

AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BAYWOOD PLACE  
A SUBDIVISION IN HARRIS COUNTY, TEXAS

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**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
BAYWOOD PLACE**

THE STATE OF TEXAS    §

COUNTY OF HARRIS     §

**THIS AMENDED AND RESTATED DECLARATION**, made on the date hereinafter set forth by DELTA VEE REALTY-TWO, LLC, a Texas limited liability company.

**WITNESSETH:**

**WHEREAS**, DELTA VEE REALTY-TWO, LLC (“Declarant”), a Texas limited liability corporation, is the owner of certain real property situated in Harris County, Texas, described as Baywood Place Subdivision, and Declarant has subdivided such property into nine (9) residential Lots, according to the Plat of said Baywood Place Subdivision, recorded at Harris County Clerk’s File No. RP-2020-82903, and bearing Film Code No. 690697, Map Records of Harris County, Texas, a copy of which Plat is attached hereto and incorporated herein for reference; and.

**WHEREAS**, Declarant desires to impose the following Covenants, Conditions and Restrictions upon such Property.

**NOW THEREFORE**, Declarant, hereby declares that all the Property described above, including but not limited to the nine (9) residential Lots, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real Property, shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and BAYWOOD PLACE PROPERTY OWNERS ASSOCIATION, INC. (“the Association”).

RP-2021-566538

ARTICLE I

DEFINITIONS

Section 1. “**Applications**” and/or “Architectural Review Applications” shall have the meaning set forth in Article II, Section 1.

Section 2. “**Assessments**” shall have the meaning set forth in Article VI, Section 1.

Section 3. “**Association**” shall mean and refer to BAYWOOD PLACE PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Article IV.

Section 4. “**Board of Directors**” shall mean and refer to the board of directors of the Association.

Section 5. “**Builder**” shall mean any person, firm or entity, which purchases a developed lot(s) for the purpose of constructing a new dwelling unit for sale to the public.

Section 6. “**By-Laws**” shall have the meaning set forth in Article III, Section 20.

Section 7. “**Code**” shall mean and refer to the Texas Property Code.

Section 8. “**Committee**” shall mean and refer to Association’s Architectural Control Committee or any person or persons to whom the Architectural Control Committee delegates such responsibility provided for in Article II hereof.

Section 9. “**Common Expense**” shall have the meaning set forth in Article VII, Section 1.

Section 10. “**Declaration**” shall mean this Declaration of Covenants, Conditions and Restrictions for Baywood Place.

Section 11. “**Developer**” shall mean and refer to Declarant.

Section 12. “**Developer Control Period**” shall have the meaning set forth in Article V, Section 3.

Section 13. “**Liability Policy**” shall have the meaning set forth in Article VII, Section 1.

Section 14. “**Lot**” shall mean and refer to any subdivided parcel of land designated as a Lot or Lots

shown upon any recorded Subdivision map or plat of the Property. Lots are to be used for residential purposes only.

Section 15. “**Maintenance Fund**” shall have the meaning set forth in Article VI, Section 4.

Section 16. “**BAYWOOD PLACE**” shall mean all currently existing and future developments and/or Subdivisions generally known as “BAYWOOD PLACE” as reflected by the Map or Plat Records of Harris County, Texas, and as administered by the Association.

Section 17. “**Owner**” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or parcel of land which is a part of the Property, including executory contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 18. “**Property**” shall mean and refer to: (a) that certain real Property first hereinabove described as BAYWOOD PLACE, and (b) such additions thereto as may hereafter be brought or annexed within the jurisdiction of the Association.

Section 19. “**Public Streets**” shall mean the area indicated as being “Public Streets” on any recorded Subdivision map or plat of the Property.

Section 20. “**Recreational Area**” shall mean any area indicated as being the “Recreational Area” on any recorded Subdivision map or plat of the Property.

Section 21. “**Rules and Regulations**” shall mean and refer to the rules and regulations promulgated by the Association.

Section 22. “**Subdivision**” shall mean and refer to BAYWOOD PLACE and any additional Sections which may hereafter be brought within the scheme of this Declaration, by annexation or otherwise, pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

**ARTICLE II**  
**ARCHITECTURAL CONTROL**

Section 1. Architectural Control. No building, landscaping, improvements or fences, of any character shall be erected or placed or the erection thereof begun, or changes made in the design, color, materials, size or additions, remodeling, renovation or redecoration of any portion of the exterior of any improvement on a Lot before or after original construction, until the construction plans and detailed specifications and survey or original plot plans showing the location of the structure and/or improvements have been submitted to and approved in writing by the Committee, or its duly authorized representative, as to compliance with this Declaration, quality, type, and color of material, harmony of external design with existing and proposed structures and as to location with respect to topography, setbacks, and finish grade elevation. All new construction shall be in accordance with design guidelines which may hereafter be adopted by Declarant, Association design guidelines, City of Seabrook design criteria and/or this Declaration. The Committee shall be comprised of three (3) members. The initial members of the Committee shall be appointed by Declarant. If there exists at any time one or more vacancies in the Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies provided that Declarant, may from time to time, without liability of any character for so doing, remove and replace any such members of the Committee as it may in its sole discretion determine. Declarant, the Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. The Association shall indemnify and hold the members of the Committee harmless for any claims and shall insure them under the Association's Directors' and Officers' liability insurance policy. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, such plans shall be deemed to have been disapproved. Approval by Committee non-response shall not apply to any request which would (1) violate any setback or easement set out in



the Declaration or recorded plat(s), or (2) violate any express provision of this Declaration, such requests shall be deemed to be automatically disapproved. Declarant hereby retains its rights to assign all or part of the duties, powers and responsibilities of the Committee to the Association and its Board of Directors and the term "Committee" herein shall include the Association, as such assignee.

Anything contained in this Paragraph or elsewhere in this Declaration to the contrary notwithstanding, the Committee, and its duly authorized representatives, are hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Subdivision Lot and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of the Committee, or its duly authorized representative, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole.

The Committee may require the submission to it of such documents and items including as examples, but without limitation, written request for and description of the construction modification or variance requested, (plans, specifications, plot plans, surveys, and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for an approval, modification, or a variance. If the Committee shall approve such request, the Committee may evidence such approval, and grant its permission, only by written instrument, addressed to the Owner of the Lot(s), expressing the decision of the Committee describing (when applicable) the conditions on which the application has been approved (including as examples, but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved out

building), and signed by a majority of the then members of the Committee (or by the Committee's duly authorized representative).

Any request for a variance from the express provisions of this Declaration shall be deemed to have been disapproved for the purposes hereof in the event of either (a) Written notice of disapproval from the Committee; or (b) Failure by the Committee to respond to the request for variance within thirty (30) days. In the event the Committee or any successor to the authority thereof shall not then be functioning and/or the term of the Committee shall have expired and the Association shall not have succeeded to the authority thereof as herein provided, no variances from the Covenants of this Declaration shall be permitted it being the intention of Declarant, that no variances be available except at the discretion of the Committee, or if it shall have succeeded to the authority of the Committee in the manner provided herein, the Association. The Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

The Committee or Association may charge a reasonable fee for review of all Architectural Control Applications.

**Section 2. Minimum Construction Standards.** The Committee may from time to time promulgate an outline of minimum acceptable construction standards, provided, however, that such outline will serve as a minimum guideline and the Committee shall not be bound thereby. Any such minimum construction standards shall be equivalent to or exceed the City of Seabrook construction requirements.

**Section 3. No Liability.** Neither the Committee nor the Association or the respective agents, employees and Architects of each, shall be liable to any Owner or any other party for any loss, claim or demand asserted on account of the administration of this Declaration or the performance of the duties hereunder, or any failure or defect in such administration and performance. This Declaration can be altered or amended only as provided herein and no person is authorized to grant exceptions or make

representations contrary to the intent of this Declaration. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing such plans, specifications or standards will, if followed, result in a properly designed residential structure. Such approvals and standards shall in no event be construed as representing or guaranteeing any residence will be built in a good, workmanlike manner. The approval or lack of disapproval by the Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. The acceptance of a deed to a residential Lot by the Owner in the Subdivision shall be deemed a Covenant and agreement on the part of the Owner, and the Owner's heirs, successors and assigns, that the Committee, the Association, as well as their agents, employees and Committee architects, shall have no liability under this Declaration except for intentional misconduct.

Section 4. **Single Family Residential Construction.** No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises and no room(s) in the dwelling and no space in any other structure shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person. This provision shall not apply to any Recreation Areas or other Property designated for commercial development as shown on any plat(s) or map of the Property, or any amendment thereto.

Section 5. **Minimum Square Footage Within Improvements.** The living area on the ground floor of a main residential structure (exclusive of porches, garages and servants' quarters) shall be not less than one thousand three hundred fifty (1,350) square feet for one-story dwellings. The total living area for a multi-story dwelling shall be not less than one thousand seven hundred fifty (1,750) square feet. The Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances, which in its sole judgment such deviation would result in a more common beneficial use. Such approvals must be granted in writing and when given will become part of these restrictions to the extent of the particular Lot involved.

Section 6. **Exterior Materials.** Exterior materials must be pre-approved by the Committee. All permitted stucco shall be applied to a metal lathe with an appropriate air space between the stucco and the paper barrier. All brick, stonework, masonry material and mortar must be approved by the Committee as to type, size, color and application. Concrete steps, stoops or porches must be finished in brick, stone or masonry, unless otherwise approved by the Committee. No concrete, concrete block or cinder block shall be used as an exposed building surface. Any concrete, concrete block or cinder block utilized in the construction of a residential structure or for retaining walls and foundations shall be finished in the same materials utilized for the remainder of the residential structure. Metal flashing, valleys, vents and gutters installed on a residential structure shall blend or be painted to blend with the color of the exterior materials to which they are adhered or attached. Brick or stone on the exterior of a residential structure shall not be painted without the prior written consent of the Committee.

Section 7. **New Construction Only.** No building of any kind with the exception of lawn storage or children's playhouses (which shall require Committee approval), shall ever be moved onto any Lot within said Subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Committee.

Builder construction and sales trailers will be permitted during buildout of the Subdivision with the prior written consent of the Committee.

Section 8. **Roofs and Roofing Materials.** The roof of any residential structure shall be constructed or covered with (1) asphalt or composition type shingles in colors and weight which must first be approved by the Committee and/or (2) concrete or clay tile as approved by the Committee. Any other type of roofing material shall be permitted only at the sole discretion of the Committee.

Section 9. **Location of the Improvements Upon the Lot.** No building, structure, or other improvements shall be located on any Lot nearer to the front Lot line or nearer to the street sideline than the minimum building setback line shown on the recorded plat(s). No building, structure, or other improvement shall be located on any Lot nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to any interior Lot line with the exception of detached garages, where allowed, may have a three (3) foot side-yard building line. For the purposes of this Declaration, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon an easement, another Lot, or Landscape area.

Section 10. **Composite Building Site.** Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side Property lines rather than from the Lot lines shown on the recorded plat(s). Any such proposed composite building site(s) must be approved by the Committee.

No Lot shall be subdivided, or its boundary lines changed except with the prior written approval of the Association. Declarant, however, hereby expressly reserves the right to replat any Lot(s) owned by Declarant. Any such division, boundary line change, or re-platting shall not be in violation of the

applicable Subdivision and zoning regulations. No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

**Section 11. Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat(s) and no structure of any kind shall be erected upon any of said easements. Utility easements are for the distribution of electrical, telephone, gas, water, and cable service. In some instances, sanitary sewer lines are also placed within the utility easement. Utility easements are typically located along the rear Lot line, although, selected Lots may contain a side Lot utility easement for the purpose of completing circuits or distribution systems. Both the recorded plat(s) for the Subdivision and the individual Lot survey(s) should be consulted to determine the size and location of utility easements on a specific Lot. Generally, interior Lots contain a utility easement along the rear line. Perimeter Lots or Lots that back up to drainage facilities, pipeline easements, Property boundaries and non-residential tracts typically contain a utility easement. Encroachment of structures upon a utility easement is prohibited. Neither the Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the Owner located on the land within or affected by said easements.

**Section 12. Reservation of Easements.** Declarant expressly reserves for the benefit of all of the Property reciprocal easements for access, ingress and egress for all Owners to and from their respective Lots, for installation and repair of utility services; for encroachments of improvements constructed by Declarant and participating Builders or authorized by the Committee over the Property, for drainage of water over, across and upon adjacent Lots, and the Property resulting from the normal use of adjoining Lots or Property and for necessary maintenance and repair of any improvement. Such easements may be used by Declarant, its successors, purchasers, the Association, and all Owners, their guests, tenants and

invites, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot, or the Property as a whole.

Section 13. Garages. No garage on a lot with a residential dwelling shall ever be changed, altered or otherwise converted for any purpose inconsistent with the keeping / storage of a minimum of two (2) automobiles at all times. Conversion of any garage into living space is prohibited. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them. Detached garages are not permitted on Lots that back onto a Recreational Area. When the side of a Lot is exposed to a Recreational Area, a detached garage may be allowed provided that the garage is on the side of the Lot opposite the Recreational Area.

The garage portion of any model home may be used by Builders for sales purposes, storage purposes, or other related purposes; however, upon (or before) the sale of any such model home by a Builder to the first purchaser thereof, the garage portion of the model home shall be converted into a fully enclosed garage with operable garage doors.

Construction of any residential structures by the Builder consisting of only one (1) automobile garage, either attached or detached, requires written consent of the Committee.

Section 14. Landscaping. Installation of all landscaping must occur within thirty (30) days after completion of construction. Installation of landscaping, including materials and workmanship, must be in conformance with acceptable industry standards.

FRONT YARDS - ALL LOTS

Minimum planting bed and tree specifications include:

- a. All landscaping must be maintained in an attractive appearance and proper maintenance shall include;
  - (i) Adequate irrigation, automatic irrigation systems are encouraged;
  - (ii) Appropriate fertilization;

- (iii) Pruning;
- (iv) Mowing;
- (v) Weed control in lawns and planting beds;
- (vi) Seasonal mulching of planting beds;
- (vii) Insect and disease control; and
- (viii) Replacement of diseased or dead plant materials.

Section 15. **Underground Electric Service.** An underground electric distribution system may be installed in that part of BAYWOOD PLACE, which underground service area may embrace all Lots in BAYWOOD PLACE. The Owner of each Lot in the Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the Property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the Owner of each such Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 110/220 volt, three wire, 60 cycle, alternating current.

Section 16. **Housing Type.** The Subdivision is being developed for single-family residential dwellings of the usual and customary type, constructed upon the premises, designed to be permanently



located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling expressly excludes, without limitation, mobile homes and duplexes).

Section 17. **Grading and Drainage.** Each Lot shall be graded so that storm water will drain in accordance with the drainage plan for the subdivision, and not across adjacent Lots. The Committee must approve all exceptions.

Section 18. **Driveways and Sidewalks.** All driveways for each Lot shall be constructed of concrete, and paved with concrete, brick pavers, natural stone or unit masonry. Asphalt paving and/or white Portland cement are prohibited. Dirt, chert, gravel and/or loose stone driveways are prohibited. No driveway shall be painted or stained without prior written approval of the Committee. Driveways shall not exceed twenty feet (20') in width except as required for garage or porte cochere access or as otherwise permitted in writing by the Committee. All driveways on a Lot shall be properly maintained and repaired by the Owner of the Lot, at the Lot Owner's sole expense. The Board of Directors shall have the authority to determine whether a driveway on a Lot is being properly maintained in accordance with the standards of the Subdivision and the Board's reasonable, good faith determination shall be conclusive and binding on all parties. Upon being requested to do so by the Board and/or the Committee, the respective Owner shall make such repairs and/or maintenance as are necessary, within thirty (30) days of such request. All repairs and maintenance shall be of good quality materials and workmanship. Sidewalks or walkways are the responsibility of the property owner, and shall at all times be properly maintained.

Driveways should not be constructed over inlets or manholes. In instances where this is unavoidable, compliance with Municipal Utility District, County or City regulations, which may require inlet adjustment and/or elevation, will be necessary.

The use of circular drives is discouraged and will only be allowed by the Committee in instances where the width of the Lot is sufficient to accommodate such driveways while leaving a significant amount of green space. Under no circumstances may an entire front yard be paved as a driveway.

**Section 19. Outdoor Lighting.**

All outdoor lighting must conform to the following standards and be approved by the Committee:

- a. Floodlighting fixtures may be attached to the house or an architectural extension. Floodlighting shall not illuminate areas beyond the limits of the Property line.
- b. Ornamental or accent lighting is allowed but should be used in moderation and compliment the associated architectural elements.
- c. Moonlighting or up lighting of trees is allowed, but the light source must be hidden.
- d. Colored lenses on low voltage lights, colored light bulbs, fluorescent and neon lighting are prohibited.
- e. Mercury vapor security lights, when the fixture is visible from public view or from other Lots, are prohibited. Mercury vapor lights, when used for special landscape lighting affect (such as hung in trees as up and down lights) are permissible.

**Section 20. Walls, Fences and Hedges.** No **side and/or rear** fence, wall or hedge shall be less than six feet (6'), nor more than eight feet (8') in height from the grading plan for the Lot, except for street and perimeter fences erected by the Developer or the Association which may be up to eight (8) feet in height. Such side / rear walls, fences and/or hedges shall not be erected or maintained nearer to the front Lot line than the front of the residence thereon, nor on corner Lots nearer to the side Lot line than the building line parallel to the side street. All side or rear fences must be constructed of brick, wood, concrete, ornamental wrought iron, or masonry. Any wall, fence or hedge, except for Subdivision perimeter walls, and boulevard walls erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be the Lot Owner's responsibility to maintain said wall, fence or hedge thereafter. Association-owned fences may be sited on the lot line or boundary of a lot and the easement, or Public Street.

Fences **located in front of the home** may extend to the property line, shall not exceed four feet (4') in height, and shall be constructed in a manner and of such materials as not to create any substantial visible obstruction. Materials such as black wrought iron, wood or plastic pickets which are spaced at

least three inches (3') apart, and farm/ranch grade "goat & sheep wire" fences, properly and adequately supported by wood or plastic support beams and cap rail, are acceptable materials. The use of any other materials with regard to fences located in front of a home must be pre-approved by the Architectural Control Committee or the Association's Board of Directors. No landscaping, hedge, bush, vines, greenery or other vegetation shall be planted adjacent to such fences, in order that visual line-of-sight obstructions may be avoided. Property owners are responsible for obtaining all required permits from local, City and/or County permitting authorities prior to commencement of construction / installation of any such fence.

Section 21. **Lot Privacy Fences.** Wood fences, not less than six feet (6') high and no more than eight feet (8') in height, may be installed between all Lots and/or enclosing the rear yard on each lot. If installed, such wood fences shall be constructed "good neighbor style" (alternating panels).

Section 22. **Fence Maintenance.** All fences, except any boulevard masonry fences adjacent to streets erected by the Developer and as specifically required elsewhere, herein to be maintained by the Association, shall be maintained in good condition at all times by the Owner of the Lot. The Association is granted an easement over and across any lot upon which a fence or wall owned by the Developer or the Association is constructed for the purpose of maintenance or replacement.

Section 23. **Other Requirements.** Deeds for the sale of Lots within the Subdivision may contain more restricted provisions or additional requirements (such as by way of illustration, require larger building sizes, more brick or masonry siding or different types of building materials.), but such provisions shall apply only to the Lots being conveyed by such deeds and shall not further restrict usage or enlarge building requirements for any other Lots contained within the Subdivision and shall not in any way limit this Declaration or lessen the building size or standards contained herein, each of which shall be considered minimum requirements. Any such deeds must be approved in writing by the Committee.

Section 24. Disputes. In the event of any dispute arising under the provisions of this Article II, the Committee shall have full and complete authority in handling said dispute and the decision of the Committee shall be considered final, unless such decision of the Committee is appealed to the Board of Directors, whereby the decision of the Board of Directors shall then be considered final

### ARTICLE III

#### USE RESTRICTIONS

Section 1. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be, or may become, an annoyance or a nuisance to the neighborhood. No loud noises or noxious odors shall be permitted on the Property, and the Association shall have the right to determine if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles (including, but not limited to ATV's, 4 wheelers, dirt bikes) or other items which may unreasonably interfere with the peaceable enjoyment of any Lot by any Lot Owner in the Property, shall be located, used or placed on any portion of the Property or exposed to the view of other Lot Owners without the prior written approval of the Association. No television, sound or amplification system or other such equipment shall be operated at a level that can be heard outside of the building in which it is housed.

Section 1(a). The upkeep of grass and landscaping around residences impacts the overall appearance and property values of the entire community. The following conditions are deemed to be noxious and/or offensive:

1. Grass and/or weeds allowed to grow to a height greater than six (6) inches;
2. Any plantings, including grass, allowed to grow more than three (3) inches beyond the designed edge of the grass onto an adjacent sidewalk, driveway, or curb;

3. Failure to maintain and weed flower beds; failure to remove dead shrubs, trees, or tree limbs; failure to trim and maintain bushes, vines and/or other plants;
4. Failure to water flora during the growing season, to the extent that the front lawn becomes brown and/or dies, unless there is a declared water shortage and limited watering allowed;
5. Any hedge, shrub, tree, or other plant which obstructs the line of sight of streets or roadways and/or which interferes with the line of sight of any vehicular traffic;
6. Any hedge, shrub, tree, or other plant which blocks a roadway or walkway located within the subdivision below ten feet (10') above the ground;
7. Any landscaping installed, planted or located in such a manner that the drainage from the lot is altered or directed onto adjacent lots or property, unless a specific recorded easement exists for such purpose;
8. Playground equipment, including but not limited to play houses and swing sets, stored or situated in public view.

Section 1(b). The upkeep of the exterior of improvements on the lots impacts the overall appearance and the property values of the entire community. The following conditions shall be considered to be noxious or offensive:

1. Rain gutters, downspouts, shutters, fascia boards, window screens, window trim, garage doors, patio covers, fences and decks, which are sagging, falling, rotten, worn, or otherwise deteriorated;
2. Broken or cracked concrete driveways and/or sidewalks;
3. Oil, grease, rust, or similar stains on driveways or walkways;
4. Broken windows, privacy fences, gas lights;
5. Windows and window coverings not maintained in a neat and attractive manner;
6. Roofs with missing, curled, deteriorated and/or discolored shingles or tiles;
7. The accumulation of excessive mildew / algae on any structure in public view;
8. The accumulation of excessive leaves and/or other tree debris on lawns and/or roofs;
9. Failure to restore weathered, faded, or peeling exterior paint;
10. Storage of personal items, materials and/or debris in public view, in front of or on the side of the residence, in front of the garage, or in the entryway or on the driveway;
11. Allowing outside lighting fixtures to be placed in such a manner as to excessively illuminate adjacent properties;
12. Placement or installation of a window or wall-type air conditioner in any location which is visible from any street;
13. Failure to maintain basketball goals and basketball goal netting; and
14. Using any portion of a residential lot, other than a driveway or garage, for the parking of any vehicle negatively impacts the overall appearance and the property values of the entire community. It is considered to be noxious and offensive for any vehicle to be parked at any time on a residential lot in any area other than on a paved driveway or within a garage. Boats, trailers, motor-homes, recreational vehicles, campers, semi-truck tractors, construction trailers, or any kind of similar vehicles may not be parked for more than 72 hours during any consecutive 7 days on any street or any portion of a lot viewable from the street.

Section 2. Use of Temporary Structures or Outbuildings. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or

children's playhouses which have received Committee approval, without obtaining the prior written approval of the Committee.

Provided the express written consent of the Committee is secured prior to installation and placement on a Lot, one (1) lawn storage building and/or one (1) children's playhouse. The storage building shall be limited in maximum height to ten (10) feet from ground to highest point of the structure and comprise no more than one hundred, twenty (120) square feet each. The structure may only be placed on a Lot behind the main residential structure. In no case can the outbuilding be placed in a utility easement; within five feet of side Property line; nor ten feet of the rear Property line. Additionally, no outbuilding structure of any type is permitted unless the specific Lot involved is completely enclosed by fencing. Otherwise, no outbuilding or temporary structure of any kind shall ever be moved onto or erected on any Lot. See Article III, Section 8 for specifications regarding playhouses and play structures. It is intended hereby that, unless otherwise specifically approved, only new construction shall be placed and erected on any Lot within the Property.

Builder construction and sales trailers will be permitted during buildout of the Subdivision with the prior written consent of the Committee.

**Section 3. Automobiles, Boats, Trailers, Recreational Vehicles and Other Vehicles.** No motor vehicle may be parked or stored on any part of any Lot, easement, street right-of-way or in the street adjacent to any Lot, easement, right-of-way:

- a. Such vehicle does not exceed either six feet six inches in height, and/or seven feet six inches in width and/or twenty-one feet in length; and
- b. Such vehicle is concealed from public view inside a garage or other approved enclosure on only the Owner's Lot.

Only passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreation vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed covers are permitted provided that they are:

- (a) In operating condition;
- (b) Have current license plates and inspection stickers;
- (c) Are in daily use as motor vehicles on the streets and highways of the State of Texas; and,
- (d) Do not exceed either six feet six inches in height, and/or seven feet six inches in width and/or twenty-one feet in length.

No non-motorized vehicle, trailer (other than a boat trailer), aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, driveway, easement, street right-of-way, or in the street adjacent to such Lot, easement, street right-of-way, unless such object is concealed from public view inside a garage or other approved enclosure on the Owner's Lot. The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure or other improvement approved by the Committee.

No one shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck, tractor or tractor trailer, and/or any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board of Directors), or any recreational vehicle (camper unit, motor home, truck, trailer, mobile home or other similar vehicle deemed to be a nuisance by the Association).

No one shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any street, driveway, or Lot, except for repairs to the personal vehicles of the residents and provided such personal vehicle repairs do not cause excessive noise or disturb the neighbors at unreasonable hours of the night.

This Restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

No vehicle shall be parked on streets or driveways so as to obstruct ingress or egress by other Owners, their families, guests and invites or the general public using the streets for ingress and egress in the

Subdivision. The Association may designate areas as fire zones, or no parking zones or guest parking only zones. The Association shall have the authority to tow any vehicle parked or situated in violation of these Restrictions or the Association rules, the cost to be at the vehicle owner's expense.

No motor bikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated in the Subdivision, if, in the sole judgment of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of any Owner, his tenants, and their families. The Association may adopt rules for the regulation of the admission and parking of vehicles within the Subdivision, and adjacent street rights-of-way, including the assessment of charges and fines to Owners who violate, or whose invites violate, such rules after notice and hearing. If a complaint is received about a violation of any part of this section, the Association will be the final authority on the matter.

Section 4. **Advertisement and Garage Sales.** The Association shall have the right to make rules and regulations governing and limiting the advertisement of and holding of garage sales.

Section 5. **Air Conditioners.** No window or wall type air conditioner shall be installed, erected, placed, or maintained on or in any building without prior written permission of the Committee.

Section 6. **Window and Door Coverings.** No aluminum foil or similar reflective material shall be used or placed over doors or on windows. Exterior door coverings, such as decorative glass doors, solar screens and storm doors shall not be used or placed over doors or on windows without obtaining the prior written consent of the Committee.

Section 7. **Unightly Objects.** No unsightly objects which might reasonably be considered to give annoyance to neighbors of ordinary sensibility shall be placed or allowed to remain on any yard, street or driveway. The Association shall have the sole and exclusive discretion to determine what constitutes an unsightly object.



Section 8. **Pools and Playground Equipment.** No above ground pools are permitted at all on any Lots. Playhouse or fort style structures or pool ancillary structures are limited to a maximum overall height of fourteen (14) feet and an above ground grade deck maximum height of four (4) feet. The intent of this provision is to offer optimum private enjoyment of adjacent properties. Additionally, playground equipment of any type or amenity structures of any type are permitted only (i) when the specific Lot involved is completely enclosed by fences; and (2) if prior Committee approval has been obtained.

Section 9. **Mineral Operation.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. **Animal Husbandry.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and that no more than two (2) of any particular breed shall be allowed per household. No Owner shall allow any pets to become a nuisance by virtue of noise, odor, dangerous proclivities, excessive pet debris or unreasonable numbers of animals. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from Lot, pets must be on a leash at all times. It is the pet Owner's responsibility to keep the Lot clean and free of pet debris and to keep pets from making noise which disturbs neighbors. Pet Owners shall not permit their pets to defecate on other Owners' Lots, on Landscape Areas, Recreational Areas or on the streets, curbs or sidewalks.

Section 11. **Visual Obstruction at the Intersection of Public Streets.** No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street Property lines and a line connecting them at points twenty

five (25) feet from the intersection of the street Property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 12. **Lot and Building Maintenance.** The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, weed free and shall edge curbs that run along the Property lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. All fences and buildings (including but not limited to the main residence and garage if any, which have been erected on any Lot shall be maintained in good repair and condition, by Owner, and Owner shall promptly repair or replace or repair or restrain the same in the event of partial or total destruction or ordinary deterioration, wear and tear. Each Owner shall maintain in good condition and repair all structures on the Lot including, but not limited to, all windows, doors, garage doors, roofs, siding, brickwork, stucco, masonry, concrete, driveways and walks, fences, trim, plumbing, gas and electrical. By way of example, not of limitation, wood rot, damaged brick, fading, peeling or aged paint or stain, mildew, broken doors or windows, rotting or falling fences shall be considered violations of this Declaration, which the Owner of a Lot shall repair or replace upon Association demand. The drying of clothes in full public view is prohibited. All walks, driveways, carports and other areas shall be kept clean and free of debris, oil or other unsightly matter. The Association shall be the final authority of the need for maintenance or repair. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. No waste materials shall be dumped or drained onto any Lot nor other area within the neighborhood. 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. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garbage, trash or rubbish of any kind thereon be permitted. Burning of trash, garbage, leaves, grass or anything else will not be permitted. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable approved enclosure on the Lot.

In the event of default on the part of the Owner or Owners of any Lot in observing the above requirements or any of them, such default continuing after Association has served ten (10) days written notice thereof, being placed in the U. S. Mail without the requirement of certification, then Association, by and through its duly authorized agent may, without liability to the Owner or Occupant in trespass or otherwise, enter upon said Lot and cut the grass, edge and weed the lawn, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration so as to place said Lot in a neat, attractive, healthful and sanitary condition. The Association may charge the Owner or Occupant of such Lot for the cost of such work. The Owner or Occupant, as the case may be, agrees by the purchase or occupancy of a Lot to pay for such work immediately upon receipt of a statement thereof. In the event of failure by the Owner or Occupant to pay such statement within fifteen (15) days from the date mailed, the amount thereof may be added to the annual maintenance charge provided for herein and the collection of such additional maintenance charge shall be governed by Article VI of this Declaration.

Section 13. Signs, Advertisements, Billboards. Except for signs owned by Builders or Developer advertising lots or their model homes during the period of original construction and home sales, no sign,

poster, advertisement or billboard or advertising structure of any kind other than one normal "For Sale" sign, not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said Subdivision nor be placed on any adjacent Lot or Recreational Area. Owner shall also have the right to maintain on their Lot not more than two (2) signs not to exceed five (5) square feet each advertising a political candidate in any local, state, or Federal election. These political advertisement signs may be maintained for thirty (30) days prior to the election and must be removed within ten (10) days after the election. The Association will have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing, shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

This provision shall not apply to Association or Developer project identity signs, nor Association signs for recreation rules or Association informational signs.

**Section 14. No Business or Commercial Use.** Subject to the provisions of this Declaration and the Association By-Laws, no part of the Property may be used for purposes other than single-family residential housing and the related common purposes for which the Property was designed. Each Lot and structure shall be used for single family residential purposes or such other uses permitted by this Declaration, and for no other purposes. No Lot or structure shall be used or occupied for any business, commercial trade or professional purpose or as a church either apart from or in connection with, the use thereof as a residence, whether for profit or not. No lot shall be used for hotel, transient nor short-term rental purposes. Properties shall not be rented / leased for any period less than six consecutive calendar months. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit an Owner from:

- (1) Maintaining a personal professional library;
- (2) Keeping personal business or professional records or accounts; or

- (3) Handling personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions, provided such activity is not apparent by sight, sound or smell or such outside the Lot and does not involve visitation to the Lot by customers, suppliers or other business invitees.

Section 15. **Holiday Decorations.** Exterior Holiday decorations may be installed thirty (30) days prior to the Holiday and must be removed fifteen (15) days after the holiday. Holiday decorations shall not be so excessive as to cause a nuisance to neighborhood residents. The Association shall have the sole and exclusive authority to decide if holiday decorations are causing a nuisance.

Section 16. **Visual Screening on Lots.** The drying of clothes in public view is prohibited.

All yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets, Landscape Areas or other Property.

Section 17. **Antennas, Satellite Dishes and Masts.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of internet, television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any Lot, which are visible from any street, 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. In no event are the following devices permitted: (1) satellite dishes, which are larger than forty (40) inches 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 antennas, aerials satellite dishes, or other apparatus shall be permitted, placed, allowed or maintained upon any Lot, which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time; this section shall be interpreted to be as restrictive as possible,

while not violating the Act. The Committee may promulgate Architectural Guidelines, which 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.

**Section 18. Drainage and Septic Systems.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserved for itself and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow, provided, the exercise of such easement shall not materially diminish the value or interfere with the use of any portion of the Property without the consent of the Owner thereof. Septic tanks and drain field, other than those installed by or with the consent of the Declarant, are prohibited within the Property. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer or storm drain or Landscape Areas within the Property.

**Section 19. Fireworks and Firearms.** The discharge of fireworks or firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-laws of the Association, the Association shall not be obligated to take action to enforce this Section.

**Section 20. On-Site Fuel or Chemical Storage.** No on-site storage of gasoline, heating or other fuels or chemicals shall be permitted on any part of the Property except that up to five (5) gallons of fuel in approved containers may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

ARTICLE IV

**BAYWOOD PLACE PROPERTY OWNERS ASSOCIATION, INC. (“Association”)**

Section 1. **Purpose.** The purpose of the Association shall be to provide for maintenance, preservation and architectural control of the residential Lots within its Subdivision, including any Recreational Areas and property later acquired or otherwise owned by the Association, if any.

Section 2. **Membership and Voting Rights.** Every Owner of a Lot in BAYWOOD PLACE whose Lot is subject to a maintenance charge Assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership per residence.

Section 3. **Non-Profit Corporation.** The Association, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. **By-Laws.** The Association may make whatever by-laws and/or other rules, regulations and/or guidelines as it may choose to govern the organization and the overall appearance of the community; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. **Ownership Information.** The Owner is required at all times to provide the Association with written notice of proper mailing information should it differ from the Property address relative to ownership. Further, when an alternate address exists, Owner is required to render notice of tenant, if any, or agency, if any, involved in the management of said Property. The Owner is required and obligated to maintain current information with the Association or its designated management company at all times.

Section 6. **Inspection of Records.** The members of the Association shall have the right to inspect the books and records of the Association at reasonable times for any proper purpose during normal business hours, in accordance with the requirements of the Texas Property Code, and Texas Business Organizations Code.

#### ARTICLE V

##### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

Section 2. **Classes of Voting Membership.** The Association shall have two classes of voting membership;

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

Class B. The Class B member(s) shall be Declarant, or their successors or assigns and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier in time:

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership including duly annexed areas; or
- (2) on January 1, 2030.

Section 3. **DEVELOPER CONTROL.** SECTIONS 1 AND 2 OF ARTICLE V



NOTWITHSTANDING, AND FOR THE BENEFIT AND PROTECTION OF THE LOT OWNERS AND ANY FIRST MORTGAGES OF RECORD FOR THE SOLE PURPOSE OF INSURING A COMPLETE AND ORDERLY BUILDOUT OF BAYWOOD PLACE AND ALL ANNEXATIONS THERETO, AS WELL AS A TIMELY SELLOUT OF ALL OF THE PROPERTY, THE DECLARANT WILL RETAIN CONTROL OF AND OVER THE ASSOCIATION UNTIL THE EARLIER TO OCCUR OF (I) JANUARY 1, 2030; OR (II) WHEN IN THE SOLE OPINION OF THE DECLARANT, BAYWOOD PLACE, INCLUDING ALL ANNEXATIONS THERETO, BECOMES VIABLE, SELF-SUPPORTING AND OPERATIONAL (THE “DEVELOPER CONTROL PERIOD”). IT IS EXPRESSLY UNDERSTOOD, THE DEVELOPER WILL NOT USE SAID CONTROL FOR ANY ADVANTAGE OVER THE OWNERS BY WAY OF RETENTION OF ANY RESIDUAL RIGHTS OR INTEREST IN THE ASSOCIATION AFTER THE TERMINATION OF THE DEVELOPER CONTROL PERIOD OR THROUGH THE CREATION OF ANY MANAGEMENT AGREEMENT WITH A TERM LONGER THAN ONE (1) YEAR AFTER THE TERMINATION OF THE DEVELOPER CONTROL PERIOD, WITHOUT MAJORITY ASSOCIATION APPROVAL. THE DEVELOPER SHALL BE AUTHORIZED TO CALL ANNUAL MEETINGS OF THE ASSOCIATION. AT THE END OF THE DEVELOPER CONTROL PERIOD, THE DEVELOPER, THROUGH THE ASSOCIATION, SHALL CALL THE FIRST ANNUAL MEETING OF THE ASSOCIATION SUBSEQUENT TO THE END OF THE DEVELOPER CONTROL PERIOD.

#### ARTICLE VI

##### ANNUAL MAINTENANCE ASSESSMENTS (“Assessments”)

Section 1. **The Maintenance Fund.** All funds collected as hereinafter provided for the benefit of the Association from the regular and/or special maintenance charges, for capital improvements, shall constitute and be known as the “Maintenance Fund”. The Assessments levied by the Association shall be used to promote the recreation, health and welfare of the residents in the Property and for the improvement

and maintenance and acquisition of property to be owned by the Association and easements, for the operation of the Association and for enforcement of the provisions of this Declaration. The responsibilities of the Association may include, by way of example, but without limitation, at its sole discretion, any and all of the following: maintaining, repairing or replacing parkways, streets, curbs, perimeter fences, esplanades, maintaining repair or replacing of the walkways, steps, entry gates, or fountain areas, Landscape Areas, project identity signs, landscaping if any; maintaining rights-of-way, easements, esplanades and other public areas, if any; construction, installation, and operation of street lights; purchase and/or operating expenses of recreation areas, pools, playgrounds, clubhouses, tennis courts, jogging tracks and parks, if any, collecting garbage, insecticide services; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and Assessments, Covenants, Restrictions, and conditions affecting the Property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and Assessment; employing policemen and watchmen; employing Certified Public Accountants and Property management firms, attorneys, porters, lifeguards, or any type of service deemed necessary or advisable by the Association, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the Property in the Subdivision neat and in good order, or to which is considered of general benefit to the Owners or occupants of the Property. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

The Association shall also annually prepare a reserve budget to consider the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Association shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by

annual Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board of Directors and included within and distributed with the applicable budget and notice of Assessments.

**Section 2. Creation of the Lien and Personal Obligation of Assessments.** Each Lot in the Property is hereby subjected to the annual maintenance charge as set out in this Article, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Assessments or charges; (2) Special Assessments for such Assessments to be established and collected as hereinafter provided; and (3) any charge back for costs, fees, expenses, attorney's or other charges incurred by the Association in connection with enforcement of these Declarations, the Association By-Laws, or Rules and Regulations. The Assessments and Special Assessments and charge backs, together with the interests, costs, late charges, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Property against which such Assessments are made. All such Assessments as to a particular Property, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the Assessments fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

**Section 3. Payment of Assessments.** The Assessments shall be paid by the Owner or Owners of each Lot in the Association, in annual installments. The annual periods for which maintenance charges shall be levied shall be January 1 through December 31, with payment being due by January 1, of each year. The rate at which each Lot shall be assessed as to the Assessment shall be determined annually, shall be billed in advance, shall be due and payable in advance and may be adjusted from year to year by the Board of Directors of the Association as the needs of the Subdivision may, in the judgment of the Association, require; provided that such Assessments shall be uniform for all residential lots. The Association's

Assessments, annual and special herein above described may be increased by majority vote of its members at a meeting duly called for that purpose.

**Section 4. Assessments.** Until January 1, 2021 the maximum annual Assessment shall be TWELVE HUNDRED DOLLARS (\$1200.00) per Lot, per annum. From and after January 1, 2025, the maximum annual assessment may be increased each year not more than ten percent (10%), cumulative, above the maximum Assessment for the previous year without a vote of the membership. The Association may, at its discretion, accumulate and assess the increase in a later year(s). The maximum annual Assessment may be increased above the ten percent (10%) increase described above only by approval of at least two-thirds (2/3) of the members in the Association present and voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present. The Association may fix the annual Assessment at an amount not in excess of the maximum.

- (a) **Transfer Fees.** The Association may charge a fee for transfer of ownership of a Lot, excluding conveyances from the Declarant to original Builders to original Owners. The fee shall be set by the Board of Directors but shall not exceed one fourth (1/4) of the annual Assessment.
- (b) **Commencement Date.** The commencement date for annual Assessments shall be determined by the Declarant and shall not be a date prior to the issuance of an occupancy permit for each developed Lot.

**Section 5. Special Assessments.** In addition to the Assessments authorized above, the Association may levy, in any Assessment year, a Special Assessment applicable to the current year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon property owned by the Association, items of general benefit to the neighborhood, streets, curbs, storm sewers, sidewalks, Recreational Areas, including fixtures and personal property related thereto, or for any other purpose approved by the membership, provided any such

Assessment shall have the approval of at least two-thirds (2/3) of the votes of those members who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present.

Section 6. Notice and Quorum. Notice of any membership meeting called for the purpose of increasing the maximum annual Assessment or raising any Assessment or Special Assessment, shall be provided to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At any such meeting, the presence of members or of proxies entitled to cast at least ten percent (10%) percent of all the votes of both classes of membership shall constitute a quorum.

Section 7. Rate of Assessment. Developed Lots in BAYWOOD PLACE shall commence to bear their applicable maintenance fund assessment upon the issuance of an occupancy permit for the home located on such respective Lot. All developed Lots for which an occupancy permit has been issued shall be subject to the Assessments determined by the Association in accordance with the provisions hereof. Developed Lots in BAYWOOD PLACE which are owned by the Developer shall be assessed at one-quarter (1/4) of the annual Assessment. Subject to Section 4 of this Article VI, the rate of Assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable Assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 8. Effect of Nonpayment of Assessments. Any Assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum as may be revised from time to time by the Board of Directors. The Association may in addition charge a late charge for Assessments paid more than fifteen (15) days after the due date. The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the liens against the Property. Interest, costs, late charges and attorney's fees incurred in any such collection action shall be added to the amount of such Assessment or charge. An Owner, by his acceptance of a deed to a Lot, hereby expressly

vests in the Association and its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for enforcement of such liens, including, specifically, non-judicial foreclosure pursuant to Article 51.002 of the Texas Property Code and each such Owner expressly grants to the Association a power of sale in connection with said lien. The Association shall have the right and power to appoint a trustee (the "Trustee") to act for and in behalf of the Association to enforce the lien. The lien provided for in this section shall be in favor of the Association for the benefit of all Lot Owners. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Harris County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Harris County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and,

third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder. The Association shall also have the right to maintain a deficiency suit in the event the sale proceeds are less than the amount of assessments, interest, late fees, attorney's fees, and costs incurred by or owed to the Association.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any Assessment, the Association may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the right of such nonpaying Owner to use any or all Recreation Areas or, if any, in such manner as the Association deems fit or appropriate and/or suspend such other rights as may be suspended in accordance with State and/or Federal laws.

It is the intent of the provisions of this Section to comply with the provisions of Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of any amendment of said Section 51.002 of the Code hereafter, this Declaration shall be deemed to be automatically amended and restated so as to be in compliance with the terms of the Texas Property Code, as amended.

No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** To secure the payment of the Maintenance Fund all annual and Special Assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) a vendor's lien and a contract lien for benefit of the Association, said liens to be enforceable as set forth in Article VI hereof

by the Association on behalf of such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the request of the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge or regular Assessments or Special Assessments accrued and unpaid prior to foreclosure of any such vendor's lien or construction lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes. The sale or transfer of any Lot pursuant to purchase money or construction loan mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. Mortgagees are not required to collect Assessments. Failure to pay Assessments does not constitute a default under an insured mortgage.

**Section 10. Date of Commencement of Annual Assessments Due Dates.** The Assessments provided for herein shall commence as of July 1, 2020, with the understanding that no assessment shall be assessed against a lot until such time as an occupancy permit has been issued with respect to such Lot, and which assessment shall at such time be adjusted according to the number of months remaining in the (then) current calendar year. The Association shall fix the amount of the Assessment against each Lot at least thirty (30) days in advance of each Assessment period. Written notice of the Assessment shall be provided to every Owner subject thereto. The payment dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed



by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

#### ARTICLE VII

##### INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association, or its duly authorized agent, shall have the authority to obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on any or all properties owned by the Association, as well as all properties described within any "Joint Use Agreement" or similar agreement wherein the Association and/or its members may be granted access to properties not owned by the Association, either by way of contract, easement or otherwise.

The Association shall have no insurance responsibility for any part of any Lot nor the improvements thereon.

The Board of Directors may also obtain a general liability policy covering any and all property owned by the Association, as well as all properties described within any "Joint Use Agreement" or similar agreement wherein the Association and/or its members may be granted access to properties not owned by the Association, either by way of contract, easement or otherwise, insuring the Association and its members for all damage or injury caused by the negligence of the Association or any person for whose acts the Association is held responsible. Premiums for all insurance policies maintained by the Association shall be an expense shared by all Owners, subject to the right of the Association to seek reimbursement for all or a portion of such expenses pursuant to this Declaration.

Insurance policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance satisfies the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the

absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. All insurance coverage obtained by the Association shall be governed by the following provisions:

- (a) All policies shall be written with a company, authorized to do business in Texas which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonable available, or, if not available, the most nearly equivalent rating which is available;
- (b) All policies on property owned by the Association shall be for the benefit of the Association and its members and shall be written in the name of the Association or for the benefit of the Association;
- (c) Exclusive authority to adjust losses under policies covering the Association shall be vested in the Association;
- (d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees;
- (e) All Property insurance policies shall have an agreed amount endorsement, if reasonably available; and
- (f) The Association shall use reasonable efforts to secure insurance policies that will provide the following:
  - (i) a waiver of subrogation by the insurer as to any claims against the Association and its Board of Directors, officers, employees and managers, the Owner and occupants of Lots and their respective tenants, servants, agents, and guests;
  - (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

- (iii) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;
- (iv) a statement that no policy may be canceled, invalidated suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;
- (v) a statement that any "other insurance" clause in any policy exclude individual Owner's policies from consideration; and
- (vi) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the insurance described above, the Association may (but shall not be obligated to) obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, Directors' and Officers' liability coverage, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, and flood insurance covering structures on any property owned by the Association, if reasonably available. The amount of fidelity coverage shall be determined in the directors' best business judgment, but, if reasonably available, may not be less than one-sixth (1/6) of the annual Assessments on all Lots, plus Reserves on hand. Bonds shall contain a waiver or all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. By taking title to a Lot subject to this Declaration, each Owner covenants and agrees with all other Owners and with the Association that such Owner shall carry

homeowners insurance on the Lot(s) and structures constructed thereon including (a) liability coverage, (b) property damage liability insurance plus fire and extended coverage for full replacement value, and (c) flood insurance coverage. Each Owner further covenants and agrees that in the event of loss or damage to the structures comprising his Lot, the Owner shall either: (a) proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved by the Committee; or (b) clear the Lot of all damaged structures, debris and ruins and thereafter maintain the Lot in a neat and attractive, landscaped condition consistent with the requirements of the Committee and the Board of Directors.

**Section 3. Damage and Destruction.**

- (g) Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.
- (h) Any damage or destruction to property owned by the Association shall be repaired or reconstructed unless the members of the Association representing at least seventy-five (75%) percent of the total Class "A" vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the

period shall be extended until such funds or information shall be made available; provided, however such extension shall not exceed sixty (60) additional days. Except as expressly provided herein, no mortgagee shall have the right to participate in the determination of whether the damage or destruction to Property of the Association shall be repaired or reconstructed.

Section 4. **Disbursement of Proceeds.** If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, shall be disbursed in payment of such payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction, or if no repair or reconstruction is made, any proceeds shall be retained by and for the benefit of the Association.

#### ARTICLE VIII

##### NO PARTITION

Section 1. **No Partition.** Except as is permitted in the Declaration or amendments thereto, no Person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Association from acquiring and disposing of tangible personal property nor from acquiring title to real Property which may or may not be subject to this Declaration. No individual Lots may be partitioned or subdivided in any manner.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. **Enforcement.** The Association and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner

to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **Severability.** Invalidation of any one of these Covenants or Restrictions by judgment or court order shall not affect any other provision or provisions which shall remain in full force and effect.

Section 3. **Texas Property Code.** The Association shall have all of the rights provided under Chapter 204 and Chapter 209 of the Code or any amended or successor statute.

Section 4. **Owner's Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to all Recreation Areas which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any Recreational Area;
- (b) The right of the Association to suspend the voting rights and right to use of any or all Recreational Areas by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations;
- (c) The right of the Association to collect and disburse those funds as set forth in Article VI.

Section 5. **Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property, or any portion thereof.

Section 6. **Delegation of Use.** Any Owner may delegate in accordance with the By-Laws of the

Association his right of enjoyment to any Recreational Area or facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 7. **Amendment.** This Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first five (5) year period by an instrument signed by the Developer to modify and clarify any provision of this Declaration in any manner not inconsistent with the residential character of the Property and/or purpose of this Declaration. This Declaration may be amended thereafter by an instrument signed by those Owners owning not less than sixty seven percent (67%) of the Lots within BAYWOOD PLACE. No person shall be charged with notice of any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

Section 8. **Dissolution.** If the Association is dissolved, the assets shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes.

Section 9. **Books and Records.** The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member for any proper purpose. The Articles of Incorporation, By-Laws of the Association, and this Declaration shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

Section 10. **Interpretation.** If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 11. **Omissions.** If any punctuation, word, clause, sentence or provision necessary to give

meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

**Section 12. Additional Requirements.** So long as required by the Federal Home Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven (67%) percent of the first mortgagees or members representing at least sixty-seven (67%) percent of the total Association vote entitled to be cast thereon consent, the Association shall not:

- (a) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (A decision, including contracts, by the Board of Directors or provisions of any Declaration subsequently recorded on any portion of the Property regarding Assessments annexed or other similar areas shall not be subject to this provision where such decision or subsequent Declaration is otherwise authorized by this Declaration);
- (b) by act or omission change, waive, or abandon any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);
- (c) fail to maintain insurance, as required by this Declaration; or

**Section 13. No Priority.** No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of such Property.



Section 14. **Notice to Association.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 15. **Amendment by Board of Directors.** Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Association, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 16. **Applicability of Article XI.** Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, By-Laws, or Texas Law for any of the acts set out in this Article.

Section 17. **Failure of Mortgagee to Respond.** Any Mortgagee who receives a written request from the Board of Directors to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 18. **ANNEXATION.** ADDITIONAL RESIDENTIAL PROPERTY, OR COMMERCIAL PROPERTY AND/OR COMMON AREA MAY BE ANNEXED TO THE PROPERTY OR INCORPORATED INTO THE ASSOCIATION WITH THE CONSENT OF THE BOARD OF DIRECTORS AND THE ASSOCIATION OR BY THE DECLARANT, WITHOUT APPROVAL BY THE MEMBERSHIP.

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EXECUTED this the 1st day of October, 2021.

DEVELOPER:

DELTA VEE REALTY-TWO, LLC, a Texas limited liability corporation

By: Michael B. Valentine, its Manager

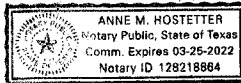
By: *Michael B. Valentine*  
Michael B. Valentine, Manager

STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared Michael B. Valentine, Manager of DELTA VEE REALTY-TWO, LLC, a Texas limited liability corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said entity and in the capacity therein stated.

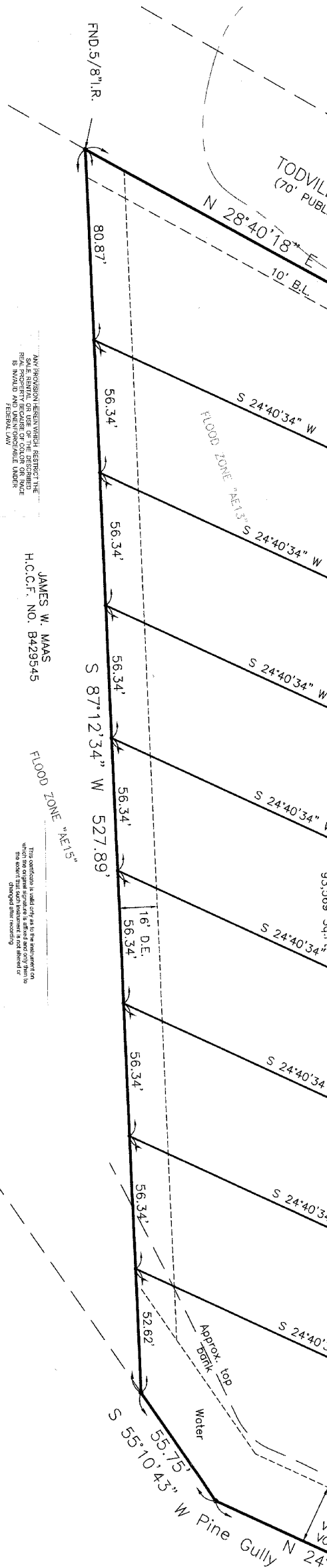
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of October, 2021.

*Anne M. Hostetter*  
Notary Public, State of Texas



RP-2021-566538

Exhibit "A"  
PLAT OF BAYWOOD PLACE



ANY PROVISION HERETOFORE RESTRICTING THE REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

JAMES W. MAAS  
H.C.C.F. NO. 8429545

This certificate is valid only as to the measurement on which the original signature is affixed and only when the actual measurement is taken in the field in the presence of the surveyor.

STATE OF TEXAS  
COUNTY OF HARRIS

WE, DELTA VEE REALTY-TWO, LLC, OWNERS OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF BAYWOOD PLACE, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID DELTA VEE REALTY-TWO, LLC ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS HEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION BAYWOOD PLACE AND DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER EXCEPT WHERE NOTED ON THE MAP FOR PRIVATE STREET; AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND MYSELF, MY SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE OF LAND SO DEDICATED.

THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBTSTRUCTED AERIAL EASEMENT FIVE FEET WIDE FROM A PLANE 20 FEET ABOVE THE GROUND UPWARD LOCATED ADJACENT TO EACH SIDE OF ALL UTILITY EASEMENTS SHOWN HEREON.

I, DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND 25 FEET WIDE ON EACH SIDE OF ANY AND ALL GULCHES, RAINWATER DRAINS, SLAUGHS, OR OTHER NATURAL DRAINAGE COURSES FOR SHOWN LOCATED IN OR ADJACENT TO SAID SUBDIVISION AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING THE CITY OF SEABROOK AND/OR ANY OTHER PUBLIC AGENCY THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTING AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURES.

FURTHER, I HEREBY RELINQUISH ALL RIGHTS OF ACCESS TO ALL MAJOR OR LARGER STREETS OR HIGHWAYS SHOWN HEREON EXCEPT BY WAY OF THE PLATTED STREETS SHOWN.

I CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLETS WITH ALL THE CITY OF SEABROOK'S ORDINANCES INCLUDING THE SUBDIVISION ORDINANCE AND COMPREHENSIVE ZONING ORDINANCE.

IN TESTIMONY WHEREOF, THE DELTA VEE REALTY-TWO, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY Michael V. Valles ITS Manager THIS 21<sup>st</sup> DAY OF February, 2020.

DELTA VEE REALTY-TWO, LLC

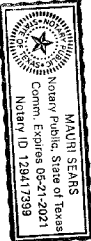
BY: Michael V. Valles

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Michael V. Valles WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21<sup>st</sup> DAY OF February, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



MY COMMISSION EXPIRES: 5-21-2021

I, DIANE TRAUTMAN, 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 February 24, 2020, AT 2:38 O'CLOCK P.M., AND DULY RECORDED ON February 25, 2020, AT 9:26 O'CLOCK A.M., AND AT FILM CODE NUMBER 690897 OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

DIANE TRAUTMAN

DEANE TRAUTMAN  
COUNTY CLERK  
OF HARRIS COUNTY, TEXAS

BY: L. L. Craig  
CHRISTINA GORDA  
DEPUTY



WE, DIRECTOR OF PUBLIC WORKS AND CITY ENGINEER FOR THE CITY OF SEABROOK, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLETS WITH THE CITY OF SEABROOK'S SUBDIVISION ORDINANCE AND COMPREHENSIVE ZONING ORDINANCE.

DATE: 2-28-2020

KEVIN PADGETT  
DIRECTOR OF PUBLIC WORKS

DATE: 2/18/20

BRYAN CRAIG, P.E.  
CITY ENGINEER

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF SEABROOK, TEXAS ON MOTION MADE AND SECONDED AND ADOPTED, HAS APPROVED THIS PLAT AND SUBDIVISION OF THE BAYWOOD PLACE AS SHOWN HEREON, AND ORDERED SAID PLAT FILED ON RECORD IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS THIS 21<sup>st</sup> DAY OF February, 2019.

BY: Robin Sears

ROBIN SEARS  
City Secretary

BY: Steven I. Renda  
STEVEN I. RENDA  
CHAIRMAN, PLANNING AND ZONING COMMISSION

METS & BOUNDS

A TRACT OR PARCEL OF LAND CONTAINING 2.1481 ACRES OF LAND, MORE OR LESS, LING IN THE RISON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METS AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 INCH IRON PIPE FOUND AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BAYWOOD DRIVE (60.00 FEET WIDE); WITH THE EASTERLY RIGHT-OF-WAY LINE OF TODVILLE ROAD (60.00 FEET WIDE);

THENCE NORTH 87 DEG 12 MIN 34 SEC EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BAYWOOD DRIVE, A DISTANCE OF 544.10 FEET TO THE CENTERLINE OF PINE GULLY;

THENCE SOUTH 24 DEG 40 MIN 34 SEC WEST, ALONG SAID CENTERLINE OF PINE GULLY, A DISTANCE OF 158.70 FEET TO A POINT FOR CORNER;

THENCE SOUTH 55 DEG 10 MIN 43 SEC WEST, A DISTANCE OF 55.75 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEG 52 MIN 00 SEC WEST, A DISTANCE OF 527.89 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID TODVILLE ROAD;

THENCE NORTH 28 DEG 40 MIN 18 SEC EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF TODVILLE ROAD, A DISTANCE OF 199.75 FEET TO THE POINT OF BEGINNING OF THE HERIN DESCRIBED TRACT OF LAND AND CONTAINING 2.1481 ACRES OF LAND, MORE OR LESS.

NOTES:

1. PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 482010105M, REVISED DATE 1/6/2017, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X", FLOOD ZONE "AE1.3", AND FLOOD ZONE "AE1.5"

2. THIS TRACT LIES ENTIRELY WITHIN THE CITY OF SEABROOK, TEXAS AND IS CURRENTLY ZONED "R-1" RESIDENTIAL-SINGLE FAMILY DETACHED.

3. THIS IS SUBJECT TO THE CITY OF SEABROOK'S COMPREHENSIVE ZONING ORDINANCE, IF THE COMPREHENSIVE ZONING ORDINANCE IS SUBSEQUENTLY AMENDED, AND BY AMENDMENT CONFLICTS WITH THE FILED PLAT, THE MORE STRINGENT CONDITIONS SHALL APPLY.

4. THE PROPERTY LIES WITHIN THE LIMITS OF CLEAR CREEK INDEPENDENT SCHOOL DISTRICT.

5. BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

6. UTILITY EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, POOLS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE UTILITIES.

7. THIS PROPERTY ADJOINS AND SHARES A COMMON BOUNDARY WITH THE TITALLY INFLUENCED SUBMERGED LANDS OF THE STATE OF TEXAS. THIS COMMON BOUNDARY IS SUBJECT TO CHANGE AND MAY BE DETERMINED ACCURATELY ONLY BY A SURVEY MADE ON THE GROUND AND UNDER THE DIRECTION OF A LICENSED STATE LAND SURVEYOR IN ACCORDANCE WITH THE ORIGINAL GRANT FROM THE SOVEREIGN. THE BOUNDARY AS SHOWN HEREIN IS BASED ON RECORD TITLE ONLY. THE OWNER(S) OF THIS PROPERTY MAY GAIN OR LOSE PORTIONS OF THIS PROPERTY AS A RESULT OF CHANGES IN THE BOUNDARY. STATE LAW PROHIBITS THE USE, ENCUMBRANCE, CONSTRUCTION, OR PLACEMENT OF ANY STRUCTURE IN, ON, OR OVER STATE OWNED SUBMERGED LANDS WITHOUT PROPER PERMIT OR APPROVAL.

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10/01/2021 03:12 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$222.00

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.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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