

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

### (3675 WTCJ TOWNHOMES LLC)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made on April 17<sup>th</sup>, 2017, at Houston, Harris County, Texas, by 3675 WTCJ TOWNHOMES LLC, a Texas limited liability company, acting by and through its duly authorized officers and representatives ("Declarant"), with a mailing address of 448 W. 19<sup>th</sup> Street, Number 418, Houston, Texas 77008.

#### **RECITALS:**

WHEREAS, Declarant is the owner of that certain real property located in Harris County, Texas, described as follows: Lots 1 through 36 of Grove at Oak Forest Section 1 as recorded in Volume 670 Page 152 of the Harris County Map Records (the "Property");

WHEREAS, Declarant has devised a general plan for the Property as a whole, with specific provisions for particular parts and parcels of the Property;

WHEREAS, this general plan provides a common scheme of development designed to protect and safeguard the Property over a long period;

WHEREAS, this general plan will protect, enhance and benefit the Property in general, the units that constitutes the Property, the Declarant, and each successive owner of an interest in the Property;

WHEREAS, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan;

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions:

#### **ARTICLE I** **DEFINITIONS**

1.01 "**Common Area**" means all real property, including improvements located thereon, designated by the Declarant or conveyed to the Association (as defined hereinbelow) by plat dedication or otherwise and held for the benefit of, common use and enjoyment of the Owners, including, without limitation that certain real property delineated in the Common Area Agreement recorded under file number RP-2017-161364 of the real property records of Houston, Harris County, Texas, and excluding only those areas dedicated to and accepted by any public authority.

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1.02 **"Developer"** means the Declarant and its successors and assigns.

1.03 **"Homeowner's Association"** or **"Association"** has the meaning set forth in Article IV hereinbelow.

1.04 **"Owner"** means the record owner or owners of any Unit or Units which there is or will be built a single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest. "Owners" means more than one Owner.

1.05 **"Unit"** means any of the Twelve (12) separate and individual townhouse units located on the Property along with the surrounding real property held by the Owners, if any. **"Units"** means more than one townhome

## ARTICLE II COVENANTS FOR MAINTENANCE

2.01 **Common Sewer Line.** There is a common sanitary sewer line on the Property that serves the Units. This common line is private and the sole responsibility of the Owners to maintain by and through the Association. The City of Houston is not responsible in any way for this common line.

2.02 **General Maintenance.** The exterior of each Unit shall be kept and maintained in a constant state of good repair and shall have an attractive appearance at all times. All utility systems, interior patio areas, patio walls, the roof and fence of each Unit shall be kept and maintained in a constant state of good repair and shall have an attractive appearance at all times.

2.03 **Owner Responsibilities.** Owners, including lessees and any inhabitants of each Unit (and any part thereof), shall keep such Unit as owned, leased or inhabited (which shall include, without limitation, all buildings, improvements and grounds in connection therewith) in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include, without limitation, the following:

- (a) Prompt removal of all garbage, litter, trash, refuse and waste;
- (b) Keeping exterior lighting and mechanical facilities in good working order;
- (c) Keeping lawn, shrub and garden areas alive, free of weeds and in a neat and attractive condition;
- (d) Keeping Unit parking areas and driveways in good repair;
- (e) Repainting of improvements when needed;
- (f) Repairing all water drainage problems;

(g) Removal of all seasonal and holiday decoration within ten (10) days after such seasonal celebration or other holiday and not displaying such decoration more than thirty (30) days prior to such seasonal celebration or holiday and

(h) Maintaining the exterior of the Units, both structurally and aesthetically, in a manner consistent with the standards of the Property generally. All changes to any Units shall be uniform throughout and shall be subject to Board consent.

2.04 **Failure to Perform Maintenance; Remedies.** If an Owner has failed or refuses to perform any maintenance or repair of such Owner's Unit, or any part thereof, within fifteen (15) days after being furnished with written notice of the necessity of such maintenance or repair by the Association (the "Default Notice"), the Association shall have the right to levy an assessment against the Unit of such non-complying Owner for the cost of such maintenance or repairs. After the expiration of the above listed Default Notice period, Declarant or its agents or assigns, or an agent designated by the Association, may, without liability to Declarant or the Association, in trespass or otherwise, enter upon the Property of the non-complying Owner and cause to be cut weeds and grass, cause to be removed garbage, trash and rubbish, or do any other thing necessary to secure compliance with these covenants and restrictions so as to place the Unit in a neat, attractive, healthful, safe and sanitary condition, and in good repair (collectively, the "Maintenance"). The non-complying Owner or occupant, as the case may be, expressly, irrevocably and unconditionally agrees, by the purchase, lease or occupancy of the Unit, to immediately pay or reimburse the Declarant or Association, as applicable, for the Maintenance upon presentation of a written statement setting forth the amount of such Maintenance. To secure the payment of such Maintenance in the event of non-payment, a lien is herein and hereby retained and may be placed against the non-complying Owner's Unit in favor of Declarant or the Association, but such lien shall be inferior to any first mortgage lien attached thereto.

### **ARTICLE III** **USE RESTRICTIONS**

3.01 **Residential Use Only.** No structure shall be created, altered, placed or permitted to remain upon the Property, or any part thereof, other than single family dwellings not to exceed two (2) stories in height, together with an attached garage for not more than two (2) cars. No Unit may be used for any purpose other than a single family dwelling for residential purposes. As used herein, the term "residential purposes" shall be construed to prohibit the use of any portion of any Property for garage apartments or apartment houses, and no Unit shall be used for business or professional purposes of any kind except as hereinafter identified, nor for any commercial or manufacturing purposes. "Residential use" consists of use as a dwelling by one natural person or by two or more natural persons who are related by marriage or kinship or by not more than four natural persons who are not related by marriage or kinship. Notwithstanding the foregoing, a Unit maybe be used for professional or other home occupations such as the maintenance

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of a personal or professional library, the keeping of personal business or professional telephone calls or correspondence so long as there is no external evidence thereof (such as signs advertising a business on the Unit or surrounding Property), and no unreasonable inconvenience to such Owner's neighbors is created.

**3.02 Resubdivision.** No Owner or any other person may further divide or subdivide any Unit. No easement or other interest therein less than the whole may be conveyed by the Owner of any Unit without the prior written consent of the Association; provided, however, that when Declarant is the Owner thereof, Declarant may convey an easement or other interest less than the whole, without the consent of the Association.

**3.03 Offensive Activity.** No Owner shall conduct or permit any noxious or illegal activity whatsoever upon or within their Unit or elsewhere upon the Property.

**3.04 Parking/Storage of Vehicles/Guest Parking.** No boat, boat riggings, trailers, camping units, buses, trucks, recreational vehicles, inoperative automobiles or inoperative vehicles of any kind, self-propelled or towable equipment and machinery, or other similar items of transport, shall be parked, kept or stored on any part of the Property, including, but not being limited to, parking lots, driveways, and access roads, or on any public street, right-of-way or easement adjacent to or abutting any part of the Property, for a period of time in excess of forty-eight (48) hours, unless enclosed in a garage. All guests of any Unit shall park only in the following areas: in the Unit's garage or on the streets. Notwithstanding any provision to the contrary, no guest shall be allowed to park on the streets for more than three (3) consecutive days. This restriction shall not apply to automobiles and 1 ton pick-up trucks or smaller, which are in good repair and attractive condition and which bear current and valid inspection and registration stickers.

**3.05 Shared Access Drive.** No Owner or any other person may place any vehicle or other item(s) (whether temporary or permanent) which may serve to impede the access of any other Owner's use of the shared driveway, as applicable. Notwithstanding the foregoing, an Owner may use the shared driveway for delivery purposes or moving purposes, provided such impediment lasts not longer than one (1) hour.

**3.06 Antennas.** No antenna or device of any type other than an antenna for receiving normal television signals or device for receiving cable signals shall be erected, constructed, placed or permitted to remain on any Unit or other building constructed on the Property. Such antennas may be attached to the Unit; however, the antenna's location shall be restricted to the rear roof of each Unit. In no event shall an antenna or similar device be erected as a free standing structure or measure more than thirty six inches (36") across.

**3.07 Animals.** No Owner shall use or permit the use of the Owner's Unit or any part of the Property to raise, breed, or keep any animals, reptiles, or fowl of any kind; provided, however, that dogs, domestic cats, and other usual household pets may be kept by an Owner if the purposes thereof are not commercial and their presence and numbers

does not constitute a nuisance to other Owners. A limitation is hereby set of two (2) dogs or two (2) cats or a combination of three (3) pets per Unit unless approved by a majority of the Owners. All pets which may be kept in compliance herein shall, at all times, be either within the confines of the Owner's Unit or if beyond such Unit, on leash or in a cage.

**3.08 Garbage.** No Owner shall use or permit the use of the Owner's Unit or any part of the Property as a dumping ground for rubbish, trash, or garbage, waste materials or other abandoned items or junk. Trash, garbage or other waste materials shall be placed only in sanitary, tightly closed trash bags located (a) on days when no garbage pickup is scheduled, within the property lines of the Owner's Property and hidden from view from any street or Unit and (b) on days when garbage pick-up is scheduled, in a neat, clean manner at a site within the garbage area assigned to the Owner's Unit or as required by the City of Houston. Any tree limbs or branches, shrubbery clippings or similar items shall be bound in such a manner as required by the City of Houston or other proper pick-up services, but in no event in bundles greater than four feet (4') in length. No Unit or any part of the Property shall be used for the open storage of any material whatsoever.

**3.09 Signs.** No Owner shall place or permit to be placed any sign, billboard, poster, or advertising device of any character on the Owner's Unit or any part of the Property other than a single one and one half foot (1½') by two foot (2') sign identifying a Unit for sale or lease.

**3.10 Fires.** No Owner shall build or permit to be built any open fires in the Unit or any part of the Property; provided however, that this Section shall not be construed as precluding the use by any Owner of an interior fireplace or of a small and safe outdoor cooking facility such as a charcoal or gas grill.

**3.11 Leasing.** An Owner may lease the Unit for occupancy as a single family residence provided that such lease is in writing and expressly sets forth that such lease is subject to all terms and provisions and conditions set forth in this Declaration, and provides that failure of the lessee to comply with the terms, provisions and conditions set forth in this Declaration shall be a default under the terms of such lease.

**3.12 Other Buildings.** No structure of a temporary character, trailer, mobile home, tent, shack, or barn shall be placed on any part of the Property, either temporarily or permanently. Small storage sheds are not permitted. Further, no residence or dwelling structure shall be moved upon any part of the Property from another location. However, during the construction and sales period of the Units, the Declarant may erect and maintain such temporary structures on any part of the Property, including but without limitation, a temporary office building, storage areas, signs sales offices and/or construction offices.

**3.13 Fences/Walls.** No fence or wall of any type or character shall be erected or placed on or about any part of the Property without the prior written consent of the

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Association. All walls, now existing or hereafter erected on the Property shall be made of the same type of brick and/or stucco as used in the original construction of the Units. Such walls shall be uniform as to size and design throughout the Property. Any fence now existing or hereafter erected on the Property shall not exceed the height of twelve feet (12') and shall be constructed of cedar pickets at the rear and sides of the Property or iron pickets at the front and must be installed with the picket side faced out. No fence shall ever be permitted to be constructed or remain in the front of any Unit situated on any part of the Property other than fences erected or placed on the Property by Declarant, its agents or assigns, as a result of the construction of the original improvements upon the Property. No chain link fence type construction is permitted unless screened from the view from the street.

3.14 **Air Conditioning Units.** No window or wall type air conditioning unit shall be permitted to be used, erected, placed or maintained on or in any Unit or other improvements that may be on the Property.

3.15 **Window Coverings.** All drapes, curtains or blinds used within the dwelling structure, which are visible from any street, right-of-way or other Unit shall have a uniform backing of a neutral color and shall not detract from the overall quality and appearance of the Property.

3.16 **Insurance Risks.** Nothing shall be done or kept in any Unit or any other part of the Property, which will create a risk of fire, explosion, smoke or water damage or similar risk, hazard, or peril. No Owner shall permit anything to be done or kept upon the Owner's Unit which will result in the cancellation of the insurance on any building or structure situated on any part of the Property, including the contents thereof, or which will be in violation of any law, ordinance or regulation of any federal, state or local governmental authority.

3.17 **Clothes Drying.** Outdoor drying of clothes or other items shall not be permitted nor shall any material or object be placed upon, in, or over any rail, fence or window.

**ARTICLE IV**  
**HOMEOWNER'S ASSOCIATION**

4.01 **Creation.** The Owners shall create a homeowners association (the "Association") within a time frame designated by the Owners. Once the Association is created, the Owners shall constitute the Association. Each Owner of a Unit, including the Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a property. Ownership of any Unit is the sole criterion for membership in the Association.

4.02 **Transfer of Membership.** Association membership can be transferred to the grantee of a conveyance of a Unit in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

4.03 **Management of Association.** The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by a Board of Directors (the "Board") and shall be initially composed of Declarant's affiliates and thereafter three (3) different Owners.

4.04 **Membership Voting, Elections, and Meetings.** There shall be one (1) vote for each Unit. There shall be at least one (1) meeting of the members each year. At that meeting, the Owners shall elect a Board to vote on any other matters the Board chooses to place before the members, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

4.05 **Duties and Powers of Board.** In addition to any other provision set forth in this Declaration or as provided by law, the Association shall have the following powers and duties through the Board:

- (a) To adopt rules and regulations to implement the terms and conditions of this Declaration and the Association's bylaws (the "Bylaws");
- (b) To enforce this Declaration, the Bylaws, and its rules and regulations as set forth herein or therein;
- (c) To delegate its powers to committees, officers, or employees;
- (d) To prepare a balance sheet and operating income statement for the Association and deliver a report to the members at its annual meeting;
- (e) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner of a property, expressly excluding Developer;
- (f) To establish and collect special assessments for capital improvements or other purposes;
- (g) To file liens against property owners because of nonpayment of assessments duly levied and to foreclose on those liens;
- (h) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings;
- (i) To hold regular meetings of the Board at least quarterly;
- (j) To manage and maintain any Common Areas including, without limitation, the master water meter, the exterior walls and gated entrance, the storm water vault and pump, all landscaping, water, sewer, electrical,

and all paving of the interior roads, and all other areas not under the footprint of the Units, as applicable; and

(k) To pay the costs of any liability insurance and fire insurance on the Common Areas and any liability insurance for members of the Board, as applicable.

**ARTICLE V**  
**COMMON AREA**

5.01 **Use of Common Area.** Each Owner shall have access to and be entitled to use the Common Area, subject to the terms and conditions of this Declaration and any rules, regulations, or fees adopted by the Association for the use of the Common Area by the Owners.

5.02 **Common Area Rules and Regulations.** The Association will adopt reasonable rules and regulations concerning the use of the Common Area. The Board shall adopt a rule and regulation (the "Use Rule") which will require the Owners to comply and abide by the rules and regulations adopted by the Association. The Board shall address any Owners violation of the Use Rule and collect any fines associated therewith in the same manner and utilizing the same procedures used to address violations of other rules and regulations adopted by the Association. In the event a fine is collected due to a violation of a Use Rule, such fine must be remitted to the Association. Nothing set forth in this Section shall act to waive or abrogate the Association's right to pursue a cause of action against any party to recover sums due for damages or injunctive relief or both, as a result of destruction or damage to any portion of the Common Area.

5.03 **Common Area Maintenance; Fees.** The Association shall maintain the exterior walls, the drainage, all landscaping, and all paving of the interior roads, and all other areas not under the footprint of the Units, as applicable. All fees associated with the Common Area maintenance shall be paid by the Owners pro-rata to the Association as part of its monthly assessments or in accordance with the Association's Bylaws.

5.04 **Association with Common Area Agreement.** It is acknowledged and agreed that the Common Area Agreement previously recorded for the Property under file number RP-2017-161364 of the real property records of Houston, Harris County, Texas has been incorporated in this Declaration, but should there be any conflict, this Declaration shall control.

5.05 **Grass, et al.** The Association shall ensure that all grass, weeds and tree pruning is undertaken by the Association, which shall include all of the foregoing for any Units.

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**ARTICLE VI**  
**EASEMENTS**

6.01 **Prior Conditions.** Title conveyed to any Unit by Declarant, or any parcel of land within the Property, shall be subject to any valid and pre-existing easements affecting same for roadways or other rights-of-way, drainage, water, gas, sanitary sewer, storm sewer, electric power fences or other similar improvements, telegraph or telephone equipment and utility poles. Conveyances of Units by Declarant shall convey no interest whatsoever in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by the owners of any easements or their agents, through, upon, above, or under the portion of the Property affected thereby.

6.02 **Non-Liability.** Declarant or any utility company or governmental body using the above referenced easements shall not be liable for any damage done by them or their agents, employees, servants, successors, or assigns, to fences, shrubbery, trees or flowers or other improvements or personality situated above, upon or under the Property covered by any such easement.

6.03 **RIGHT OF USE FOR INGRESS AND EGRESS SHALL BE HAD AT ANY AND ALL TIMES BY OWNERS OVER THE COMMON AREA. OWNERS WILL NOT ERECT ANY OBSTRUCTION IN THIS AREA WHICH WOULD CAUSE THE INGRESS AND EGRESS TO BE HINDERED IN ANY WAY. THE OWNERS WILL HAVE THE RIGHT TO REMOVE ANY OBSTRUCTION THAT MAY BE PLACED UPON SUCH COMMON AREA AND SHALL NOT BE RESPONSIBLE FOR DAMAGE DONE TO ANY SHRUBBERY, FENCE, IMPROVEMENT OR OTHER OBSTRUCTION PLACED WITHIN THE BOUNDARIES OF THE COMMON AREA.**

6.04 **Utilities Dedication.** Declarant expressly reserves the right to designate and dedicate easements over, under and across any portion of the Property for the installation and maintenance of utility and drainage facilities. Such right to dedicate and designate easements shall automatically terminate upon the sale by Declarant or its successor or assigns of all the Property to purchasers for their own residential use. Right of use for installation, operation, maintenance, repair or removal of any facilities therein, together with the right to remove any obstruction that may be placed upon such easement shall be held solely by the easement owner. No easement owner shall be responsible for damage done to any shrubbery, fence, improvement, or other obstruction placed within the boundaries of the easement.

6.05 **Reservation During Construction.** Declarant hereby reserves onto itself, its agents, employees, servants, successors and assigns, the temporary rights of ingress and egress, on, over, in, and across the Property together with materials and equipment in order to complete the construction of all improvements upon the Property. The rights granted in this Section shall terminate upon the date that all construction on the Property is completed.

6.06 **Owners Easement.** Each Unit and its Owner is hereby declared to have an easement for the purpose of accommodating any encroachment due to engineering error, original construction, settlement or shifting of the building, or other cause. There shall be easements for the maintenance of such encroachment, settling or shifting. In the event a structure on any part of the Property is partially or totally destroyed and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units shall be permitted and there shall be easements for the maintenance of those encroachments so long as they shall exist. Each of the easements herein above referred to shall be deemed to be established upon the recording of the Declaration and shall be appurtenant to the Unit being serviced and shall pass with each conveyance of the Unit.

## **ARTICLE VII** **APPROVAL OF BUILDING PLAN**

7.01 **General.** Except for construction or alterations by the Declarant, no building structure or other improvements shall be constructed, reconstructed, altered or placed on the exterior of any Unit or surrounding Property, without the prior written consent of the Board of Directors of the Association. After the last Unit has been constructed, the Board's consent shall be required to approve all quality of materials, structural soundness, harmony of exterior design and color with existing structures, location with respect to building setback lines, topography and finished ground elevation and as to compliance with the minimum construction standards described herein. Further, no building structure or other improvements, now existing or herein after constructed on any part of the Property, shall ever be repaired or re-painted unless and until the plans for such painting have been previously approved in writing by the Board as to quality of materials, and uniformity and harmony with the existing exterior color schemes. Notwithstanding anything herein to the contrary, any approved construction, reconstruction, or alteration shall meet or exceed the standards of quality of materials and workmanship utilized and incorporated by Declarant, its agents and employees, in the construction of the original buildings, structures, and other improvements upon the Units and surrounding Property.

7.02 **Notice.** Written notice of such proposed construction shall be given by the person seeking such approval (the "Applicant") to the Board at least twenty-one (21) days prior to the commencement of construction, via either hand delivery or certified mail, return, receipt requested to the last known address of any member of the Board. Such notice shall state that all plans, specifications, schedule of building materials, plot plan and other pertinent information are available for inspection during normal business hours, and shall further state the street address at which such documents may be inspected.

7.03 **Board Acceptance/Rejection.** No later than twenty one (21) days after foregoing notice of proposed construction has been delivered to the Board, the Board shall either accept or reject the Applicant's proposed plans, which shall not be unreasonably withheld, conditioned or delayed. In the event of any rejection, the Board shall provide reasons detailing the basis for such rejection. In the event the Board does

not respond within the foregoing twenty one (21) day period, the Applicant's proposed plan shall be deemed to have been approved by the Board.

**7.04 Casualty.** In the event an Owner's Unit is damaged or destroyed by fire or other casualty, such Owner shall take immediate and necessary action to remove all debris, damaged material, etc., from the Unit and surrounding Property. In the event the Owner repairs or rebuilds the Owner's Unit according to the original plans and specifications, no approvals shall be required by the other Owners. However, in the event Owners shall desire to repair or rebuild other than in accordance with the original plan and specifications, then the Owner shall submit such plans, specifications and other pertinent information to the Board for approval in accordance with this Article VII. The Owner shall use due diligence in construction, reconstructing, making repairs or alterations on account of such fire or other casualty damage. Upon the initial sale and funding of a Unit, the Declarant shall deliver a complete set of plans to the purchasing Owner within a reasonable period of time.

**7.05 Board Consent Not Required.** Notwithstanding anything contained in this Declaration to the contrary, an Owner shall not be required to obtain the Board's consent so long as the following guidelines are met with respect to any modification, alteration or repair of the Unit:

(a) **Exterior Lighting.** Additional exterior lighting shall not be of a wattage of lumen count which will affect neighboring Units. Exterior decorative lights, security lights or floodlights must be aimed so as not to shine onto any neighboring Property. Security, mercury vapor or fluorescent lights, must be attached to the back or side of the Unit. Gas or electric post lights may be in front or back of the Unit, as applicable. Such lights must be no taller than eight feet (8') in height and the illumination must be a low wattage. The color of the post shall be selected to compliment or harmonize with the colors of the other materials on the Unit.

(b) **Exterior Painting.** Each Unit should maintain substantially the same color as originally painted or stained. Front doors should be maintained as herein stated above.

(c) **Solar Panels/Screens/Film.** Solar panels must be unobtrusive and blend with the roof shingle color. Parabolic solar collectors must be mounted so as to be flushed with the roof. Solar panel frames should be bronze or black in color in order to best blend in with the shingles. All unfinished aluminum must be painted in color of the roof shingles. No solar panel shall be mounted so that it extends above the roof line. Solar panels shall not be visible from the street. No solar panels shall be mounted on stands. Solar screens may be used on windows only if they blend with the brick and roof color. Solar window films must be non-reflective type. This Section 7.05 (c) shall be subject to Section 202.010 of

the Texas Property Code (the "Code") and in the event of any conflict between this Section and the Code, the Code shall control for all intent and purposes

(d) **Storm Windows and Storm Doors.** The frames of storm windows and storm doors must be of a color compatible with the Unit's exterior colors and/or general use and appearance of the Unit. All storm doors must be a full glass door. No screen doors are allowed.

(e) **Roof Materials.** The roof material of any Unit must be substantially the same as the materials and color as originally constructed.

### **ARTICLE VIII** **GENERAL PROVISIONS**

8.01 **Enforcement.** The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

8.02 **Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

8.03 **Covenants Running With the Land.** The easements, restrictions, covenants, conditions and other matters set forth herein are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. The easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Unit, and each Unit Owner.

8.04 **Duration and Amendment.** The covenants, conditions, restrictions and reservations of this Declaration shall be effective for a term of fifty (50) years from the date this Declaration is recorded (except as expressly provided otherwise herein), after which period the covenants, conditions, and restrictions shall be automatically extended for successive period of Ten (10) years subject to termination by an instrument signed by more than Fifty Percent (50%) of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than Seventy Five Percent (75%) of the Owners. Neither any Declaration nor any termination shall be effective until recorded in the Deed Records of Harris County, Texas, and all requisite governmental approvals, if any, have been obtained. Declarant reserves the right, at any time and from time to time, without the joinder or consent of any Owners of Units or properties or any Association or mortgagee, to amend this Declaration by an instrument

in writing duly signed, acknowledged and filed for resolving or clarifying any ambiguities or conflicts in this Declaration, or correcting any inadvertent misstatements, errors or omissions in this Declaration, or to comply with the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration or Federal Housing Administration provided that no such Declaration shall change the vested property rights of any Owner.

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


8.06 **Breach of Conditions.** No breach of any of the conditions contained in this Declaration shall defeat or render invalid the lien of any mortgage made in good faith or for value as to the Property or any Unit located in the subdivision; provided, however, that such condition shall be binding on any Owner whose title is acquired by foreclosure, trustee sale, or otherwise.

8.07 **Lien Subordinated.** Any assessments, charges or liens in favor of the Association shall be subordinate to purchase money mortgage liens or liens for the construction of improvements on any part of the Property within the townhome subdivision.

8.08 **Liberal Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

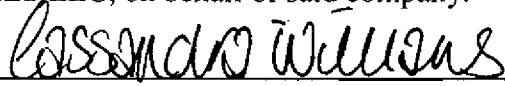
EXECUTED by the Declarant on this 17<sup>th</sup> day of April, 2017.

3675 WTCJ TOWNHOMES LLC, a Texas limited liability company

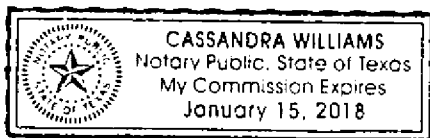
By:   
Chris Hudson, President

THE STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS                   §

This instrument was acknowledged before me on April 17<sup>th</sup>, 2017, by CHRIS HUDSON, President of 3675 WTCJ TOWNHOMES LLC, on behalf of said company.

  
Notary Public in and for  
The State of Texas

[SEAL]



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**After recording, please return to:**

Murphy & Vickers, PC  
11767 Katy Freeway, Suite 850  
Houston, Texas 77079

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# Pages 15  
04/18/2017 01:04 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$68.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

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