberloch Place, Suite 245, The Woodlands, Texas. 77389  
Phone: 281.296.9755 Fax: 281.296-9788  
e-mail: conmgsvc@swbell.net

(S)  
we

**PAYMENT PLAN POLICY**

- I. The name of the Subdivision is Foxwood.
- II. The name of the Association is FOXWOOD HOMEOWNERS ASSOCIATION.
- III. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision, and the recording data for the Declaration (i.e., Deed Restrictions) for each Section of the Subdivision is as follows:

**Map(s) or Plat(s) Records of Harris County, Texas:**

- (i) Foxwood, Section One - Volume 222, Page 1;
- (ii) Foxwood, Section Two - Volume 225, Page 20;
- (iii) Foxwood, Section Three - Volume 231, Page 10;
- (iv) Foxwood, Section Four - Volume 268, Page 42

Yes

**Deed Restrictions (Deed Records of Harris County, Texas):**

- (i) Foxwood, Section One - Harris County Clerk's File No. E586963;
- (ii) Foxwood, Section Two - Harris County Clerk's File No. E549979;
- (iii) Foxwood, Section Three - Harris County Clerk's File No. F032292;
- (iv) Foxwood, Section Four - Harris County Clerk's File No. G197583

IV. This payment plan policy was approved by at least a majority vote of the Board of Directors of the Foxwood Homeowners Association (the "Board"), at a duly called Meeting of the Board held on the 8<sup>th</sup> day of December, 2011, at which Meeting, a quorum was present.

- 1. Owners are entitled to one (1) approved payment plan to pay their annual assessment.
- 2. All payment plans require a down payment and monthly payments.
- 3. Upon request, all Owners are automatically approved for a payment plan consisting of the down payment listed below, with the balance paid off in monthly installments as followed:

0 - \$500.00	Ninety (90) days (3 months)	10% Down
\$501.00 - 1000.00	One hundred twenty (120) days (6 months)	15% Down
\$1,001.00 - 1,500.00	Twelve (12) Months	20% Down

In Excess of \$1,500.00 Eighteen (18) Months

25% Down

4. If an owner defaults on the payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with the owner for the next two years.
5. Alternative payment plan proposals must be submitted to and approved by the Association. The Association is not obligated to approve alternative payment plan proposals. No payment plan may be shorter than three (3) months or longer than eighteen (18) months.
6. The Association cannot charge late fees during the course of a payment plan, but can charge interest at the rate it is entitled to under its Governing Documents and can charge reasonable costs of administering the payment plan.

**CERTIFICATION**

"I, the undersigned, being the President of the FOXWOOD HOMEOWNERS ASSOCIATION, hereby certify that the foregoing Payment Plan Policy Resolution was adopted by at least a majority of the Association's Board of Directors, and such Payment Plan Policy Resolution has never been modified or repealed, and is now in full force and effect."

FOXWOOD HOMEOWNERS ASSOCIATION *1900*

By: *Barbara Gibbs*  
Barbara Gibbs, President

Date: *12-8-2011*

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
2011 DEC 29 PM 3:46  
FILED

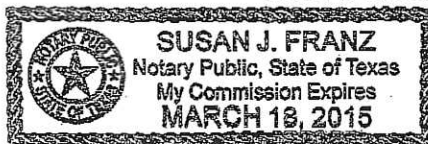
ACKNOWLEDGMENT

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared Barbara Gibbs, President of the FOXWOOD HOMEOWNERS ASSOCIATION, a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5<sup>th</sup> day December, 2011.

*Susan J. Franz*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



Foxwood Homeowners Association/ Payment Plan Policy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS REVOKED AND UNENFORCEABLE UNDER FEDERAL LAW. THE STATE OF TEXAS COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Succession on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

DEC 29 2011



*Stuart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Return to: Michael T. Gainer  
Attorney at Law  
9801 Westheimer, Ste 302  
Houston, TX 77042

3  
NOTICE

B

**FOXWOOD HOMEOWNERS ASSOCIATION**  
C/O Consolidated Management Services  
2204 Timberloch Place, Suite 245  
The Woodlands, Texas 77380  
Tel. No. 281.296.9775 / Fax 281.297.9788  
Email: [conmgsvc@swbell.net](mailto:conmgsvc@swbell.net)

20110545763  
12/29/2011 RP2 \$24.00

(5)  
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**ASSOCIATION'S COLLECTION POLICY**

- I. The name of the Subdivision is Foxwood.
- II. The name of the Association is FOXWOOD HOMEOWNERS ASSOCIATION.
- III. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision, and the recording data for the Declaration (i.e., Deed Restrictions) for each Section of the Subdivision is as follows:

**Map(s) or Plat(s) Records of Harris County, Texas:**

- (i) Foxwood, Section One - Volume 222, Page 1;
- (ii) Foxwood, Section Two - Volume 225, Page 20;
- (iii) Foxwood, Section Three - Volume 213, Page 10;
- (iv) Foxwood, Section Four - Volume 268, Page 42

402

**Deed Restrictions (Deed Records of Harris County, Texas):**

- (i) Foxwood, Section One - Harris County Clerk's File No. E586963;
- (ii) Foxwood, Section Two - Harris County Clerk's File No. E549979;
- (iii) Foxwood, Section Three - Harris County Clerk's File No. F046832
- (iv) Foxwood, Section Four - Harris County Clerk's File No. G197583

IV. **COLLECTION POLICY:** The Association provides a number of services for the Foxwood community. While the vast majority of property owners ("Owners") do timely pay, there is generally a small percentage of owners who do not. The obligation to pay annual assessments/maintenance charges ("assessments") is mandatory for all property owners. The Association's current Collection Policies and Procedures are as follows:

- 1. The Association mails out invoices at least thirty (30) days before the due date.
- 2. Payment in full is due annually in advance on January 1 of each year. However, there is no penalty or interest charged so long as the full payment is received by the Association on or before January 31 of each year.
- 3. Should an Owner fail to pay the full amount of the assessment currently due on or before January 31 of any year, the Association will apply the following schedule:
  - a) At any time after January 31, the Association may authorize the preparation and recording of an Affidavit or Notice of Lien (e.g., identifying the delinquent property by address and legal description, identifying the Owner(s), and evidencing the

amount of the current delinquency).

- b) A delinquent statement including penalty and interest, and any other additional fees will be mailed in February.
- c) A second delinquent statement including penalty and interest, and any other additional charges will be mailed in March and access to the association facilities will be terminated.
- d) A management company administrative fee of \$50.00 will be applied to each delinquent account in March of each year.
- e) A delinquency letter offering a payment plan and a copy of the Association's payment plan policy will be mailed in April with the response by the delinquent party due by May 15th.
- f) For all sums not addressed by the delinquent party by May 31<sup>st</sup>, all past due and delinquent sums will be filed and recorded in the County property records as a lien on the property.
- g) All items that remain delinquent with no payment arrangements, or with defaulted payment arrangements, for one year and which are still outstanding as of February 1<sup>st</sup> of the following year will be referred to the Association's attorney for legal action.
- h) **ALL ITEMS PLACED WITH THE ASSOCIATION'S ATTORNEY WILL REMAIN WITH THE ATTORNEY'S OFFICE UNTIL PAID IN FULL.**

#### **CERTIFICATION**

"I, the undersigned, being the President of Foxwood Homeowners Association, hereby certify that the foregoing Collection Policy Resolution was adopted by at least a majority of the Association's Board of Directors, and such Collection Policy Resolution has never been modified or repealed, and is now in full force and effect."

**FOXWOOD HOMEOWNERS ASSOCIATION**

By: Barbara Gibbs  
President

Printed name: BARBARA GIBBS

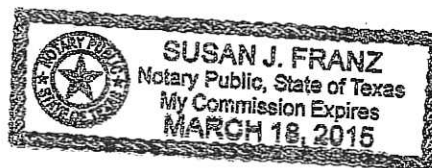
ACKNOWLEDGMENT

THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared Barbara Gibbs President of FOXWOOD HOMEOWNERS ASSOCIATION, a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5<sup>th</sup> day of December 2011.

Susan J. Franz  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



Foxwood Homeowners Association / Collection Policy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in the Public Records on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

DEC 29 2011

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2011 DEC 29 PM 3:46

FILED

Return to: Michael T. Garner  
Attorney at Law  
9801 Westheimer, Ste 302  
Houston, TX 77042



FOXWOOD HOMEOWNERS ASSOCIATION  
c/o Consolidated Management Services  
2204 Timberloch Place, Suite 245, The Woodlands, Texas 77380  
Phone: 281.296.9775 Fax: 281.296.9788  
Email to: conmgsvc@swbell.net

RECORDS RETENTION POLICY

20110545760 (5)  
12/29/2011 RF2 \$24.00

- I. The name of the Subdivision is Foxwood. we
- II. The name of the Association is FOXWOOD HOMEOWNERS ASSOCIATION.
- III. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision, and the recording data for the Declaration (i.e., Deed Restrictions) for each Section of the Subdivision is as follows:

Map(s) or Plat(s) Records of Harris County, Texas:

- (i) Foxwood, Section One - Volume 222, Page 1;
  - (ii) Foxwood, Section Two - Volume 225, Page 20
  - (iii) Foxwood, Section Three - Volume 231, Page 10;
  - (iv) Foxwood, Section Four - Volume 268, Page 42
- 4ee

Deed Restrictions (Deed Records of Harris County, Texas):

- (i) Foxwood, Section One - Harris County Clerk's File No. E586963;
- (ii) Foxwood, Section Two - Harris County Clerk's File No. E549979;
- (iii) Foxwood, Section Three - Harris County Clerk's File No. F032292
- (iv) Foxwood, Section Four - Harris County Clerk's File No. G197583
- (v)

- IV. Records Retention. This Records Retention Policy was approved by at least a majority vote of the Board of Directors of the Foxwood Homeowners Association, (the "Board"), at a duly called Meeting of the Board held on the 8<sup>th</sup> day of December, 2011, at which Meeting a quorum was present.

The Association shall maintain its records as follows:

**RECORDS RETENTION PERIODS**

- |   |  |
|---|--|
| 1. Certificate of Formation/Articles of Incorporation, By-Laws, Declarations and all amendments to those documents. | <u>Permanent</u>                                       |
| 2. Financial Books and Records  | <u>Seven (7) years</u>                                 |
| 3. Account Records of Current Owners  | <u>Five (5) years</u>                                  |
| 4. Contracts with a term of more than one year  | <u>Four (4) years</u><br><u>After Contract expires</u> |

- 5. Minutes of Member Meetings and Board Meetings Seven (7) years
- 6. Association Tax Returns and Tax Audits Seven (7) years

Records not listed above are not subject to retention. Relative to the above-listed records, upon expiration of the retention date, the applicable record(s) shall not be considered a part of the Association's books and records and may be destroyed.

**CERTIFICATION**

"I, the undersigned, being the President of the Foxwood Homeowners Association, hereby certify that the foregoing Records Retention Policy Resolution was adopted by at least a majority of the Association's Board of Directors, and such Records Retention Policy Resolution has never been modified or repealed, and is now in full force and effect."

**FOXWOOD HOMEOWNERS ASSOCIATION** *for*

By: *Barbara Gibbs*  
 Barbara Gibbs, President

Date: *12-8-2011*

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 ↘  
 Return to: Michael T. Grainer  
 Attorney at Law  
 9801 Westheimer, Ste 302  
 Houston, TX 77042 2

*Stan Stewart*  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS  
 2011 DEC 29 PM 3:46  
 FILED

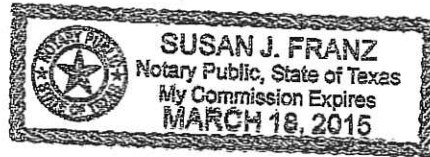
ACKNOWLEDGMENT

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared Barbara Gibbs, President of the FOXWOOD HOMEOWNERS ASSOCIATION, a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of December, 2011.

*Susan J. Franz*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND UNREPEALABLY UNDER FEDERAL LAW, THE STATE OF TEXAS COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Central Public Records of Real Property of Harris County, Texas

DEC 29 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Foxwood Homeowners Association/ Records Retention Policy

Return to: *Michael T. Garner*  
*Attorney at Law*  
*9801 Westheimer, Ste 302*  
*Houston TX 77042*

NOTICE  
B

**FOXWOOD HOMEOWNERS ASSOCIATION**  
C/O Consolidated Management Services  
2204 Timberloch Place, Suite 245, The Woodlands, Texas 77380  
Phone: 281.296.9775 Fax: 281.296.9788  
Email: conmgsvc@swbell.net

**RECORDS PRODUCTION POLICY**

(S)  
we

- I. The name of the Subdivision is Foxwood.
- II. The name of the Association is FOXWOOD HOME OWNERS ASSOCIATION.
- III. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision, and the recording data for the Declaration (i.e., Deed Restrictions) for each Section of the Subdivision is as follows:

**Map(s) or Plat(s) Records of Harris County, Texas:**

- (i) Foxwood, Section One - Volume 222, Page 1;
- (ii) Foxwood, Section Two - Volume 225, Page 20;
- (iii) Foxwood, Section Three - Volume 231, Page 10;
- (iv) Foxwood, Section Four - Volume 268, Page 42

Yes

**Deed Restrictions (Deed Records of Harris County, Texas):**

- (i) Foxwood, Section One - Harris County Clerk's File No. E586963;
- (ii) Foxwood, Section Two - Harris County Clerk's File No. E549979;
- (iii) Foxwood, Section Three - Harris County Clerk's File No. F032292;
- (iv) Foxwood, Section Four - Harris County Clerk's File No. G197583

IV. **PRODUCTION OF ASSOCIATION RECORDS:** This Records Production Policy was approved by at least a majority vote of the Board of Directors of the Foxwood Homeowners, (the "Board"), at a duly called Meeting of the Board held on the 5<sup>th</sup> day of December, 2011, at which Meeting a quorum was present.

1. Copies of Association records will be available to all Owners [i.e., the Owner(s) of any Lot within the Association's jurisdiction] upon the Owner's proper request and at the Owner's own expense. A proper request must:

- a) be sent Certified Mail (*note*: Return Receipt Requested is recommended) to the Association's address as reflected in its most recent Management Certificate;
- b) be from an Owner(s), or the Owner's agent, attorney, or certified public

accountant; and

- c) contain sufficient detail to identify the Association records being requested.

**2. Owners may request to inspect the Association's books and records or, alternatively, Owners may request copies of specific records.**

- a) If an Owner(s) make(s) a request to inspect the books and records, then the Association will respond **within 10 business days after the Association's receipt of the request**, providing the dates and times the records will be made available and the location of the records. The Association and the Owner(s) shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner(s) with copies of specific documents upon the owner paying the Association the cost thereof.
- b) If an Owner(s) make(s) a request for copies of specific records, and the Association is reasonably able to provide the records easily or with no cost, then the Association will provide copies of the records to the owner **within ten (10) business days after the Association's receipt of the Owner's request**.
- c) If an Owner(s) make(s) a request for copies of specific records, and the Association is unable to provide such records within ten (10) business days after receipt of the request, the Association shall send a response letter advising the Owner that the requested records (excluding attorney work product and attorney/client privileged communications, and excluding books and records which are otherwise statutorily allowed to be withheld) will be made available to the requesting party no later than the fifteenth (15th) business day after the date of such notice letter, and specifying the cost the Owner(s) must pay before the records will be provided. Upon the Owner(s) paying the cost to provide the records, the Association shall provide the records to the Owner(s) who made the request.

**V. The Association hereby adopts the following schedule of costs:**

**Copy Cost** for a regular 8.5" x 11" page - 10 cents per page;  
for pages 11" x 17" or greater - 50 cents per page;  
for specialty paper (color, photograph, map, etc.) - actual cost;  
for each CD or audio cassette - \$1.00; and  
for each DVD - \$3.00.

**Labor Cost** \$15.00 per hour for actual time expended to locate, compile and reproduce the records [*note*: the Owner(s) may only be charged such labor cost if the copies requested by the Owner(s) exceed 50 pages in length].

**Overhead** 20% of the total labor charge [*note*: the Owner(s) may only be charged for such overhead cost if the copies requested by the Owner(s) exceed 50 pages in length].

**Materials** for labels, boxes, folders, and other supplies used in producing the records,

along with postage for mailing the records - actual costs.

- VI. The Association hereby adopts the following form for response to an Owner(s) who request(s) to inspect the Association's Books and Records:

"Date

Dear \_\_\_\_\_:

On \_\_\_\_\_, 201\_\_, the Association received your written request to inspect certain books and records of the Association. The books and records of the Association (excluding attorney work product and attorney/client privileged communications, and excluding books and records which are otherwise statutorily allowed to be withheld) are available for you to inspect on regular business days, between the hours of 9 a.m. and 5 p.m., at the office of **Consolidated Management Services**, located at 2204 Timberloch Place, The Woodlands, Texas 77380.

Please contact the Association's Manager (at tel. no.281.296.9775 or e-mail address: [susan\\_franz@hotmail.com](mailto:susan_franz@hotmail.com)) to arrange for a mutually agreeable date and time for you to inspect the Association's books and records identified in your written request (excluding attorney work product and attorney/client privileged communications, and excluding books and records which are otherwise statutorily allowed to be withheld). You will also need to advise the Association whether you will personally attend such inspection and/or whether you intend to allow an Owner's agent, an Owner's attorney, or an Owner's certified public accountant to participate in such inspection. Please be advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you. A schedule of costs is included with this response.

Sincerely,

**Foxwood Homeowners Association  
Board of Directors**

- VII. The Association hereby adopts the following form for response to an Owner(s) who request(s) copies of specific records:

"Date

Dear \_\_\_\_\_:

On \_\_\_\_\_, 201\_\_, the Association received your written request for copies of specific Association records. Please be advised that the Association is unable to provide you with the copies of the requested records within ten (10)

*business days of your request; however, the copies of the requested records (excluding attorney work product and attorney/client privileged communications, and excluding books and records which are otherwise statutorily allowed to be withheld) will be made available to you no later than fifteen (15) business days after the date of this response.*

*A schedule of costs is included with this response. In order to obtain the records you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is \$ \_\_\_\_\_. Upon receipt of advance payment from you, the Association will mail the requested documents to you at the address specified in your request. You may also make payment and pick up the copies of the requested documents in person at the office of the Association's Manager located at Consolidated Management Services, 2204 Timberloch Place, Suite 245, The Woodlands, Texas 77380. Should you have any questions or comments, please contact the Association's Manager (at tel. no. 281.296.9775 or e-mail address: susan\_franz@hotmail.com.*

*Sincerely,*

*Foxwood Homeowners Association  
Board of Directors*

**VIII.** If the estimated cost provided to the Owner(s) is more or less than the actual cost of producing the documents, the Association shall, within thirty (30) business days after providing the records, submit to the owner either an invoice for the additional amount(s) owed or refund the overage(s) paid by the Owner. In the event of an invoice for additional amount(s) owed, if the Association does not receive reimbursement before the thirtieth (30th) business day after the date the invoice is sent to the Owner(s), the additional amount(s) may be added to the Owner(s)' account as an assessment.

**IX.** Unless authorized in writing by the affected Owner(s) or authorized by Court Order, the Association will not provide copies of or allow inspection of any records that contain: (i) the personal information of an Owner, including restriction violations, delinquent assessments, financial information, and contact information (other than the Owner's address); or (ii) information related to an employee of the Association, including personnel files. Please note that information may be released in an aggregate or personal manner that does not identify an individual property Owner.

FILED  
2011 DEC 29 PM 3:46  
Stan Starnant  
COUNTY CLERK  
HARRIS COUNTY TEXAS

**CERTIFICATION**

"I, the undersigned, being the President of Foxwood Homeowners Association, hereby certify that the foregoing Records Production Policy Resolution was adopted by at least a majority of the Association's Board of Directors, and such Records Production Policy Resolution has never been modified or repealed, and is now in full force and effect."

**FOXWOOD HOMEOWNERS ASSOCIATION**

*jon*

By: *Barbara Gibbs*  
President

Printed name: BARBARA GIBBS

Date: 12-8-2011

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND UNRESCINDABLY UNDER FEDERAL LAW, THE STATE OF TEXAS, COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time specified herein by me, and was duly RECORDED, in the Official Public Records of said Property of Harris County, Texas

DEC 29 2011



*Stu Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**ACKNOWLEDGMENT**

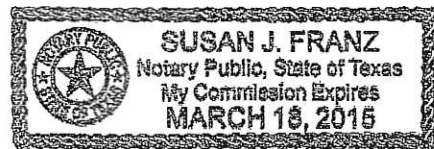
THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared Barbara Gibbs, President of the **FOXWOOD HOMEOWNERS ASSOCIATION**, a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8<sup>th</sup> day of December 2011.

*Susan J Franz*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Foxwood Homeowners Association, / Records Production Policy



*Return to: Michael T. Gaurner  
Attorney at Law 5  
9801 Westheimer, Ste 302  
Houston, TX 77042*