

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

ELITE TOWNHOMES

RP-2017-459007

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
ELITE TOWNHOMES

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Declaration of Covenants, Conditions and Restrictions for Elite Townhomes (the "**Declaration**") is made on the date hereinafter set forth by Elite Townhomes, LLC, a Texas limited liability company ("**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the owner of the following real property located in Harris County, Texas;

Elite Townhomes LLC, a subdivision of in Harris County, Texas according to the map or plat thereof, recorded under Film Code No. 674029 of the Map Records of Harris County, Texas and all amendments or replats of said maps or plats, if any (such subdivision being commonly referred to as "**Elite Townhomes**");

and

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the Subdivision (as hereafter defined) for the benefit of the present and future owners of the Lots therein.

NOW, THEREFORE, Declarant hereby declares that the Subdivision will be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, conditions, easements, charges, liens and restrictions hereinafter set forth in this Declaration.

ARTICLE I
Definitions

As used in this Declaration, the terms set forth below have the following meanings:

SECTION 1.1. ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee established and empowered in accordance with Article IV of this Declaration.

SECTION 1.2. ARCHITECTURAL GUIDELINES - Guidelines established by Declarant for the purpose of outlining the minimum acceptable standards for a Residential Dwelling and related Improvements on a Lot. During the Declarant Control Period or as long

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as Declarant has architectural control authority over new Residential Dwelling construction, whichever is longer, Declarant has the authority to revise the Architectural Guidelines from time to time as deemed appropriate; provided that, any revisions to the Architectural Guidelines must be applied prospectively, not retroactively. Thereafter, the Board of Directors will have the authority to revise the Architectural Guidelines. In the event of any conflict between the Architectural Guidelines and the Declaration, the Declaration controls. However, the two (2) documents must be read together in an effort to avoid conflicts and harmonize all provisions.

SECTION 1.3. ASSOCIATION - Elite Townhomes Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 1.4. BOARD or BOARD OF DIRECTORS - The Board of Directors of the Association.

SECTION 1.5. BUILDER - A person or entity other than Declarant who either purchases a Lot within the Subdivision for the purpose of constructing a Residential Dwelling thereon or is engaged by the Owner of a Lot within the Subdivision for the purpose of constructing a Residential Dwelling on the Owner's Lot.

SECTION 1.6. BYLAWS - The Bylaws of the Association.

SECTION 1.7. CERTIFICATE OF FORMATION - The Certificate of Formation of the Association.

SECTION 1.8. COMMUNITY PROPERTIES - All common areas so designated in this Declaration or by the Plat which are intended for the common use of Owners, including, without limitation (i) Restricted Reserves "A", "B", and "C" on the Plat; (ii) the private access easement identified as Markle Drive, the private access easement identified as Elite Drive, and the shared driveway identified on the Plat, sometimes collectively referred to as the "Private Drives", and (iii) all other properties, real or personal, conveyed to or dedicated to the use of, or otherwise acquired by the Association for the common use, enjoyment or benefit of, the Association, together with all Improvements thereon and appurtenances thereto.

SECTION 1.9. DECLARANT CONTROL PERIOD - The period of Declarant control of the Association during which Declarant may appoint and remove Board members and the officers of the Association, other than Board members elected by Owners other than Declarant, as provided in the Bylaws of the Association. The Declarant Control Period will exist for a period of ten (10) years from the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, unless Declarant terminates the Declarant Control Period on an earlier date by an instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas.

SECTION 1.10. IMPROVEMENT - Any building (including a Residential Dwelling), structure, fixture, or fence, any transportable structure placed on a Lot, whether or

not affixed to the land, and any addition to, or modification of an existing building structure, fixture or fence on a Lot.

SECTION 1.11. LOT or LOTS - Each of the lots shown on the Plat.

SECTION 1.12. MAINTENANCE FUND - The fund created by the payment of Assessments (as defined in Article VI below) and other sums by the Owners of Lots in the Subdivision, as provided for in this Declaration.

SECTION 1.13. MEMBER or MEMBERS - All Lot Owners who are members of the Association as provided in Article V hereof.

SECTION 1.14. MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner of a Lot to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements thereon.

SECTION 1.15. OWNER or OWNERS - Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

SECTION 1.16. PARTY WALL - A wall constructed on or adjacent to the common lot line for two (2) adjacent Lots which separates two (2) adjacent Townhouses while, at the same time, serving as a perimeter wall for each Townhouse.

SECTION 1.17. PLANS - The final construction plans and specifications (including a related site plan) of a Residential Dwelling or other Improvement of any kind to be erected, placed, constructed, maintained or altered on a Lot.

SECTION 1.18. PLAT or PLATS - The plat for the Subdivision recorded under Film Code No. 674029 of the Map Records of Harris County, Texas, the plat for any other land annexed and subjected to the terms of this Declaration and any replats thereof.

SECTION 1.19. PREVAILING COMMUNITY STANDARDS - Those standards of aesthetics, environment, appearance, color, architectural design and style, maintenance, conduct and usage generally prevailing in the Subdivision as reasonably determined by the Board at any given time, including as to each particular regulated modification and each other matter or circumstance considered as of the date of the evaluation (i) prevailing standards as to harmony and compatibility with surrounding aesthetics, appearance and patterns of maintenance and use, harmony and compatibility with surrounding buildings, structures and other Improvements, and harmony and compatibility with surrounding grades, topography, finished ground elevations, locations, colors, finishes, styles, workmanship, type and quality of materials and designs, and (ii) compliance with this Declaration and other applicable dedicatory instruments, and with applicable governmental laws, ordinances and regulations.

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SECTION 1.20. RESIDENTIAL DWELLING - The single family residence and appurtenances constructed on a Lot.

SECTION 1.21. RULES AND REGULATIONS - Rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners, including, but not limited to, Rules and Regulations governing the use of the Community Properties in the Subdivision.

SECTION 1.22. SUBDIVISION - All of Elite Townhomes, a subdivision in Harris County, Texas, according to the Plat thereof, together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto, and any other land annexed and subjected to the terms of this Declaration. There are a total of forty (40) Lots currently dedicated by the Plat making up the Subdivision, the subject of this Declaration, and within the jurisdiction of the Association. Declarant reserves the right to facilitate the development, construction, and marketing of the Subdivision and the right to direct the size, shape, and composition of the Subdivision until such time that all of the Lots have been conveyed to Owners other than Declarant.

SECTION 1.23. UTILITY COMPANY or UTILITY COMPANIES - Any public entity, utility district, governmental entity (including without limitation, districts created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution) or one or more private entities that regulate, provide or maintain utilities and drainage.

ARTICLE II
General Provisions Relating to Use and Occupancy

SECTION 2.1. USE RESTRICTIONS.

2.1.1. GENERAL. The Subdivision will be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration.

2.1.2. SINGLE FAMILY RESIDENTIAL USE. Each Owner must use his Lot and the Residential Dwelling and other Improvements on his Lot only for single family residential purposes. As used herein, the term "single family residential purposes" is deemed to specifically prohibit, without limitation, the use of a Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling for residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business, professional, or commercial related sign, logo or symbol displayed on the Lot; there is no business, professional, or commercial related sign, logo or symbol displayed on any vehicle on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional, or commercial related purpose on any regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

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No Owner may use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would: (i) void any insurance in force with respect to the Subdivision; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of the provisions of this Declaration or any applicable law; or (v) unreasonably interfere with the use and occupancy of a Lot in the Subdivision or Community Properties by other Owners.

No Owner is permitted to lease his Lot for a period less than twelve (12) months. Every lease must provide that the lessee is bound by and subject to all the obligations under this Declaration and a failure to comply with the provisions of this Declaration will be a default under the lease. The Owner making such lease will not be relieved from any obligation to comply with the provisions of this Declaration. An Owner is not permitted to lease a room in a Residential Dwelling or other Improvement on the Owner's Lot or any portion less than the entirety of the Lot and the Residential Dwelling and other Improvements on the Lot.

For the purpose of this Section, one (1) full-time, live-in domestic servant or "nanny" is considered an immediate member of the family occupying a Lot.

No garage sale, rummage sale, estate sale, moving sale or similar type of activity is permitted on a Lot.

2.1.3. NUISANCES. No rubbish or debris of any kind may be placed or permitted to accumulate upon or adjacent to a Lot and no odors are permitted to arise therefrom, so as to render the Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to another Lot or to its occupants. No nuisance is permitted to exist or operate upon a Lot. For the purpose of this provision, a nuisance is any activity or condition on a Lot which is reasonably considered to be an annoyance to surrounding residents of ordinary sensibilities and/or which might be calculated to reduce the desirability of a Lot. The Board of Directors is authorized to determine whether any activity or condition on a Lot constitutes a nuisance or is offensive and its determination is conclusive and binding on all parties. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes and patio speakers (which may only be utilized at such a volume so as not to become a nuisance to the Owners or neighboring Lots) may be located, used or placed on a Lot and then only if properly maintained and operated.

2.1.4. TRASH CONTAINERS. No garbage or trash or garbage or trash container may be maintained on a Lot so as to be visible from any street in the Subdivision or any neighboring Lot except to make the same available for collection. Containers for the storage of trash, garbage and other waste materials must be stored out of public view except on trash collection days when they may be placed at the curb not earlier than 7:00 p.m. of the night prior to the day of scheduled collections and must be removed by 7:00 p.m. on the day of collection. Garbage and trash made available for collection must be placed in tied trash bags or covered containers, or as otherwise provided in any trash disposal contract entered into by the Association or as requested by governmental entity.

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2.1.5. RIGHT TO INSPECT. During reasonable hours, any member of the Architectural Control Committee, any member of the Board, or any authorized representative of any of them, has the right to enter upon and inspect a Lot, and the exterior of the Improvements thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons will not be guilty of trespass by reason of such entry.

2.1.6. ANIMALS. No animals or birds, other than a reasonable number of generally recognized house or yard pets, may be maintained on a Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. No exotic animal or breed of animal that is commonly recognized to be inherently aggressive or vicious toward other animals and/or humans is permitted in the Subdivision. No unleashed dog is permitted on any street or on the Community Properties. Each dog must be kept either in the Residential Dwelling or other Improvement on the Lot or in a yard fully enclosed by a fence. No animal or bird is allowed to make an unreasonable amount of noise or to become a nuisance to the other Owners. No structure for the care, housing or confinement of any animal or bird may be maintained so as to be visible from any street in the Subdivision or a neighboring Lot without the written consent of the Architectural Control Committee. With the exception of all types of pigs, which are prohibited, the Board has the authority to determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal or bird is a generally recognized house or yard pet, an exotic animal, an inherently aggressive or vicious animal, or a nuisance, or whether the number of animals or birds kept on a Lot is reasonable, and its determination is conclusive and binding on all parties.

2.1.7. DISEASES AND INSECTS. No Owner may permit anything or condition to exist on a Lot, which may induce, breed or harbor infectious plant diseases or noxious insects.

2.1.8. SUBDIVISION AND CONSOLIDATION OF LOTS. No Lot may be further subdivided and no portion of a Lot less than the entirety of the Lot may be conveyed to any party. No Lot may be consolidated with an adjacent Lot.

2.1.9. SIGNS. No sign may be erected or maintained on a Lot if visible from any street in the Subdivision or any neighboring Lot except:

- (a) Street signs and such other signs as may be required by law;
- (b) One (1) ground-mounted "for sale" sign not larger than six (6) square feet and not extending more than four (4) feet above the ground;
- (c) Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the dwelling is permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There will be no more than one (1) sign and no more than six (6) stickers located on the windows or doors. Stickers are also permitted upon windows and doors for the "Child Find" program or a similar program sponsored by the local police and/or local fire department;

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- (d) One (1) school spirit sign per child residing in the Residential Dwelling for sports, band, choir, cheer-leader and similar-type activity signs of not more than six (6) square feet; provided, however, that such signs will relate only to activities in educational grade levels one (1) through twelve (12);
- (e) Ground mounted political signs provided the following criteria are met:
 - (i) No political sign may be placed on an Owner's Lot prior to the ninetieth (90th) day before the date of the election to which the sign relates, or remain on an Owner's Lot subsequent to the tenth (10th) day after the election date.
 - (ii) Not more than one (1) political sign is allowed per political candidate or ballot item.
 - (iii) No political sign may: contain roofing material, siding, paving, materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; include the painting of architectural surfaces; threaten the public health or safety; be larger than four feet (4') by six feet (6'); violate a law; contain language, graphics, or any display that would be offensive to the ordinary person; or be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.
- (f) During the Declarant Control Period, but only with express approval by Declarant, one (1) Builder identification sign of a size and design designated by Declarant.

No sign of any type may contain the word "foreclosure" or any derivative of such word.

Notwithstanding the foregoing provisions, during the Declarant Control Period, Declarant has the authority to allow signs to be erected on Lots as Declarant deems appropriate. No sign is permitted on Community Properties with the exception of a sign placed on Community Properties by Declarant during the Declarant Control Period and, thereafter, the Association. Declarant, during the Declarant Control Period and, thereafter, the Association, has the authority to go upon a Lot and remove any sign displayed on the Lot or Community Properties in violation of this Section and dispose of the sign without liability in trespass or otherwise.

Fines, costs of self-help, and reasonable attorney's fees actually incurred, may be assessed against the Owner of the Lot on which a sign violation exists. Fines, costs of self-help and reasonable attorney's fees actually incurred become part of the assessment payable by said Owner and payment thereof is secured by the lien created in Article VI of this Declaration. The Association, its agents and employees are not be liable, and are expressly relieved from any

liability, for the trespass or other tort in connection with the removal of violating signs from a Lot.

2.1.10. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes may be erected, placed or maintained on a Lot. No clothes may be aired or dried outside if visible from any street in the Subdivision or any neighboring Lot.

SECTION 2.2. VEHICLES; PARKING.

2.2.1. PROHIBITED VEHICLES; COVERS PROHIBITED. No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter ton pick-up, recreational vehicle, bus, unused vehicle, inoperable vehicle of any kind (including any vehicle requiring same which does not have both a current and valid license plate and current and valid state inspection sticker), and no unsightly vehicle as determined in the sole opinion of the Board, may be parked, stored or kept on a street in the Subdivision or on the driveway of a Lot. Such vehicles must be stored within a garage, completely out of view. The use of vehicle covers of all kind (except for vehicles parked completely in a garage) is prohibited.

2.2.2. PROHIBITED PARKING - GENERAL. No vehicle of any kind may be parked, kept or stored (i) on the Private Drives, (ii) on an unpaved portion of a Lot or any other place within the Subdivision not intended for use for parking of vehicles, or (iii) in a slanted or diagonal manner across any driveway or other designated parking space, or in any other manner other than as is customary for the type of parking space being used, or (iv) in a manner that obstructs or impairs sidewalk or Private Drive access or use. No Owner or occupant of a Lot is permitted to park, keep or store a vehicle on the Lot of another Owner or occupant.

2.2.3. REPAIR, RENTAL OR SALE OF VEHICLES PROHIBITED. No maintenance, repair or restoration work may be performed on a vehicle within the Subdivision, except temporary emergency repairs or other work required to promptly remove an inoperable or disabled vehicle from the Subdivision. Repair work on any vehicle within a garage is limited to minor repairs (such as oil changes, headlight bulb replacements and similar minor repairs). Extensive or frequent work on vehicles is prohibited. No vehicle rental or sales activities of any kind, whether or not for profit, may be conducted at any time on a Lot or elsewhere within the Subdivision.

2.2.4. VEHICLE DEFINED. As used in this Section, "vehicle" means a device in, on, or by which a person or property may be transported, including an operable or inoperable automobile, truck, motorcycle, recreational vehicle, trailer, and such other devices as from time to time specified by applicable Rules and Regulations.

2.2.5. PRESUMPTIVE VIOLATIONS. Repairs or other work extending over a period exceeding eight (8) hours is conclusively presumed not to be "temporary". Any vehicle is conclusively presumed to be "unused" or "inoperable" if the vehicle has not been operated outside the Subdivision for seven (7) or more consecutive days or the vehicle has not been operated outside the Subdivision more than twice in any fourteen (14) day period. The provisions hereof do not prejudice the right of the Association to otherwise establish a

violation. The foregoing provisions do not apply to a vehicle completely stored within a garage.

2.2.6. TOWING. The Board or its designated representative may cause a vehicle which is parked, stored or maintained on Community Properties in violation of this Declaration to be removed from the Subdivision at the sole cost and expense of the person owning such vehicle in accordance with Chapter 2308 of the Texas Occupations Code, as amended.

2.2.7. LIMITATION OF LIABILITY. THE ASSOCIATION HAS NO LIABILITY WHATSOEVER IN CONSEQUENCE OF REMOVAL OF ANY VEHICLE AS HEREIN PROVIDED. THE PERSON OWNING EACH TOWED VEHICLE (WHETHER OR NOT SUCH PERSON IS AN OWNER) AND THE OWNER AND OWNER'S TENANT AS TO WHOM SUCH PERSON IS A VISITOR, GUEST, OR INVITEE, MUST HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LIABILITIES OR DAMAGES ARISING, DIRECTLY OR INDIRECTLY, AS RESULT OF SUCH REMOVAL.

SECTION 2.3. PERMITTED BUILDINGS AND EXTERIOR IMPROVEMENTS.

2.3.1. TYPES OF BUILDINGS. No building may be erected, altered, placed or permitted to remain on a Lot other than one (1) Residential Dwelling not to exceed the height limitations set forth in Section 2.4.2. The exterior of a Residential Dwelling must be white stucco. The Architectural Control Committee has exclusive authority to determine whether Plans for a Residential Dwelling to be constructed on a Lot are acceptable and its determination is conclusive and binding on all parties.

2.3.2. TEMPORARY STRUCTURES. No building or structure of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, manufactured home, tent, shack, barn or other building, other than the permanent Residential Dwelling may be placed on a Lot, either temporarily or permanently, and no residence house, garage or other structure appurtenant thereto may be moved onto a Lot from another location. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and upon the Subdivision as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of Residential Dwellings and construction of other Improvements in the Subdivision. In addition, Declarant reserves the right and authority during the Declarant Control Period or as long as Declarant has architectural control authority over new Residential Dwelling construction, whichever is longer, to use the Residential Dwelling on a Lot it owns or to allow a Builder to use the Residential Dwelling on any Lot the Builder owns as a model home and/or sales office. Any bank or other lender providing financing to Declarant in connection with the development of the Subdivision or the construction of Improvements thereon may erect signs on Lots owned by Declarant and/or the Community Properties to identify such lender and the fact that it is supplying such financing.

2.3.3. GARAGES AND GARAGE DOORS. Each Residential Dwelling must have an attached, enclosed garage for two (2) vehicles. The garage must be architecturally similar

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and compatible to the appurtenant Residential Dwelling, including the roof line and appearance. All garages must be enclosed with permanent walls and their fronts enclosed with standard type overhead doors customarily used in the building industry which garage doors must be maintained in good working order at all times. ANY REPLACEMENT GARAGE DOOR MUST BE OF EQUAL OR BETTER QUALITY AND SUBSTANTIALLY THE SAME DESIGN AS THE GARAGE DOOR FOR THE GARAGE AS ORIGINALLY CONSTRUCTED, AND MUST BE PAINTED TO MATCH THE COLOR SCHEME OF THE RESIDENTIAL DWELLING AS ORIGINALLY CONSTRUCTED OR A SUBSEQUENT COLOR SCHEME WHICH HAS BEEN APPROVED IN WRITING BY THE ACC. Except for interior modifications of a garage wholly consistent with its use as a garage and which do not alter the use or exterior appearance of the garage as originally constructed, no modification of the interior or exterior of any garage as originally constructed is permitted without prior written approval of the ACC. GARAGE DOORS MUST BE KEPT CLOSED AT ALL TIMES EXCEPT FOR ENTRY AND EXIT OF VEHICLES OR DURING BRIEF PERIODS WHEN THE GARAGE IS BEING ACTIVELY USED FOR CUSTOMARY PURPOSES.

2.3.4. AIR CONDITIONERS. No window, roof or wall type air conditioner that is visible from the Community Properties or any neighboring Lot may be used, placed or maintained on or in a Residential Dwelling, garage or other Improvement.

2.3.5. ANTENNAS, SATELLITE DISHES AND MASTS. No exterior antenna, aerial, satellite dish, or other apparatus for the reception of television, radio, satellite or other signals of any kind may be placed or maintained on a Lot, which is visible from any street, Community Properties or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal is possible. The Architectural Control Committee may require painting or screening of the receiving device, which painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes, which are larger than one (1) meter in diameter; (ii) broadcast antenna masts, which exceed the height of the center ridge of the roofline; or (iii) MMDS antenna masts, which exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antenna, aerial, satellite dish, or other apparatus may be placed or maintained on a Lot, which transmits television, radio, satellite or other signals of any kind. This section is intended to comply with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time, and FCC regulations promulgated pursuant to the Act. This section must be interpreted to be as restrictive as possible, while not violating the Act and applicable FCC regulations. The Architectural Guidelines may further define, restrict or elaborate on the placement and screening of receiving devices and masts, provided such Architectural Guidelines are in compliance with the Act and FCC regulations.

2.3.6. EXTERIOR LIGHTING. All exterior lighting on a Lot must be approved by the Architectural Control Committee as to type, location and illumination. No exterior lighting may be directed toward another Lot or illuminate beyond the boundaries of the Lot on which the lighting fixture is situated.

2.3.7. MAILBOXES. Individual mailboxes on a Lot must be approved by the Architectural Control Committee. If cluster mailboxes are used in the Subdivision, individual mailboxes are not permitted on a Lot.

2.3.8. ROOFING. The Architectural Control Committee has the right to establish specific requirements for the pitch of any roof and the type of roofing materials, which may be utilized for any Residential Dwelling. All roofing materials on a Residential Dwelling or other Improvement on a Lot must be in accordance with the Architectural Guidelines and approved in writing by the Architectural Control Committee prior to the commencement of construction. All plumbing or heating vents, stacks and other projections from the roof of a Residential Dwelling, to the extent possible, must be located on the rear roof of such Residential Dwelling and must blend or be painted to blend with the color of the roofing material.

2.3.9. WINDOW TREATMENTS AND DOORS. Reflective glass is not permitted on the exterior of any Residential Dwelling or other Improvement on a Lot. No foil or other reflective materials may be installed on any windows or used for sunscreens, blinds, shades or other purposes except as approved in writing by the Architectural Control Committee. All window treatments visible from outside the Residential Dwelling must be shades of white, off white or beige. Burglar bars or doors are not permitted on the exterior of any windows or doors. Screen doors are not to be used on the front or side of any Residential Dwelling. No aluminum or metal doors with glass fronts (e.g., storm doors) are allowed on the front of any Residential Dwelling or on the rear of any Residential Dwelling.

2.3.10. UTILITY METERS AND HVAC EQUIPMENT. All electrical, gas, telephone and cable television meters and all exterior heating, ventilating and air-conditioning compressor units and equipment must be located in a manner approved by the Architectural Control Committee, with the objective being to minimize visibility.

2.3.11. DRIVEWAYS AND SIDEWALKS. All driveways and sidewalks must be paved; chert, gravel and loose stone driveways and sidewalks are prohibited. No driveway or sidewalk may be painted or stained without the prior written approval of the Architectural Control Committee. Driveways and sidewalks must be properly maintained, including, without limitation, the removal of oil stains and the removal of grass and/or weeds in expansion joints.

2.3.12. EXTERIOR COLORS. The color(s) of paint and color impregnation proposed to be used on the exterior of the Residential Dwelling or other Improvement on a Lot must be approved in writing by the Architectural Control Committee prior to application. The Owner of a Lot is required to submit to the Architectural Control Committee a request for approval of the proposed paint color(s), together with paint samples. The Architectural Control Committee has the authority to disapprove a proposed paint color if the color is not compatible with colors commonly used on the exteriors of Residential Dwellings and Improvements in the Subdivision, or if two (2) or more colors proposed to be used on a Residential Dwelling or other Improvement on a Lot are not compatible with each other. Exterior colors are generally limited to those colors used on Residential Dwellings and other Improvements at the time of original construction. The purpose of this covenant is to maintain harmony of the exterior paint colors of Residential Dwellings and other Improvements throughout the Subdivision. Iridescent colors or tones considered to be brilliant are not permitted. For the purpose of this paragraph,

“brilliant” means a color that is not in the general texture of both the overall community and natural setting of the Subdivision.

2.3.13. RAIN BARRELS AND RAIN HARVESTING SYSTEMS. Section 202.007 of the Texas Property Code provides that a property owners’ association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing rain barrels or a rain harvesting system on the property Owner’s Lot. However, Section 202.007 of the Texas Property Code further provides that a property owners’ association is not required to permit a rain barrel or rainwater harvesting system to be installed on a Lot in particular circumstances or restricted from regulating rain barrels and rain harvesting devices in specified manners. The following provisions are applicable to rain barrels and rain harvesting systems in the Subdivision:

- (a) Architectural Control Committee Approval. In order to confirm the proposed rain barrel or rain harvesting device is in compliance with the Architectural Guidelines, Owners are encouraged to apply to the Architectural Control Committee for prior approval. The Association may require an Owner to remove a rain barrel or rain harvesting device that does not comply with requirements of the Architectural Guidelines.
- (b) Location. A rain barrel or rain harvesting system is not permitted on a Lot between the front of the Residential Dwelling on the Lot and an adjacent street.
- (c) Color and Display. A rain barrel or rain harvesting system is not permitted:
 - (i) unless the color of the rain barrel or rain harvesting system is consistent with the color scheme of the Residential Dwelling on the Owner’s Lot; or
 - (ii) if the rain barrel or rain harvesting system displays any language or other content that is not typically displayed by the rain barrel or rain harvesting system as it is manufactured.
- (d) Regulations if Visible. If a rain barrel or rain harvesting system is located on the side of the Residential Dwelling on the Lot or at any other location on the Lot that is visible from a street, another Lot, or Community Properties, the rain barrel or rain harvesting system must comply with the following regulations:
 - (i) Rain Barrel:
 - (1) Size: A maximum height of forty-two (42) inches and a maximum capacity of fifty (50) gallons.
 - (2) Type: A rain barrel that has the appearance of an authentic barrel and is either entirely round or has a flat back to fit flush against a wall. A rain barrel must have a

manufactured top or cap to prevent or deter the breeding of mosquitoes.

- (3) Materials: Wood, metal, polyethylene or plastic resin designed to look like an authentic barrel in brown or other earth tone color.
- (4) Screening: The rain barrel must be screened with evergreen landscaping to minimize its visibility from a street, another Lot, and Community Properties, unless otherwise approved in writing by the Architectural Control Committee.
- (5) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the Residential Dwelling. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.

- (ii) Rain Harvesting System: A rain harvesting system must collect and store the water underground. The portion of a rain harvesting system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system may not extend above the surface of the ground by more than thirty-six (36) inches. The above-ground portion of the rain harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another Lot, and Community Properties, unless otherwise approved in writing by the Architectural Control Committee.

Provided that, the regulations in this Section 2.3.13 are applicable only to the extent that they do not prohibit the economic installation of the rain barrel or rain harvesting system on the Lot and there is a reasonably sufficient area on the Lot in which to install the rain barrel or rain harvesting system.

2.3.14. SOLAR ENERGY DEVICES. Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. The following provisions are applicable to solar energy devices in the Subdivision:

- (a) Architectural Control Committee Approval. The installation of a solar energy device requires the prior written approval of the Architectural

Control Committee. Provided that, the Architectural Control Committee may not withhold approval if the Architectural Guidelines are met or exceeded, unless the Architectural Control Committee determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist.

- (b) Location. A solar energy device is not permitted anywhere on a Lot except on the roof of the Residential Dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot.
- (c) Devices Mounted on a Roof. A solar energy device mounted on the roof of the Residential Dwelling or other permitted structure on a Lot:
 - (i) may not extend higher than or beyond the roofline;
 - (ii) must conform to the slope of the roof and have a top edge that is parallel to the roofline;
 - (iii) must have frames, support brackets and/or visible piping or wiring that are silver, bronze or black tone, as commonly available in the marketplace; and
 - (iv) must be located on the roof as designated by the Architectural Control Committee unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the Architectural Control Committee. For determining estimated annual energy production, the parties must use a publicly available modeling tool provided by the National Renewable Energy Laboratory.
- (d) Visibility. A solar energy device located in a fenced yard or patio may not be taller than or extend above the fence enclosing the yard or patio.
- (e) Warranties. A solar energy device may not be installed on a Lot in a manner that voids material warranties.
- (f) Limitations. A solar energy device is not permitted on a Lot if, as adjudicated by a court, it threatens the public health or safety or violates a law.

2.3.15. STORM AND ENERGY EFFICIENT SHINGLES. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing shingles that are designed to:

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- (a) be wind and hail resistant; provide heating and cooling efficiencies greater than those provided by customary composition shingles; or provide solar generation capabilities; and
- (b) when installed: resemble the shingles used or otherwise authorized for use on Lot in the Subdivision; are more durable than and are of equal or superior quality to the shingles described below; and match the aesthetics of the property surrounding the Owner's Lot.
 - (i) Architectural Control Committee Approval. In order to confirm the proposed shingles conform to the Declaration and Architectural Guidelines, Owners are encouraged to apply to the Architectural Control Committee for prior approval. The Association may require an Owner to remove shingles that do not comply with this Declaration or the Architectural Guidelines.
 - (ii) Appearance. When installed, storm and energy efficient shingles must resemble, be more durable than, and be of equal or superior quality to the types of shingles otherwise required or authorized for use in Subdivision as set forth above. In addition, the storm or energy efficient shingles must match the aesthetics of the Lots surrounding the Lot in question.

2.3.16. FLAGS. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein.

- (a) The following provisions are applicable to flagpoles and the three (3) types of flags listed in Section 202.011 of the Texas Property Code:
 - (i) Architectural Control Committee Approval. Proposed flagpoles, flagpole stands and/or footings and illumination must be approved by the Architectural Control Committee. The Association may require an Owner to remove flagpoles, flagpole footings, or flags that do not comply with the Architectural Guidelines.
 - (ii) Flag of the United States. The flag of the United States must be displayed in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address, among other things, the time and occasions for display, the position and manner of display, and respect for the flag.
 - (iii) Flag of the State of Texas. The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things,

the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.

(b) Flagpoles.

- (i) Not more than one (1) freestanding flagpole in the rear private yard or flagpole attached to the Residential Dwelling (on a permanent or temporary basis) is permitted on a Lot. A freestanding flagpole may not exceed twenty (20) feet in height, measured from the ground to the highest point of the flagpole.
- (ii) A flagpole attached to the Residential Dwelling may not exceed six (6) feet in length.
- (iii) A flagpole must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the Residential Dwelling on the Lot on which it is located.
- (iv) A flagpole may not be attached to a tree.

(c) Flags.

- (i) Only the three (3) types of flags addressed in this Section may be displayed on a freestanding flagpole. Other types of flags may be displayed on a wall-mounted flagpole as otherwise provided in the Architectural Guidelines.
- (ii) Not more than two (2) of the permitted types of flags may be displayed on a flagpole at any given time.
- (iii) The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the Residential Dwelling or garage must be three (3) feet by five (5) feet.
- (iv) The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.
- (v) A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.
- (vi) A flag must be displayed on a flagpole. A flag may not be attached to the wall of the Residential Dwelling or other structure on a Lot or a tree, or be displayed in a window of the residential dwelling or other structure on a Lot.

2.3.17. RELIGIOUS ITEMS. Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property Owner or resident from displaying or affixing on the entry to the Owner's or resident's Residential Dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant,

condition, or restriction contained in a dedicatory instrument. The following provisions are applicable to the display of religious items in the Subdivision:

- (a) Architectural Control Committee Approval. As authorized by the Declaration and, therefore, allowed by Section 202.018(c) of the Texas Property Code any alteration to the entry door or door frame must first be approved by the Architectural Control Committee.
- (b) Location. Except as otherwise provided in this Section, a religious item is not permitted anywhere on a Lot except on the entry door or door frame of the Residential Dwelling. A religious item may not extend past the outer edge of the door frame.
- (c) Size. The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, may not have a total size of greater than twenty-five (25) square inches.
- (d) Content. A religious item may not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- (e) Limitation. A religious item may not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- (f) Color of Entry Door and Door Frame. An Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's Residential Dwelling or change the color of an entry door or door frame that is not authorized by the Board.
- (g) Other. Notwithstanding the above provisions: (i) the Architectural Control Committee has the authority to allow a religious statue, such as by way of example and not in limitation, a statue of St. Francis of Assisi or other religious item in a landscape bed or other portion of a Lot, and (ii) the Architectural Guidelines will not prohibit or apply to temporary seasonal decorations related to religious holidays.

2.3.18. STANDBY ELECTRIC GENERATOR. Consistent with Section 202.019 of the Texas Property Code, the following addresses the requirements for installation and operation of standby electric generators in the Subdivision:

- (a) Definitions:
 - (i) Standby Electric Generator - A device that converts mechanical energy to electrical energy and is:
 - a. powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;

- b. fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
- c. connected to the main electrical panel of the Residential Dwelling by a manual or automatic transfer switch; and
- d. rated for generating capacity of not less than seven (7) kilowatts.

- (b) Architectural Control Committee Approval. A Standby Electric Generator may not be installed on a Lot unless an application therefor is first submitted to and approved in writing by the Architectural Control Committee as to compliance with the provisions of this Section 2.3.18. The submission of plans must include a completed application for Architectural Control Committee review, a site plan showing the proposed location of the Standby Electric Generator, the type of screening to be used (if required as provided in (d) below), and a copy of the manufacturer's brochures. The Architectural Control Committee may not withhold approval of a Standby Electric Generator if the proposed installation meets or exceeds the provisions set forth in (c) below, and, if visible as provided in (d) below, the Standby Electric Generator is screened in the manner required by the Architectural Control Committee.
- (c) Requirements. The installation and operation of a permanent Standby Electric Generator on a Lot is permitted, subject to the prior written approval of the Architectural Control Committee and compliance with the following requirements:
 - (i) a Standby Electric Generator must be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes;
 - (ii) all electrical, plumbing, and fuel line connections for a Standby Electric Generator must be installed by a licensed contractor;
 - (iii) all electrical connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
 - (iv) all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
 - (v) all liquefied petroleum gas fuel line connections for a Standby Electric Generator must be installed in accordance with rules and

standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;

- (vi) a nonintegral Standby Electric Generator fuel tank must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;
- (vii) a Standby Electric Generator and all electrical lines and fuel lines relating to the Standby Electric Generator must be maintained in good condition;
- (ix) a deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, must be repaired, replaced, or removed;
- (x) periodic testing of a Standby Electric Generator must be in accordance with the manufacturer's recommendations, and may occur not more than once a week, on a day other than a Sunday, between the hours of 10:00 a.m. and 4:00 p.m.; and
- (xi) the preferred location of a Standby Electric Generator is:
 - a. at the side or rear plane of the Residential Dwelling;
 - b. outside (not within) any easement applicable to the Lot;
 - c. outside (not within) the side setback lines applicable to the Lot.

However, in the event the preferred location either (a) increases the cost of installing the Standby Electric Generator by more than ten percent (10%) or (b) increases the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than twenty percent (20%), the Standby Electric Generator must be located on the Lot in a position that complies as closely as possible with the preferred location without violating either (i) or (ii) herein.

- (d) Screening. If a Standby Electric Generator is:
 - (i) visible from the street in front of the Residential Dwelling on the Lot on which it is located,
 - (ii) located in an unfenced side or rear yard of the Lot and is visible either from an adjoining Lot or from adjoining property owned by the Association, or

- (iii) located in a side or rear yard of the Lot that is fenced by a wrought iron fence or residential aluminum fence and is visible through the fence either from an adjoining Lot or from adjoining property owned by the Association,

the Owner will be required to screen the Standby Electric Generator by evergreen landscaping or in another reasonable manner, as determined by the Architectural Control Committee.

- (e) Prohibitions. A Standby Electric Generator may not be used to generate all or substantially all of the electrical power to a Residential Dwelling, except when utility-generated electrical power to the Residential Dwelling is not available or is intermittent due to causes other than non-payment for utility service to the Residential Dwelling.

No Owner may install or place a Standby Electric Generator on property that is owned or maintained by the Association. This Section 2.3.18 does not apply to property that is owned or maintained by the Association.

2.3.19. COMPLIANCE WITH ARCHITECTURAL GUIDELINES. All Owners and Builders are obligated to strictly comply with all provisions of the Architectural Guidelines for the Subdivision in effect as of the date of recording this Declaration or as such Architectural Guidelines may hereafter be adopted and/or amended. The Architectural Guidelines may address, without limitation, construction procedures, hours during which construction work is permitted, parking of construction vehicles, and the like.

SECTION 2.4. SIZE AND LOCATION OF BUILDINGS AND STRUCTURES.

2.4.1. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. The minimum allowable area of interior living space in a Residential Dwelling is two thousand (2,000) square feet. For purposes of this Declaration, the term "interior living space" excludes steps, porches, exterior balconies, and garages.

2.4.2. MAXIMUM ALLOWABLE HEIGHT OF BUILDINGS. No Residential Dwelling may exceed a height of forty-five (45) feet above finished grade.

2.4.3. LOCATION OF RESIDENTIAL DWELLING AND IMPROVEMENTS FRONT AND REAR SETBACKS. No Residential Dwelling or other Improvement may be located on a Lot closer than five (5) feet from the rear property line and three (3) feet from the front property line, or the applicable setback shown on the Plat, whichever is greater. All Residential Dwellings must be oriented to the front of the Lot. In the event there is a conflict between the Architectural Guidelines, this Declaration, any other documents imposed upon the Property that set forth a setback requirement, and the Plat, the more restrictive will control. Notwithstanding anything to the contrary herein, in no case shall any setback on a Lot be less than the width of any easement existing on such Lot, as shown on the Plat.

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2.4.4 ZERO LOT LINE PROPERTIES. Lots in the Subdivision will be based upon a zero side building setback concept ("Zero Lot Lines"). The following provisions apply to Zero Lot Lines:

(a) **General.** Each Residential Dwelling on a Zero Lot Line Lot will be designed so as to provide that all or a portion of the linear distance of one (1) wall of the Residential Dwelling is constructed either adjacent to and abutting, or within six (6) inches or less of a side Lot line. Such side Lot line where there is such construction will be hereinafter referred to as the "**Zero Lot Line**". Provided that, an open court or patio may be built adjacent and abutting, or within six (6) inches or less of the Zero Lot Line, but said open court or patio must be enclosed by a cedar wood fence having a maximum height of seven (7) feet above the foundation. Such wall must be constructed adjacent to, or within six (6) inches or less of the abutting Zero Lot Line and must enclose the court or patio in such a manner as to appear to be an extension of the Residential Dwelling. A Zero Lot Line wall may not have exterior objects or appurtenances, by way of example, and not by limitation, electrical panels (unless otherwise required by the electric company), vents, plumbing clean outs or openings of any kind, unless such Zero Lot Line side is on the street side of a corner Lot. Provided that, the Architectural Review Committee has the discretion to approve or disapprove windows in this particular location. If the Zero Lot Line is on the street side of a corner Lot, normal openings and exterior appurtenances may be constructed in the Residential Dwelling abutting the Zero Lot Line. Provided that, the roof overhang and the attached guttering of the Residential Dwelling may extend and encroach over the Zero Lot Line for a distance not to exceed eighteen (18) inches.

The distance between the Zero Lot Line and the closest wall of the Residential Dwelling situated upon the adjoining Lot must be a minimum of three (3) feet. No Residential Dwelling may be located on a Lot within any utility easements along the rear Lot line.

Notwithstanding the foregoing, restrictions regarding emergency escape and rescue openings in Section R310 of the International Residential Code control.

(b) **Easements.** Each Owner of a Zero Lot Line Lot has a perpetual, non-exclusive easement over, on and across the Lot or Restricted Reserve, as applicable, which is adjacent to, and contiguous with, the Zero Lot Line side of the Owner's Lot. This easement is limited to an area that is three (3) feet in width and parallel to the Owner's Zero Lot Line, and is further limited to the purposes of constructing improvements located on the Zero Lot Line, maintenance, repair and upkeep as is reasonably necessary for improvements on the Zero Lot Line and for ingress and egress in the event of an emergency. The three (3) foot wide easement may also be used for eaves overhang, guttering, eaves drip and land drain for any and all rain water flowing naturally from the eaves of the Owner's Zero Lot Line Lot onto an adjoining Lot.

Conditions and use of this easement are hereby declared and established by and between the Owner of the Residential Dwelling on the Zero Lot Line (the "**Benefitting Owner**") and the Owner of the adjoining Lot, which will be covenants running with the land and binding on both of the above-mentioned Owners and all of their respective heirs, successors and assigns, forever, to wit:

- (i) The Benefitting Owner must replace or return to existing condition any fencing, landscaping or other items on the adjoining Lot that the Benefitting

Owner may disturb during construction, repair or maintenance, save and except as provided below in subsection (ii).

- (ii) This easement, when used by the Benefitting Owner for such construction, repair or maintenance, must be left clean and unobstructed, unless the easement is actively being utilized, and any items removed must be replaced.
- (iii) The Benefitting Owner must notify the Owner of the adjoining Lot of his or her intent to do any construction, repair or maintenance at least forty-eight (48) hours prior to starting any work. The hours that such easement may be utilized are between 8:00 a.m. and 5:00 p.m., Monday through Friday, between 9:00 a.m. and 6:00 p.m. on Saturday, and between 12:00 p.m. and 6:00 p.m. on Sunday. Notwithstanding the foregoing, in the event of an emergency, and to prevent imminent damage to a Zero Lot Line Lot or its occupants, a Benefitting Owner may enter the easement at any time necessary and without prior notice to the Owner of the adjoining Lot to perform emergency repairs or to escape injury.
- (iv) Both the Benefitting Owner and the adjoining Lot Owner have the right of surface drainage over, along and upon the easement area. Neither the Benefitting Owner nor the adjoining Lot Owner may use the easement area in such a manner that will interfere with such drainage.
- (v) Neither the Benefitting Owner nor the adjoining Lot Owner may attach any object to the Zero Lot Line Lot or wall facing onto the easement area and the Owner of the adjoining Lot may not use such Zero Lot Line Lot and/or wall as a playing surface for, or as part of, any sport or game. In addition, no structure may be constructed or placed upon the easement area by either the Benefitting Owner or the adjoining Lot Owner, except the roof overhang and the guttering as provided above, and a fence by the Owner of the adjoining Lot, which allows proper surface drainage; provided that, access to the easement must be preserved for the Benefitting Owner.
- (vi) Neither the Benefitting Owner nor the adjoining Lot Owner may construct or place, or cause to be constructed or placed, any structure or object of any kind which impedes egress from any window located on the wall of the Zero Lot Line Lot facing into the easement area.

Each Owner of a Zero Lot Line Lot has, and is hereby granted, a perpetual non-exclusive three (3) foot underground easement extending three (3) feet into the side building setback line of the adjoining Lot with said easement being contiguous to the Zero Lot Line of the Lot benefitting from said easement, hereinafter referred to as the “**Bell Bottom Easement**”. The Bell Bottom Easement may be used solely for the installation, construction and maintenance of underground bell bottoms in conjunction with the installation or repair of the foundation of the Residential Dwelling or other Improvement of such Owner.

SECTION 2.5. WALLS AND FENCES.

2.5.1. ARCHITECTURAL CONTROL COMMITTEE APPROVAL REQUIRED. No fencing may be constructed, placed or maintained on a Lot without prior written approval of the Architectural Control Committee.

2.5.2. GENERAL REQUIREMENTS. Unless otherwise approved in writing by the Architectural Control Committee, all fencing on a Lot must comply with the following:

- (a) No fencing on a Lot may be more than six feet (6') in height.
- (b) All fencing on a Lot (other than hedges) must be constructed of redwood or cedar vertical pickets with treated pine (or equivalent as approved by the Architectural Control Committee) post and supports, or ornamental wrought iron, brick or masonry, or combinations thereof, or composite materials which substantially simulate the appearance of the foregoing, as approved by the Architectural Control Committee.
- (c) NO CHAIN LINK TYPE FENCING OF ANY TYPE IS PERMITTED ON A LOT.
- (d) NO FENCING ON A LOT MAY BE ERECTED OR MAINTAINED NEARER TO THE FRONT BUILDING SETBACK LINE THAN THE PLANE OF THE FRONT EXTERIOR WALL OF THE RESIDENTIAL STRUCTURE ON SUCH LOT THAT IS FARTHEST FROM THE FRONT BUILDING SETBACK LINE.

2.5.3. OWNERSHIP AND MAINTENANCE. Ownership of all fencing on a Lot passes with title to the Lot. All fencing on a Lot must be continuously maintained by the Owners in a structurally sound condition, in a neat and attractive condition, in good repair and otherwise as required to obtain and maintain Prevailing Community Standards. The foregoing includes, without limitation, such maintenance, repair or replacement as is required to prevent listing or leaning, repair of all damaged or broken pickets, rails and posts, and all holes and cracks, and repair or replacement as required to prevent rot or decay, and any other visible signs of dilapidation or deterioration. Fencing on a Lot which has been defaced with graffiti or other markings must be restored to its prior condition within 72 hours of such defacement or markings. PAINTING OR STAINING OF WOODEN FENCES IS PROHIBITED UNLESS APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE. All maintenance, repair or replacement of fencing on a Lot, which separates adjoining Lots, or which is otherwise shared in common by two (2) or more adjoining Lots, is the joint responsibility of, and the costs thereof will be shared equally by, the adjoining Owners. Otherwise, all such maintenance, repair or replacement is the responsibility of, and at the sole cost of, the Owner upon whose Lot the fencing is located. ONCE INSTALLED, THE LOCATION, STYLE, FINISH, APPEARANCE AND ALL OTHER FEATURES OF FENCING ON A LOT MAY NOT BE MODIFIED OR CHANGED WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

2.5.4. PERIMETER FENCING. "Perimeter Fencing" means all fences and freestanding fence type walls which encloses the exterior boundaries of the Subdivision or

which is otherwise designated as Perimeter Fencing and all Subdivision main entry fences, walls, and/or entry and other identification monuments. Notwithstanding anything contained in this Declaration to the contrary, all Perimeter Fencing will be maintained by the Association. No Owner, and no other person may modify, alter or in any manner change; or attach anything to, any Perimeter Fencing without the prior written consent of the Architectural Control Committee.

SECTION 2.6. OWNERS' ACCESS EASEMENT.

2.6.1 DEFINED. Each Lot and the Community Properties are subject to a non-exclusive access easement for the inspection, construction, maintenance, repair and replacement of Improvements located upon any adjacent Lot (the "**Accessing Lot**") for usage by an Accessing Lot Owner or occupant, or their agents or employees. The Lot or Community Properties being accessed is herein referred to as the "**Easement Lot**". This access easement area on the Easement Lot (the "**Access Area**") consists of a strip of land abutting the nearest boundary line of the Accessing Lot of not less than three feet (3') nor more than six feet (6'), as may be reasonably required, and to such additional area as may be approved in writing by the Architectural Control Committee upon written request stating a reasonable necessity for same, provided that the Access Area does not in any event extend past the exterior wall of any Residential Dwelling or garage, or the foundation of either. THIS ACCESS EASEMENT AREA MAY BE UTILIZED ONLY WHEN AND TO THE EXTENT SAID CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT CANNOT BE REASONABLY CONDUCTED WITHIN THE BOUNDARIES OF THE ACCESSING LOT. Except in the case of an Emergency, in no event will such easement extend to any part of the Residential Dwelling garage, or other building located on the Easement Lot.

2.6.2 NOTICE; DURATION. Prior to use of the Access Area, the Owner or occupant of the Accessing Lot must give written notice of intent to utilize the Access Area stating therein the nature of intended use and the duration of such usage. Such notice must be delivered to the Owner or occupant of the Easement Lot by regular or certified mail or personal delivery, or by attaching same to the front door of the Residential Dwelling located upon the Easement Lot. If by mail, such notice must be given at least ten (10) days prior to use of the Access Area; and if by personal delivery or affixing to the front door, such notice must be given at least seven (7) days prior to use of the Access Area. In case of emergency the Accessing Lot Owner or occupant may commence and continue usage of the Access Area without giving the foregoing notice for so long as is reasonably necessary to control the emergency and complete work necessitated thereby, but must proceed with giving of the required notice as soon as practical after commencement of usage.

2.6.3. USAGE. Usage of the Access Area is limited to the minimum reasonable amount of time and area required to complete necessary work to preserve, protect, construct, maintain, repair, and replace the Residential Dwelling or other structures and Improvements located on the Accessing Lot. Work during the usage period must be conducted in such manner as to minimize so far as reasonably possible inconveniences and disruptions to the Easement Lot and its occupants. Except in case of emergency or unless otherwise authorized by the Owner or occupant of the Easement Lot, work during the usage period may not be conducted

during legal holidays or any Sunday and must otherwise be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturdays.

2.6.4. ARCHITECTURAL CONTROL COMMITTEE APPROVAL OF ACCESS AREA IMPROVEMENTS. No structure or Improvements other than grass, and customary, non-exotic flower and shrubbery beds, may be placed within the Access Area at any time without the prior written approval of the Architectural Control Committee. The Architectural Control Committee may disapprove any proposed structure or Improvement which it reasonably determines will substantially interfere with, or be unduly burdensome to, or which would cause excessive expense to any potential Accessing Lot if access becomes necessary as herein provided.

2.6.5. RESTORATION. Promptly after completion of usage of an Access Area, the Accessing Lot Owner or occupant must thoroughly clean the Access Area and repair and restore same to substantially the same condition that existed at the time of commencement of usage; provided, such obligation for restoration does not apply to any structures or Improvements which have been placed in the Access Area without the written approval of the Architectural Control Committee.

2.6.6. BLANKET ACCESS EASEMENT. The Association and the Architectural Control Committee have a continuing non-exclusive easement upon, over, under and across each Lot, and as to the exterior of the Residential Dwelling and garage thereon, and as to the exterior and interior of any other Improvement thereon, to the extent reasonably necessary for the performance of any of the functions or duties of the Association or Architectural Control Committee or exercise of any of their rights under this Declaration. Prior to exercise of such easement rights written notice must be given to the Owner or occupant of the affected Lot stating the expected date of commencement of usage, the nature of the intended use and anticipated duration of such usage. The notice may be given in any manner as permitted by Section 2.6.2. In case of an emergency the right of entry and usage will be immediate without notice, but in such case notice as aforesaid must be given as reasonably soon as practicable. Provided however, the Association is not required to provide prior written notice to go onto a Lot to perform landscaping and lawn maintenance.

SECTION 2.7. GOVERNMENTAL FUNCTIONS, UTILITIES AND OTHER SERVICES.

2.7.1. GOVERNMENTAL FUNCTIONS; REMOVAL OF OBSTRUCTIONS. Blanket non-exclusive easements and rights-of-way are hereby granted to all applicable governmental authorities, to all police, fire protection, ambulance and other emergency vehicles, to garbage and trash collection vehicles and other service vehicles, to the United States Post Office and similar services, and to the respective agents and employees of all of the foregoing, for access, ingress and egress upon, over and across any portion of each Lot and throughout the Subdivision for purposes of the performance of any official business without liability of any kind. APPLICABLE GOVERNMENTAL AUTHORITIES AS AFORESAID ARE ALSO SPECIFICALLY AUTHORIZED TO REMOVE OBSTRUCTIONS IF NECESSARY FOR EMERGENCY AND SERVICE VEHICLE ACCESS.

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2.7.2. OTHER EASEMENTS. The Association has the right to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public, quasi-public or private utility purposes, including, without limitation, gas, electricity, telephone, sanitary or storm, cable television and similar services, along, over, above, across and under the Subdivision and any Lot; provided, such additional easements are not located in such manner as to encroach upon the footprint or foundation of any then-existing building (including any Residential Dwelling) or any swimming pool. Any such easement is not effective unless and until notice thereof is filed in the Official Public Records of Real Property of Harris County, Texas.

2.7.3. EASEMENTS PERPETUAL AND NOT CONVEYED. Title to any Lot conveyed by contract, deed or other conveyance is subject to all easements of record and as otherwise established by this Declaration, and may not be held or construed in any event to include the title to any easement established by this Declaration, including but not limited to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, or telephone way or any pipes, lines, poles, or conduits on or in any utility facility, gates, service equipment or appurtenances thereto. Easement rights established by or obtained pursuant to this Declaration may not, once established or obtained, be adversely affected by any amendment of this Declaration. The foregoing does not limit subsequent abandonment or other modification of easement rights in accordance with applicable instruments covering any easement, by consent or agreement of the affected parties, or as otherwise provided by law.

2.7.4. MAINTENANCE OF UTILITIES REQUIRED. All utility services intended to be provided to each Residential Dwelling as originally constructed, including without limitation water, sewage, electric and gas services, must be maintained by the Owner at all times when a Residential Dwelling is occupied.

2.7.5. PRIVATE UTILITY LINES. All electrical, telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a utility company must be installed underground unless otherwise approved in writing by the Architectural Control Committee, and must be maintained at all times by the Owner of the Lot upon which same is located.

2.7.6. UTILITY EASEMENTS. Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all necessary utility systems including systems of electric light and power supply, telephone service, cable television service, gas supply, water supply and sewer service, including systems for utilization of services resulting from advances in science and technology. There is hereby created an easement upon, across, over and under all of the Subdivision for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it is expressly permissible for the utility companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, under the land within the utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Meter racks are installed on Lots One (1), Twenty (20) and Twenty-One (21) in Block One (1), and Lot One (1) in Block Three (3), which meter racks shall be accessible pursuant to the Utility Easements described herein and on the Plat. Notwithstanding anything

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contained in this paragraph, no utilities or appurtenances thereto may be installed or relocated on the Subdivision until approved by Declarant or the Board.

2.7.7. GATE EASEMENTS. Declarant hereby creates easements upon, across, over and under Lots One (1), Twenty (20) and Twenty-One (21) of Block One (1) and Lot (1) of Block Three (3) for the purpose of installing, replacing, repairing and maintaining entry and exit gates to the Subdivision, including a pedestrian access gate, and related equipment for the operation of such gates.

SECTION 2.8. COMMUNITY PROPERTIES.

2.8.1. COMMUNITY PROPERTIES. Owners of Lots in the Subdivision are notified that there exist Community Properties within the Subdivision which may be restricted to landscape, open space, parking, and/or recreational purposes. Owners of Lots within the Subdivision hereby agree to hold harmless Declarant, the Association, and their respective agents, successors and assigns and release them from any liability for the placement of, construction, design, operation, and maintenance of the Community Properties, and agree to indemnify the parties released for any incidental noise, lighting, odors, parking, and/or traffic which may occur in the normal operation of the Community Properties.

Owners whose Lots are adjacent to or abut Community Properties must take care and may not permit any drainage pipes or conduits, grass clippings, dead plants or grass, trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate or penetrate the Community Properties. An Owner who permits or causes such infiltration and penetration must indemnify and hold harmless the Association for all costs of clean up, repair and remediation necessary to restore the Community Properties to their condition immediately prior to said infiltration and penetration. Each Owner hereby acknowledges that the Association, its directors, officers, managers, agents, or employees, Declarant or any representative of Declarant have made no representations or warranties, nor has such Owner or any tenant, guest or invitee of such Owner relied upon any representations or warranties, expressed or implied, relative to the Community Properties.

ARTICLE III Maintenance

SECTION 3.1. ASSOCIATION MAINTENANCE RESPONSIBILITIES.

3.1.1. GENERAL. The Association will maintain, repair and replace the Community Properties and keep same in good repair. This maintenance includes, without limitation, maintenance, repair, and replacement of all landscaping and Improvements situated on the Community Properties. The foregoing does not include any residential use area which is enclosed by fencing (unless otherwise determined by the Architectural Control Committee as provided in Section 3.1.2). The Board of Directors has the authority to determine whether and to what extent maintenance, repair and replacement of landscaping and Improvements on the Community Properties is necessary and its reasonable good faith determination is conclusive and binding on all parties.

3.1.2. FACILITIES OR SERVICES. The Association will maintain such properties, real or personal, and such other facilities, services and Improvements as may be required by governmental authorities, any municipal utility districts or other utility providers, any special tax and development districts, and any other similar entities, such maintenance to be in accordance with applicable contracts, agreements, ordinances, rules, regulations and decisions of such authorities.

- (a) Access Gates. The Association will repair, maintain, and replace the access gates and related equipment allowing access to the Subdivision, within the reasonable discretion of the Association acting by and through its Board. The cost associated with such access gates and related components including, but not limited to, the electrical and operational expenses associated therewith is a common expense payable through the Annual Maintenance Charge.
- (b) Private Drives. The Association will repair, maintain, and replace the Private Drives within the reasonable discretion of the Association acting by and through its Board. The costs associated with such expenses are common expenses payable through the Annual Maintenance Charge.

3.1.3. OWNER'S LIABILITY FOR PAYMENT OF ASSOCIATION COSTS. Each Owner, and the Owner's family members, tenants and guests, are expressly prohibited from doing anything which could or does (i) increase the Association's costs of insurance or result in cancellation or diminution in insurance coverage, (ii) cause damage to any Community Properties, or (iii) increase costs of maintenance, repair, replacement, management, operation or discharge of any other obligations of the Association regarding the Community Properties, or any other areas maintained by the Association. Regardless of availability of insurance coverage, the Association may charge to each responsible Owner, as a specific assessment, all increased costs and all other damages resulting, directly or indirectly, from the acts or omissions of an Owner, or the Owner's family members, tenants and guests, in violation of the foregoing provisions.

SECTION 3.2. OWNER MAINTENANCE RESPONSIBILITIES.

3.2.1. GENERAL MAINTENANCE. All maintenance of each Lot and all Improvements thereon is the sole responsibility of the Owner thereof. Each Owner must maintain their Lot and all Improvements thereon at all times in such manner as to obtain and maintain Prevailing Community Standards on a continuing basis as may be more specifically determined by this Declaration and other Association dedicatory instruments, including as determined from time to time by any duly adopted Architectural Guidelines and Rules and Regulations. Without limitation of the foregoing, each Owner must maintain, at each Owner's sole cost and expense, the interior of the Owner's Residential Dwelling and garage, including all fixtures, equipment, appliances, things and devices located therein. MAINTENANCE WHICH AFFECTS THE EXTERIOR APPEARANCE OF A RESIDENTIAL DWELLING OR GARAGE IS SUBJECT TO APPLICABLE PROVISIONS OF ARTICLE IV REGARDING ARCHITECTURAL CONTROL COMMITTEE APPROVAL.

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3.2.2. RESIDENTIAL DWELLINGS AND OTHER IMPROVEMENTS. Each Owner must maintain the exterior of each Owner's Residential Dwelling, garage, and all other buildings, structures, fences (excluding Perimeter Fencing), walls, recreational equipment and Improvements located upon each Owner's Lot, in an attractive and well maintained condition, including proper maintenance and repair as needed of paint, bricks, stucco, siding, roofs, rain gutters, downspouts, exterior walls, driveways, parking areas and all other exterior portions of the Owner's Residential Dwelling and garage. Without limitation of the foregoing, each Owner must provide proper repair and maintenance as and when needed as follows:

- (a) The exterior paint on each Owner's Residential Dwelling must be maintained so that no portion thereof is noticeably peeling or cracking, and all painted portions remain neat and free of mildew and discoloration. NO CHANGE IN THE EXTERIOR COLOR SCHEME OF A RESIDENTIAL DWELLING AS ORIGINALLY CONSTRUCTED IS PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ACC.
- (b) The windows must be maintained so that no caulking thereon is chipped or cracked and no window panes are cracked or broken.
- (c) All exterior doors, including garage doors, must be maintained, repaired, replaced and/or repainted as needed to prevent a deteriorated or unsightly appearance, and maintained in proper working condition, including replacement as needed of damaged or dented garage door panels and any cracked or broken glass in any door.
- (d) The exterior woodwork on each Owner's Residential Dwelling, and all windowsills, door jams and thresholds, framing, hinges, latches and locks, must be maintained so that it remains whole, sound, neat and fully operational.
- (e) The roof on each Owner's Residential Dwelling must be maintained to prevent sagging and leaks. All shingles must be properly secured. Curled or damaged shingles must be replaced. No worn areas or holes are permitted to remain, and the structural integrity and exterior appearance of the roof must be maintained. The appearance of the roof may not be changed by any such maintenance without the express written approval of the Architectural Control Committee.
- (f) The rain gutters and downspouts on each Owner's Residential Dwelling, if any, must be maintained so that all are properly painted or treated to prevent rust and corrosion, properly secured to roof, eaves, gables or exterior walls (as the case may be), maintained without holes, and promptly repaired or replaced if dented or otherwise damaged.
- (g) All concrete areas on each Owner's Lot, including sidewalks and driveway, must be maintained so that all cracks are appropriately patched or surfaced as they appear, expansion joints are maintained, repaired or replaced, as needed, and oil, grease and other stains are removed as they appear, and all such areas must be kept free of weeds, grass or other vegetation.

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- (h) Except as otherwise provided as to Perimeter Fencing, all fences or walls erected on each Owner's Lot must be maintained as provided in Section 2.5.
- (i) All recreational equipment approved by the Architectural Control Committee, must be maintained to prevent any unsightly condition, including for example but without limitation, proper maintenance of swing sets to prevent rust and corrosion, and proper maintenance of basketball goals to prevent rust and corrosion and replacement as needed of torn or worn nets.

3.2.3. WALLS.

- (a) **General Rules.** Except as otherwise provided in this paragraph (d), the responsibility for the maintenance and repair of a Party Wall is the joint responsibility of the Owners of the adjacent Residential Dwelling. The cost to maintain and repair a Party Wall must be shared equally by the Owners of the adjacent Residential Dwellings. General rules of law regarding Party Walls and liability for property damage due to negligence and willful acts or omissions apply.
- (b) **Damage or Destruction.** If a Party Wall is damaged or destroyed by fire or other casualty, the cost must be shared equally by the Owners of the adjacent Residential Dwellings.
- (c) **Individual Liability.** An Owner of a Residential Dwelling who, by his negligence or willful act, causes a Party Wall to be damaged or exposed to the elements must bear the entire cost of performing whatever work is necessary to repair the Party Wall and protect the Party Wall from the elements.
- (d) **Right of Contribution.** The right of an Owner of a Residential Dwelling to contribution from the Owner of an adjacent Residential Dwelling relating to the Party Wall separating the two (2) Residential Dwellings is appurtenant to the land and passes to the Owner's successors in title.

3.2.4. UTILITIES. The Owner of each Lot must maintain in proper working order, and on a continuing basis, all sanitary sewer lines and facilities, drainage or storm water lines and facilities, water pipelines, water sprinkler system, water meters and related water lines and facilities, electrical and gas lines, meters and facilities, telephone and any other telecommunication lines, devices or facilities, and all other facilities, utilities and services which serve the Owner's Lot (the "**Owner Utilities**"), regardless of the location of the Owner Utilities, save and except to the extent maintenance of any Owner Utilities is performed by any governmental entity or utility company. Utilities which service more than one (1) Lot must be maintained, repaired and replaced by all of the Owners of the multiple Lots served, pro rata, or in such other proportions as determined by the Architectural Control Committee upon written request when the circumstances clearly demonstrate that a different manner of allocation is required.

3.2.5. LANDSCAPING. All grass, shrubbery, trees, flower beds, vegetation and all other landscaping, either natural or artificial, on a Lot must be maintained by the Owner of the Lot at all times. Such maintenance must be in accordance with the seasons, as reasonably necessary to obtain and maintain on a consistent and continuing basis a sanitary, healthful and attractive condition and appearance, in accordance with the Prevailing Community Standards, and to eliminate any condition which may create any unsanitary condition or become a harborage for rodents, vermin or other pests. If a Lot is located adjacent to a street but the Lot line does not extend to the street curb, the Owner must maintain all landscaping between the Owner's Lot line and the street curb unless the Architectural Control Committee is otherwise required hereby or otherwise elects to maintain said area.

3.2.6. ADJACENT LOTS. No Owner or occupant of a Lot may allow a condition to exist or fail or neglect to provide any maintenance which materially and adversely affects an adjacent Lot, any Community Properties, or any Improvements on such Lot or the Community Properties.

3.2.7. RIGHT OF ENTRY AND INSPECTION; OWNER'S DEFAULT. In the event the Board determines that an Owner has failed or refused to properly discharge the Owner's maintenance obligations as provided in this Article, the Board may conduct inspections of any affected Lot, the exterior of the Residential Dwelling and all structures and Improvements thereon (a "**Compliance Inspection**") and/or perform the repair, replacement or maintenance (the "Required Work") in accordance with this Section. The Board must give written notice of intent to conduct a Compliance Inspection and/or to perform Required Work. The notice may be given by posting on the front door of the Residential Dwelling at the applicable Lot regardless of any other mailing address otherwise maintained by the Owner. Except in the case of an emergency, the notice must give the applicable Owner ten (10) days to schedule a Compliance Inspection and/or perform Required Work [or to commence and thereafter proceed with diligence to completion of Required Work which cannot be reasonably completed in ten (10) days], failing which the Board may proceed without further notice. In the case of an emergency, the Board may proceed immediately with any Required Work required to abate the emergency. All costs and expenses of conducting a Compliance Inspection as to which a violation is determined to exist and all costs and expenses of Required Work performed by the Board will be charged to the Owner of the applicable Lot and, if not paid within ten (10) days of the notice of same is given to the applicable Owner, the costs will be added to the Owner's assessment and secured by the lien provided in Article VI of this Declaration. The good faith determination by the Board as to the need for a Compliance Inspection and as to all aspects of Required Work is final and conclusive, and extends to anything or condition as to such Lot or which adversely affects any other Lot or Community Properties. The Association is not liable for trespass or any other tort or claim for damages in connection with any actions or failure to act pursuant to this Section.

ARTICLE IV
Architectural Approval

SECTION 4.1. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is comprised of at least three (3) members, all of whom are appointed by Declarant, except as otherwise set forth herein. Declarant has the continuing right to

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appoint all three (3) members until the earlier of (a) the date that the Declarant Control Period terminates, or (b) the date Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board will have the authority to appoint all three (3) members of the Architectural Control Committee. During the Declarant Control Period, members of the Architectural Control Committee are not required to be Members of the Association. Upon termination of the Declarant Control Period, all members of the Architectural Control Committee are required to be Members of the Association. Members of the Architectural Control Committee appointed by Declarant may be removed at any time and will serve until resignation or removal by Declarant. Members of the Architectural Control Committee appointed by the Board may be removed at any time by the Board, and will serve for such term as may be designated by the Board or until resignation or removal by the Board. Notwithstanding any provision in this Declaration to the contrary, if, upon the termination of the Declarant Control Period, there are Lots on which a Residential Dwelling has not been constructed, the authority to approve or disapprove plans for a Residential Dwelling to be constructed on any such Lot will remain vested in Declarant.

SECTION 4.2. APPROVAL OF IMPROVEMENTS REQUIRED. In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the Subdivision, to establish and preserve a harmonious design for the development and to protect and promote the value of the Subdivision, the Lots and Residential Dwellings and all Improvements thereon, no Improvement of any nature may be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on a Lot by any Owner, other than Declarant, which affect the exterior appearance of a Lot or the Residential Dwelling or other Improvement on a Lot unless plans and specifications therefor have been submitted to and approved by the Architectural Control Committee in accordance with the terms and provisions of this Article. Without limiting the foregoing, the construction and installation of a Residential Dwelling, sidewalk, driveway, deck, patio, landscaping, swimming pool, playhouse, awning, wall, fence, exterior light, or any other Improvement, may not be undertaken, nor may any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to a Residential Dwelling or other Improvement, unless Plans have been submitted to and approved by the Architectural Control Committee in accordance with the terms and provisions of this Article.

The Architectural Control Committee is hereby authorized and empowered to approve or disapprove all Plans for the construction of a Residential Dwelling or other Improvement on a Lot. Prior to the commencement of a Residential Dwelling or other Improvements on a Lot, the Owner thereof must submit to the Architectural Control Committee Plans and related data for each proposed Improvement.

The Architectural Control Committee, in its sole discretion, will determine whether the Plans and other data submitted by an Owner for approval are acceptable. The Board may establish and change from time to time, if deemed appropriate, a reasonable fee sufficient to cover the expense of reviewing Plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys retained in order to approve such Plans and to monitor and otherwise enforce the terms hereof (the "**Submission Fee**").

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The Architectural Control Committee has the right to disapprove any Plans upon any ground which is consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations; any failure to comply with any of the provisions of this Declaration or Architectural Guidelines; failure to provide requested information; objection to exterior design, appearance or materials; objection on the ground of incompatibility of any such proposed Improvement with the scheme of development proposed for the Subdivision; objection to the location of any proposed Improvement; objection to the landscaping plan for such Lot; objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of the Residential Dwelling or other Improvement; or any other matter which, in the sole judgment of the Architectural Control Committee, would render the proposed Residential Dwelling or other Improvement inharmonious with the general plan of development contemplated for the Subdivision. The Architectural Control Committee has the right to approve any submitted Plans with conditions or stipulations by which the Owner of such Lot is obligated to comply and must be incorporated into the Plans for such Residential Dwelling or other Improvement. Approval of Plans by the Architectural Control Committee for Improvements on a particular Lot is not deemed an approval nor does such approval otherwise obligate the Architectural Control Committee to approve similar Plans of any of the features or elements of proposed Improvements for any other Lot within the Subdivision.

Any revisions, modifications or changes in any Plans previously approved by the Architectural Control Committee must be approved by the Architectural Control Committee in the same manner specified above.

If construction of a Residential Dwelling or other Improvement has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing related construction work) within ninety (90) days of approval by the Architectural Control Committee of the Plans for such Residential Dwelling or other Improvement, then no construction may be commenced (or continued) on such Lot and the Owner of such Lot is required to resubmit all Plans for a Residential Dwelling or other Improvement to be constructed on the Lot to the Architectural Control Committee for approval in the same manner specified above.

The duties of the Architectural Control Committee may be assigned to an architect or other third party professional as deemed appropriate by the Board of Directors. The assignment may include all duties of the Architectural Control Committee or only selected duties of the Architectural Control Committee. For example, the Board of Directors may choose to assign only the duties relating to the review and approval or disapproval of Plans relating to Residential Dwellings to be constructed on Lots. In the event of such an assignment, the architect or other third party professional may be compensated in the manner the Board of Directors determines to be appropriate which may include the direct payment of the applicable Submission Fee to the architect or other third party professional by the person or entity submitting Plans for approval or disapproval.

SECTION 4.3. ADDRESS OF COMMITTEE. The address of the Architectural Control Committee is the same as that set forth in the Association's recorded management certificate, unless otherwise provided in a recorded instrument.

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SECTION 4.4. ARCHITECTURAL GUIDELINES. The Architectural Guidelines, if any, will serve as a minimum guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvements. If the recorded Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, without directly conflicting with the provisions of the Declaration, the provisions of the recorded Architectural Guidelines control, it being the intent of the Declarant to allow the Architectural Guidelines to supplement the Declaration on matters generally relating to architectural control and the discretionary authority vested in the Architectural Control Committee.

SECTION 4.5. FAILURE OF COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed Improvement on a Lot is deemed to be denied by the Architectural Control Committee unless the Architectural Control Committee approval is transmitted to the Owner by the Architectural Control Committee within forty-five (45) days after the date of actual receipt by the Architectural Control Committee of the request at its office. If the Architectural Control Committee requests additional information or materials from an applicant in writing within the specified forty-five (45) day period, the applicant's request is also deemed to be disapproved, whether so stated in the written communication or not, and a new forty-five (45) day period for review will not commence until the date of actual receipt by the Architectural Control Committee of the requested information or materials. No approval will permit an Owner to construct or maintain any Improvement on a Lot that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Control Committee at all times retaining the right to object to any Improvement on a Lot that violates any provision of this Declaration or the Architectural Guidelines, unless a variance has been granted by the Architectural Control Committee in accordance with Section 4.12 of this Declaration. After the date that the Board of Directors obtains the authority to appoint the members of the Architectural Control Committee, an applicant has the right to appeal an adverse decision of the Architectural Control Committee to the Board of Directors. The Board of Directors has the authority to adopt procedures for appeals of decisions of the Architectural Control Committee. In the event of an appeal, the decision of the Architectural Control Committee will remain in effect during the pendency of the appeal; the decision of the Board of Directors is conclusive and binding on all parties.

SECTION 4.6. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed Improvement on a Lot, the proposed Improvement must be prosecuted diligently and continuously and must be completed within the time frame approved by the Architectural Control Committee and in conformity with the description of the proposed Improvement in the Plans submitted to and approved by the Architectural Control Committee. No building materials may be placed upon a Lot until the Owner is ready to commence construction. Owners must keep the job site and all surrounding areas clean during the progress of construction. All construction trash, debris and rubbish on each Lot must be properly disposed of at least weekly. In no event may any used construction material be buried in a Lot or beneath a Residential Dwelling or other Improvement. No Owner may allow dirt, mud, gravel or other substances to collect or remain on any part of the Community Properties. No Improvement on a Lot is deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the Lot and all rooms in the Residential Dwelling, other than

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attics, have been finished. Removal of materials and debris must occur not later than thirty (30) days following completion of the exterior of the Residential Dwelling or other Improvement.

SECTION 4.7. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the Architectural Control Committee or by the Board of Directors will constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors. Specifically, the approval by the Architectural Control Committee of any Improvement on a Lot is not deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement on another Lot or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement on a Lot.

SECTION 4.8. POWER TO GRANT VARIANCES. Declarant, during the Declarant Control Period, and thereafter, the Architectural Control Committee, may authorize variances from compliance with any of the provisions of Article II of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of Improvements on a Lot, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and become effective when, during the Declarant Control Period, signed on behalf of Declarant, and thereafter, signed by at least a majority of the members of the Architectural Control Committee. If any such variance is granted, no violation of the provisions of this Declaration is deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance will not (a) operate to waive any of the provisions of this Declaration or the Architectural Guidelines for any purpose except as to the particular property and particular provision thereof covered by the variance, (b) affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, or (c) affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 4.9. COMPENSATION OF ARCHITECTURAL CONTROL COMMITTEE MEMBERS. The members of the Architectural Control Committee are entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve, but they will not otherwise be compensated by the Association. Provided that, if the duties of the Architectural Control Committee are assigned, in whole or in part, to an architect or other third party professional, the architect or other third party professional may be compensated for his/her services.

SECTION 4.10. ESTOPPEL CERTIFICATES. The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Control Committee, must furnish a certificate with respect to the approval or disapproval of any Improvement on a Lot or with respect to whether any Improvement on a Lot was constructed in compliance with the provisions of this Declaration and the Architectural Guidelines. Any person, without actual notice of any falsity or inaccuracy of such a certificate, is entitled to rely on such certificate with respect to all matters set forth therein.

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SECTION 4.11. NONLIABILITY FOR ARCHITECTURAL CONTROL COMMITTEE ACTION. None of the members of the Architectural Control Committee, the Association, any member of the Board of Directors, or Declarant are liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Architectural Control Committee will not inspect, guarantee or warrant the workmanship of the Improvement, including its design, construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the Improvement is suitable or fit for its intended purpose. Furthermore, none of the members of the Architectural Control Committee, any member of the Board of Directors, or Declarant will be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Control Committee, the Board of Directors, or otherwise. Finally, neither Declarant, the Association, the Board, the Architectural Control Committee, or their officers, agents, members, or employees will be liable for any incidental or consequential damages for failure to inspect any Improvement or portion thereof, or for failure to repair or maintain the same.

SECTION 4.12. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of any permitted Improvement on a Lot, and provided construction is proceeding with due diligence, the Architectural Control Committee may temporarily suspend the provisions of Article II contained in this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing may be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Subdivision.

SECTION 4.13. SUBSURFACE CONDITIONS. The approval of Plans by the Architectural Control Committee for a Residential Dwelling or other Improvement on a Lot is not to be construed in any respect as a representation or warranty by the Architectural Control Committee to the Owner submitting such Plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvement contemplated by such Plans. It is the sole responsibility of each Owner or the Builder to determine the suitability and adequacy of the surface and subsurface conditions of a Lot for the construction of any contemplated Improvement thereon.

SECTION 4.14. LANDSCAPING. No landscaping, grading, excavation or fill work of any nature should be implemented or installed by an Owner on a Lot unless and until landscaping plans therefore have been submitted to and approved by the Architectural Control Committee in accordance with the provisions of this Article IV.

Pursuant to Section 202.007 of the Texas Property Code, the following Guidelines are specifically applicable to drought-resistant landscaping or water-conserving natural turf on Lots in the Subdivision:

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- (a) **Architectural Control Committee Approval.** The installation of drought-resistant landscaping and water-conserving natural turf requires the prior written approval of the Architectural Control Committee.
- (b) **Criteria.** A proposed installation of drought-resistant landscaping and water-conserving natural turf will be reviewed by the Architectural Control Committee to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the Subdivision.

ARTICLE V
Management and Operation of Subdivision

SECTION 5.1. NON-PROFIT CORPORATION. The Association has been organized, and is governed by its Certificate of Formation and Bylaws. The Association has all duties, obligations, benefits, liens, and rights set forth in this Declaration.

SECTION 5.2. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision are administered by the Association. The Association has the right, power and obligation to provide for the management, administration, and operation of the Subdivision as herein provided for and as provided for in the Certificate of Formation, Bylaws, and Rules and Regulations. The business and affairs of the Association is managed by its Board of Directors. The Declarant will determine the number of Directors and appoint, dismiss and reappoint all of the members of the Board during the Declarant Control Period, other than Board members elected by Owners other than Declarant as provided in the Bylaws of the Association. The Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the management, administration and operation of the Subdivision. The Association, acting through the Board, is entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate, in the Board's sole discretion, to manage and operate the Subdivision in accordance with this Declaration, including without limitation, the right to enter into agreements relating to maintenance, trash pick-up, repair, administration, patrol services, traffic, operation of recreational facilities, or other matters affecting the Subdivision.

SECTION 5.3. MEMBERSHIP IN ASSOCIATION. Each Owner of a Lot, whether one or more persons or entities, will, upon and by virtue of becoming such Owner, automatically become and remain a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association will automatically cease. Membership in the Association is mandatory, is appurtenant to ownership of a Lot, automatically follows the ownership of each Lot, and is not to be separated from the ownership of a Lot.

SECTION 5.4. VOTING OF MEMBERS. Subject to any limitations set forth in this Declaration or the Bylaws, each Member other than Declarant is a Class A Member entitled to one (1) vote per Lot owned on each matter submitted to a vote of the Members. Declarant is a Class B Member having ten (10) votes for each Lot owned. No Member is entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Lot in the Subdivision to the Secretary of the Association. In the event that ownership interests in a Lot are

owned by more than one Class A Member of the Association, such Class A Members must exercise their right to vote in such manner as they may among themselves determine, but in no event may more than one (1) vote be cast for a Lot. Such Class A Members must appoint one of them as the Class A Member who is entitled to exercise the vote of that Lot at any meeting of the Association. Such designation must be made in writing to the Board of Directors and will be revocable at any time by actual written notice to the Board. The Board is entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Class A Member of the Association, and no single Class A Member is designated to vote on behalf of the Class A Members having an ownership interest in such Lot, then the Class A Member exercising the vote for the Lot is deemed to be designated to vote on behalf of the Class A Members having an ownership interest in the Lot. All Members of the Association may attend meetings of the Association and all Members may exercise their vote at such meetings either in person or proxy. Occupants of Lots who are not Members of the Association may attend meetings of the Association and serve on committees (except the Architectural Control Committee, after Class B membership in the Association ceases to exist). Fractional votes and split votes will not be permitted. The decision of the Board of Directors as to the number of votes which any Member is entitled to cast, based upon the number of Lots owned by him, is conclusive and binding on all parties. The holder of a future interest in a Lot is not an Owner with voting rights. Further, a person or entity that holds an interest merely as security for the performance of an obligation is not an Owner.

Class B membership in the Association will cease and be converted to Class A membership upon the termination of the Declarant Control Period, or on any earlier date selected by Declarant and evidenced by a written notice recorded in the Official Public Records of Real Property of Harris County, Texas.

SECTION 5.5. BYLAWS. The Association will adopt Bylaws to govern the Association. The Bylaws may not conflict with the provisions of this Declaration or applicable law.

SECTION 5.6. PROFESSIONAL MANAGEMENT. The Board has the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

SECTION 5.7. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith will not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

SECTION 5.8. STANDARD OF CONDUCT. The Board of Directors, the officers of the Association, and the Association has the duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Declaration, Certificate of Formation, Bylaws, Architectural Guidelines, and the laws of the State of Texas, must be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing is not a breach

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of duty on the part of the Director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court may not substitute its judgment for that of the Director, officer or committee member. A court may not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

SECTION 5.9. IMPLIED RIGHTS; BOARD AUTHORITY. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration or its Certificate of Formation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Declaration, the Certificate of Formation, the Bylaws or applicable law specifically requires a vote of the membership.

The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration or mediation in matters pertaining to (a) Community Properties or other areas in which the Association has or assumes responsibility pursuant to the provisions of this Declaration, (b) enforcement of this Declaration or any Rules and Regulations or the Architectural Guidelines or (c) any other civil claim or action. However, no provision in this Declaration or the Certificate of Formation or Bylaws is construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

ARTICLE VI

Maintenance Expense Charge and Maintenance Fund

SECTION 6.1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. Each Lot in the Subdivision is hereby subjected to an Annual Maintenance Charge (as defined below) and other assessments and charges set forth below, and each Owner of a Lot by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an Annual Maintenance Charge, (2) Special Assessments, (3) Capitalization Fee, and (4) such other assessments and charges to be established and collected as set forth in this Declaration (collectively, "**Assessment(s)**"). The Assessments and other charges set forth in this Declaration, together with late fees, interest costs, court costs and reasonable attorney's fees, are a charge on the Lot and are a continuing lien upon the Lot against which each such Assessment is made. The Assessments, together with late charges, interest, costs, and reasonable attorney's fees, are the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such Assessments accrued, but no Owner is personally liable for the payment of any Assessments made or becoming due and payable after his ownership ceases. No Owner is exempt or excused from paying any such Assessments by waiver of the use or enjoyment of the Community Properties, or any part thereof, or by abandonment of the Owner's Lot or interest therein.

The purchaser of a Lot is required to contact the Association and/or the Association's property manager, at the address set forth in the Association's recorded management certificate, before the sale of a Lot is closed to: (1) provide notice of a change of ownership information; (2)

arrange for payment of the Administrative Fee as defined in Section 6.11 herein; and (3) determine the status of the Assessment account of the Lot being purchased. Nothing relieves the purchaser of a Lot from liability for the payment of Administrative Fees and any past due Assessments, late charges, interest costs, court costs, or attorney's fees owed on the Assessment account of the Lot on the date title is acquired from the prior Owner.

SECTION 6.2. SUBORDINATION OF THE ASSOCIATION'S LIEN. The Association does hereby agree and declare that the lien for the Assessment provided for herein, as it applies to a Lot, is second, subordinate and inferior to all liens granted or created at the request of the Owner of a Lot to secure payment of monies advanced or to be advanced to purchase the Lot.

SECTION 6.3. PURPOSE OF ASSESSMENT. The Assessments levied by the Association must be deposited in the Maintenance Fund and used for the benefit of the Subdivision. The funds of the Association must be expended for costs and maintenance in areas which include, but are not limited to the following: street lighting, landscaping and maintenance of the Community Properties; caring for vacant Lots; insurance; payment of legal and all other expenses incurred in connection with the collection and accounting of the annual assessment levied by the Association; payment of legal and all other expenses incurred in the enforcement of all covenants and restrictions for the Subdivision; contracting for property management, independent auditor, and other services, and doing any other thing necessary or desirable which, in the opinion of the Board of Directors of Association serves to keep the Subdivision neat and in good order, or which the Board of Directors considers of general benefit to the owners or occupants of the Subdivision.

The judgment of the Board of Directors of the Association in the expenditure of said funds is final and conclusive so long as such judgment is exercised in good faith.

The Board of Directors of the Association is authorized to borrow money, without personal liability on the part of the members of the Board of Directors, giving as collateral, funds then or in the future paid into the Maintenance Fund.

SECTION 6.4. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. A maintenance charge is payable to the Association annually in advance of January 1 of each year (the "**Annual Maintenance Charge**"). The Annual Maintenance Charge in effect on the date of execution of this Declaration is \$1,200.00 per Lot. The Board of Directors of the Association, may, without a vote of the Members, increase the Annual Maintenance Charge at any regular meeting of the Board by an amount no more than fifteen percent (15%) above the maximum Annual Maintenance Charge for the previous year. The Annual Maintenance Charge may be increased more than fifteen percent (15%) above the maximum Annual Maintenance Charge for the previous year if approved by a vote of Members representing more than fifty percent (50%) of all the Lots within the Subdivision, voting in person or by proxy, at an annual or special meeting duly called for that purpose. In lieu of notice and a meeting of Members as provided in the Bylaws of the Association, a door-to-door canvas may be used to secure written approval of Members representing more than fifty percent (50%) of all the Lots within the Subdivision. This increase becomes effective on the date

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specified in the document evidencing such approval only after such document has been filed of record in the Official Public Records of Real Property of Harris County, Texas.

SECTION 6.5. UNIFORM RATE. The rate of each Annual Maintenance Charge must be uniform as to each Lot.

SECTION 6.6. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL MAINTENANCE CHARGE. The Annual Maintenance Charge commences on each Lot on the date of closing of such Lot. An Owner's initial Annual Maintenance Charge must be made for the balance of the calendar year as determined on a pro-rata basis beginning on the closing date and is due and payable on the closing date. The Annual Maintenance Charge for any year after the first year is due and payable in advance on the first day of January. Any Owner who purchases a Lot or Lots after the first day of January in any year is personally responsible for a pro-rated Annual Maintenance Charge amount for the remainder of that year due upon purchase of such Lot.

At least thirty (30) days prior to the end of a calendar year, the Board of Directors must fix the Annual Maintenance Charge to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors has set for the Annual Maintenance Charge must be delivered to every Owner. Provided that, the failure to timely fix the amount of the Annual Maintenance Charge or to send written notice thereof to all Owners does not affect the authority of the Association to levy the Annual Maintenance Charge or to increase the Annual Maintenance Charge.

SECTION 6.7. SPECIAL ASSESSMENTS. If the Board at any time, or from time to time, determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for the continued operation of the Subdivision or any other purposes contemplated by the provisions of this Declaration, then the Board has the authority to levy such special assessments ("**Special Assessments**") as it deems necessary to provide for such continued maintenance and operation. No Special Assessment is effective until the same is approved in writing by Members representing at least fifty percent (50%) of all the Lots within the Subdivision, or by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at meeting of the Members called for that purpose at which a quorum is present. Any such Special Assessment is payable in the manner determined by the Board and the payment thereof may be enforced in the manner herein specified for the payment of the Annual Maintenance Charges. The amount of any Special Assessment levied against Lots must be uniform.

SECTION 6.8. CAPITALIZATION FEE. Each Owner, upon acquisition of title to a Lot, is obligated to pay a fee to the Association in an amount equal to fifty percent (50%) of the Annual Maintenance Charge then in effect for the purpose of capitalizing the Association (the "**Capitalization Fee**"). The Capitalization Fee is in addition to, not in lieu of, the Annual Maintenance Charge and is not considered an advance payment of the Annual Maintenance Charge. The Capitalization Fee is initially to be used by the Association to defray its initial operating costs and other expenses and later to ensure the Association has adequate funds to meet its expenses and otherwise, including contributions to the Association's reserve account. The Board of Directors has the authority to determine the extent to which Capitalization Fees

are used for operational expenses and for reserves, and its reasonable good faith determination is conclusive and binding on all parties.

SECTION 6.9. EFFECT OF NONPAYMENT OF ASSESSMENTS. The outstanding balance of any Assessments not paid within thirty (30) days of the due date will, without notice, bear interest from the original due date, at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, and such interest charge will be added to the assessment account of an Owner whose account is not fully paid on the first day of each month.

The Association may bring an action at law against the Owner personally obligated to pay the Assessment, late charges and interest, or foreclose the lien against the Lot by judicial foreclosure at any time after the Owner has failed to pay the Assessment and all accumulated costs, late charges and interest in full. No Owner may waive or otherwise avoid liability for the Assessments, late charges, costs or interest provided herein by non-use of the facilities or services provided by the Association or by the abandonment of his Lot.

SECTION 6.10. PAYMENT OF ASSESSMENTS BY DECLARANT AND BUILDERS. Lots owned by Declarant are exempt from Annual Maintenance Charge and Special Assessments levied by the Association during the Declarant Control Period. Provided that, during the Declarant Control Period, Declarant will pay any deficiency in the operating budget, less sums deposited in any reserve account established by the Association or otherwise set aside for reserves. A Builder must pay an amount equal to one-half (1/2) the applicable Annual Maintenance Charge on each Lot owned by the Builder. A Builder must also pay an amount equal to one-half (1/2) of the applicable Special Assessment for every Lot owned by the Builder.

SECTION 6.11. ADMINISTRATIVE FEES AND RESALE CERTIFICATES. The Board of Directors of the Association may establish and charge from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lot in the Subdivision and changing the ownership records of the Association ("**Administrative Fee**"); provided that, no Administrative Fee will be due and payable upon the conveyance of a Lot by Declarant to a Builder. An Administrative Fee must be paid to the Association or the managing agent of the Association, if agreed upon by the Association, upon each transfer of title to a Lot. The Administrative Fee must be paid by the purchaser of the Lot, unless otherwise agreed by the seller and purchaser of the Lot. The Association has the authority to establish and charge from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a Lot. The fee for a Resale Certificate must be paid to the Association or the managing agent of the Association, if agreed to by the Association. The fee for a Resale Certificate is in addition to, not in lieu of, the Administrative Fee.

SECTION 6.12. NOTICE OF SUMS OWING. Upon the written request of an Owner, the Association must provide to such Owner a written statement setting out the then current total of all Assessments, if any, owing by such Owner with respect to his Lot. In addition to such Owner, the written statement from the Association so advising the Owner may also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may

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be identified by said Owner to the Association in the written request for such information. The Association is entitled to charge the Owner a reasonable fee for such statement.

ARTICLE VII
Indemnity; Security; Insurance

SECTION 7.1. INDEMNITY OF ASSOCIATION. Each Owner is responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of his family, tenants, guests, invitees, agents, employees, or any resident or occupant of his Residential Dwelling, and by acceptance of a deed to a Lot does hereby indemnify the Association, its officers, directors and agents, and all other Owners against any such costs.

SECTION 7.2. SECURITY. NEITHER THE ASSOCIATION, NOR ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND ATTORNEYS, NOR THE DECLARANT, NOR ANY SUCCESSOR OF DECLARANT (COLLECTIVELY "ASSOCIATION AND RELATED PARTIES") WILL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE SUBDIVISION. THE ASSOCIATION AND RELATED PARTIES ARE NOT LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL OWNERS AND OCCUPANTS OF A LOT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF A LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF A RESIDENTIAL DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO RESIDENTIAL DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF RESIDENTIAL DWELLINGS AND IMPROVEMENTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

SECTION 7.3. ASSOCIATION INSURANCE. The Board has the authority to determine whether or not to obtain insurance for the Association and, if insurance is obtained, the types and amounts thereof. In the event that insurance is obtained, the premiums for such insurance will be an expense of the Association to be paid out of the Maintenance Fund. Provided that, the Association must at all times maintain comprehensive general liability insurance insuring the Association, its respective directors, officers, managers, employees,

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agents and attorneys. The Association must also, at all times, maintain and directors' and officers' liability insurance.

SECTION 7.4. INDIVIDUAL INSURANCE. At his or her own expense, each Owner, tenant or other person occupying a Residential Dwelling is responsible for insuring the Lot and Residential Dwelling, its contents and furnishings with an insurance policy that provides for one hundred percent (100%) replacement cost value in the event of a casualty loss. Each Owner, tenant or other person occupying a Residential Dwelling is, at his or her own cost and expense, responsible for insuring against the liability of such Owner, tenant or occupant. Each Owner must provide to the Association, on an annual basis on a date determined by the Board of Directors, a certificate of insurance property executed by a duly authorized insurance company representative evidencing the existence of property insurance on the Owner's Residential Dwelling. Should an Owner fail to submit an adequate certificate of insurance after notice and an opportunity to cure, the Association has the right but not the obligation to purchase the requisite insurance coverage and submit an invoice to the Owner for payment of such costs. Should the Owner fail to reimburse the Association for said costs within thirty (30) days of the invoice, the Association may charge the invoiced amount to the Owner's account and the amount due will be secured by the Association's lien in the same manner as the Assessments as provided in Article VI.

ARTICLE VIII
Fire or Casualty: Rebuilding

SECTION 8.1. REBUILDING. In the event of a fire or other casualty causing damage or destruction to the Residential Dwelling or other Improvement on a Lot, the Owner of such damaged or destroyed Residential Dwelling or Improvement must, within ninety (90) days after such fire or casualty, contract to repair or reconstruct the damaged portion of the Residential Dwelling or Improvement and must cause the Residential Dwelling or Improvement to be fully repaired or reconstructed in accordance with the original Plans therefor, or in accordance with new Plans presented to and approved by the Architectural Control Committee, and must promptly commence repairing or reconstructing such Residential Dwelling or Improvement, to the end that the Residential Dwelling or Improvement does not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling or Improvement must be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction. In the event that the repair and reconstruction of the Residential Dwelling or Improvement has not been commenced within ninety (90) days after such fire or casualty and the damaged or destroyed Residential Dwelling or Improvement has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association, will upon ten (10) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, have the authority but not the obligation to enter upon the Lot, raze the Residential Dwelling or Improvement and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling or Improvement and to restore the Lot to its original condition, plus fifty percent (50%) of such costs for overhead and supervision, will be charged to the Owner's Assessment account, secured by the lien created in Article VI of this Declaration and collected in the manner provided in Article VI of this Declaration. Interest

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thereon at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

ARTICLE IX
Amendment, Duration, Annexation and Merger

SECTION 9.1. AMENDMENT. During the Declarant Control Period, Declarant has the authority to amend this Declaration, without the joinder or consent of any other party, for any purpose so long as an amendment does not materially and adversely affect any substantive rights of the Lot Owners. After the expiration of the Declarant Control Period, Declarant has the right to amend this Declaration, without the joinder or consent of any other party, for the purpose of clarifying or resolving any ambiguities or conflicts herein, correcting any inadvertent misstatements, errors, or omissions, or modifying a provision to comply with a change in applicable law; provided, however, any such amendment must be consistent with and in furtherance of the general plan and scheme of development for the Subdivision. In addition, the provisions of this Declaration may be amended at any time by an instrument in writing signed by the President and Secretary of the Association certifying that Owners representing not less than sixty-seven percent (67%) of the votes in the Association have approved an amendment which such amendment and the affirmation of the President and Secretary of the Association must be duly recorded in the Official Public Records of Real Property of Harris County, Texas; provided that, during the Declarant Control Period, an amendment of this Declaration must also be approved in writing by Declarant. Provided further that, without the joinder of Declarant, no amendment may diminish the rights or increase the liability of Declarant under this Declaration. In the event that there are multiple Owners of a Lot, the written approval of an amendment to this Declaration may be reflected by the signature or vote of a single co-Owner. Any legal challenge to the validity of an amendment to this Declaration must be initiated by filing a suit not later than one (1) year after the date the amendment document is recorded in the Official Public Records of Real Property of Harris County, Texas.

SECTION 9.2. DURATION. The provisions of this Declaration will remain in full force and effect until January 1, 2037, and are extended automatically for successive ten (10) year periods; provided however, that the provisions of this Declaration may be terminated on January 1, 2037, or on the commencement of any successive ten (10) year period by filing for record in the Official Public Records of Real Property of Harris County, Texas, an instrument in writing signed by Owners representing not less than ninety percent (90%) of the Lots in the Subdivision.

SECTION 9.3. MERGER. 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 must administer the covenants and restrictions applicable to the properties of the merging or consolidating associations as one (1) scheme. No such merger or consolidation will effect any revocation, change or addition to the provisions of this Declaration.

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SECTION 9.4. ANNEXATION. Additional land may be annexed and subjected to the provisions of this Declaration by Declarant, without the consent of the Members, within twenty (20) years of the date that this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas. Further, additional land may be annexed and subjected to the provisions of this Declaration with the consent of not less than two-thirds (2/3) of the Members of the Association present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. Provided that, during the Declarant Control Period, the annexation of additional land will also require the written consent of Declarant. The annexation of additional land will be effective upon filing of record an annexation instrument in the Official Public Records of Real Property of Harris County, Texas.

SECTION 9.5. DEANNEXATION OF LAND. During the Declarant Control Period, land made subject to this Declaration may be deannexed by an instrument signed by Declarant and the Owner(s) of the land to be deannexed and recorded in the Official Public Records of Real Property of Harris County, Texas. Thereafter, land made subject to this Declaration may be deannexed by an instrument signed by Owners representing not less than two-thirds (2/3) of the Lots and filed of record in the Official Public Records of Real Property of Harris County, Texas.

ARTICLE X
Miscellaneous

SECTION 10.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of this Declaration will remain in full force and effect.

SECTION 10.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, include natural persons and corporations, entities and associations of every kind and character, and the singular includes the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 10.3. ARTICLES AND SECTIONS. Article and section headings in this Declaration are for convenience of reference and do not affect the construction or interpretation of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 10.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof will impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 10.5. LIMITATION OF LIABILITY. Notwithstanding anything provided herein to the contrary, neither the Architectural Control Committee, the Association, nor any agent, employee, representative, member, shareholder, partner, officer or director thereof, will have any liability of any nature whatsoever for any damage, loss or prejudice

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suffered, claimed, paid or incurred by an Owner on account of (a) any defects in any plans and specifications submitted, reviewed, or approved in accordance with the provisions of Article IV above, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by an Owner for approval pursuant to the provisions of Article IV, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to an Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or occupant, or other damage to a Residential Dwelling, Improvements or the personal property of an Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or occupant, which may be caused by, or arise as result of, any defect, structural or otherwise, in a Residential Dwelling or Improvements or the plans and specifications thereof or any past, present or future soil and/or subsurface conditions, known or unknown and (f) any other loss, claim, damage, liability or expense, including court costs and attorney's fees suffered, paid or incurred by an Owner arising out of or in connection with the use and occupancy of a Lot, Residential Dwelling, or any other Improvements situated thereon.

SECTION 10.6. ENFORCEABILITY. The provisions of this Declaration run with the Subdivision and are binding upon and inure to the benefit of and be enforceable by the Association, each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. Provided that, only the Association has the authority to enforce the provisions in Article VI of this Declaration relating to the payment of Assessments. If notice and an opportunity to be heard are given, the Association is entitled to impose reasonable fines for violations of the provisions of this Declaration or any Rules and Regulations or Architectural Guidelines adopted by the Association or the Architectural Control Committee pursuant to any authority conferred by any of them by the provisions of this Declaration and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions of this Declaration. Such fines, fees and costs may be added to the Owner's Assessment account and collected in the manner provided in Article VI of this Declaration.

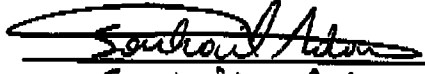
SECTION 10.7. REMEDIES. In the event any one or more persons, firms, corporations or other entities violate or attempt to violate any of the provisions of this Declaration, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

SECTION 10.8. INTERPRETATION. This Declaration must be liberally construed to effect its purposes and intent.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration on this the 18th day of October, 2017, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

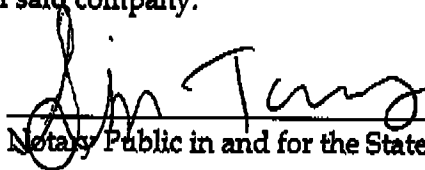
DECLARANT:

Elite Townhomes, LLC
a Texas limited liability company

By: 
Name: Souhail Adam
Title: Member

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 18th day of October, 2017 personally appeared Souhail Adam, Member of Elite Townhomes, L.L.C., a Texas limited liability company, on behalf of said company.


Notary Public in and for the State of Texas



RP-2017-459007

LIENHOLDER CONSENT AND SUBORDINATION

Prosperity Bank, a national banking association, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Subdivision hereby consents to the provisions of this Declaration of Covenants, Conditions and Restrictions for Elite Townhomes (the "Declaration") to which this Lienholder Consent and Subordination is attached and subordinates its lien(s) and security instruments securing said indebtedness to the provisions of the Declaration. Prosperity Bank acknowledges and agrees that the foreclosure of its lien(s) and security interests will not extinguish this Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on October 18th, 2017.

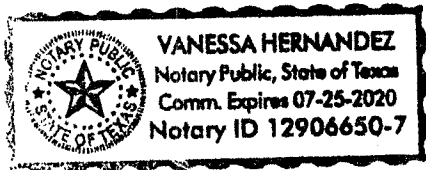
Prosperity Bank

By: [Signature]
Name: Sarah Harrison
Title: VICE PRESIDENT

STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me on the 18 day of October 2017, by Sarah A. Harrison, the Vice President of Prosperity Bank, on behalf of said entity.



[Signature]
Notary Public in and for the State of Texas

RP-2017-459007

RP-2017-459007
Pages 55
10/19/2017 08:21 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$228.00

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

RP-2017-459007

NOTICE OF DEDICATORY INSTRUMENTS
for
ELITE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Authorized Representative of Elite Townhomes Homeowners Association, Inc. ("**Association**"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - a. Elite Townhomes LLC, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 674029 of the Map Records of Harris County, Texas, and all amendments to or replats of said maps or plats, if any.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
 - a. Documents:
 - (1) Declaration of Covenants, Conditions and Restrictions for Elite Townhomes.

 - b. Recording Information:
 - (1) Harris County Clerk's File No. 2017-459007.

3. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association:
 - a. Certificate of Formation for Elite Townhomes Homeowners Association, Inc.
 - b. Bylaws of Elite Townhomes Homeowners Association, Inc.
 - c. Payment Plan Policy for Elite Townhomes Homeowners Association, Inc.
 - d. Open Records Policy for Elite Townhomes Homeowners Association, Inc.
 - e. Records Retention Policy for Elite Townhomes Homeowners Association, Inc.

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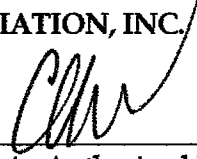
True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 27th day of November, 2017.

**ELITE TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.**


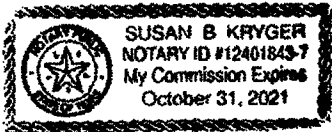
By:



Cliff Davis, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 27th day of November, 2017 personally appeared Cliff Davis, Authorized Representative of Elite Townhomes Homeowners Association, Inc., 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 purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas

RP-2017-525452

FILED
In the Office of the
Secretary of State of Texas
OCT 25 2017
Corporations Section

CERTIFICATE OF FORMATION
for
ELITE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
(a Texas Nonprofit Corporation)

I, the undersigned natural person of the age of eighteen (18) years or more, acting as organizer of a corporation under the Texas Business Organizations Code, do hereby adopt the following Certificate of Formation for such corporation.

ARTICLE ONE
NAME

The name of the corporation is ELITE TOWNHOMES HOMEOWNERS ASSOCIATION, INC., hereafter referred to as "Association".

ARTICLE TWO
NON-PROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE THREE
PURPOSES

The purposes for which the Association is organized are as follows:

(1) The specific and primary purpose for which this Association is organized is to govern the affairs of any residential subdivision over which the Association obtains jurisdiction. At the time of filing this Certificate of Formation, it is anticipated that the Association will obtain jurisdiction over the following residential subdivision in Harris County, Texas: Elite Townhomes. The residential subdivision over which the Association may obtain jurisdiction at any time subsequent to the filing of this Certificate of Formation is referred to herein as the "Property". IT WILL NOT BE ONE OF THE PURPOSES OF THE ASSOCIATION TO PROVIDE SECURITY TO THE RESIDENTS OF THE PROPERTY OR THEIR GUESTS AND INVITEES. NEITHER THE ASSOCIATION, NOR ITS OFFICERS, DIRECTORS OR AGENTS WILL EVER IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY NOR WILL THEY BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ALLEGED FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

(2) The general powers of the Association are to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the restrictive covenants applicable to the Property as the same may be amended or supplemented from time to time as therein provided;

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(b) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the restrictive covenants; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the common area, if any, to any public agency, authority, or utility;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area; and

(g) have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Business Organizations Code or any successor statute by law may now or hereafter have or exercise.

(3) Notwithstanding any of the foregoing statements of purposes and powers, the Association will not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this Association as set forth in paragraph (1) of this Article Three, and nothing contained in the foregoing statement of purposes will be construed to authorize this Association to carry on any activity for the profit of its members, or to distribute any gains, profits, or dividends to its members as such.

ARTICLE FOUR **MEMBERSHIP**

Initially, the Association will have no members. Provided that, if and when the Association obtains jurisdiction over a residential subdivision (the "Property", as provided above), each owner, whether one person or more, of a lot in the Property will, upon and by virtue of becoming such owner, automatically become and will remain a member of the Association until ownership of the lot ceases for any reason, at which time the membership in the Association will also automatically cease. Membership in the Association will be appurtenant to and will automatically follow the ownership of each lot in the Property and may not be separated from such ownership.

**ARTICLE FIVE
VOTING RIGHTS**

When the Association has members, there will be two (2) classes of voting membership:

- **Class A.** Class A members will be all owners of lots within the Property, with the exception of Declarant, and will be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a lot, all such persons will be members. The vote for such lot will be exercised as they determine, but in no event will more than one (1) vote be cast with respect to a lot.
- **Class B.** The Class B member(s) will be Declarant, or its successors or assigns so designated in writing by the Declarant, and will be entitled to ten (10) votes for each lot owned. The Class B membership will cease and be converted to Class A membership as provided in the restrictive covenants applicable to the Property.

**ARTICLE SIX
INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the Association is 10522 Brighton Lane, Houston, Texas 77031 and the name of its initial registered agent at such address is Souhail Adam.

**ARTICLE SEVEN
MANAGEMENT**

The affairs of the Association will be managed by its Board of Directors, which will initially consist of three (3) Directors. The number of Directors may be increased or decreased as provided in the Bylaws of the Association, provided there will never be less than three (3) Directors. The names and addresses of the persons who are to act in the capacity of Directors until the election of their successors are:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Souhail Adam	10522 Brighton Lane Houston, Texas 77031
2.	Olgo Y. Goronok	10522 Brighton Lane Houston, Texas 77031
3.	Ismail N. Elchurafa	10522 Brighton Lane Houston, Texas 77031

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ARTICLE EIGHT
ORGANIZER

The name and street address of the organizer is:

NAME

Jane W. Janeczek

ADDRESS

2800 Post Oak Blvd., Suite 5777
Houston, Texas 77056

ARTICLE NINE
DISSOLUTION

Until such time that the Association has members, the Association may be dissolved upon the affirmative vote of a majority of the Directors. After the Association has members, the Association may be dissolved by the vote of the members representing not less than two-thirds (2/3rds) of the votes in the Association, which vote will be taken at a meeting of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets will be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE TEN
AMENDMENTS

Until such time that the Association has members, amendment of this Certificate of Formation will require the affirmative vote of a majority of the Directors. After the Association has members, amendment of this Certificate of Formation will require the assent of members representing two thirds (2/3rds) of the votes cast at a meeting of the members called for such purpose at which a quorum is present.

ARTICLE ELEVEN
INDEMNIFICATION

The Association will indemnify each Director or former Director, officer or former officer of the Association to the fullest extent allowed by the Texas Business Organizations Code.

ARTICLE TWELVE
WRITTEN CONSENT

Provided the provisions of Section 22.220 of the Texas Business Organizations Code are fully complied with, and subject to the provisions of the Bylaws of the Association, any action required by the Texas Business Organizations Code to be taken at a meeting of members, Directors, or any committee of the Association, or any action that may be taken at a meeting of members, Directors, or any committee of the Association, may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by a sufficient number of members,

Directors, or committee members as would be necessary to take that action at a meeting at which all of the members, Directors, or members of the committee were present and voted.

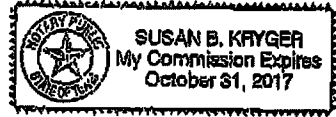
IN WITNESS WHEREOF, we have hereunto set our hand, on this 18th day of October, 2017.

By: *Jane W. Janecek*
Jane W. Janecek

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was executed before me on this 18th day of October, 2017 by Jane W. Janecek for the purposes and consideration expressed therein.

Susan B. Kryger
Notary Public in and for the State of Texas



RP-2017-525452

CONSENT TO USE SIMILAR CORPORATE NAME

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, "Elite Townhomes Homeowners Association, Inc." desires to incorporate in the State of Texas;

WHEREAS, currently there exists a Texas corporation authorized to transact business in Texas with a similar name of "Elite Townhomes LLC";

WHEREAS, the Secretary of the State of Texas requires the consent of the existing "Elite Townhomes LLC" to use the name "Elite Townhomes Homeowners Association, Inc.", prior to using said corporate name; and

WHEREAS, "Elite Townhomes LLC" consents to the use of the name "Elite Townhomes Homeowners Association, Inc."

NOW, THEREFORE, the Managing Member of "Elite Townhomes LLC", on its behalf, hereby consents to the use of the corporate name "Elite Townhomes Homeowners Association, Inc."

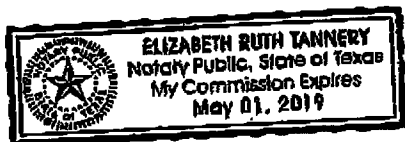
EXECUTED on this 25th day of October, 2017.

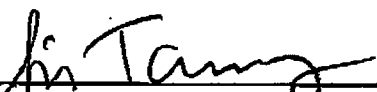
Elite Townhomes LLC,
a Texas limited liability company

By: 
Souhail Adam, Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 25 day of October, 2017 personally appeared Souhail Adam, Managing Member of Elite Townhomes LLC, a Texas limited liability company, 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 purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

RP-2017-525452

**BYLAWS
OF
ELITE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

Article I

Name, Membership, and Definitions

Section 1. Name. The name of the Association is Elite Townhomes Homeowners Association, Inc. (hereinafter referred to as the “**Association**”).

Section 2. Membership. The Association shall have two (2) classes of membership, Class “A” and Class “B”, as more fully set forth in that recorded instrument titled “Declaration of Covenants, Conditions and Restrictions for Elite Townhomes” (said instrument, as amended and supplemented, hereinafter referred to as the “**Declaration**”), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions/Gender. All other capitalized terms used in these Bylaws shall have the same meanings as that set forth in the Declaration, unless otherwise provided. Pronouns, wherever used in these Bylaws, shall include all persons regardless of gender.

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors either in the community of Elite Townhomes or as convenient to the Members as possible and practical.

Section 2. Annual Meetings. The annual meeting of the Association shall be held in the month of April or May of each year, on a date and at a time designated by the Board of Directors.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least twenty percent (20%) of the total votes (i.e., Class “A” and Class “B” combined) of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to send to the Owner of each Lot written notice of each annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice may be delivered personally, by mail, by facsimile, and to the extent expressly authorized by statute, by electronic message. If a Member desires that notice be given at an address other than the Lot, the Member shall provide the alternative address for the purpose of receiving notice in writing to the Secretary. Notice by facsimile must be sent to the facsimile number provided to the Association in writing by that Member. For an election or vote to be taken at a meeting of the Members, notice shall be served not less than ten (10) nor more than sixty (60) days before the meeting. If mailed, the notice

of a meeting shall be deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If faxed, the notice shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If sent by electronic message, the notice shall be deemed to be delivered as provided by applicable statute. The Board of Directors may use any other means to deliver a notice of a meeting that may become available with advancements in technology, provided that notice by such means is authorized by statute.

Section 5. Waiver of Notice. Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at the adjourned meeting, further notice of the time and place for reconvening the meeting is not required to be given to the Members. If a time and place for reconvening the meeting is not fixed by those in attendance at such an adjourned meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed herein for a first called meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice provided that (a) at least five percent (5%) of the total votes of the Members as of the date of the meeting is present in person and/or by proxy; and, (ii) any action taken shall be approved by at least a majority of all of the Members present, in person and/or by proxy, at such reconvened meeting, unless otherwise provided in these Bylaws or in the Declaration.

Section 7. Voting. The voting rights of the Members shall be as set forth in the Declaration; provided that, all Members shall have the right to vote in the election of Directors and on any matter concerning the rights or responsibilities of Members. Members may vote in person, by proxy, by absentee ballot, or by electronic ballot.

Section 8. Proxies. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon (i) conveyance by the Member of the Member's interest in a Lot; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the date of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date shall be valid. Proxies not delivered prior to the start of any meeting shall not be valid.

Section 9. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of more than ten percent (10%) of the total votes of the Members as of the time of the meeting shall constitute a quorum at all meetings of the Association.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary, or another person designated by the Secretary, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 11. Action Without a Meeting. To the extent allowed by applicable law, any action which may be taken or is required to be taken at a meeting of the Association may be taken without a meeting if written consent is signed by Members holding the number of votes necessary to approve the action at a meeting. The written consent must (a) set forth the action to be taken and (b) be executed by the required number of Members as of the effective date set forth in the written consent. Any written consent adopted in accordance with this section shall have the same force and effect as a unanimous vote of the Members.

Article III

Board of Directors: Number, Powers, Meetings

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article III, each Director shall be a Member. With the exception of Declarant, not more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time. A Member is not eligible to serve on the Board of Directors if the Member has been convicted of a felony or crime involving moral turpitude within the last twenty (20) years and there is written, documented evidence of such a conviction from a database or other record maintained by a governmental law enforcement authority.

Section 2. Directors During Declarant Control Period. Except as provided in Section 5 of this Article III, the Directors shall be selected by the Declarant, acting in its sole discretion, and shall serve at the pleasure of the Declarant during the Declarant Control Period, unless the Declarant shall earlier surrender its right to select Directors. The Directors selected by the Declarant need not be Owners or residents in Elite Townhomes. Following the termination of the Declarant Control Period or the earlier surrender of Declarant's right to select Directors, all Directors must be Members of the Association.

Section 3. Number of Directors. The Board of Directors shall initially be comprised of three (3) persons. After the expiration of the Declarant Control Period, the number of positions on the Board of Directors may be increased or decreased by a majority vote of the Members at a meeting called for that purpose at which a quorum is present. Provided that, the number of positions on the Board of Directors shall not be less than three (3). Provided further that, a decrease in the number of positions on the Board shall not shorten the term of an incumbent Director.

Section 4. Candidates for Election to the Board. With respect to any position on the Board of Directors to be filled by a vote of the Members, all Members have the right to run for such position on the Board of Directors. Each year, at least sixty (60) days prior to the date of the annual

meeting of the Members, the Association shall send notice to all Members of the number of positions on the Board to be filled by election at the upcoming annual meeting and the right of all Members to run for a position on the Board. The notice shall specify a date by which a Member must submit his/her name as a candidate for election to the Board, together with biographical information; the date for a Member to submit his/her name as a candidate may not be earlier than the tenth (10th) day after the date the Association sends the notice. The notice may be mailed to each Member or provided by (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members in a place located on the Association's Common Properties or (b) on an Internet website maintained by the Association, and by sending notice by e-mail to each Member who has registered an e-mail address with the Association. The Association must be notified by the Member who desires to run for a position on the Board, not by another Member, to confirm the Member's desire to run for election and to serve on the Board. All Members who notify the Association by the stipulated deadline shall be candidates whose names and biographical information shall be included in the notice of annual meeting sent to all Members and on the absentee or other ballot. A Member who does not submit his/her name by the deadline set forth in the Association's notice may thereafter notify the Association of his/her desire to run for election to the Board and, in that event, the Member shall be a candidate for election to the Board. However, the Association shall not be obligated to send a supplemental notice to all Members advising of the names and biographical information of any candidates who submit their names and biographical information after the deadline in the Association's notice. Provided that, if any notice is thereafter sent or published by the Association which includes a list of candidates for election to the Board, the list shall include the names of all candidates. Nominations for election to the Board shall not be made by a nominating or other committee of the Association. A Member may notify the Association of the Member's desire to run for election to the Board of Directors at any time prior to the date that voting in the election ceases. Nomination for election to the Board shall not be permitted from the floor at the annual meeting.

Section 5. Election and Term of Office. Notwithstanding any other provision contained herein:

- (a) (i) Not later than one-hundred twenty (120) days after at least seventy-five percent (75%) of all Lots in Elite Townhomes that may be created, as provided in the Declaration, have been sold to persons other than Declarant, or a Builder in the business of constructing homes who purchased Lots from the Declarant for the purpose of selling completed Residential Dwellings constructed on the Lots, the Members other than Declarant shall elect one (1) person to serve on the Board of Directors; the other two (2) positions on the Board shall be filled by appointments by Declarant.
- (ii) Upon the expiration of the Declarant Control Period, the Board of Directors shall be elected by the Class "A" Members. One (1) Director shall be elected for a term of one (1) year, one (1) Director shall be elected for a term of two (2) years, and one (1) Director shall be elected for a term of three (3) years. Thereafter, at each annual meeting, the Members shall elect the number of Directors necessary to fill the position on the Board that expire as of such annual meeting, each to serve a term of three (3) years. If the number of positions on the Board of Directors is increased, the terms of the additional positions shall be staggered in a consistent manner.

- (b) With respect to all positions on the Board of Directors to be filled by the vote of the Members other than Declarant, the candidates receiving the highest number of votes shall be elected to fill such positions, regardless of the number of votes cast.

Section 6. Removal of Directors. Any Director elected by the Class "A" Members or appointed to serve on the Board (except a person appointed by Declarant) may be removed from the Board, with cause, by the affirmative vote of a majority of the total number of votes of the Class "A" Members at a special meeting called for that purpose or at an annual meeting. "Cause", as it relates to a basis for the removal of a Director, means a failure to comply with a material provision in the Certificate of Formation or Bylaws of the Association or the Declaration after notice and a demand for compliance from the Association; the determination of non-compliance with a material provision in the Certificate of Formation or Bylaws of the Association or the Declaration and the decision to send a notice and demand for compliance must be approved by not less than a majority of the remaining Directors. In the event of the removal of a Director, a successor for the removed Director shall be elected by a majority vote of the Class "A" Members voting at the meeting at which the Director was removed. A Director whose removal is proposed shall be given at least ten (10) days written notice of the call of the meeting and the purpose of the meeting; the Director whose removal is proposed shall be given the opportunity to be heard at the meeting. Provided that, if the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board and shall, therefore, be immediately removed. Any Director may be removed by a vote of a majority of the remaining Directors as the result of the Director's failure, without just cause, to attend three (3) consecutive, regularly scheduled meetings of the Board of Directors. "Just cause" means any event that, in the reasonable, good faith judgment of the Board, prevents a Director from attending a meeting and includes, without limitation, death or serious injury to a member of the Director's family or other person with whom the Director has a long-term relationship, a mental or physical ailment or impairment that prevents the Director from attending a meeting, and any mandatory business engagement related to the Director's livelihood and/or employment. Vacancies on the Board caused by reasons other than removal shall be filled by the remaining Directors. A Director elected or appointed to fill a vacancy on the Board shall serve the unexpired term of his predecessor.

Section 7. Voting Procedure for Directors. The election of the Board of Directors shall be conducted at the annual meeting of the Association. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws and the Declaration. Voting for Directors shall be by written and signed ballots; provided that, in the event of an uncontested race, written and signed ballots shall not be required.

Section 8. Recount of Votes. Any Member may request a recount of the votes of an election. A request for a recount must be submitted not later than the 15th day after the date of the meeting of the Members at which an election or vote was held or the date of the announcement of the results of the election or vote if no meeting was held. For purposes of this section, the term "submitted" shall mean the date on which the recount request is deposited in the mail or delivered in person in accordance with the requirements of this section. A demand for a recount must be submitted in writing either:

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- a. by verified mail to the Association's mailing address as reflected on the last recorded management certificate; or
- b. in person to the Association's managing agent as reflected on the last recorded management certificate or to the address to which absentee ballots and proxy ballots were mailed.

The Association must estimate the costs for performing a recount by a person qualified to tabulate votes as set forth below and must send an invoice for the estimated costs to the Member requesting a recount to the Member's last known address according to the Association records not later than the 20th day after the date on which the Association received notice of the request for a recount. The Member demanding a recount must pay such invoice in full on or before the 30th day after the date the invoice is sent to the Member. If the Member does not timely pay the invoice, the demand for recount is considered withdrawn and a recount is not required. If the actual costs are different than the estimate, the Association shall send a final invoice to the Member on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Member, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the Member may be added to the Member's account as an assessment. If the estimated costs exceed the final invoice amount, the Member is entitled to a refund. The Association shall issue a refund to the Member not later than the 30th business day after the date the invoice is sent to the Member.

Only after payment is received, the Association shall, at the expense of the Member requesting the recount, retain the services of a qualified person to perform the recount. The Association shall enter into a contract for the services of a person who is not a Member of the Association or related to a member of the Board of Directors of the Association within the third degree by blood or marriage and is a:

- a. current or former county judge;
- b. current or former county elections administrator;
- c. current or former justice of the peace;
- d. current or former county voter registrar; or
- e. person agreed on by the Association and each Member requesting the recount.

A recount must be performed on or before the 30th day after the date of receipt of the payment for the recount. The Association shall provide each Member who requested the recount with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Member for the cost of the recount not later than the 30th day after the date the results of the recount are provided. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by the recount.

Section 9. Regular Meeting. Regular meetings of the Board of Directors may be held at such time, date, and place as shall be determined from time to time by a majority of the Directors; the frequency of regular meetings shall be as deemed necessary and appropriate by the Board of Directors. Notice of each regular meeting shall be given to all Members as required by law. The Board of Directors may participate in and hold a regular or special meeting by means of:

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- (a) conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or
- (b) another suitable electronic communications system, including video conferencing technology or the Internet, only if:
 - i. each Director entitled to participate in the meeting consents to the meeting being held by means of that system;
 - ii. the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant;
 - iii. all Directors may hear and be heard by every other Director;
 - iv. except for any portion of the meeting conducted in executive session, all Members in attendance at the meeting may hear all Directors and Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and
 - v. the notice of the meeting includes instructions for Members to access any communication method required to be accessible under subsection iv above.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet shall constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 10. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any Director. The notice shall specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by anyone of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile, or (d) if authorized by statute, by email. All such notices shall be given or sent to the Director's address, email, or facsimile number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox, at least three (3) days before the time set for the meeting. Notices given by personal delivery, email, or facsimile shall be delivered or given at least three (3) days before the time set for the meeting. The provisions in Article III, Section 11, relating to notice to the Members shall be applicable to a special meeting of the Board of Directors.

Section 11. Notice of Board Meetings. The Board of Directors shall give Members notice of Board meetings (regular and special), including the date, hour, place, and general subject of the Board meeting, including a general description of any matter to be brought up for deliberation in closed executive session. A notice of meeting shall be:

- a. mailed to all Members at least ten (10) days before the date of the meeting; or;
- b. provided at least 72 hours before the meeting by:
 - i. being posted in a conspicuous location, either in the Community Properties or on the Association's website; and

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- ii. being emailed to all Members who have registered their email addresses with the Association.

It is a Member's duty to register and keep an updated email address with the Association.

Section 12. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum of the Board of Directors is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

Section 13. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue and business may be transacted, notwithstanding the withdrawal of Directors during the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, either in person or by proxy, the President may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at the original meeting, further notice of the time and place for reconvening the meeting is not required to be given to the Directors. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to the Directors in the manner prescribed for the original meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice, provided that any action taken shall be approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting.

Section 14. Compensation. No Director shall receive any compensation from the Association for acting in such capacity. However, Directors may be reimbursed for out-of-pocket expenses incurred on Association business. Directors may receive compensation from the Association when taking action at the request of the Association other than in the capacity of Director.

Section 15. Conduct of Meetings. A chairperson shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 16. Open Meetings. All meetings of the Board of Directors shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board of Directors. Provided that, if a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the

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discussion between Directors, the Board of Directors shall have the authority, after an initial warning, to cause that Member to be removed from the meeting. Notwithstanding any other provision in these Bylaws to the contrary, during the Declarant Control Period, meetings of the Board of Directors are not required to be open to the Members unless the meeting is conducted for the purpose of (a) adopting or amending governing documents of the Association, (b) increasing the amount of the Assessment or adopting or increasing a Special Assessment, (c) electing non-Declarant Board members or adopting a process by which those persons are elected, or (d) changing the voting rights of the Members of the Association.

Section 17. Executive Session. The Board of Directors may adjourn a regular or special meeting and reconvene in a closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, and matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing any information that was to remain confidential at the request of the affected parties and agreement of the Board. The oral summary must include a general explanation of expenditures approved in executive session.

Section 18. Action Without a Formal Meeting. The Board of Directors may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. The reasonable opportunity for a Board member to express an opinion and vote shall be not less than twenty-four (24) hours or more than seventy-two (72) hours. Any action taken without notice to Members under this section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to all Members in accordance with Section 11 of this Article, consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in Assessments;
- (f) levying of special assessments;
- (g) appeals from a denial of architectural control approval;
- (h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue;
- (i) lending or borrowing money;
- (j) the adoption or amendment of a dedicatory instrument;
- (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%);
- (l) the sale or purchase of real property;

- (m) the filling of a vacancy on the Board;
- (n) the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements; or
- (o) the election of an officer.

Section 19. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Certificate of Formation of the Association, or these Bylaws directed to be done and exercised exclusively by the Members.

The President shall have the authority to act on behalf of the Board of Directors on all matters relating to the duties of any managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to, and shall be responsible for, the following (by way of explanation, but not limitation):

- (a) Preparing and adopting an annual budget;
- (b) Levying Assessments to defray association expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments, if any, of the Assessment. Unless otherwise determined by the Board of Directors, the Assessment shall be collected annually in advance.
- (c) Providing for the operation, care, upkeep, and maintenance of all of the Community Properties.
- (d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Community Properties and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.
- (e) Collecting the Assessments, depositing the proceeds thereof in a bank depository, which it shall approve, and using the proceeds to administer the Association.
- (f) Making and amending rules and regulations for the Association.
- (g) Opening bank accounts on behalf of the Association and designating the signatories required.
- (h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of the Community Properties in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty.

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(i) Enforcing, by legal means, the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings, which may be instituted on behalf of or against the Members concerning the Association.

(j) Obtaining and carrying insurance against casualties and liabilities, including directors' and officers' liability insurance, as provided in the Declaration, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to the Association or its Members and not directly chargeable to Members.

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting practices, and shall be available as required by Texas law.

(m) Providing, upon request, information to Members, mortgagees and prospective purchasers of Lots concerning, by way of example and not limitation, the status of the Association, the status of payment of assessments and related charges on a Lot and the status of compliance with the provisions of the Declaration, and charging a reasonable fee sufficient to cover the expense associated with providing such information.

(n) Charging a reasonable fee sufficient to cover the expense associated with changing the records of the Association upon the transfer of title to a Lot, as further provided in the Declaration.

(o) Adopting policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the Directors and officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities.

(p) Enforcing rules and regulations for the Association.

Section 20. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents, or manager, at a compensation rate established by the Board of Directors, to perform such duties and services, as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Paragraphs (a), (b), (f), (g), and (i) of Section 19 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) If a managing agent or manager is hired, the following management standards of performance will be followed, unless the Board, by resolution, determines otherwise:

(i) Two (2) or more persons shall be responsible for handling cash, or its equivalent, in order to maintain adequate financial control procedures;

(ii) Cash accounts of the Association shall not be commingled with any other accounts;

(iii) No remuneration shall be accepted by the manager or managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;

(iv) Any financial or other interest which the managing agent or manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(v) A quarterly or more frequent financial report, as may be determined by the Board, shall be prepared for the Association containing:

- (1) an income statement reflecting all income and expense activity for the period of time since the last financial report;
- (2) an account activity statement reflecting all receipt and disbursement activity for the period of time since the last financial report;
- (3) a budget comparison report reflecting the status of all income and expense accounts in an "actual" versus "projected" budget format;
- (4) a balance sheet reflecting account balances as of the end of the period of time since the last financial report (this balance sheet shall include an aged receivables report or other report deemed appropriate by the Treasurer);
- (5) a balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year which shall be distributed within ninety (90) days after the close of any fiscal year to the Board;
- (6) a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves by ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and
- (7) a delinquency report listing all Members who have been delinquent during the period of time since the last financial report in paying the Assessments and who remain delinquent at the time of report, and describing the status of any action to collect such Assessments which remain delinquent.

Article IV

Officers

Section 1. Officers. The officers of the Association shall be the President, Vice-President, Secretary and Treasurer. The Board of Directors may select, appoint and/or remove such other officers, as it shall deem appropriate, such officers to have the authority to perform the duties prescribed from time to time by the Board of Directors.

Section 2. Election Term of Office and Vacancies. The officers of the Association shall be elected annually from within and by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by a majority vote of the Board of Directors, at a duly called meeting of the Board, at which a quorum is present, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The Chief Executive Officer of the Association shall be the President. The Treasurer shall have primary responsibility for the preparation of the budget, and, with the approval of the Board of Directors, may delegate all or part of the preparation and notification duties to a finance committee, or a management agent.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Checks. Except as otherwise provided in this section, all checks shall be signed by at least two (2) officers or Directors or by such other person or persons as to be designated by the Board of Directors. The Board of Directors may authorize that checks for less than \$1,000.00 only require the signature of one (1) officer, Director or other person designated by the Board of Directors.

Section 8. Compensation. No officer shall receive any compensation from the Association for acting in such capacity.

Article V
Committees

Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution creating same. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts or inconsistencies among the provisions of Texas law, the Declaration, the Certificate of Formation, these Bylaws, and/or any rules and regulations of the Association, the provisions of Texas law, the Declaration, the Certificate of Formation, these Bylaws, and the rules and regulations of the Association (in that order) shall prevail.

Section 4. Books and Records. Books and records of the Association shall be retained by the Association in accordance with the Association's Records Retention Policy. Each Member or Member's designated representative shall have a right to either inspect the requested books and records before obtaining copies or to have the Association forward copies of the requested books and records in accordance with the Association's recorded Open Records Policy. Provided that, this provision shall not require the Association to release or allow inspection of books and records that are not required by law to be released or inspected, as set forth in the Association's recorded Open Records Policy.

Section 5. Audit. After the expiration of the Declarant Control Period, an audit of the accounts of the Association shall be performed by a qualified, independent certified public accountant as frequently as deemed necessary by the Board of Directors, but not less frequently than once every other year. Each audit shall be in accordance with generally accepted auditing standards to obtain reasonable assurance that the Association's financial statements are free of material misstatements, to assess accounting principles used, and to evaluate the overall financial statement presentation. A more comprehensive audit may be performed in any given year as deemed necessary or appropriate by the Board.

Section 6. Indemnification. The Association shall indemnify a director, officer or committee member who was, is or is threatened to be named as a defendant or respondent in a proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.


Section 7. Amendment. These Bylaws may be amended by a majority vote of the Board of Directors subject to notice requirements provided by law or in these Bylaws.

I, the undersigned, being the ^{President} Secretary of Elite Townhomes Homeowners Association, Inc. do hereby certify that at a meeting of the Board of Directors of the Association duly called and held on the 21st day of November, 2017 (the "Effective Date"), with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following "Bylaws of Elite Townhomes Homeowners Association, Inc." was duly approved by the unanimous vote of the members of the Board in attendance.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below but made effective as of the Effective Date, as specified above.

Elite Townhomes Homeowners Association,
Inc., a Texas non-profit corporation

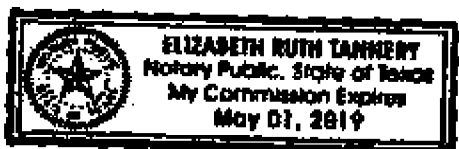
Date: 21st November 2017

By: 
Souhail Adam, Secretary President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Souhail Adam, President, Secretary of Elite Townhomes Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 21 day of November, 2017, to certify which witness my hand and official seal.




Notary Public in and for the State of Texas

RP-2017-525452

4. **Sums Included in Plan.** The payment plan must include all delinquent regular and/or special assessments and other sums (i.e., fines) owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan may not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement may provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner. Upon proper notice as required by law, Owner access to the Association's Common Area may be disallowed until the balance is paid in full.

5. **Grace Period.** There is a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner will be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association may add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: \$10.00 per payment for receiving, documenting and processing each payment. During the term of the payment plan, interest will continue to accrue on delinquent assessments at the rate provided in the Declaration of Covenants, Conditions and Restrictions (the maximum, non-usurious rate allowed by law).

7. **Monthly Penalties.** During the term of the payment plan, the Association may not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include late charges and fees otherwise charged by the management company and/or Association and added to the Owner's account as a result of the account being delinquent, if any.

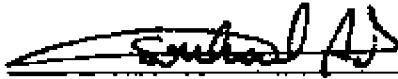
8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner will be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement will automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner is not a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void does not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan. The Association is not required to allow an Owner to enter into a payment plan more than once in any twelve (12) month period. The Association is not required to make a payment plan available to an Owner after the expiration of the thirty (30) day notice required by Section 209.0064 of the Texas Property Code.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 21st day of November, 2017.

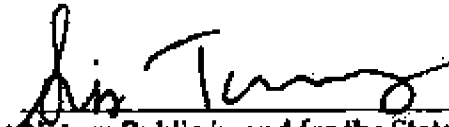
ELITE TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.



By: Souhail Adam, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 21 day of November, 2017 personally appeared Souhail Adam, President, of Elite Townhomes Homeowners Association, Inc., 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 purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas



RP-2017-525452

OPEN RECORDS POLICY
for
ELITE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Souhail Adam, President of Elite Townhomes Homeowners Association, Inc. (the “**Association**”), do hereby certify that at a meeting of the Board of Directors of the Association (the “**Board**”) duly called and held on the 21st day of November, 2017, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Section 209.005 of the Texas Property Code was enacted to set forth open records procedures and to require property owners’ associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

POLICY:

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner’s agent, attorney, or certified public accountant (the “**Owner’s Representative**”) in accordance with the following provisions:

1. **Request.** An Owner or the Owner’s Representative must submit a written request for access or information. The written request must:
 - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
 - b. describe with sufficient detail the books and records of the Association that are requested; and
 - c. state whether the Owner or the Owner’s Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association must send written notice to the Owner or the Owner’s Representative of dates during normal business hours that the Owner or the Owner’s Representative may inspect the requested books and records. Such written notice must be sent on or before the tenth (10th) business day after the date the Association receives

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the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association must produce copies of the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10th) business day after the date the Association receives the request, the Association must provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15th) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association must produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection will take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative may identify the books and records to be copied and forwarded. The Association must thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3"), as same may be amended from time to time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this policy (either through amendment or error by this policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page
Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

9. **Advance Payment of Estimated Costs.** The Association must estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. **Actual Costs.**

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association will submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner is required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association must refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

11. **Books and Records Not Required to be Produced.**

11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:

- a. identify the history of violations of dedicatory instruments of an individual Owner;
- b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
- c. disclose an Owner's contact information, other than the Owner's address; or
- d. disclose information related to an employee of the Association, including personnel files.

11.2. The Association is also not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.

11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

12. **Business Day.** As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 21st day of November, 2017.

ELITE TOWNHOMES HOMEOWNERS ASSOCIATION,
INC.

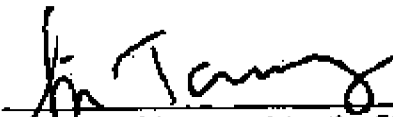
By: 
Souhail Adam, President

THE STATE OF TEXAS

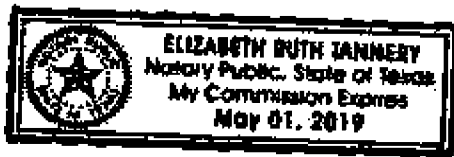
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COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this 21 day of November, 2017 personally appeared Souhail Adam, President of Elite Townhomes Homeowners Association, Inc., Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas



RP-2017-525452

RECORDS RETENTION POLICY
for
ELITE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

I, Souhail Adam, President of the Elite Townhomes Homeowners Association, Inc. (the “**Association**”), do hereby certify that at a meeting of the Board of Directors of the Association (the “**Board**”) duly called and held on the 21st day of November, 2017, with at least a quorum of the Board members being present and remaining throughout and duly authorized to transact business, the following Records Retention Policy was duly approved by a majority of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners’ associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.

2. The Board of Directors of the Association desires to adopt a records retention policy consistent with the Texas law.

POLICY:

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. The Association is not required to retain any other records. As used herein, “records” means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

1. Retention Periods.

Record Description	Record Retention Period
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years
b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of current owners	Five (5) years
c) Account records (including records relating to assessments and other sums	One (1) year after the former owner ceases to own a lot in the subdivision

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owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	
d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions and all amendments and supplements to the Declaration of Covenants, Conditions and Restrictions; Protective Covenants and all amendments and supplements to the Protective Covenants; annexation documents; and deeds conveying real property of the Association	Permanently
k) Other dedicatory instruments of the Association not list in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study plus two (2) years
r) Legal opinions issued by counsel for the Association	Permanently
s) Suit files	Seven (7) years after the date the suit is resolved

2. Destruction of Documents.

The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents shall be by shredding, bagging and trash pickup, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Records Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this, the 21st day of November, 2017.

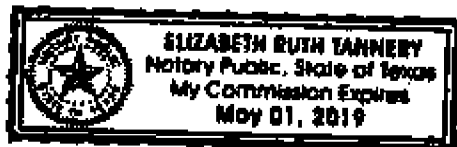
ELITE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

By: 
Souhail Adam, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 21 day of November, 2017 personally appeared Souhail Adam, President of Elite Townhomes Homeowners Association, Inc., 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 purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas



RP-2017-525452

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Pages 35
11/30/2017 10:19 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$148.00

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

RP-2017-525452

STATE OF TEXAS §
COUNTY OF HARRIS §

WE, ELITE TOWNHOMES, LLC, acting by and through SOUHAIL ADAM, PRESIDENT OF ELITE TOWNHOMES, LLC, hereinafter referred to as Owners of 1.7995-acre tract described in the above and foregoing map of ELITE TOWNHOMES LLC, hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets, (except those streets designated as Private Streets or Permanent Access Easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors, and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements, or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, Harris County, or any other governmental agency, the right to enter upon said easement at any times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way is hereby restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions; We further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

IN TESTIMONY WHEREOF, the ELITE TOWNHOMES, LLC, has caused these presents to be signed by SOUHAIL ADAM, its President, thereunto authorized, this 19th day of February, 2015.

ELITE TOWNHOMES, LLC

By: [Signature]
SOUHAIL ADAM, PRESIDENT

STATE OF TEXAS §
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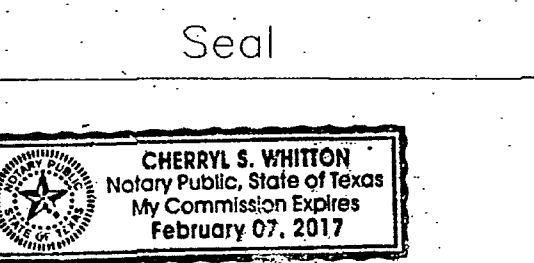
BEFORE ME, the undersigned authority, on this day personally appeared SOUHAIL ADAM, known to me to be the persons whose name is subscribed to the foregoing instruments and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of February, 2015

By: [Signature]
Notary Public in and for the State of Texas
Cheryl S. Whitton
Print Name (Affix Notary Seal)

My Commission expires on:
2-7-2017

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.



Seal

This certificate is valid only as to the instrument on which the original signature is affixed and only then to the extent that such instrument is not altered or changed after recording.

We, PROSPERITY BANK, hereinafter referred to as holder of a lien against the property in the plat known as ELITE TOWNHOMES LLC, a said Lien being evidenced by instrument of record in the Clerk's File No. 20140419032 of the O.P.R.O.R.P. of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

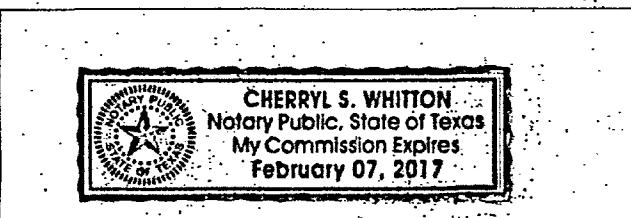
By: [Signature]
SARAH A. HARRISON
ASSISTANT VICE PRESIDENT
PROSPERITY BANK, LIENHOLDER

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared SARAH A. HARRISON, known to me to be the persons whose name is subscribed to the foregoing instruments 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 17th day of February, 2015

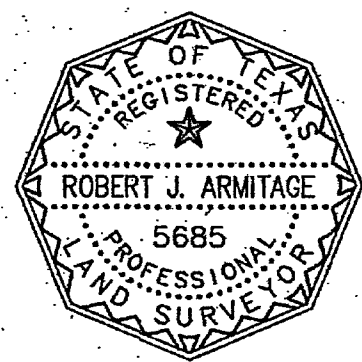
By: [Signature]
Notary Public in and for the State of Texas.
Cheryl S. Whitton
Print Name: (Affix Notary Seal)
My Commission expires on:
2-7-2017



Seal

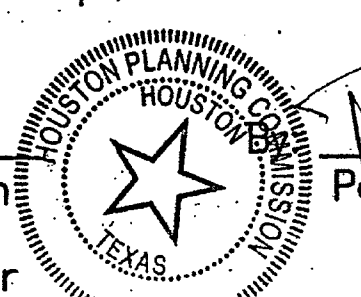
I, ROBERT J. ARMITAGE, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central) zone.

By: [Signature]
ROBERT J. ARMITAGE, R.P.L.S.
Texas Registration No. 5685



This is to certify that the Planning Commission of City of Houston, Texas, has approved this plat and subdivision of ELITE TOWNHOMES LLC, in conformance with the laws of the State of Texas and the ordinances of the City of Houston as shown hereon and authorized the recording of this plat, this 19th day of March 2015.

By: [Signature] Mark A. Kilkenny, Chairman
OR
[Signature] Patrick Walsh, P.E., Secretary
M. Sonny Garza, Vice Chair



I, Stan Stanart, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on March 26, 2015, at 11:41 o'clock A.M., and duly recorded on March 26, 2015, at 1:30 o'clock P.M., and at Film Code Number 1674029 of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

By: [Signature]
Stan Stanart
County Clerk
of Harris County, Texas

By: [Signature]
Deputy [Signature]



FILED
3/26/2015 11:41 AM
20150122029
3/26/2015 11:41 AM \$110.00
Stan Stanart
COUNTY CLERK

NOTES:

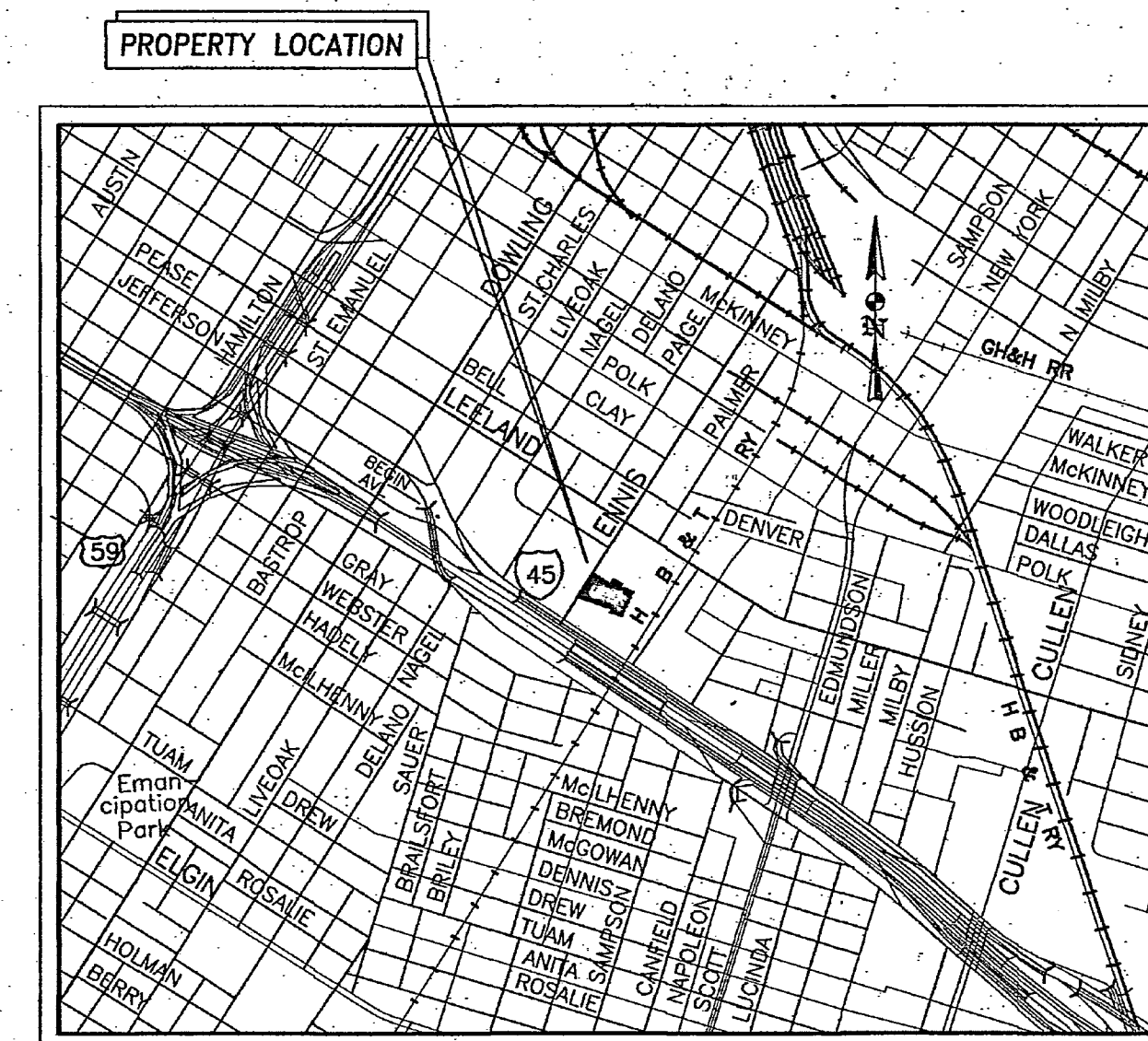
- SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING DESIGNED FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING, AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 900 SQUARE FEET ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE FAMILY RESIDENTIAL.
- EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
- UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.), WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 42, CODE OF ORDINANCES, CITY OF HOUSTON, TEXAS IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
- STORMWATER DETENTION FOR SINGLE FAMILY RESIDENTIAL LOTS (= 15,000 SQ.FT. IN AREA) ARE EXEMPT FROM DETENTION, IF PROPOSED IMPERVIOUS COVERAGE IS LESS THAN OR EQUAL TO 75.0%. DETENTION VOLUME OF 0.20 ACRE FEET PER ACRE SHALL BE PROVIDED FOR IMPERVIOUS COVER OVER 75%.
- THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY THE CITY OF HOUSTON OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. THE CITY OF HOUSTON HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THE SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.
- ANY DETENTION PONDS, AMENITIES AREAS, AND STORM WATER QUALITY SYSTEMS FOR THIS PLAT IS A PRIVATE SYSTEM AND MUST BE MAINTAINED BY THE PROPERTY OWNERS OR HOME OWNERS ASSOCIATION.
- THE NUMBER OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THAT CAN BE CONSTRUCTED SHALL NOT EXCEED AN EQUIVALENT DENSITY OF 27 UNITS TO THE GROSS ACRE OF ALL LAND WITHIN THE BOUNDARIES OF THIS SUBDIVISION PLAT.
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NUMBER 4204 STATE PLANE GRID COORDINATES (NAD 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR OF 0.9998974.
- THIS SUBDIVISION CONTAINS ONE OR MORE SHARED DRIVEWAYS THAT HAVE NOT BEEN DEDICATED TO OR ACCEPTED BY THE CITY OF HOUSTON OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY THE CITY OF HOUSTON HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY SHARED DRIVEWAYS WITHIN THE SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.
- AT LEAST 150 SQUARE FEET OF PERMEABLE AREA IS REQUIRED PER LOT. 6,000 SQUARE FEET OF PERMEABLE AREA SHALL BE PROVIDED WITHIN THE BOUNDARY OF THIS SUBDIVISION.
- THE RESIDENTIAL UNITS OR LOTS LOCATED IN THEIR SUBDIVISION ARE ELIGIBLE FOR SOLID WASTE COLLECTION SERVICES BY THE CITY AT THE TIME OR FOR THE FILING OF THIS PLAT NOTWITHSTANDING THE FOREGOING, THE CITY RESERVES THE RIGHT TO AMEND THE LEVEL OF SOLID WASTE COLLECTION SERVICES IT PROVIDES.
- NO HEAVY OR OVERSIZED TRASH COLLECTION SHALL BE PROVIDED TO RESIDENTIAL UNITS ELIGIBLE FOR COLLECTION PURSUANT TO ITEM 2 OF SECTION 39-65 OF THE CODE OF ORDINANCES.

SHARED DRIVEWAY PLAT NOTES:

- EACH LOT SHALL BE RESTRICTED TO SINGLE-FAMILY RESIDENTIAL USE.
- VEHICULAR ACCESS TO EACH LOT IS PROVIDED FOR BY A SHARED DRIVEWAY ONLY.
 - ANY FENCE OR WALL UP TO EIGHT FEET HIGH SHALL BE LOCATED AT LEAST
 - 2 FEET FROM THE PROPERTY LINE ALONG THE COLLECTOR STREET OR LOCAL OR LOCAL STREET. THIS AREA SHALL BE PLANTED AND MAINTAINED WITH LANDSCAPING.
 - THIS SUBDIVISION CONTAINS ONE OR MORE SHARED DRIVEWAYS THAT HAVE NOT BEEN DEDICATED TO OR ACCEPTED BY THE CITY OF HOUSTON OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. THE CITY OF HOUSTON HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY SHARED DRIVEWAYS WITHIN THE SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.

CENTERPOINT NOTE:

ABSENT WRITTEN AUTHORIZATION BY AFFECTED UTILITIES, ALL CENTERPOINT ENERGY AND CITY OF HOUSTON UTILITY EASEMENTS MUST BE KEPT UNOBSERVED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY THE UTILITY AT THE PROPERTY OWNER'S EXPENSE.



VICINITY MAP
N.T.S.

FLAG LOTS NOTES:

- EACH FLAG LOT SHALL PROVIDE FOR VEHICULAR ACCESS TO THE PRINCIPAL PORTION OF THE LOT THROUGH THE STAFF.
- IF A FLAG LOT DERIVES ACCESS SOLELY FROM ITS OWN STAFF, THE MINIMUM WIDTH OF THE STAFF SHALL BE 20 FEET.
- IF A FLAG LOT DERIVES ITS ACCESS IN COMMON WITH ANOTHER LOT, THE COMBINED COMMON ACCESS SHALL HAVE A MINIMUM WIDTH OF 20 FEET.
- ANY AREA REQUIRED TO BE USED FOR VEHICULAR ACCESS PURPOSES SHALL BE DEPICTED BY A NOTE ON THE SUBDIVISION PLAT THAT RESTRICTS THE PORTIONS OF THE LOTS FOR INGRESS AND EGRESS ONLY AND THAT PRECLUDES CONSTRUCTION OF ANY BUILDING, STRUCTURE, WALL OR FENCE WITHIN THOSE PORTIONS. IF THE VEHICULAR ACCESS IS TO BE SHARED, THE PLAT NOTE SHALL CLEARLY INDICATE THE JOINT OR SHARED NATURE OF THE ACCESS.

ELITE TOWNHOMES LLC

A SUBDIVISION OF 1.7955 ACRES
SITUATED IN THE HENRY TIERWERTER
SURVEY, ABSTRACT NUMBER 75,

ALSO BEING:

ALL OF RESERVE "A", BLOCK 1, OF
MARKLE SUBDIVISION, AS RECORDED
IN FILM CODE NO. 433107, OF M.R.H.C.
CITY OF HOUSTON
IN HARRIS COUNTY, TEXAS

3 BLOCKS - 40 LOTS - 3 RESERVES

REASON FOR REPLAT:
TO CREATE 40 LOTS
AND 3 RESERVES

DATE: July 24, 2014

Scale: None

HRS and Associates, LLC
Civil, Traffic Engineering, and Consulting
8318 Ivan Reid Drive
Houston, Texas 77040-1509
Tel: (713) 466-9776
Fax: (832) 328-7121
E-mail: hrsassociates@aol.com

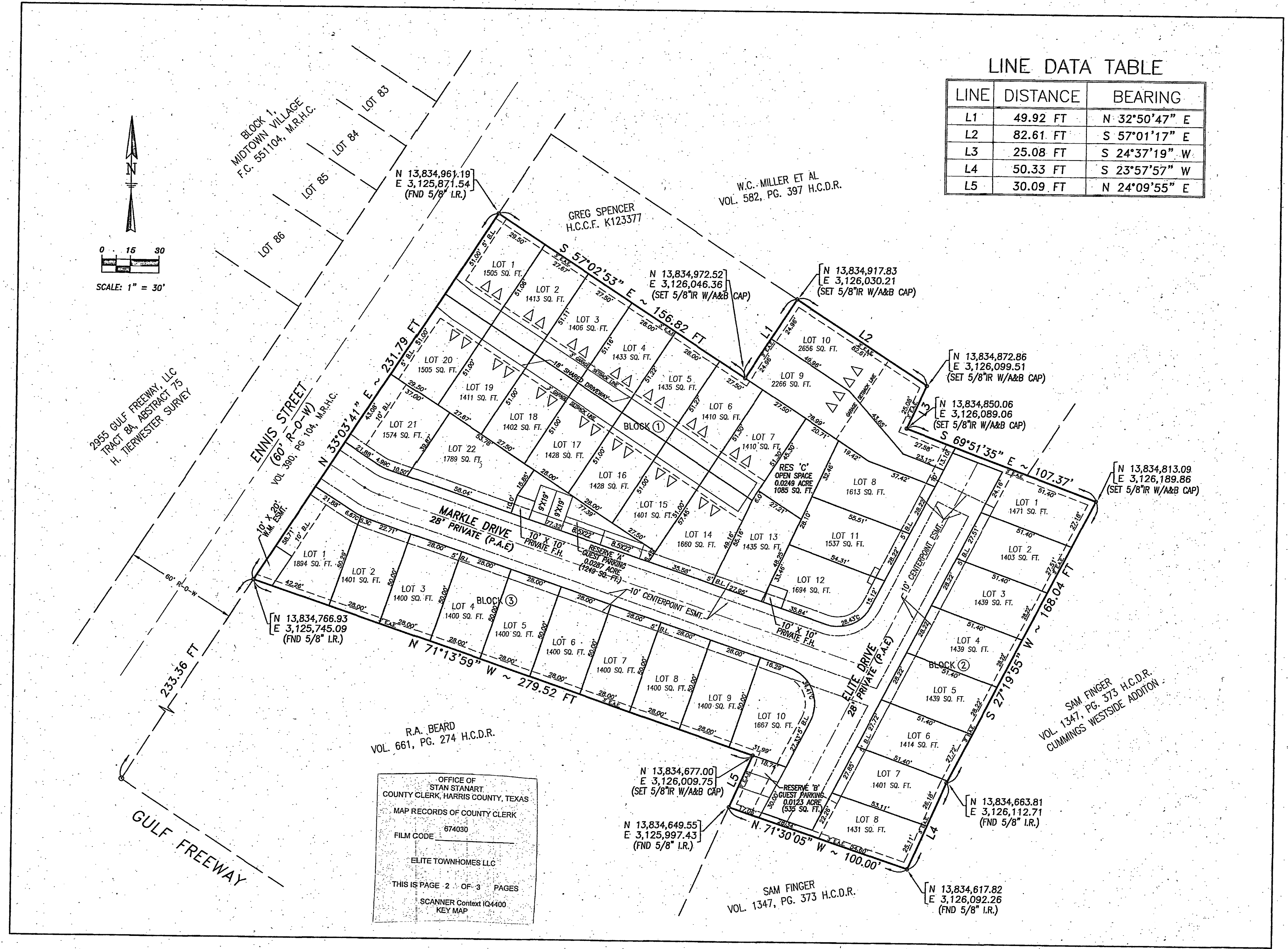
LOT SIZE AND LOT COVERAGE TABLE

LOT NUMBER	LOT SIZE SQ FT	BLDG. COVERAGE SQ FT	% COVERAGE 60% MAX.
1	1505	903	60%
2	1413	847	60%
3	1406	843	60%
4	1433	859	60%
5	1435	861	60%
6	1410	846	60%
7	1410	846	60%
8	1613	967	60%
9	2266	1359	60%
10	2656	1593	60%
11	1537	922	60%
12	1694	1016	60%
13	1435	861	60%
14	1660	996	60%
15	1401	840	60%
16	1428	856	60%
17	1428	856	60%
18	1401	840	60%
19	1411	846	60%
20	1505	903	60%
21	1574	944	60%
22	1789	1073	60%
1	1471	882	60%
2	1403	841	60%
3	1439	863	60%
4	1439	863	60%
5	1439	863	60%
6	1414	848	60%
7	1401	840	60%
8	1431	858	60%
1	1894	1136	60%
2	1400	840	60%
3	1400	840	60%
4	1400	840	60%
5	1400	840	60%
6	1400	840	60%
7	1400	840	60%
8	1400	840	60%
9	1400	840	60%
10	1667	1000	60%
TOTAL LOTS AREA: 60,568			
RES 'A'		1,249	
RES 'B'		535	
RES 'C'		1,085	
P.A.E.		14,328	
TOTAL AREA: 78,212 = 1.7955 AC			

IN LIEU OF PAYMENT (NO PRIVATE PARK OR PARK LAND DEDICATION)

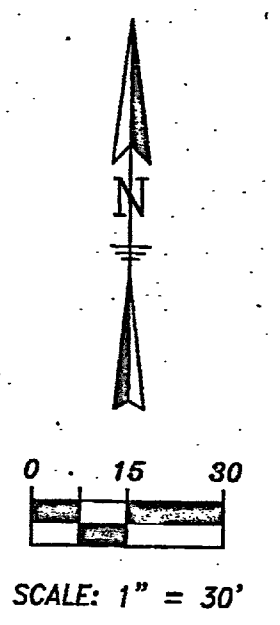
A	NUMBER OF EXISTING DWELLING UNITS:	0
B	NUMBER OF PROPOSED DWELLING UNITS:	40
C	NUMBER OF INCREMENTAL DWELLING UNITS (A-B):	40

- NO BUILDING PERMIT OR OTHER PERMIT, EXCEPT PERMITS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS, WILL BE ISSUED BY THE CITY OF HOUSTON, TEXAS, FOR CONSTRUCTION WITHIN THE SUBDIVISION UNTIL SUCH TIME AS FUNDS REQUIRED UNDER PROVISIONS OF SECTION 42-253 OF THE CODE OF ORDINANCES OF THE CITY OF HOUSTON, TEXAS, HAS BEEN SUBMITTED AND ACCEPTED BY THE CITY.
- NO LAND IS BEING ESTABLISHED AS PRIVATE PARK OR DEDICATED TO THE PUBLIC FOR PARK PURPOSES.
- THIS PROPERTY IS LOCATED IN PARK SECTOR NUMBER 11.
- THIS PERCENTAGE IS 100% SHALL BE APPLIED TO THE THEN-CURRENT FEE IN LIEU OF DEDICATION.
- THEN-CURRENT FEE IN LIEU OF DEDICATION SHALL BE APPLIED TO THIS NUMBER: 40 OF DWELLING UNIT.



LINE DATA TABLE

LINE	DISTANCE	BEARING
L1	49.92 FT	N 32°50'47" E
L2	82.61 FT	S 57°01'17" E
L3	25.08 FT	S 24°37'19" W
L4	50.33 FT	S 23°57'57" W
L5	30.09 FT	N 24°09'55" E



OFFICE OF STAN STANART
 COUNTY CLERK, HARRIS COUNTY, TEXAS
 MAP RECORDS OF COUNTY CLERK
 FILM CODE 874030
 ELITE TOWNHOMES LLC
 THIS IS PAGE 2 OF 3 PAGES
 SCANNER Contour IQ4400
 KEY MAP

GUEST PARKING SPACE SYNOPSIS
 (ONE SPACE PER EVERY 6 UNITS)

NUMBER OF UNITS/LOTS:	40
NUMBER OF SPACES REQUIRED:	7
NUMBER OF ON-SITE SPACES PROVIDED:	7
NUMBER OF ON-STREET SPACES PROVIDED:	0
TOTAL GUEST PARKING SPACES PROVIDED:	7

DENSITY TABLE

NUMBER OF DWELLINGS	GROSS ACREAGE	DENSITY UNITS / ACRE
40	1.7955	22.28

REASON FOR REPLAT:
 TO CREATE 40 LOTS
 AND 3 RESERVES

OWNER:
 ELITE TOWNHOMES, LLC
 1733 Ennis Street
 Houston, Texas 77003

ELITE TOWNHOMES, LLC

A SUBDIVISION OF 1.7955-ACRES
 SITUATED IN THE HENRY TIERWERTER
 SURVEY, ABSTRACT NUMBER 75,
 ALSO BEING:
 ALL OF RESERVE "A", BLOCK 1, OF
 MARKLE SUBDIVISION, AS RECORDED
 IN FILM CODE NO. 433107, OF M.R.H.C.
 CITY OF HOUSTON
 IN HARRIS COUNTY, TEXAS
 3 BLOCKS - 40 LOTS - 3 RESERVES

DATE: July 24, 2014 Scale: 1" = 30'

HRS and Associates, LLC
 Civil, Traffic Engineering, and Consulting
 8318 Ivan Field Drive
 Houston, Texas 77040-1509
 Tel: (713) 466-9776
 Fax: (832) 328-7121
 E-mail: hrsassociates@aol.com

RECORDERS MEMORANDUM
 At the time of preparation, this instrument was found to be in compliance with the best photographic reproduction because of illegibility, carbon or photo copy, obliterated portions, and other conditions, additions and changes were present at the time the instrument was filed and recorded.

FIRST AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
ELITE TOWNHOMES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Elite Townhomes, LLC ("**Declarant**") caused that instrument entitled "Declaration of Covenants, Conditions and Restrictions for Elite Townhomes" to be filed of record under Clerk's File No. RP-2017-459007 of the Official Public Records of Real Property of Harris County, Texas ("**Declaration**"), which subjected the property identified under Film Code No. 674029 of the Map Records of Harris County, Texas, and all amendments to or replats of said maps or plats, to said Declaration; and

WHEREAS, pursuant to Article IX, Section 9.1 of the Declaration, entitled "Amendment," the Declaration may be amended during the Declarant Control Period by the Declarant without the joinder or consent of any other party, for any purpose so long as an amendment does not materially or adversely affect any substantive rights of the Lot Owners; and

WHEREAS, the Declarant Control Period as defined in the Declaration is still in effect and the amendment adopted hereby does not materially or adversely affect any substantive rights of the Lot Owners; and

WHEREAS, Declarant desires to amend the provisions of the Declaration related to the minimum lease term and to allow for short term rental of a Residential Dwelling in the Subdivision.

NOW, THEREFORE, Declarant hereby amends the Declaration as set forth below.

1. The third paragraph of Article II, Section 2.1.2., entitled Single Family Residential Use, is amended and restated to read as follows:

Leasing is permitted, including short-term leases, provided that the minimum lease term is at least two (2) nights. An Owner may utilize websites such as AirBNB, VRBO, and similar companies to advertise his or her Residential Dwelling for lease. Every lessee must comply with the Use Restrictions and other requirements of the Declaration at all times. Further, every lease must provide that the lessee is bound by and subject to all the obligations under this Declaration and a failure to comply with the provisions of this Declaration will be a default under the lease. The Owner making such lease will not be relieved from any obligation to comply with the provisions of this Declaration. An Owner is not permitted to lease a room in a Residential Dwelling or other Improvement on the Owner's Lot or any portion less than the entirety of the Lot and the Residential

RP-2018-556614

Dwelling and other Improvements on the Lot.

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Elite Townhomes ("First Amendment") will be construed according to the laws of the State of Texas and is for the benefit of and will be binding upon all Owners and their respective heirs, successors, and assigns. In the event of a conflict between the Declaration and this First Amendment, the First Amendment will control.

Capitalized terms used herein have the same meanings as that set forth in the Declaration, as amended, unless otherwise indicated.

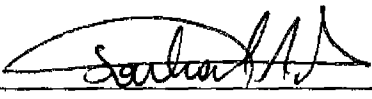
Except as amended herein, all provisions in the Declaration, as previously amended or supplemented, remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date set forth below, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

Executed on the 7th day of December, 2018.

DECLARANT

ELITE TOWNHOMES, LLC
A TEXAS LIMITED LIABILITY COMPANY

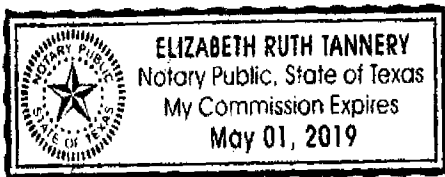
By: 
Souhail Adam, Member

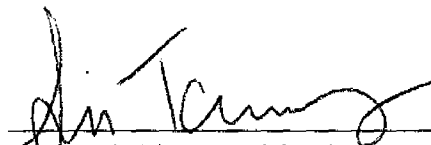
STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on 7 day of December, 2018 by Souhail Adam, authorized Member of Elite Townhomes, LLC, a Texas limited liability company, on behalf of said company.




Notary Public in and for the State of Texas

RP-2018-556614

RP-2018-556614
Pages 3
12/13/2018 07:37 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$20.00

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

RP-2018-556614

SECOND AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
ELITE TOWNHOMES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Elite Townhomes, LLC ("Declarant") caused that instrument entitled "Declaration of Covenants, Conditions and Restrictions for Elite Townhomes" to be filed of record under Clerk's File No. RP-2017-459007 of the Official Public Records of Real Property of Harris County, Texas ("Declaration"), which subjected the property identified under Film Code No. 674029 of the Map Records of Harris County, Texas, and all amendments to or replats of said maps or plats, to said Declaration; and

WHEREAS, the Declarant caused that instrument entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions for Elite Townhomes" to be filed of record under Clerk's File No. RP-2018-556614 of the Official Public Records of Real Property of Harris County, Texas (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 9.1 of the Declaration, entitled "Amendment," the Declaration may be amended during the Declarant Control Period by the Declarant without the joinder or consent of any other party, for any purpose so long as an amendment does not materially or adversely affect any substantive rights of the Lot Owners; and

WHEREAS, the Declarant Control Period as defined in the Declaration is still in effect and the amendment adopted hereby does not materially or adversely affect any substantive rights of the Lot Owners; and

WHEREAS, Declarant desires to amend the Declaration to provide for an annual water assessment to be imposed on each Lot and secured by the lien described in the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as set forth below.

The Article VI of the Declaration is amended to add Section 6.13, entitled WATER ASSESSMENT, which provides as follows:

In addition to the Assessments described in Section 6.1 of the Declaration, an annual Water Assessment will be imposed on each Lot. The purpose of the Water Assessment will be to pay for water services to the Subdivision, including each Lot. The Water Assessment comprises part of the "Assessments" described in Section 6.1 of the Declaration and, together with late fees, interest costs, court costs and reasonable attorney's fees, is a charge on the Lot and a continuing lien upon the Lot

RP-2019-139721

against which each such Water Assessment is made. Each Water Assessment is also the personal obligation of the Owner of the Lot at the time the obligation accrued. The provisions of the Declaration that address the collection of Assessments are equally applicable to the Water Assessment, except as otherwise provided herein.

The initial Water Assessment in the amount of \$450.00 will be due and payable on June 1, 2019. An Owner who acquires a Lot after June 1, 2019 must pay the Water Assessment for the balance of the calendar year as determined on a pro-rata basis beginning on the closing date, due and payable on the closing date. The Water Assessment for any year after 2019 is due and payable in advance on the first day of January. Any Owner who purchases a Lot or Lots after the first day of January in any year is personally responsible for a pro-rated Water Assessment amount for the remainder of that year due upon purchase of such Lot.

At least thirty (30) days prior to the end of each calendar year, the Board of Directors must fix the Water Assessment to be levied against each Lot in the next calendar year. The amount of the Water Assessment will be based on the charges for water service incurred by the Association during the prior twelve month period and divided by the number of improved Lots. The Water Assessment may be increased or reduced each year based on reasonably anticipated changes in water costs for the upcoming year. The Board has the sole discretion to determine reasonably anticipated changes and to determine the amount of the Water Assessment. The Water Assessment will be uniform as to each Lot.

Written notice of the figure at which the Board of Directors has set the Water Assessment must be delivered to every Owner. Provided that, the failure to timely fix the amount of the Water Assessment or to send written notice thereof to all Owners does not affect the authority of the Association to levy the Water Assessment or to increase the Water Assessment.

Notwithstanding the foregoing, a Lot owned by the Declarant is exempt from the Water Assessment levied by the Association during the Declarant Control Period. A Lot owned by a Builder is exempt from the Water Assessment levied by the Association until a Residential Dwelling on the Lot is substantially complete. The Board of Directors has the sole discretion to determine whether a Residential Dwelling is substantially complete for the purpose of this Section 6.13.

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Elite Townhomes ("Second Amendment") will be construed according to the laws of the State of Texas and is for the benefit of and will be binding upon all Owners and their respective heirs, successors, and assigns. In the event of a conflict between the Declaration and this Second Amendment, the Second Amendment will control.

Capitalized terms used herein have the same meanings as that set forth in the Declaration, as amended, unless otherwise indicated.

Except as amended herein, all provisions in the Declaration, as previously amended or supplemented, remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date set forth below, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

Executed on the 5th day of April, 2019.

DECLARANT

**ELITE TOWNHOMES, LLC
A TEXAS LIMITED LIABILITY COMPANY**

By: *Souhail Adam*
Souhail Adam, Member

STATE OF TEXAS

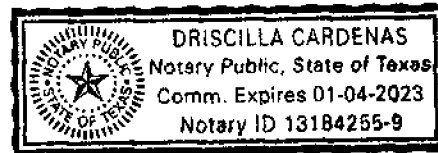
§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on 5th day of April, 2019 by Souhail Adam, authorized Member of Elite Townhomes, LLC, a Texas limited liability company, on behalf of said company.

Driscilla Cardenas
Notary Public in and for the State of Texas



RP-2019-139721

RP-2019-139721
Pages 4
04/08/2019 11:00 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$24.00

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-139721