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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
SEASONS BROWNSTONES**

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**A RESIDENTIAL SUBDIVISION IN  
HARRIS COUNTY, TEXAS**

**NOTICE: THIS DOCUMENT SUBSTANTIALLY EFFECTS YOUR RIGHTS AND OBLIGATIONS AS AN OWNER OF PROPERTY IN THIS SUBDIVISION. READ IT CAREFULLY. WITHOUT LIMITATION, YOU ARE SPECIFICALLY ADVISED AS FOLLOWS: (i) ARTICLE III PROVIDES FOR MANDATORY MEMBERSHIP IN A HOMEOWNERS' ASSOCIATION, AND ARTICLE V PROVIDES FOR MANDATORY PAYMENT OF ASSESSMENTS TO THE ASSOCIATION AND A CONTINUING LIEN AGAINST YOUR PROPERTY TO SECURE PAYMENT OF ASSESSMENTS WHICH MAY BE FORECLOSED EVEN IF THE PROPERTY IS YOUR HOMESTEAD. (ii) STREET AND OTHER PARKING BY OWNERS AND OTHER OCCUPANTS IS LIMITED AND REGULATED (SEE SECTIONS 7.03 & 8.01.2), (iii) DECLARANT RETAINS SUBSTANTIAL RIGHTS UNDER THE DECLARATION, INCLUDING AS PROVIDED IN EXHIBIT "A" TO THIS DECLARATION AND ESPECIALLY DURING THE DEVELOPMENT PERIOD, INCLUDING THE UNILATERAL RIGHT TO SET RATES FOR REGULAR ASSESSMENTS AND IMPOSE SPECIAL ASSESSMENTS, AND, WITHOUT NOTICE TO OR CONSENT OF ANY OWNER, TO ANNEX ADDITIONAL PROPERTIES INTO THE SUBDIVISION, TO AMEND ANY PLAT AND TO AMEND THIS DOCUMENT AND ANY OTHER "GOVERNING DOCUMENTS", AND (iv) A10.01 OF EXHIBIT "A" HERETO SETS FORTH PROCEDURES REGARDING MANDATORY DISPUTE RESOLUTION, INCLUDING A REQUIREMENT THAT A DISPUTE NOTICE BE GIVEN TO DECLARANT WITHIN 120 DAYS AND ESTABLISHMENT OF A MAXIMUM TWO YEAR STATUTE OF LIMITATIONS. YOUR RIGHTS TO ASSERT A "DISPUTE" MAY BE LOST IF YOU FAIL TO COMPLY WITH SECTION A10.01.**

AFTER RECORDING RETURN TO:

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**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
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A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

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EXECUTION

DECLARANT'S ACKNOWLEDGMENT

MORTGAGEE/LIENHOLDER CONSENT

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**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**FOR**

**SEASONS BROWNSTONES**

A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

KNOW ALL BY THESE PRESENTS THAT:

WHEREAS, the undersigned **HHN HOMES, LP**, a Texas limited partnership (herein referred to as "Declarant") is the current owner of all that certain real property located in Harris County, Texas, as more particularly described in **Section 1.01** hereof; and said Declarant desires to create and carry out a general and uniform plan for the improvement, development, maintenance, use and continuation of a residential community on the property as set forth in **Article I** hereof for the mutual benefit of the Owners and their successors in title which property will be conveyed subject to the covenants, conditions, restrictions, liens, charges and easements as herein set forth.

NOW, THEREFORE, in order to carry out a uniform plan for the improvement, development, maintenance, sale and use of the properties within the Subdivision as herein defined, it is hereby declared that all of the properties within the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens (sometimes herein collectively referred to as "covenants and restrictions"), all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said properties. These covenants and restrictions shall run with said real property and be binding upon all parties having or acquiring any right, title, or interest in said real property or any part thereof, their heirs, predecessors, successors and assigns, and shall inure to the benefit of each Owner thereof.

**Article I**

**Property Subject to This Declaration; Easements**

**SECTION 1.01**       Property Subject to Declaration. The real property which, by the recording of this Declaration, will be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is that certain real property located in Harris County, Texas, more particularly described as follows, to wit:

SEASONS BROWNSTONES, an addition in Harris County, Texas according to the map or plat thereof filed under Clerk's File No. Z357890, Official Public Records of Real Property of Harris County, Texas, and recorded in Clerk's Film Code No. 601010, Map Records of Harris County, Texas.

SECTION 1.02 Annexation of Other Property. During the Development Period only Declarant may annex addition real property in to and make some a part of the Subdivision. Thereafter, the Owners may annex additional real property in to and make same a part of the Subdivision by amendment of this Declaration. Any annexation must be evidenced by filing of, and is effective from the date of filing of, the amendment evidencing the annexation in the Official Public Records of Real Property of Harris County, Texas.

## **Article II** **Definitions**

Unless the context otherwise prohibits and in addition to other defined terms set forth herein, the following words and substantive provisions regarding same when used in this Declaration shall apply, mean and refer to the following:

SECTION 2.01 "Architectural Control Committee" or "ACC" means the committee established pursuant to **Article IV** of this Declaration.

SECTION 2.02 "Architectural Guidelines" means minimum construction standards, including acceptable exterior materials, colors, finishes and similar standards, landscaping requirements and limitations and any other procedural, aesthetic, environmental and architectural policies and procedures from time to time adopted by the Architectural Control Committee as provided in **Article IV** hereof, regardless of nomenclature or manner of designation, and may include Rules and Regulations.

SECTION 2.03 "Association" means SEASONS BROWNSTONES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, to be incorporated for the purposes contemplated by this Declaration, and its successors (by merger, consolidation or otherwise) and assigns.

SECTION 2.04 "Board" or "Board of Directors" means the Board of Directors of the Association.

SECTION 2.05 Subject to applicable provisions set forth is Exhibit "A" hereto, "Community Properties" means all common areas so designated herein or by a Plat which are intended for the common use of Owners, including without limitation (i) each of the private streets designated as "16' Shared Drive" on the Initial Plat which are herein some referred to as the "Shared Drive", (ii) all Subdivision Facilities, and (iii) other properties, real or personal, conveyed to or dedicated to the use of, or otherwise acquired by the Association for the common use, enjoyment or benefit of, the Association, together with all improvements thereon and appurtenances thereto.

SECTION 2.06 "Declarant" means HHN HOMES, LP, a Texas limited partnership, and its successors and assigns if such successors or assigns: (i) acquire all of the then remaining undeveloped or developed but previously unoccupied or unsold Lots within the Subdivision from Declarant for purposes of development and resale; or (ii) are expressly designated in writings by Declarant as a successor or assign of Declarant hereunder, in whole or in part.

SECTION 2.07        "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements for Seasons Brownstones, and all lawful amendments thereto.

SECTION 2.08        "Development Period" means the period of time beginning on the date of recordation of this Declaration in the Official Public Records of Real Property of Harris County, Texas, and ending on the earlier occurrence of either of the following events:

2.08.1 six (6) years after the later to occur of the date of recordation in the Official Public Records of Real Property of Harris County, Texas, of (a) this Declaration, or (b) the last notice of annexation of real property by Declarant as permitted by **Section 1.02** which is filed of record not later than six (6) years after the date of recordation of this Declaration; or

2.08.2 upon the date of filing in the Official Public Records of Real Property of Harris County, Texas of Declarant's notice of termination of the Development Period, provided that at any time prior to complete termination of the Development Period Declarant may file one or more statements of limited termination of the Development Period to apply only to the specific functions, rights and/or responsibilities as stated therein.

SECTION 2.09        "Governing Documents" means all documents and applicable provisions thereof regarding the use, maintenance, repair, replacement, modification or appearance of any properties within the Subdivision, including each Lot, or any rights, responsibilities or obligations of any Owners pertaining thereto or to the Association or ACC, including without limitation this Declaration, the Bylaws and Articles of Incorporation of the Association, Rules and Regulations, Architectural Guidelines, all written decisions and resolutions of the ACC and Board, and all lawful amendments to any of the foregoing.

SECTION 2.10        "Lot" means any of the numbered plots of land shown upon any Plat upon which a single family residence is, or may be, built. The term "Lot" does not include Community Properties, and does not include commercial or other reserves so designated by a Plat, if any.

SECTION 2.11        "Member" means every Person who is an Owner and holds a membership in the Association. Every Member which is not a natural person must designate a representative of such entity who is a natural person as provided in the Association's Bylaws.

SECTION 2.12        "Owner" means, whether one or more Persons: the owner according to the Official Public Records of Real Property of Harris County, Texas, whether one or more Persons, of the fee simple title to a Lot, including any mortgagee or other lien holder who acquires such ownership through judicial or non-judicial foreclosure or proceedings in lieu thereof, but excluding any Person holding a lien or other encumbrance, easement, mineral interest or royalty interest burdening title or otherwise having an interest merely as security for the performance of an obligation.

SECTION 2.13        "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other entity.

SECTION 2.14 "Plat" means the initial map or plat of the Subdivision as described in **Section 1.01** which initial map or plat is sometimes herein referred to as the "Initial Plat", all maps or plats of properties made a part of the Subdivision as provided in **Article I**, if any, hereafter filed in the Map Records of Harris County, Texas, and all lawful modifications, amendments and/or replats of any of the foregoing.

SECTION 2.15 "Prevailing Community Standards" means those standards of aesthetics, environment, appearance, architectural design and style, maintenance, conduct and usage generally prevailing in the Subdivision as reasonably determined by the Board or ACC at any given pertinent time and from time to time, including as to each particular Regulated Modification and each other matter or circumstance considered as of the date of the evaluation **(i)** prevailing standards as to harmony and compatibility with surrounding aesthetics, appearance and patterns of maintenance and use, harmony and compatibility with surrounding buildings, structures and other improvements, and harmony and compatibility with surrounding grades, topography, finished ground elevations, locations, colors, finishes, styles, workmanship, type and quality of materials and designs, and **(ii)** compliance with this Declaration and other applicable Governing Documents, and with applicable governmental laws, ordinances and regulations.

SECTION 2.16 "Regulated Modification" means (without implication that any particular matter is permitted or prohibited by this Declaration and without limitation as to **Article IV** hereof) the commencement, placement, construction, reconstruction or erection on, below or above the surface of any Lot of, or modification, alteration, or addition to, any building, structure or improvement, and any usage thereof, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography, or any other Prevailing Community Standards as of the date of establishment of the Regulated Modification.

SECTION 2.17 "Related Parties" means and applies as follows:

2.17.1 Owners and Tenants. Tenants of each Owner are Related Parties of that Owner, and with respect to each such Owner and each such tenant, Related Parties of each include **(i)** their respective family and other household members (including in particular but without limitation all children and other dependents), **(ii)** their respective guests, invitees, servants, agents, representatives and employees, and **(iii)** all other Persons over which each has a right of control or under the circumstances could exercise or obtain a right of control.

2.17.2 Association, ACC and Declarant. Related Parties of the Association, ACC and Declarant include their respective officers, directors, partners, co-venturers, committee members, servants, agents, representatives and employees regarding all acts or omissions related to any of the foregoing representative capacities.

SECTION 2.18 "Rules and Regulations" means the policies and procedures from time to time adopted by the Board of Directors regulating the maintenance, operation, use or occupancy of the Subdivision, including the Lots and Community Properties, in accordance with **Section 7.10**

hereof, regardless of nomenclature or manner of designation, and may include Architectural Guidelines.

SECTION 2.19        "Subdivision" means the residential community as more particularly described in **Section 1.01** hereof, and any other real property subjected to this Declaration as herein provided from time to time.

SECTION 2.20        "Subdivision Facilities" means all facilities and services built, installed, maintained, operated or provided by or through the Association for the general benefit of the Subdivision, including without limitation:

2.20.1 all Subdivision main entry fences, walls, and/or entry and other identification monuments;

2.20.2 any garbage or recycling collection, cable or satellite television, utilities, including any street lighting, and any other services provided by or through the Association, and any structures or devices related thereto; and

2.20.3 any other facilities or services as from time to time so designated by Declarant during the Development Period or by the Board thereafter.

SECTION 2.21        "Townhouse" means each single family residence which is contained within a residential building which contains two or more single family residences.

**Article III**  
**Seasons Brownstones Community Association, Inc.**

SECTION 3.01        Organization. The Association will be organized and formed as a non-profit corporation under the laws of the State of Texas. The Association has full power, authority and standing to enforce all provisions of the Governing Documents. The principal purposes of the Association are the collection, expenditure and management of the funds and financial affairs of the Association, enforcement of all provisions of the Governing Documents, providing for maintenance, preservation and architectural control within the Subdivision, the providing of such Subdivision Facilities as herein permitted or required, and all other acts and undertakings reasonably incident to any of the foregoing or in furtherance thereof.

SECTION 3.02        Board of Directors. The Association acts through a Board of Directors which manages the affairs of the Association as specified in this Declaration, the Bylaws and other applicable Governing Documents. Unless otherwise expressly required by law or other applicable provision of the Governing Documents, the Board of Directors shall exercise and have all rights, powers, authority and responsibilities of the Association. The Board is specifically authorized to compromise and settle any and all claims, demands, liabilities and causes of action whatsoever held by or asserted against the Association upon such terms and conditions as the Board may determine, and the decisions of the Board as to any of the foregoing are final and conclusive. UNTIL THE DATE OF TRANSFER OF DECLARANT CONTROL AS PROVIDED IN EXHIBIT "A"

HERETO, DECLARANT WILL APPOINT ALL MEMBERS OF THE BOARD OF DIRECTORS, AND IS ENTITLED TO REMOVE AND REPLACE ANY OF SAME, AND IN ALL OTHER RESPECTS TO EXERCISE ALL RIGHTS AND AUTHORITY OF THE ASSOCIATION AS SET FORTH IN THIS DECLARATION AND ALL OTHER GOVERNING DOCUMENTS.

SECTION 3.03 Membership. Every Owner must be and is a Member of the Association, and as such is subject to and shall have such rights, responsibilities and obligations as set forth in this Declaration and other applicable Governing Documents. The Association is entitled to rely on the Official Public Records of Real Property of Harris County, Texas in determining such status as an Owner, and may require submission to the Board of appropriate certified copies of such records as a condition precedent to recognition of status as an Owner. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate any Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot. Memberships shall be appurtenant to and may not be separated from ownership of any Lot, and shall automatically pass with the title to the Lot.

SECTION 3.04 Voting Rights of Members.

3.04.1 Development Period. During the Development Period there will be two classes of membership entitled to voting rights in the Association which are as follows:

(a) Class A: All Members of the Association other than the Declarant are Class A Members. DURING THE DEVELOPMENT PERIOD, CLASS A MEMBERS HAVE NO VOTING RIGHTS WHATSOEVER EXCEPT AS PROVIDED IN SECTION 11.04.

(b) Class B: Class B Members are Declarant. DURING THE DEVELOPMENT PERIOD DECLARANT SHALL HAVE ONE VOTE FOR EACH LOT OWNED AND SHALL ADDITIONALLY HAVE ONE "AT LARGE" VOTE.

3.04.2 Post-Development Period. Upon termination of the Development Period, Declarant's one "at large" vote will automatically terminate and any remaining Class B membership will automatically convert to Class A membership. Thereafter there will be only one class of voting membership, and the Owner of each Lot, whether one or more, will be entitled to one vote on each matter coming before the membership.

3.04.3 Multiple Owners. When more than one Person holds an ownership interest in a Lot, all such Persons are Members, but in no event will they be entitled to more than one vote with respect to each particular Lot owned. The single vote, approve, or consent of such joint Owners must be cast or given in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners will be permitted to vote, approve, or consent as to any such matter upon which a majority decision cannot be reached. The vote, approval or consent of any single Owner from among such joint Owners is conclusively presumed to be cast or given in accordance with the decision of the majority of the joint Owners and with their full authority.

3.04.4 Cumulative Voting Prohibited. Cumulative voting is prohibited as to any matter placed before the membership for a vote, including election of Directors.

3.04.5 Suspension of Voting Rights. Voting rights of any Member may or will be suspended for breach of the Governing Documents as provided herein or in the Bylaws or Articles of Incorporation, including without limitation, suspension as provided in **Section 5.08.1.**

SECTION 3.05 Inspection by Members of Books and Records. Subject to protection of privileged and confidential communication, rules for inspection and other exclusions as set forth in the Bylaws, every Member of the Association, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Association relevant to that purpose, at the expense of the Member.

SECTION 3.06 Limitation of Liability; Indemnification.

3.06.1 General. Except for intentional and willful misconduct, knowing violation of the law, or as otherwise required by the Texas Non-Profit Corporation Law (including Article 1396-2.22A thereof, as amended) and/or the Texas Business Organizations Code (including Chapter 8 thereof, as amended), as applicable, no officer or Director of the Association is liable to the Association or its Members, and the Association and its Related Parties are not liable to any Member, for monetary damages or otherwise for: (i) any act or omission of an officer or Director within their official capacity; or (ii) any act or omission by or on behalf of the Association within the scope of its purposes. The Association shall indemnify and keep indemnified, and hold harmless, any current or former officer or Director to the fullest extent necessary to accomplishment of the foregoing and to the fullest extent otherwise allowed by law, and hold any such officer or Director harmless from and against all claims, demands, suits, judgements, court costs, attorney's fees attachments and all other legal action as contemplated thereby. All provisions of this **Section 3.06** also apply to all Association Committees and members thereof (current or former), including the Architectural Control Committee.

3.06.2 Subsequent Statutory Authority. If the Texas Non-Profit Corporation Law, Texas Business Organizations Code, Chapter 84 of the Texas Civil Practice and Remedies Code or any other applicable statute, state or federal, is construed or amended to further eliminate or limit liability or authorizing further indemnification than as permitted or required by this **Section 3.06**, then liability will be eliminated or limited and right to indemnification will be expanded to the fullest extent permitted by such construction or amendment. Any repeal, amendment or modification of this **Section 3.06** may not adversely affect any rights or protection existing at the time of the amendment.

**Article IV**  
**Architectural Control Committee**

SECTION 4.01 Organization; Compensation. There is hereby established an Architectural Control Committee (herein sometimes referred to as the "ACC"). DECLARANT WILL ACT AS THE ACC (AND AS THE DESIGNATED REPRESENTATIVE OF THE ACC)

DURING THE DEVELOPMENT PERIOD. Thereafter, the Board of Directors shall act as the ACC. The act of a majority of the members of the ACC constitutes an act of the ACC; provided, the ACC may from time to time designate any one of its members to act in its stead. No person serving on the ACC is entitled to compensation for services performed, but may be reimbursed for reasonable expenses in such manner and amounts as may be approved by the Board of Directors.

SECTION 4.02            Function and Powers.

4.02.1 Submission of Plans Required. No Regulated Modification may be commenced, constructed, erected, placed, maintained or made upon any Lot or within any part of the Subdivision unless and until complete plans and specifications covering all aspects of the Regulated Modification have been submitted to and approved in writing by the ACC as to compliance with applicable Architectural Review Criteria as set forth in **Section 4.02.3**. One complete set of plans and specifications must be submitted with each request for approval unless a greater number is required by applicable Architectural Guidelines. Any plans and specifications to be submitted must specify, as applicable and in such detail and form as the ACC may reasonably require:

- (a) the location upon the Lot or within the Subdivision where the Regulated Modification will occur or be placed;
- (b) the dimensions, nature, kind, shape, height, and color scheme of and all materials to be used in connection with the Regulated Modification;
- (c) appropriate information concerning structural, mechanical, electrical, plumbing, grading, paving, decking and landscaping details; and
- (d) intended uses.

4.02.2 Architectural Guidelines. The ACC may, from time to time, adopt, modify and delete such reasonable Architectural Guidelines applicable to the Subdivision, including Lots and Community Properties, as it deems appropriate to maintain or reasonably enhance Prevailing Community Standards of the Subdivision at the time of adoption.

4.02.3 Architectural Review Criteria. The ACC must evaluate all submitted applications for ACC approval on the individual merits of the particular application, and based on evaluation of the compatibility of the proposed Regulated Modification with Prevailing Community Standards (including compliance with this Declaration and all other applicable Governing Documents) as of the date of submission of an application. The ACC must also use reasonable efforts to achieve consistency in the approval or disapproval of specific types of Regulated Modifications. To this end, consideration will be given to (but the ACC is not bound by) similar applications for architectural approval and the decisions and actions of the ACC with regard thereto.

4.02.4 Responses. The ACC shall have full and complete authority to approve, conditionally approve or disapprove any request for ACC approval in accordance with **Section**



4.02.3, and its judgment shall be final and conclusive. In the event the ACC fails to approve or disapprove a properly submitted and completed request for ACC approval within thirty days from the date such request is received by the ACC, then ACC approval will not be required and this covenant shall be deemed to be complied with.

SECTION 4.03 Variances. The ACC may grant specific variances to Architectural Guidelines and to the architectural and use restrictions set forth in **Articles VII and VIII** of this Declaration. A variance may be granted only with respect to specific instances upon written request therefor, is not binding with respect to any other request for a variance whether or not similar in nature, and does not constitute a waiver, modification or repeal of any of the provisions of this Declaration or other Governing Documents except for the limited purpose of and to the extent of the specific variance expressly granted. A variance may be granted only upon specific findings (a) that the variance is necessary due to unusual circumstances which are reasonably beyond the control of the applicant to mitigate or rectify, or in other circumstances, such as due to topography or natural obstructions, as to which the ACC determines a variance will result in a material enhancement to the applicant's Lot and/or to the Subdivision, and (b) that the granting of a specific variance will not materially and adversely affect the architectural, aesthetic or environmental integrity of the Subdivision or the scheme of development therein. **WHETHER OR NOT SO STATED IN A VARIANCE AND NOTWITHSTANDING ANYTHING IN A VARIANCE TO THE CONTRARY, A VARIANCE SHALL EXTEND ONLY FOR THE PERIOD OF TIME DURING WHICH AND TO THE EXTENT THAT THE CIRCUMSTANCES THAT FORMED THE BASIS THEREFOR CONTINUE TO EXIST. THE BOARD RETAINS FULL AUTHORITY AS TO ANY VARIANCE AT ANY TIME TO TERMINATE OR MODIFY SAME IN ACCORDANCE WITH ANY SUCH CHANGE IN CIRCUMSTANCES.**

SECTION 4.04 Records of Architectural Control Committee. The ACC is not required to maintain records of any of its meetings. The ACC must keep and maintain records evidencing the final decision(s) of the ACC regarding all requests for approval and requests for variance for not less than four years. The ACC must also maintain a record of all current Architectural Guidelines, and must provide copies to Owners upon written request and at the Owner's expense.

## **Article V** **Maintenance Fund**

### SECTION 5.01 Obligation for Payments to Maintenance Fund.

5.01.1 Establishment of Maintenance Fund. There is hereby established a Maintenance Fund in to which will be paid all assessments as provided for herein. The Board is responsible for the collection, management, control and expenditure of the Maintenance Fund. Each Owner of a Lot, by acquisition of any rights, title or interest therein or acceptance of an executory contract of conveyance, or a deed or other instrument of conveyance therefore, whether or not so expressed therein, covenants and agrees to pay to the Association regular or annual assessments, special assessments and specific assessments, all as herein set forth.

5.01.2 Purpose of Maintenance Fund. The Maintenance Fund must be used exclusively for the purpose of promoting the recreation, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, including the maintenance of all Community Properties (including any maintenance required by any governmental entity), the discharge of all obligations of the Association pursuant to this Declaration and other Governing Documents, and the doing of any other thing necessary or desirable in the opinion of the Board for accomplishment of any of the foregoing, including the establishment and maintenance of reserves for repairs, maintenance, taxes, insurance, and other charges, and the expenditure of funds for the benefit of other properties within the vicinity of the Subdivision if in the judgement of the Board the Subdivision will benefit thereby. The judgement of the Board in establishing any assessments and in the collection, management and expenditure of the Maintenance Fund is final and conclusive.

5.01.3 Personal Obligation; Transferees. In addition to the assessment lien herein established, each assessment is the personal obligation of each Owner of the Lot charged therewith at the time liability for the assessment accrued notwithstanding any subsequent transfer of ownership. Except as to statements of account as provided in **Section 5.01.4** or as to a transferee pursuant to lawful and valid foreclosure of a superior lien as provided in **Section 5.06**, each Owner's transferee, whether by purchase, gift, devise or otherwise, and whether voluntary or by operation of law, is also jointly and severally liable for payment of all unpaid assessments owed to the Association at the time of transfer without prejudice to the rights of the transferee to recover from the transferor the amounts paid by said transferee.

5.01.4 Statement of Assessments. Any transferee (or prospective transferee upon presentment of an executed earnest money contract or other writing satisfactory to the Board) shall be entitled to a statement from the Association setting forth all assessments due as of the date of the written request. The request must be in writing, must be addressed to the Association and must be delivered by registered or certified mail, return receipt requested, or by personal delivery with receipt acknowledged in writing. The Board may set a reasonable charge for providing a statement of indebtedness, the payment of which is a condition precedent to the Association's obligation to provide same. Except for fraud or misrepresentation, if the Association fails to respond to a proper written request for a statement of indebtedness within thirty days after receipt of the request by the Association, and upon submission of a properly executed registered or certified mail return receipt or delivery receipt evidencing receipt of the request by the Association, upon transfer the transferee is not liable for, nor shall the Lot transferred be subject to a lien for, any unpaid assessments against the Lot accruing prior to the date of the written request.

**SECTION 5.02** Uniform Rates; Application of Payments. Subject to applicable provisions of Exhibit "A" hereto, regular and special assessments on all Lots must be fixed at a uniform rate, and must be determined on a per Lot basis. All payments made by or on behalf of an Owner for assessments (regular, special or specific) are deemed made upon the date of receipt of the payment by the Association or its designated representative. All payments receive, including payments received in consequence of judicial foreclosure, will be applied (i) first to payment of accrued interest, then to payment of accrued late charges, then to payment of compliance costs (including attorneys fees), and then to payment of all other specific assessments listed in **Section**

5.05.1 (ii) then to payment of all special assessments; and (iii) finally to payment of all regular assessments. Application within each category shall be on a first in, first out basis.

SECTION 5.03      Base Rate and Subsequent Computation of Regular Assessments.

5.03.1 Initial Base Rate of Regular Assessments; Due Dates. The initial full base rate of the regular annual assessment for 2007 per Lot (and continuing during 2007 and thereafter unless and until modified as herein provided) is ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,200.00) per Lot per year. The Board shall have the right to require regular annual assessments be paid semi-annually, quarterly or monthly, in advance (instead of annually). If the Board does so, the semi-annual, quarterly or monthly installments of regular annual assessments, as the case may be, shall be rounded upward to the next dollar, and the regular annual assessment shall be automatically adjusted upward by the amount of such rounding. UNLESS AND UNTIL OTHERWISE DETERMINED BY THE BOARD AS AFORESAID, THE FULL AMOUNT OF REGULAR ANNUAL ASSESSMENTS IS DUE AND PAYABLE ANNUALLY, IN ADVANCE, ON THE FIRST DAY OF JANUARY OF EACH CALENDAR YEAR.

5.03.2 Subsequent Computation of Regular Assessments. DURING THE DEVELOPMENT PERIOD, DECLARANT IS ENTITLED TO SET AND CHANGE THE ANNUAL RATE OF REGULAR ASSESSMENTS AS PROVIDED IN SECTION 5.10. Thereafter, the Board shall adopt a budget at least annually to determine sums necessary and adequate to provide for the expenses of the Association for the succeeding twelve month period (including funding of capital, contingency and other reserves). The Board shall set the annual rate of regular assessments based on the budget. At least thirty days written notice of such determinations must be given to Owners of all Lots if any change is made as to the amount of the annual rate of regular assessment.

SECTION 5.04      No Waiver or Release. Notwithstanding anything to the contrary herein, the omission or failure for any reason of the Association to mail or deliver a notice of annual assessment or due date for payment thereof does not constitute a waiver, modification or release of an Owner's obligation to pay assessments as otherwise herein provided.

SECTION 5.05      Special Assessments. In addition to the other assessments authorized herein, including other special assessments, the Board may levy special assessments at any time during each fiscal year for purposes of defraying, in whole or in part, any expenses not anticipated by the budget then in effect, or to replace part or all of any contingency, capital or other reserve fund, or for any other purpose as deemed necessary or appropriate by the Board. SO LONG AS THE TOTAL AMOUNT OF SPECIAL ASSESSMENTS IN ANY ONE FISCAL YEAR ALLOCABLE TO EACH LOT DOES NOT EXCEED FIFTY PERCENT (50%) OF THE AMOUNT OF THE REGULAR ANNUAL ASSESSMENT THEN IN EFFECT, THE BOARD MAY IMPOSE THE SPECIAL ASSESSMENT WITHOUT VOTE OR APPROVAL OF ANY OWNER; PROVIDED, AT LEAST THIRTY DAYS WRITTEN NOTICE MUST BE GIVEN TO THE OWNERS OF ALL LOTS OF ANY SUCH SPECIAL ASSESSMENT. Special assessments allocable to each Lot exceeding the foregoing limitation will be effective only if approved by the Owners of a majority of the Lots then contained within the Subdivision. The approval may be obtained in any manner as provided for approval of an amendment of this Declaration. Special assessments are payable as

determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

SECTION 5.06      Specific Assessments.

5.06.1 Types. Specific assessments must be assessed against individual Lots and the Owner(s) thereafter at the time liability for same accrues as follows:

(a)      Utility and Other Services. Assessments for water (and related water and/or storm/sanitary sewer services, if included therein), and for other utilities and/or services provided by the Association, if any, shall be separately and specifically assessed to each Lot and to the Owner of each such Lot as provided in **Sections 5.06.2 and 5.06.3.**

(b)      Interest. Interest compounded monthly from the due date at the rate of the lesser of eighteen percent (18%) per annum or the maximum legal rate will be charged on all delinquent assessments, regular, special or specific, which are not paid in full within thirty days after the due date.

(c)      Late Charges. A late charge in the amount of TWENTY-FIVE DOLLARS (\$25.00), or such other reasonable amount as from time to time determined by the Board, is hereby imposed as to any regular, special or specific assessment which is not paid in full within thirty days after payment of same is due.

(d)      Compliance Costs. All expenses reasonably attributable to or incurred by reason of a breach or violation of or to obtain compliance with any provisions of this Declaration or other Governing Documents must be assessed against the Owner who occasioned the incurrence of such expenses, including reasonable attorney's fees whether incurred prior to, during the pendency of or after successful completion of any actions in a court of competent jurisdiction. The foregoing shall include, without limitation, all costs, expenses and reasonable attorneys fees incurred in connection with the judicial or non-judicial foreclosure of the Association's assessment lien, including prosecution or defense of any claims or actions relating to any such foreclosure proceedings.

(e)      Other Obligations (Including Transfer and ACC Fees). All other monetary obligations established by or pursuant to this Declaration or other Governing Documents or which are otherwise permitted or authorized by law, including without limitation as permitted or authorized by Chapter 204 of the Texas Property Code, and which are intended to apply to one or several but not all Lots must be assessed against the applicable Owner(s). Except for fines, the Board may from time to time contract with Managing Agents to provide statements of assessments or other charges or resale certificates, or to process changes of ownership or tenancy or applications for architectural approval, and in connection therewith (but subject to authority of the Board to waive any specific assessment as herein provided) may by contract or resolution assign to such Managing Agent the right to set the amount of fees or charges for any such services and to receive payment of the applicable charge.

5.06.2 Utility Assessments.

(a) Water Utility Assessment. IN ADDITION TO ANY OTHER ASSESSMENTS DUE AND PAYABLE AS HEREIN PROVIDED, THE OWNER OF EACH LOT WHICH IS PROVIDED WATER THROUGH THE ASSOCIATION SHALL PAY AS A SPECIFIC ASSESSMENT A WATER UTILITY ASSESSMENT TO COVER COSTS AND EXPENSES INCURRED BY THE ASSOCIATION TO PROVIDE WATER TO EACH SUCH LOT. The water utility assessment rate shall be set by Declarant during the Development Period and thereafter by the Board of Directors. The water utility assessment shall be paid in advance, either annually, semi-annually, quarterly or monthly as Declarant or the Board shall determine, on or before the first day of the month of the applicable payment period. If paid other than annually, then the semi-annual, quarterly or monthly installments of assessments, as the case may be, shall be rounded upward to the next dollar, and the regular annual amount of the water utility assessment as set forth below shall be automatically adjusted upward by the amount of such rounding. The water utility assessment rate shall be uniform as to all Lots; provided, the Board may establish a different rate structure to account for significant variances in water usage by adoption of applicable Rules and Regulations. The water utility assessment rate will be based on an estimate of future costs and expenses. Accordingly, if paid less frequently than monthly, and if actual costs plus maintenance of a reasonable contingency reserve exceed the amount of water utility assessments then collected, an interim water utility assessment may be assessed. Regular and interim water utility assessments are due and payable within ten days after written notice of same is mailed to the Owners of each Lot, or such later date as may be expressly stated in the notice. UNLESS AND UNTIL OTHERWISE DETERMINED AS AFORESAID, THE WATER UTILITY ASSESSMENT RATE IS FIVE HUNDRED FORTY DOLLARS (\$540.00) PER LOT PER YEAR, AND IS DUE AND PAYABLE ANNUALLY, IN ADVANCE, ON THE FIRST DAY OF JANUARY OF EACH CALENDAR YEAR.

(b) Facilities Maintenance and Water Usage. All toilets, faucets (including outside faucets), sinks, dishwashers, washing machines and all other plumbing, water and sewer related facilities which service a Lot and any improvements thereon, including all Owner Utilities as provided in **Section 6.02.3**, must be regularly inspected and property maintained at all times to prevent water leakage, excess water usage and any other waste of water. Nothing shall be done and no condition shall be permitted which may or does cause water leakage, excess water usage or waste of water. If in the opinion of the Board any violation of this Section may or does exist, the Board may install, or require the Owner of the applicable Lot to install, such devices as may be reasonably required to monitor water usage, may require specific modifications, replacements and/or repairs to specific water related facilities and may take such other action as the Board deems appropriate to prevent water leakage, excess water usage and/or any other waste of water, including without limitation conducting of a Compliance Inspection as to the interior of a residence or other building regarding the foregoing and mandating Required Work as provided in **Section 6.03**. REGARDLESS OF NEGLIGENCE, EACH OWNER IS OBLIGATED TO PAY, AS A SPECIFIC ASSESSMENT, ALL COSTS, EXPENSES AND ANY OTHER DAMAGES INCURRED BY THE ASSOCIATION WHICH ARE ATTRIBUTED TO THE OWNER'S LOT REGARDING ANY WATER LEAKAGE, EXCESS WATER USAGE OR WASTE OF WATER.

5.06.3 Other Utility or Special Service Assessments. Additional utility or other special services assessments (such as, for example, for cable or satellite television services) may be approved by Declarant during the Development Period, and may be approved thereafter by the Owners by majority vote at any special meeting of Members called for such purpose. NOTICE OF APPROVAL OF ANY SUCH ASSESSMENT MUST BE FILED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS. If so approved all Owners shall be bound by the terms of all contracts entered by the Association pursuant to such approval.

5.06.4 Payment; Waiver. Specific assessments are due and payable immediately upon the occurrence of the event giving rise to liability for payment of same. Failure of the Association to impose or collect any specific assessment is not grounds for any action against the Association, or any Director, officer, agent or employee thereof, and does not constitute a waiver of the Association's right to exercise its authority to collect any specific assessments in the future. For good cause shown as determined in the sole opinion of the Board, the Board may waive, wholly or partially, imposition of any specific assessment; provided, any such waiver is conditioned upon payment in full of all remaining monetary obligations then owed to the Association or receipt of written commitment that same will be paid within a specified period of time.

SECTION 5.07      Lien for Assessments.

5.07.1 Establishment of Lien. All sums assessed against any Lot pursuant to this Declaration, whether by regular, special or specific assessment as provided herein, are secured by a continuing lien on such Lot in favor of the Association. The recordation of this Declaration constitutes record notice and perfection of the Association's continuing lien, effective from the date of recordation of this Declaration.

5.07.2 Priority of Lien. The Association's continuing lien is superior to all other liens or encumbrances on each Lot except (i) a lien for real property taxes and other governmental assessments or charges on a Lot; (ii) a first lien securing payment of purchase money for a Lot, or a lien securing payment for work and materials used in constructing improvements on a Lot; and (iii) such other mortgages, deeds of trust, liens or other encumbrances to which the Board may from time to time by written agreement specifically and expressly agree, subject to such terms and conditions as set forth in the applicable written agreement.

SECTION 5.08      Effect of Nonpayment of Assessments.

5.08.1 Delinquency Date; Automatic Remedies. Any assessments, regular, special or specific, which are not paid by the due date are delinquent as of midnight of the due date. Except to the extent otherwise expressly agreed in writing by the Board, if any assessments are not paid by the due date, then:

(a) late charges, interest from the due date, and all compliance costs (including reasonable attorney's fees), all as set forth in **Section 5.06**, shall be added to and included in the amount of such assessment;

(b) all voting rights of the Owner, and all rights to use of all recreational facilities, if any, by the Owner, their tenants and their respective Related Parties, will be automatically suspended until all assessments (including all specific assessments) are paid in full;

(c) the Association may notify any credit bureau and/or any mortgagee or other lienholder with respect to the applicable Lot as to any default under the Governing Documents, including delinquency in payment of assessments and any other monetary amounts due to the Association;

(d) upon not less than thirty days written notice and opportunity to be heard, the Association may suspend any and all services provided to a Lot, the Owner of which is delinquent in payment of any assessments used, in whole or in part, to pay the cost of the service; and/or

(e) the Association may exercise any other rights and remedies and institute and prosecute such other proceedings as it deems necessary to collect all amounts due.

5.08.2 Action for Debt; Foreclosure. Each Owner, by acquisition of any Lot within the Subdivision or any right, title or interest therein, expressly grants to and vests in the Association the right and power to bring all actions against each Owner, personally for the collection of all delinquent assessments as a debt, and the right and power to judicially foreclose the Association's continuing lien for assessments. Foreclosure of the Association's continuing lien for assessments terminates, extinguishes and forever discharges all inferior or subordinate liens and encumbrances (being all liens and encumbrances except as provided by **Section 5.07**) as to the affected Lot.

SECTION 5.09 Assessments as Independent Covenant. The obligation to pay assessments is a separate and independent covenant and contractual obligation on the part of each Owner. No off-set, credit, waiver, diminution or abatement may be claimed by any Owner to avoid or diminish the obligation for payment of assessments for any reason.

SECTION 5.10 Declarant Authority and Exemption as to Assessments. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, ALL PROVISIONS SET FORTH IN EXHIBIT "A" HERETO APPLY REGARDING DECLARANT'S AUTHORITY AND EXEMPTIONS AS TO ASSESSMENTS.

## Article VI

### Maintenance; Casualty Losses

SECTION 6.01 Association Maintenance Responsibilities.

6.01.1 General. The Association will maintain, repair and replace the Community Properties, including all Subdivision Facilities, and keep same in good repair. This maintenance includes, without limitation, maintenance, repair, and replacement of all landscaping and improvements situated on the Community Properties.

6.01.2 Landscaping. The Association will mow, trim, edge, weed and otherwise generally maintain, repair and replace all lawn and landscape areas upon each Lot which is located outside the footprint of the residence thereon, which is visible from any street or shared drive, and which is not located in an area which has been enclosed by fencing or otherwise. Such maintenance shall not include any exotic landscaping installed by any Owner (whether or not approved) or any other maintenance substantially greater than as generally required throughout the Subdivision. The Association may also maintain such other lawn and landscape areas in such manner as from time to time approved by the Board.

6.01.3 Other Facilities or Services. The Association shall maintain such other properties, real or personal, and such other facilities, services and improvements as may be required by governmental authorities, any municipal utility districts or other utility providers, any special tax and development districts, and any other similar entities, such maintenance to be in accordance with applicable contracts, agreements, ordinances, rules, regulations and decisions of such authorities. Declarant is specifically authorized to enter any such contracts or agreements on behalf of the Association, and to bind the Association thereto, and Declarant may amend this Declaration at any time to the extent it deems necessary by reason of any such contract or agreement.

6.01.4 Liability for Costs. Each Owner, their tenants, and their respective Related Parties are expressly prohibited from doing anything which could or does cause damage to or increase costs of operation, management, maintenance, repair or replacement obligations regarding the Community Properties, or any other areas maintained by the Association. Regardless of availability of insurance coverage, the Board may charge to each responsible Owner, as a specific assessment, all increased costs of operation, management, maintenance, repair or replacement and all other damages resulting, directly or indirectly, from the acts or omissions of an Owner, their tenants, or their respective Related Parties in violation of the foregoing provisions.

## SECTION 6.02            Owner Maintenance Responsibilities.

6.02.1 General. All maintenance of each Lot and all improvements thereon is the sole responsibility of the Owner thereof. Each Owner must maintain their Lot and all improvements thereon at all times in such manner as to obtain and maintain Prevailing Community Standards on a continuing basis as may be more specifically determined by this Declaration and other Governing Documents, including as determined from time to time by duly adopted Architectural Guidelines and Rules and Regulations. MAINTENANCE WHICH AFFECTS THE EXTERIOR APPEARANCE OF A RESIDENCE OR GARAGE IS SUBJECT TO APPLICABLE PROVISIONS OF ARTICLE IV REGARDING ARCHITECTURAL CONTROL COMMITTEE APPROVAL.

6.02.2 Residences and Other Improvements. Each Owner shall maintain the exterior of each Owner's residence, garage, and all other buildings, structures, fences, walls, recreational equipment and improvements located upon each Owner's Lot, in an attractive, sound and well maintained condition, including proper maintenance and repair as needed of paint, bricks, siding, roofs, exterior walls, driveways, parking areas and all other exterior portions of the Owner's residence and garage. Without limitation of the foregoing, each Owner shall provide proper repair



and maintenance as and when needed as follows (the term "residence" includes garage, as applicable):

(a) The exterior paint on each Owner's residence must be maintained so that no portion thereof peels, scales or cracks excessively, and all painted portions remain neat and free of mildew and discoloration. **NO CHANGE IN THE EXTERIOR COLOR SCHEME OF A RESIDENCE AS ORIGINALLY CONSTRUCTED IS PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ACC.**

(b) The windows must be maintained so that no caulking thereon is chipped or cracked and no window panes are cracked or broken.

(c) All exterior doors, including garage doors, must be maintained, repaired, replaced and/or repainted as needed to prevent an unkept or unsightly appearance and such as to maintain same in proper working condition, including replacement as needed of damaged or dented garage door panels and any cracked or broken glass in any door.

(d) The exterior woodwork on each Owner's residence, and all windowsills, door jams and thresholds, framing, hinges, latches and locks, must be maintained so that it remains whole, sound, neat and fully operational.

(e) The roof on each Owner's residence must be maintained to prevent sagging, to prevent leaks, so that all shingles are properly secured, curled or damaged shingles are replaced and no worn areas or holes are permitted to remain, and such that the structural integrity and exterior appearance of the roof is maintained. The appearance of the roof shall not be changed by any such maintenance without the express written approval of the ACC.

(f) The rain gutters and downspouts on each Owner's residence, if any, must be maintained so that all are properly painted or treated to prevent rust and corrosion, are properly secured to roof, eaves, gables or exterior walls (as the case may be), are maintained without holes, and are promptly repaired or replaced if dented or otherwise damaged.

(g) All concrete areas on each Owner's Lot, including sidewalks and driveway, must be maintained so that all cracks are appropriately patched or surfaced and expansion joints are maintained, repaired or replaced as needed, and all such areas must be kept free of weeds, grass or other vegetation.

(h) All fences or walls erected on each Owner's Lot must be maintained to prevent any listing or leaning, and all broken or damaged members and all holes and cracks must be repaired so that no portion thereof is permitted to rot or decay. **PAINTING OR STAINING OF WOODEN FENCES IS PROHIBITED UNLESS APPROVED IN WRITING BY THE ACC.**

(i) All recreational equipment, which may be installed if and only if approved by the Architectural Control Committee, must be maintained to prevent any unsightly or unkept condition, including for example but without limitation, proper maintenance of swing sets

to prevent rust and corrosion, and proper maintenance of basketball goals to prevent rust and corrosion and by replacement as needed of torn or worn nets.

(j) No Owner or their tenant will allow any condition to exist or fail or neglect to provide any maintenance which adversely affects any adjoining or adjacent Lot, any Community Properties, or any improvements on any such Lot or the Community Properties.

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

6.02.4 Landscaping. All grass, shrubbery, trees, flower beds, vegetation and all other landscaping, either natural or artificial, on each Lot which is not maintained by the Association must be maintained at all times in accordance with the seasons as reasonably necessary to obtain and maintain on a consistent and continuing basis Prevailing Community Standards, including as reasonably necessary to maintain on a consistent and continuing basis a sanitary, healthful and attractive condition and appearance and to eliminate any condition which may create any unsanitary condition or become a harborage for rodents, vermin or other pests.

6.02.5 Annual Observations and Maintenance. Without limitation of an Owner's obligation for continuing maintenance as otherwise provided herein, each Owner is responsible for conducting at least annual observations and inspections of the Owner's Lot and all improvements thereon to ascertain all maintenance and other work needed to obtain and maintain Prevailing Community Standards, including full compliance with this **Section 6.02**. The observations and inspections must include without limitation (i) foundations and flatworks, (ii) roofs, (iii) all wood works, including window and door frames, and (iv) all guttering, downspouts, grading and all other matters needed to ensure positive drainage from foundations to promote rapid runoff, to avoid collecting ponded water near any structure which could migrate down any soil/foundation interface and to minimize infiltration of water from rain and lawn watering, and to prevent drainage from one Lot to another Lot or to Community Properties. Each Owner must promptly perform all work which each annual observation and inspection indicates is reasonably necessary.

6.02.6 Adjacent or Adjoining Owners. No Owner or their tenant will allow any condition to exist or fail or neglect to provide any maintenance which materially and adversely affects any adjoining or adjacent Lot, any Community Properties, or any improvements on any such Lot or the Community Properties.

6.02.7 Disturbance of Community Properties. In the event the performance of any Owner's maintenance responsibilities requires that any portion of the Community Properties be modified, removed or disturbed, then such Owner must first obtain the written consent of the ACC as to same. All such work must be performed, at the option of the Association, either under the supervision of the Association in accordance with plans and specifications approved by the ACC, or by the Association at the reasonable expense of the Owner. If the Association performs the work at the expense of the Owner, the ACC may require a security deposit or advance payment of all of the estimated expenses which the Owner must pay upon demand. Such indebtedness will be added to and become a part of the specific assessment to which such Owner and the Owner's Lot are subject, and is secured by the continuing lien hereby established against such Owner's Lot.

6.02.8 Dispute Resolution Among Owners.

(a) Any disputes among Owners regarding any rights or responsibilities pursuant to this Article may be submitted in writing to the Board. The Board also has full authority to direct submission of any dispute to the Board in writing. After notice and opportunity to be heard, the Board has full authority to resolve all such disputes, and its decisions as to same are final. The Board's authority includes without limitation the right and authority (i) to direct the completion of any maintenance, repair or replacement and to allocate costs thereof among the disputing Owners, (ii) to authorize one of the disputing Owners or a third party to control the completion of the maintenance, repair or replacement, (iii) to order the disputing Owners to mediation or arbitration through a county dispute resolution center or similar organization or under the Rules of the American Arbitration Association, and (iv) to allocate among the disputing Owners all costs of the maintenance, repair or replacement and all costs (including attorney's fees) incurred in the dispute resolution process.

(b) Each disputing Owner must pay their allocated share of compliance costs (including attorney's fees) within thirty days after receipt of a statement for payment thereof. A final costs statement may be submitted by the Board or may be submitted by disputing Owners to the Board for resolution as above provided. If any Owner fails to pay their allocated costs as aforesaid, all such costs shall automatically be assessed as a specific assessment against the defaulting Owner as provided in **Section 5.06**. If one Owner has prepaid allocated costs of another and the prepaid sum is later collected by the Association, that sum (without interest if any) will be reimbursed to the Owner who prepaid same. All rights and remedies under this Section are cumulative.

**SECTION 6.03**      Right of Entry and Inspection; Owner's Default.      In the event the Board or ACC determine that (i) an Owner may have or has failed or refused to discharge properly the Owner's maintenance obligations as provided in this Article, or (ii) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder may have or has been caused through the willful or negligent act or omission of an Owner, the Owner's tenants, or their respective Related Parties, then the Board or ACC may conduct inspections of any affected Lot, the exterior of the residence and all other buildings thereon, and all other structures and improvements thereon (a "Compliance Inspection") and/or perform the repair, replacement or maintenance (the "Required Work") in accordance with this Section. The Board or ACC must give written notice of

intent to conduct a Compliance Inspection and/or to perform Required Work. The notice may be given by posting on the front door of the residence at the applicable Lot regardless of any other address maintained by the Owner, or in any other manner permitted by **Section 10.05**. Except in the case of an emergency, the notice shall give the applicable Owner ten days to schedule a Compliance Inspection and/or perform Required Work (or to commence and thereafter proceed with diligence to completion of Required Work which cannot be reasonably completed in ten days), failing which the Board or ACC may proceed without further notice. In the case of an emergency the Board or ACC may proceed immediately with any Required Work required to abate the emergency but shall thereafter proceed as aforesaid. All costs and expenses of conducting a Compliance Inspection as to which a violation is determined to exist and all costs and expenses of Required Work performed by the Board or ACC shall be assessed against the applicable Lot and the Owner thereof as a specific assessment which must be paid within ten days after notice of same is given to the applicable Owner. The good faith determination by the Board or ACC as to the need for a Compliance Inspection and as to all aspects of Required Work is final and conclusive, and extends to any thing or condition as to such Lot or which adversely affects any other Lot or Community Properties. The Association, the Board or ACC and their Related Parties are not liable for trespass or any other tort or claim for damages in connection with any actions or failure to act pursuant to this Section.

**SECTION 6.04**      Casualty Losses - Association Responsibilities. Except as hereafter provided, in the event of damage by fire or other casualty to the Community Properties or regarding any other matters as to which the Association has an obligation to maintain pursuant to this Declaration or other Governing Documents, or if any governmental authority requires any repair, reconstruction or replacement as to same, the Association must perform all repairs, reconstruction or replacement necessitated thereby (the "Casualty Work"). The Casualty Work must be such as will substantially restore the Community Properties to its condition prior to the casualty or as required by the governmental authority. Any insurance proceeds payable as to the Casualty Work must be paid to the Association. Except for Casualty Work which is required by any governmental authority, the Owners may agree not to perform any Casualty Work. Any decision not to perform Casualty Work must be submitted to the Owners at a special meeting of Members called for that purpose, and must be approved by affirmative vote of the Owners of not less than a majority of all Lots then contained in the Subdivision.

**SECTION 6.05**      Casualty Losses - Owner Responsibilities.

**6.05.1** Required Repair or Replacement. Whether or not insured, and unless completely razed or removed as permitted by the next subsection, all damage or destruction by fire or other casualty to all or any portion of any improvements on a Lot, including the residence and/or any appurtenant garage as originally constructed on a Lot, must be repaired or replaced by the Owner thereof within seventy-five days after such damage or destruction; or, where repairs or replacements cannot be completed within seventy-five days, they must be commenced within such period and completed within a reasonable time thereafter. For good cause shown, the ACC may extend the foregoing periods.

**6.05.2** Other Casualty Losses. Whether or not insured, any building, structure, improvement and any other type of Regulated Modification which is damaged or destroyed and

which is not repaired or replaced as provided by the above subsection must either be razed or removed in its entirety from the affected Lot and the Subdivision within sixty days after such damage or destruction. This includes removal of any foundation as to any razed or removed building, structure or other improvement and such other restoration required such that after razing or removal Prevailing Community Standards are maintained. For good cause shown, the ACC may extend the foregoing periods.

6.05.3 ACC Approval Required. The provisions of **Article IV** apply to all work and any other activities pursuant to the requirements of this Section.

SECTION 6.06            Owner Insurance.

6.06.1 General. The Owner of each Lot must maintain personal liability insurance and all-risk property and casualty insurance as required by this Section, and of such types and forms, in such amounts and with such deductibles, limits and other terms as from time to time established by applicable Rules and Regulations. The Board is also specifically authorized by applicable Rules and Regulations to alter, amend, repeal or revise any provisions of this Section (including all subparts). NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISIONS OF THIS SECTION, THIS DECLARATION OR ANY OTHER GOVERNING DOCUMENTS **(I)** OBTAINING OF LIABILITY AND PROPERTY INSURANCE REGARDING AND FOR EACH LOT AND ALL IMPROVEMENTS THEREON (INCLUDING RESIDENCES AND APPURTENANT STRUCTURES AND THE CONTENTS THEREOF) IS THE SOLE RESPONSIBILITY OF THE OWNER THEREOF, **(II)** DECLARANT, THE ASSOCIATION, THE BOARD AND THEIR RELATED PARTIES MAKE NO REPRESENTATION WHATSOEVER THAT THE LIMITS OR FORMS OF INSURANCE REQUIRED BY THIS SECTION OR THAT COMPLIANCE IN ANY OTHER RESPECT WITH THE PROVISIONS HEREOF WILL BE ADEQUATE FOR ANY PURPOSE, AND **(III)** DECLARANT, THE ASSOCIATION, THE BOARD AND THEIR RELATED PARTIES HAVE NO OBLIGATION WHATSOEVER TO CONFIRM COMPLIANCE BY ANY OWNER WITH ANY PROVISIONS OF THIS SECTION, OR TO ACT ON BEHALF OF ANY OWNER AS TO OBTAINING OF ANY INSURANCE OR OTHERWISE COMPLYING WITH ANY PROVISIONS OF THIS SECTION OR TO OTHERWISE ASSUME ANY RESPONSIBILITY REGARDING THE FOREGOING.

6.06.2 Required Coverage. At a minimum, the Owner of each Lot must obtain property insurance to insure the residential dwelling thereon, and all fixtures, equipment and other improvements pertaining thereto. Said dwelling coverage must be on a current replacement cost basis in an amount of not less than ninety percent (90%) of the insurable value against risks of loss or damage by fire and other hazards as are covered by standard extended all-risk coverage, with demolition endorsement (or equivalent), and must include coverage against **(i)** fire and lightning, **(ii)** smoke, **(iii)** windstorm, hurricane and hail, **(iv)** explosion, **(v)** aircraft and vehicles, **(vi)** vandalism, malicious mischief and theft, **(vii)** riot and civil commotion, **(viii)** collapse of building in whole or in part, **(ix)** accidental discharge, leakage or overflow of water or steam from within a plumbing, heating or air conditioning system or household appliance, **(x)** falling objects, **(xi)** freezing and **(xii)** flood insurance, if applicable.

6.06.3 Coverage Periods, Policy Provisions. Dwelling coverage as required by this Section must be obtained effective as of the date of acquisition of ownership by an Owner, and must remain continuously in effect through the date of acquisition of ownership by each succeeding Owner. Each policy must to the extent obtainable (i) waive any rights of the insurer to subrogation against Declarant, the Association and their Related Parties, (ii) provide primary coverage in the event of any other coverage under other insurance carried by Declarant, the Association or their Related Parties, and (iii) upon written request by the Association, provide that the insurer may not cancel or refuse to renew the policy until at least thirty days written notice is given to the Association.

6.06.4 Proof of Coverage; Default. At the time of acquisition of any and all coverage required by this Section or applicable Rules and Regulations and at the time of each renewal, a policy declaration signed by the insurer and setting forth the types of coverage, endorsements, deductibles and limits must be mailed to the Association. In addition, at any other time the Board deems appropriate and upon not less than five days written notice, the Board may require any Owner to provide to the Association proof of insurance as required by this Section and any applicable Rules and Regulations in such manner and form as the Board may require. If in the sole opinion of the Board satisfactory proof of insurance is not provided, the Association may obtain (but has no obligation whatsoever to obtain) the required coverage on behalf of the Owner and assess as a specific assessment all premiums and all other costs and expenses related thereto to the defaulting Owner.

SECTION 6.07 Association Insurance. To the extent reasonably available, the Association shall maintain property insurance on all insurable Community Properties insuring against all risk of direct physical loss commonly insured against, including fire and extended coverage, in a total amount of at least eighty percent of the replacement cost or actual cost value of the insured property, comprehensive liability insurance, including medical payments insurance, libel, slander, false arrest and invasion of privacy coverage, and errors and omissions coverage, in amounts determined by the Board and covering all occurrences commonly insured against for death, bodily injury, and property damage, and such other insurance as the Board deems appropriate. The Board shall determine appropriate deductibles for all insurance policies. THE ASSOCIATION, THE BOARD, THE ACC AND THEIR RELATED PARTIES ARE NOT LIABLE FOR FAILURE TO OBTAIN ANY INSURANCE COVERAGE OR TO OTHERWISE COMPLY WITH ANY OTHER PROVISIONS OF THIS **ARTICLE VI** REGARDING SAME IF SUCH FAILURE IS DUE TO UNAVAILABILITY OR TO EXCESSIVE COSTS AS DETERMINED IN THE SOLE GOOD FAITH OPINION OF THE BOARD, OR FOR ANY OTHER REASON BEYOND THE REASONABLE CONTROL OF THE BOARD. The Board is specifically authorized from time to time to adopt and amend policies, procedures and any other Rules and Regulations to more fully effectuate the purposes and intent of the provisions of this **Article VI**.

SECTION 6.08 Agreement Relating to Common Walls and Other Shared Structural Components.

6.08.1 Irrevocable Agreement. Each Townhouse will share a wall or walls common to the adjacent Townhouse or Townhouses which separates each Townhouse (the "Common Wall").

Each Owner, by acceptance of an executory contract for conveyance, deed or other conveyance to a Lot, hereby irrevocably agrees each of the provisions of this Section shall govern the use, maintenance, repair, replacement and extension of any and all Common Walls.

6.08.2 Common Usage. Each Owner acknowledges and agrees that the adjoining Townhouse Owner has full right to use the Common Wall for the insertion of beams or otherwise for support and enclosure; provided, however, that such use may not injure the adjoining Townhouse or impair the Common Wall benefits of support and enclosure to which the adjoining Townhouse is entitled; and further provided that prior written notice of such use is given to the Owner by the adjoining Owner as provided in **Section 9.03.2**. To facilitate such use and for the purpose of erecting, extending, repairing or replacing the Common Wall as may be herein provided, each Owner is licensed by the adjoining Owner to enter upon the adjoining Owner's premises to make necessary excavations or to do all other work necessary to exercise the rights provided in the other provisions of this Article.

6.08.3 Extensions. Both the Owner and the adjoining Owner have the right to extend the Common Wall either horizontally or vertically, or both, and to make such extension of greater thickness of the Common Wall or any extension thereof already built; provided, however, such added thickness may not be placed upon the land of the other Owner without that Owner's consent in writing, and any such addition may not injure the adjoining Townhouse or impair the Common Wall benefits of support and enclosure to which the adjoining Townhouse is entitled; and provided further that prior approval of the ACC as herein provided is obtained. In the event the Common Wall is extended as herein provided, either Owner has the right to use the same for any proper purposes for which the extension may be made to the full extent of the length and height thereof and in the same manner that the Owner is entitled, under the provisions hereof, to use the Common Wall as originally constructed. In the event the Common Wall is extended as herein provided, the cost and expense of the extension must be borne by the Owner causing it to be made; provided, however, that should the adjoining Owner then use the extension or any portion thereof as a Common Wall, then that adjoining Owner must pay to the other Owner, fifty percent (50%) of the cost of the extension or portion thereof used as a Common Wall.

6.08.4 Costs of Repair or Rebuilding. In the event that it becomes necessary to repair or rebuild the Common Wall or any portion thereof as constructed or extended, the cost of repairing or rebuilding the portions of the Common Wall used by both Owners at the time will be at the expense of both Owners in equal shares, and the cost of repairing or rebuilding any remaining portion will be wholly at the expense of the Owner who exclusively uses that portion.

6.08.5 Damage or Destruction. In the event the Common Wall is totally or partially destroyed by fire or other casualty, the Common Wall must be reconstructed either (i) at the expense of both Owners, in equal shares, in the event both intend to continue the use of the Common Wall, or (ii) at the expense of the Owner intending to continue use of the Common Wall if only one Owner will continue its use.

6.08.6 Negligence; Weatherproofing. Notwithstanding any other provisions of this Section, an Owner who by their negligent or willful act causes damages to or destruction of a

Common Wall or causes the Common Wall to be exposed to the elements must bear the whole cost of repair and replacement, including furnishing the necessary protection against such elements, and shall otherwise be liable for all damages resulting from same.

6.08.7 Other Shared Components. The Owner of each Townhouse is hereby required to share in the cost of maintenance, repair and replacement of any common roof or foundation, and such other shared components as determined by the ACC. Costs shall be shared, pro rata, based on the relative size of the foundation covered by each Townhouse or the relative size of the roof covering each Townhouse as to maintenance, repair or replacement of a shared foundation, and as to replacement (including re-shingling) of a shared roof. Costs for maintenance or repair of any portion of a roof which exclusively services only one Townhouse shall be paid by the Owner of the Townhouse so served. The affected Owners by agreement, or the ACC upon written request of any affected Owner, may vary the foregoing cost allocations when the circumstances clearly demonstrate a different manner of allocation is required, and may determine allocation of costs as to any other shared components. The ACC is also specifically authorized to adopted Architectural Guidelines regarding any shared components, and to resolve any disputes regarding same as provided in **Section 4.02.6**. The immediately preceding subsection regarding negligence and any other applicable provisions of this Section also apply to Townhouse shared components.

6.08.8 Duration. The duration of all provisions of this Section extends for a period of time equal to these covenants and restrictions and as long thereafter as reasonably necessary to the use and occupancy of each Townhouse , and constitutes an easement and a covenant running with the land; provided, however, that nothing herein contained shall be construed as a conveyance by either party of any rights in the fee of the land upon which a Common Wall may stand.

6.08.9 Extension of Owners' Access Easement. Notwithstanding any other provisions hereof to the contrary, the access easement as set forth in **Section 9.03** is hereby extended to entry to a Townhouse as is necessary to perform needed work as to the Common Wall and other shared structural components, subject however to (i) reasonable requirements by the Owner and/or occupant of the Townhouse being accessed to protect the privacy of the occupants and the contents of the Townhouse , and (ii) such other Rules and Regulations as from time to time adopted by the Board.

6.08.10 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability of adjacent owners for property damage due to negligence or willful acts or omissions apply to each Common Wall.

## **Article VII** **Use Restrictions**

### **SECTION 7.01      Residential Use; Group Homes; Treatment Facilities.**

7.01.1 General. Each and every Lot is hereby restricted to single family residential use only. No residence may be occupied by more than one single family.



7.01.2 No Business, Professional, Commercial or Manufacturing Use. No business, professional, commercial or manufacturing use may be made of any Lot or any improvement located thereon, even though such business, professional, commercial or manufacturing use be subordinate or incident to use of the premises as a residence, and regardless of whether or not done for profit or remuneration. Notwithstanding the foregoing, a single family residence may be used for maintenance of a personal professional library, keeping of personal or professional records or accounts, or handling personal business or professional telephone calls, or for other business activity, but if and only if such business activity (i) is limited to the business of the Owner or the Owner's tenant (but not both), and is secondary to use of the residence as a single family residence, (ii) is not detectable by sight, sound or smell from outside the residence, and there is no other external evidence thereof (including signs), (iii) does not involve the storage of any equipment, materials or devices which are hazardous or constitute any type of threat to health or safety or other nuisance, and (iv) complies with all applicable governmental ordinances (including zoning ordinances), and with any other governmental laws, rules, regulations and permitting or licensing requirements applicable to same.

7.01.3 Residential Use Only. Without limitation of the foregoing, as used in this Declaration the term "residential use" shall be construed to prohibit the use of any Lot or the residence thereon for apartment houses or other type of dwelling designed for multi-family dwelling, or use for or operation of a boarding or rooming house or residence for transients, or the use of any permitted outbuilding as an apartment or residential living quarters.

7.01.4 Single Family Defined. As used in this Declaration the term "single family" means either: (i) husband and wife, their dependent children and their dependent parents, grandparents, grandchildren, brothers and sisters who are maintaining a common household and who are members of a single family related by blood, marriage or adoption; or (ii) one or more natural persons not so related but who are maintaining a common household in a single family residence on a nonprofit, noncommercial basis with a common kitchen and dining area; and (iii) the bona fide domestic servants of either.

7.01.5 Group Homes; Day-Care Center; Treatment Facilities. To the fullest extent allowed by law, no Lot or any part of the single family residence thereon may be used for the operation of a group home, half-way house, day-care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicaps or illness, or other similar matters. The foregoing does not include a "community home" established and maintained pursuant to and in strict compliance with Chapter 123 of the Texas Health and Safety Code, and all applicable governmental licensing requirements, rules and regulations.

SECTION 7.02 Pets, Animals and Livestock. No animals, hogs, horses, livestock, reptiles, fish or poultry of any kind may be raised, bred, kept or maintained on any Lot at any time except "Permitted Pets" which are dogs, cats and other usual and customary household pets. Not more than three Permitted Pets are allowed per Lot unless authorized in writing by the Board or

applicable Rules and Regulations, and no Permitted Pets may be raised, bred, kept or maintained for commercial purposes. All Permitted Pets must be kept on a leash or carried, and must otherwise be maintained under the control of their owner when outside the owner's residence or when not maintained in an enclosed yard from which the Permitted Pet cannot escape.

SECTION 7.03      Vehicles: Parking.

7.03.1 Prohibited Vehicles; Covers Prohibited. No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter ton pick-up, recreational vehicle, bus, unused vehicle, inoperable vehicle of any kind (including any vehicle requiring same which does not have both a current and valid license plate and current and valid state inspection sticker), and no unsightly vehicle as determined in the sole opinion of the Board, may be parked, stored or kept at anytime within the Subdivision, or on any driveway or upon any Lot unless such vehicle is stored completely within a garage. Use of vehicle covers of any kind (except for vehicles parked completely in a garage) is prohibited.

7.03.2 Prohibited Parking - General. No vehicle of any kind may be parked, stored or otherwise permitted to remain at any time (i) on grass or any other similar portion of any Lot or any other place within the Subdivision not intended customarily for use for parking of vehicles, or (ii) in a slanted or diagonal manner across any driveway or other designated parking space, or in any other manner other than as is customary for the type of parking space being used, or (iii) in such manner as to obstruct or impede sidewalk, driveway or street access or usage, or in such manner that any part of the vehicle extends in to any part of any street or common drive. No Owner or resident is permitted to park or store any vehicle on the Lot of another Owner or resident.

7.03.3 PARKING.

(a) OCCUPANT VEHICLES. IN THIS SECTION (AND THIS DECLARATION), "OCCUPANT VEHICLES" MEANS ANY PERMITTED VEHICLES AS TO EACH LOT WHICH ARE OWNED AND/OR OPERATED BY (I) ANY SINGLE FAMILY MEMBER OF THE RESIDENTS OF EACH LOT, AND (II) ANY OTHER PERSON VISITING OR STAYING AT THE LOT WHO PARKS THE VEHICLE WITHIN THE SUBDIVISION AT ANY TIME MORE THAN THREE DAYS IN ANY WEEK OR MORE THAN FIVE DAYS IN ANY CONSECUTIVE THIRTY DAY PERIOD. OCCUPANT VEHICLES MAY BE PARKED ONLY IN THE GARAGE OF THE RESIDENCE AT WHICH THE OPERATOR THEREOF RESIDES, OR UPON THE PRIVATE DRIVEWAY TO THE GARAGE FOR SAID RESIDENCE, IF ANY. PARKING UPON A PRIVATE DRIVEWAY AS AFORESAID IS PERMITTED ONLY IF THE DRIVEWAY IS OF SUFFICIENT SIZE THAT THE ENTIRE OCCUPANT VEHICLE CAN BE PARKED WHOLLY WITHIN THE PRIVATE DRIVEWAY. IN ADDITION, AT LEAST ONE OCCUPANT VEHICLE MUST BE PARKED IN THE GARAGE BEFORE ANOTHER OCCUPANT VEHICLE IS PARKED UPON THE PRIVATE DRIVEWAY. PARKING OF OCCUPANT VEHICLES AT ANY TIME AT ANY LOCATION IN THE SUBDIVISION EXCEPT IN ACCORDANCE WITH THE FOREGOING, INCLUDING PARKING OF OCCUPANT VEHICLES UPON ANY STREET WITHIN THE SUBDIVISION IS STRICTLY PROHIBITED. THE BOARD MAY (BUT IS NOT OBLIGATED TO) ADOPT RULES AND

REGULATIONS TO PERMIT PARKING OF OCCUPANT VEHICLES UPON A STREET WITHIN THE SUBDIVISION TO THE EXTENT IT DEEMS APPROPRIATE IN GENERAL AND/OR IN INDIVIDUAL CASES TO ACCOMMODATE UNUSUAL CIRCUMSTANCES OR ALLEVIATE UNDUE HARDSHIP.

(b) GUEST PARKING. EITHER ZERO OR A VERY LIMITED AREA OR AREAS WILL BE PROVIDED FOR GUEST PARKING WITHIN THE SUBDIVISION. UNLESS PERMITTED BY APPLICABLE RULES AND REGULATIONS, GUEST PARKING UPON ANY STREET WITHIN THE SUBDIVISION IS ALSO PROHIBITED. GUESTS MAY PARK IN THE DRIVEWAY, IF ANY AND IF OF SUFFICIENT SIZE, AS ABOVE PROVIDED REGARDING OCCUPANT VEHICLES, OF THE LOT THE GUEST IS VISITING.

(c) ASSIGNED PARKING; NOTICE OF LIMITED PARKING. DECLARANT DURING THE DEVELOPMENT PERIOD, AND THE BOARD BY ADOPTION OF APPLICABLE RULES AND REGULATIONS THEREAFTER, MAY DESIGNATE SPECIFIC AREAS WITHIN THE SUBDIVISION AS MAY BE AVAILABLE, IF ANY, AS ADDITIONAL PARKING AREAS FOR RESIDENTS OR AS GUEST PARKING, BUT NEITHER SHALL HAVE ANY OBLIGATION WHATSOEVER TO PROVIDE FOR ANY SUCH PARKING AREAS. OCCUPANT VEHICLES MAY NOT AT ANY TIME BE PARKED IN ANY AREA DESIGNATED FOR GUEST PARKING UNLESS OTHERWISE EXPRESSLY PERMITTED BY APPLICABLE RULES AND REGULATIONS. IF PARKING OF OCCUPANT OR GUEST VEHICLES IS AT ANY TIME ALLOWED ON ANY STREET, EACH AS ABOVE PROVIDED, THE VEHICLES MUST BE PARKED ALONG THE SIDE OF THE STREET IN FRONT OF, AND ON THE SAME SIDE OF THE STREET OF, THE LOT AT WHICH THE OPERATOR OF THE OCCUPANT VEHICLE RESIDES OR WHICH THE GUEST IS VISITING, OR AS CLOSE THERETO AS CIRCUMSTANCES PERMIT. ACCORDINGLY, NO SUCH PARKING MAY EVER BE AVAILABLE WITHIN THE SUBDIVISION, AND ANY DESIGNATION OF PARKING AREAS MAY BE CHANGED FROM TIME TO TIME AND AT ANY TIME BY DECLARANT OR THE BOARD, AS APPLICABLE, AS EITHER IN THEIR SOLE DISCRETION MAY DETERMINE. IN ALL EVENTS, AVAILABLE PARKING WITHIN THE SUBDIVISION FOR OCCUPANT VEHICLES AND/OR GUESTS IS EXTREMELY LIMITED, AND PARKING ON AREA PUBLIC STREETS MAY ALSO BE LIMITED OR UNAVAILABLE. SEE ALSO SECTION 8.01.2 REGARDING LIMITATION AS TO GARAGE SIZE. ANY SUCH LIMITATIONS SHALL NOT BE A BASIS FOR NON-COMPLIANCE WITH APPLICABLE PROVISIONS OF THIS DECLARATION OR ANY OTHER GOVERNING DOCUMENTS (INCLUDING APPLICABLE RULES AND REGULATIONS), AND SHALL NOT BE A BASIS FOR ANY CLAIM WHATSOEVER AGAINST DECLARANT OR THE ASSOCIATION, OR ANY OF THEIR RELATED PARTIES.

(d) TEMPORARY PARKING. TEMPORARY PARKING UPON A STREET IN THE SUBDIVISION IS PERMITTED BY OCCUPANT VEHICLES, GUESTS AND INVITEES, AND BY PICK-UP OR DELIVERY SERVICES, BUT SOLELY FOR PURPOSES OF LOADING AND UNLOADING OF PASSENGERS AND CARGO, AND SUBJECT TO SUCH RULES AND REGULATIONS AS FROM TIME TO TIME PROMULGATED BY THE BOARD AND OTHER APPLICABLE ORDINANCES AND LAWS (SUCH AS PROHIBITIONS

AGAINST PARKING IN FIRE LANES, OR IN SUCH MANNER AS TO BLOCK ENTRY TO OR EXIT FROM THE SUBDIVISION). "TEMPORARY" MEANS ONLY FOR SO LONG A PERIOD OF TIME AS IS REASONABLY NECESSARY TO COMPLETE LOADING, UNLOADING, PICK-UP OR DELIVERY, WITH SUCH ACTIVITY COMMENCED PROMPTLY AFTER THE VEHICLE IS PARKED. ANY PARKING IN EXCESS OF TWENTY MINUTES IS PRESUMED NOT TO BE TEMPORARY. PICK-UP OR DELIVERIES REQUIRING LONGER THAN TWENTY MINUTES (SUCH AS MOVING IN OR OUT OF A RESIDENCE) SHALL BE COORDINATED WITH THE ASSOCIATION, SHALL BE CONDUCTED IN SUCH MANNER AS TO MINIMIZE INTERFERENCE WITH TRAFFIC AND PEDESTRIAN INGRESS AND EGRESS, AND SHALL OTHERWISE BE CONDUCTED IN ACCORDANCE WITH DIRECTIVES OF THE ASSOCIATION AND APPLICABLE RULES AND REGULATIONS. THE ASSOCIATION MAY PROHIBIT VERY LARGE AND/OR HEAVY VEHICLES WHICH MAY CAUSE DAMAGE TO STREETS FROM ENTERING THE SUBDIVISION, AND IN ALL EVENTS, EACH OWNER, AND THEIR TENANT IS, AS APPLICABLE, SHALL BE LIABLE FOR ALL DAMAGES CAUSED TO ANY STREET OR OTHER PROPERTY BY ENTRY INTO OR PARKING OF ANY SUCH VEHICLE IN THE SUBDIVISION AT THE REQUEST OF OR ON BEHALF OF SUCH OWNER OR TENANT.

(e) SHARED DRIVE PARKING AND OBSTRUCTION. IF PARKING OF OCCUPANT OR GUEST VEHICLES IS AT ANY TIME ALLOWED ON ANY STREET OR SHARED DRIVE (AS DEFINED IN SECTION 2.05), AS ABOVE PROVIDED, THE VEHICLES MUST BE PARKED ALONG THE SIDE OF THE STREET OR SHARED DRIVE IN FRONT OF, AND ON THE SAME SIDE OF THE STREET OR SHARED DRIVE OF, THE LOT AT WHICH THE OPERATOR OF THE OCCUPANT VEHICLE RESIDES OR WHICH THE GUEST IS VISITING, OR AS CLOSE THERETO AS CIRCUMSTANCES PERMIT. NO OBJECT, THING OR DEVICE SHALL BE PLACE, STORED OR MAINTAINED WITHIN OR UPON ANY STREET OR SHARED DRIVE (OTHER THAN PARKING OF VEHICLES AS HEREIN PERMITTED), AND NO ACTIVITIES ARE PERMITTED THEREON WHICH WOULD IMPEDE OR IMPAIR IT'S INTENDED USE SOLELY FOR PURPOSES OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS. WITHOUT LIMITATION OF THE FOREGOING, NO TOYS, BARBEQUE OR OTHER COOKING EQUIPMENT, OR ANY RECREATIONAL EQUIPMENT SHALL BE PLACED, MAINTAINED OR STORED WITHIN OR UPON ANY SHARED DRIVE, NOR SHALL ANY LOITERING, PLAYING OR GATHERINGS BE PERMITTED THEREIN OR THEREON.

(f) RESPONSIBILITIES OF OWNERS AND TENANTS. OWNERS AND THEIR TENANTS MUST OBTAIN FULL COMPLIANCE WITH THE PROVISIONS OF THIS SECTION (INCLUDING RULES AND REGULATIONS ADOPTED PURSUANT TO THIS DECLARATION) BY THEIR RESPECTIVE RELATED PARTIES, AND EACH IS JOINTLY AND SEVERALLY LIABLE FOR ALL VIOLATIONS BY THEIR RESPECTIVE RELATED PARTIES.

7.03.4 Repair of Vehicles. No work on any vehicle within the Subdivision, including on any street, or on any Community Properties, or on any Lot, may be performed at any time other

than temporary emergency repairs or other work required in order to promptly remove an inoperable or disabled vehicle from the Subdivision or to and completely within a garage.

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

7.03.6 Presumptive Violations. Repairs or other work extended over a period exceeding eight hours is conclusively presumed not to be "temporary". Any vehicle is conclusively presumed to be "unused" or "inoperable" if the vehicle has not been operated outside the Subdivision for seven or more consecutive days or the vehicle has not been operated outside the Subdivision more than twice in any fourteen day period. The provisions hereof do not prejudice the right of the Association to otherwise establish a violation. The foregoing provisions do not apply to any vehicle completely stored within a garage. The Board may grant reasonable exceptions to the foregoing upon receipt of written request from an Owner or their tenant.

7.03.7 Towing; Other Remedies. The Board or its designated representative may, after two written warnings, cause any vehicle which is parked, stored or maintained in violation of this Declaration or other Governing Documents, or in violation of any ordinance, statute or other governmental regulation, to be removed from the Subdivision to any vehicle storage facility within Harris County, Texas at the sole cost and expense of the Person owning such vehicle (whether or not such Person is an Owner) and/or the Owner as to whom such Person is a tenant, visitor, guest, invitee or other Related Party. Any such removal may be in accordance with any applicable statute or ordinance, including Chapter 684 of the Texas Transportation Code, as amended.

7.03.8 LIMITATION OF LIABILITY. DECLARANT, THE ASSOCIATION, THEIR RELATED PARTIES, AND ANY PERSON REMOVING ANY VEHICLE AS HEREIN PROVIDED (THE "INDEMNITEES") HAVE NO LIABILITY WHATSOEVER IN CONSEQUENCE OF REMOVAL OF ANY VEHICLE AS HEREIN PROVIDED. THE PERSON OWNING EACH TOWED VEHICLE (WHETHER OR NOT SUCH PERSON IS AN OWNER) AND THE OWNER AND OWNER'S TENANT AS TO WHOM SUCH PERSON IS A VISITOR, GUEST, INVITEE, OR OTHER RELATED PARTY, SHALL HOLD ALL SUCH INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LIABILITIES OR DAMAGES ARISING, DIRECTLY OR INDIRECTLY, AS RESULT OF SUCH REMOVAL. THE PROVISIONS HEREOF ARE CUMULATIVE OF THE PROVISIONS OF SECTION 3.06.

SECTION 7.04      Nuisance; Unsightly or Unkempt Conditions.

7.04.1 General. It is the continuing responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot. No Lot may be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye. No hobbies or activities which will cause disorderly, unsightly, or unkempt conditions, including without limitation the assembly or disassembly of or repair work on motor vehicles or other mechanical

devices, may be performed within the Subdivision. There may not be maintained any plants, animals, devices, thing, use or activities of any sort which in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the residents of the Subdivision.

7.04.2 Nuisance or Annoyance. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed thereon that is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

7.04.3 Pollutants; Hazardous Materials. Without limitation of any other provisions of this Section, no Owner or tenant, and Related Parties of either, shall dump grass clippings, leaves or other debris, detergents, petroleum products, fertilizers, or other pollutants or potentially hazardous or toxic substances, in any sewer system, water system, drainage ditch, stream, pond or lake within the Subdivision, or do any thing or maintain or permit any condition in violation of applicable environmental, toxic or hazardous waste or similar laws, rules or regulations. THE FOREGOING DOES NOT PLACE UPON DECLARANT, THE ASSOCIATION, THE ACC OR ANY OF THEIR RELATED PARTIES ANY OBLIGATION FOR ENFORCEMENT OF ANY APPLICABLE ENVIRONMENTAL, TOXIC OR HAZARDOUS WASTE OR SIMILAR LAWS, RULES OR REGULATIONS.

7.04.4 Sound Devices; Excessive Noise. No exterior speaker, horn, whistle, bell or other sound device shall be located, placed or used upon any Lot or improvement thereon. The foregoing shall not apply to fire or security devices used exclusively for such purpose; provided, such devices must be installed such as not to be visible from any street and otherwise in as inconspicuous a manner as possible.

SECTION 7.05 Disposal of Trash. No trash, rubbish, garbage, manure, debris or offensive material of any kind may be kept or allowed to remain on any Lot, nor may any Lot be used or maintained as a dumping ground for such materials. No incinerator may be maintained on any portion of the Subdivision, and disposal of any materials by incineration within the Subdivision is strictly prohibited. All trash and similar matter to be disposed of must be placed in cans or similar receptacles with tight fitting lids or plastic bags tied or otherwise tightly secured, and must be placed in an area adequately screened by planting or fencing from public view or within a garage except when placed for regular pickup as herein provided. Equipment used for the temporary storage and/or disposal of such material prior to removal must be kept in a clean and sanitary condition, and must comply with all applicable federal, state, county, municipal or other governmental laws and regulations. All such prohibited matter must be removed from each Lot at regular intervals if not removed or removable by a regular garbage and sanitation service. Trash and garbage for pickup by a regular service must be placed in such area or areas as the Board may from time to time direct, or as the applicable garbage and sanitation service or provider may require; provided trash and garbage may not be placed for pickup earlier than eight (8) hours prior to a scheduled pickup day, and all receptacles therefor and any remaining trash and garbage must be removed from the pickup site by midnight of the pickup day. Any of the foregoing provisions may be modified, added to or deleted by applicable Rules and Regulations.

SECTION 7.06 Firearms and Fireworks Prohibited. The use of firearms in the Subdivision is strictly prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and small or large firearms of all types. Fireworks of any type are strictly prohibited upon any Community Properties. If otherwise permitted by law, fireworks are permitted only upon the driveway of a Lot, and all trash from same must be removed by noon of the following day.

SECTION 7.07 Leases.

7.07.1 Restrictions. No Lot may be leased other than for use as a single family residence as herein provided and defined. No Owner may lease a Lot and attendant use of the residence and improvements thereon for transient or hotel purposes. No Owner may lease less than an entire Lot and attendant use of the residence and improvements thereon. All leases: (i) must be in writing; and (ii) are specifically subject in all respects to all provisions of this Declaration and all other Governing Documents (whether or not expressly stated in the lease), and any failure by lessee to comply with this Declaration or any other Governing Documents will be a default under the lease.

7.07.2 Default. In the event of default under any lease due to violation of this Declaration or any other Governing Documents, the Board may (but has no obligation to) initiate any proceedings, actions or litigation under the lease to enforce compliance or to terminate the lease and/or for eviction.

7.07.3 Joint and Several Liabilities. Lessor(s) and lessee(s) are jointly and severally liable for the observance and performance of all of the terms and provisions of this Declaration and all other Governing Documents, including without limitation joint and several liability for all damages, costs and expenses resulting from any violation, by either, or by their respective Related Parties, all fines and assessments imposed hereby and with respect to all other rights and remedies regarding enforcement of this Declaration and all other Governing Documents.

SECTION 7.08 Garage Usage. No portion of any garage may be diverted to any use other than the parking of vehicles and other generally accepted and customary usage of a garage. In particular but not in limitation of the foregoing, no portion of any garage may be used as a residence or a game room, or for any similar use as living quarters.

SECTION 7.09 Mineral Production. No drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

SECTION 7.10 Rules and Regulations. The Association is hereby specifically authorized to promulgate, amend, modify and delete such reasonable Rules and Regulations applicable to the operation, use and occupancy of the Subdivision, including all Lots and Community Properties, as the Association may from time to time deem beneficial to the Subdivision, including without limitation, Rules and Regulations for imposition of fines for violations of this Declaration or other Governing Documents.

**Article VIII**  
**Architectural Restrictions**

SECTION 8.01      Type of Residence.

8.01.1 Single Family Residence. No building other than one single family residence not to exceed two and one half stories which is to be occupied as a residence by one single family, an appurtenant garage and such outbuildings if and as may be approved in writing by the ACC may be constructed, placed or permitted to remain on each Lot. Without limitation of the foregoing, the term "single family residence" shall be construed to prohibit duplex houses, garage apartments, apartment houses, and any other multi-family dwelling. The foregoing shall not be construed to prohibit construction of any Townhouse as herein provided.

8.01.2 Garages and Garage Doors. All single family residences must have an enclosed attached or detached garage for parking of not less than two or more than three cars. Each such garage must contain a minimum of three hundred fifty (350) square feet of interior floor space. The garage must be architecturally similar and compatible to the appurtenant residence, including as to roof line and appearance. Except for porte-cocheres, carports on Lots are prohibited. All garages must be enclosed with permanent walls and their fronts enclosed with standard type overhead doors customarily used in the building industry which garage doors must be maintained in good working order at all times. ANY REPLACEMENT GARAGE DOOR MUST BE OF EQUAL OR BETTER QUALITY AND SUBSTANTIALLY THE SAME DESIGN AS THE GARAGE DOOR FOR THE GARAGE AS ORIGINALLY CONSTRUCTED, AND MUST BE PAINTED TO MATCH THE COLOR SCHEME OF THE RESIDENCE AS ORIGINALLY CONSTRUCTED OR A SUBSEQUENT COLOR SCHEME WHICH HAS BEEN APPROVED IN WRITING BY THE ACC. Except for interior modifications of a garage wholly consistent with its use as a garage and which do not alter the use or exterior appearance of the garage as originally constructed, no modification of the interior or exterior of any garage as originally constructed is permitted without prior written approval of the ACC. GARAGE DOORS MUST BE KEPT CLOSED AT ALL TIMES EXCEPT FOR ENTRY AND EXIT OF VEHICLES OR DURING BRIEF PERIODS WHEN THE GARAGE IS BEING ACTIVELY USED FOR CUSTOMARY PURPOSES.

8.01.3 New Construction and Continued Maintenance Required. All residences, buildings and structures must be of new construction, and no residence, building or structure may be moved from another location to any Lot without prior written approval of the ACC. All residences, buildings and structures must be kept in good repair, must be painted (as applicable) when necessary to preserve their attractiveness and must otherwise be maintained in such manner as to obtain and maintain Prevailing Community Standards.

8.01.4 Tents, Mobile Homes and Temporary Structures Prohibited. No tent, shack, mobile home, or other structure of a temporary nature shall be placed upon any Lot or elsewhere in the Subdivision. The foregoing prohibition does not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the



prior approval of the ACC. In addition, party tents may be erected in the backyard area of a Lot for a limited period of time for special events without prior written approval of the ACC.

SECTION 8.02 Living Area Requirements. All single family residences, exclusive of porches, patios and garages, must contain not less than one-thousand two-hundred (1,200) square feet.

SECTION 8.03 Location of Residence. No single family residence may be located upon any Lot except in accordance with building setback lines shown on any applicable Plat, or as established by this Declaration or applicable governmental requirements. Subject to the foregoing, no part of any residence, garage or other structure shall be located nearer than three feet from any boundary line of any Lot; provided, however, Declarant and only Declarant may locate or approve location of (i) one or more walls of a single family residence or garage on or within one foot of any side Lot line (a "Zero Lot Line"), and/or (ii) two or more Townhouses within a single residential building such that the Common Wall separating the Townhouses is located on a common interior side boundary line of adjacent Lots. In such event all provisions of this Declaration and other Governing Documents applicable to Common Walls apply. For the purposes of this Section, eaves, roof overhangs, steps, fireplaces, chimneys, bay windows, unroofed terraces and similar architectural detail which is a part of a permitted residence or garage shall not be considered as part of a residence or garage. Unless otherwise approved in writing by the ACC, each main residence must face the front building line.

SECTION 8.04 Construction Standards.

8.04.1 Applicability. Except as may be otherwise authorized in writing by the ACC and in addition to all other applicable requirements of this Declaration and other Governing Documents, initial construction of all single family residences and appurtenant structures must be in accordance with, and such residences and appurtenant structures must thereafter be maintained to the extent applicable in accordance with, the provisions of this **Section 8.04.**

8.04.2 Maximum Period for Completion of Construction. Upon commencement of construction of a single family residence, the work thereon must be prosecuted diligently to the end that the same will not remain in a partly finished condition any longer than reasonably necessary for completion thereof. In any event construction must be substantially completed within six months after pouring of the slab for a single family residence. The foregoing period will be extended in the event of and only for the duration of delays due to strikes, war, acts of God or other good causes beyond the reasonable control of the Builder or Owner.

8.04.3 New Construction Materials Required. Only new construction materials (except for used brick if approved by the ACC) may be used.

8.04.4 Storage of Materials; Clean-Up. No building materials of any kind or character shall be placed or stored upon any Lot more than thirty days before construction is commenced. Except as otherwise permitted by the ACC, all materials permitted to be placed on a Lot shall be placed within the boundaries of the Lot. Upon completion of construction, any unused

materials shall be promptly removed from the Lot and the Subdivision and in any event not later than thirty days after construction is completed.

8.04.5 Drainage Devices. All drainage swales, erosion control system and such other things and devices (herein referred to as "Drainage Devices" established or constructed during initial construction of a residence and other improvements upon each Lot shall remain unobstructed, and shall be properly maintained by and at the sole cost of the Owner of the Lot to which same pertains or, when any Drainage Devine serves more than one Lot (such as in the case of guttering on residences connected to a common line), then maintenance and the costs thereof of the Drainage Devine which serves the multiple Lots (being the common line in the aforesaid example but not the guttering or connections for same to the common line) shall be shared pro rata by all of the Owners to which same pertains. Each Owner must refrain from permitting any construction, grading and any other work, act or activity upon such Owner's Lot which would obstruct, alter, divert, impede or impair the proper functioning of any Drainage Device. In addition, each Owner must perform such work, act or activities and install and maintain such Drainage Devices (i) as is reasonably necessary to prevent so far as practical drainage from the Owner's Lot to any other Lot, other than drainage along established swales and along drainage patterns as established by initial construction or the ACC thereafter, and (ii) as needed to maintain so far as practical positive drainage away from the foundation of the residence located upon the Owner's Lot. Without limitation of the foregoing, no Owner may place or permit placement of any flower bed or other landscaping, or any other structure or thing along or near any Lot line which would obstruct, alter, divert, impede, or impair drainage along any Lot line within any swale or otherwise within drainage patterns as established during initial construction or by the ACC thereafter. To obtain and maintain proper drainage, including as required by this Section, and/or as changing circumstances may require, the ACC is hereby specifically authorized to require any Owner to construct, install and maintain such drains, drainage lines and any other Drainage Devices and/or to remove any obstruction, thing or device or cease any activity, either upon initial construction of any residence or other improvement, or at any time thereafter that circumstances reasonably require.

8.04.6 Roof Materials. Roofs of all residences must be constructed so that the exposed material is composition type shingles, or such other material which is compatible in quality and appearance to the foregoing as may be approved by the ACC. All garage roofs, and roofs of any gazebo or outbuildings as may be approved by the ACC, must match the residence. Wood shingles of any type are prohibited on any residence, building or structure.

8.04.7 Swimming Pools. All swimming pools must be in ground, not above ground, and must be made of gunite or other materials as approved by the ACC.

8.04.8 Pre-Fabricated Homes Prohibited. No mobile homes, modular homes, manufactured home or similar pre-fabricated residential structures of any kind is permitted upon any Lot.

8.04.9 Mailboxes. One mailbox must be maintained at all times upon each Lot, and the mailbox must be properly maintained at all times to accommodate regular reception of mail in accordance with applicable rules and regulations of the United States Postal Service and the

Association. Installation and any subsequent modification of a mailbox and post or other housing for same on each Lot must be approved by the ACC. All mailboxes must be either mounted on a black metal post with a black painted finish (or as otherwise approved), or installed in a mailbox type housing constructed of brick which matches the applicable residence, as approved by the ACC. All mailboxes, and the mounting post or housing for same, must be properly maintained at all times, including maintenance as needed to avoid any leaning or listing, periodic cleaning and painting, and, as needed, repair or replacement of damaged or deteriorated mailboxes, posts and/or housing.

8.04.10 Compliance With Laws. All construction of any single family residence must be in compliance with applicable governmental laws, ordinances and regulations, including applicable building codes or permit or licensing requirements.

SECTION 8.05 Lot Resubdivision or Combination. No Lot as originally conveyed by Declarant to any other Person, including any builder, may be thereafter subdivided or combined with any other Lot, or the boundaries thereof otherwise changed.

SECTION 8.06 Lot Line Fences, Walls and Hedges.

8.06.1 Definitions. As used in this Section (i) "Lot Line Fencing" means any and all fences and freestanding fence type walls, gateposts and hedges, whenever and wherever located on any Lot, and (ii) "hedge" means a row of bushes, shrubs and similar plants which, at natural maturity, will exceed three feet (3') in height and have sufficiently dense foliage as to present a visual and physical barrier substantially similar to a fence.

8.06.2 ACC Approval Required: No Lot Line Fencing may be constructed, placed or maintained on any Lot without prior written approval of the ACC.

8.06.3 General Requirements: All Lot Line Fencing (other than hedges) must be constructed of black wrought iron, or a combination of brick and black wrought iron, provided that Lot Line Fencing along the rear boundary line of any Lot and/or along the side boundary lines of any Lot from the rear Lot line to a point not to extend past the middle of each side boundary Lot line may also be constructed of wood or concrete as may be approved by the ACC.

8.06.4 Ownership and Maintenance. Ownership of all Lot Line Fencing passes with title to the Lot. All Lot Line Fencing must be continuously maintained in a neat and attractive condition, in good repair and otherwise as to obtain and maintain Prevailing Community Standards. The obligation for and cost of maintenance and repair shall be the joint responsibility of adjoining Owners in the case of shared fencing, and otherwise the responsibility of the Owner upon whose Lot the fencing is located.

SECTION 8.07 Antennas and Satellite Dish Systems. Except as otherwise expressly approved by the ACC in writing, or as otherwise expressly permitted by applicable architectural guidelines or by law, no antenna or satellite dish system of any kind is permitted upon any Lot, or the residence or other improvement thereon, except one dish antenna, one meter or less in diameter or diagonal measurement which is designed to receive direct broadcast satellite or to receive or transmit

“fixed wireless signals” (as defined by the Federal Communications Commission), and one television antenna to the extent necessary for reception of local television broadcasts, either or both of which must be installed so as not to be visible from any street. The initial antenna and satellite dish system guidelines will be adopted by the initial Board of Directors at its organizational meeting (or pursuant to a unanimous consent signed in lieu thereof).

## SECTION 8.08 Signs.

8.08.1 General. No signs, billboards, posters, banners, pennants or advertising devices of any kind, including without limitation business, professional, promotional or institutional signs, are permitted on any Lot, or upon any residence, or within any residence if visible from the exterior of the residence, or within the Subdivision without the prior written consent of the ACC except as otherwise provided in this Section. The Board or ACC may remove or cause to be removed any sign, billboard, poster, banner, pennant or advertising device of any kind which is not approved as aforesaid or is otherwise prohibited under this Declaration or other Governing Documents and may dispose of same as debris without liability for trespass, conversion or otherwise.

8.08.2 Prohibited Signs. No sign is permitted which is vulgar, obscene or otherwise patently offensive to persons of ordinary sensibilities. Permitted signs must be professionally printed and prepared, and must be properly installed and maintained, to avoid unsightly appearance. The good faith determination of the Board or ACC as to any of the foregoing is final. No sign is permitted to be larger than four square feet. No sign may be illuminated. No sign may be placed on any Lot closer than ten feet from any street or any side or back Lot line, or within any traffic sight line area as defined in **Section 8.09**. No Owner, Owner’s tenant or their Related Parties, is permitted to place any sign on another Owner's Lot or upon any Community Properties. Distressed, foreclosures and bankruptcy references are specifically prohibited.

8.08.3 Permitted Signs. To the extent required by law or in any event upon prior approval of the ACC, but subject to applicable provisions of **Section 8.08.2**, each Owner is permitted to place upon (and only upon) such Owner's Lot (i) one sign advertising the particular Lot on which the sign is located for sale or for rent, but only during periods of time when the Lot is in fact for sale or for rent, (ii) security service signs as provided by a professional security service company, subject to reasonable regulation as to number, size, location and appearance by the Board on a case by case bases and/or pursuant to applicable Architectural Guidelines, and (iii) political signs to the extent permitted by Section 202.009 of the Texas Property Code ("Political Signs")' No Political Sign is permitted earlier than the 90<sup>th</sup> day before the date of the election to which the sign relates, and each Political Sign must be removed in its entirety by the 10<sup>th</sup> day after the election date. No more than one Political Sign for each candidate or ballot item may be displayed per Lot. Each Political Sign must be ground-mounted. No Political Sign may (i) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (ii) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (iii) include the painting of architectural surfaces; (iv) threaten the public health or safety; (v) be large than four feet by six feet; (vi) violate a law; (vii) contain language, graphics, or any display that would be offensive to the ordinary person; or (viii) be accompanied by music or other sounds or by streamers or be otherwise distracting to

motorists. THE ASSOCIATION MAY REMOVE ANY SIGN DISPLAYED IN VIOLATION OF THIS SECTION AND DISPOSE OF SAME AS TRASH WITHOUT LIABILITY OF ANY KIND.

SECTION 8.09 Traffic Sight Line Areas. No fence, wall, hedge, tree, shrub planting or any other thing or device which obstructs sight lines at elevations between two and eight feet (2' & 8') above a street shall be permitted on any corner Lot within the triangular area formed by the two (2) boundary lines thereof abutting the street and a line connecting them at points twenty-five feet (25') from their intersection, or within the triangular area formed by the boundary line abutting a street, the edge line of any driveway pavement and a line connecting them at points ten feet (10') from their intersection.

SECTION 8.10 Utility, Lighting and Energy Facilities.

8.10.1 Maintenance Of Utilities Required. All utility services intended to be provided to each single family residence as originally constructed, including without limitation water, sewage, electric and gas services, must be maintained by the Owner at all times when a residence is occupied.

8.10.2 Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a utility company must be installed underground unless otherwise approved in writing by the ACC, and must be maintained at all times by the Owner of the Lot upon which same is located.

8.10.3 Air Conditioners. Except as approved by the ACC, no window, wall or exterior roof mounted type air conditioners or heating units, or any part thereof, and no air conditioners or heating units, or any part thereof, which is visible from any street will be permitted.

8.10.4 Exterior Lighting. Excepting customary Christmas lighting, any exterior lighting of a residence or Lot must be approved by the ACC in accordance with **Article IV**. No exterior lighting (including Christmas lighting) may be directed outside property lines of the Lot upon which same is located. All lighting fixtures (except Christmas lighting) must be compatible in style and design to the residence where located. Christmas lighting and related decorations and ornamentation may be displayed between November 15 and January 10, and the ACC may in particular instances or through Architectural Guidelines permit other holiday lighting, decorations and ornamentation (all of which for purposes of this Section are referred to as "Christmas Lighting"); provided, the ACC is authorized to fully regulate all Christmas Lighting in particular instances or by Architectural Guidelines to avoid any annoyance, nuisance, safety hazard or unsightly condition or appearance as determined in the sole opinion of the ACC.

**Article IX**  
**Easements**

SECTION 9.01 Incorporation of Easements. All easements, dedications, limitations, restrictions and reservations shown on any Plat and all validly existing grants and dedications of easements and related rights heretofore made or hereafter established as herein provided affecting the Subdivision or any Lots and filed in the Official Public Records of Real Property of Harris County,

Texas, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by any Person covering any portion of the Subdivision, including any Lot. In the event of any conflict between any of the foregoing filed after the date of filing of this Declaration and any provisions of this Declaration, the provisions of this Declaration control. The foregoing shall not be construed as in any manner giving effect to any instrument of record which would not otherwise be effective or other than in accordance with the instrument and applicable law.

SECTION 9.02      Easements for Encroachment and Overhang. In the event of encroachment by any building, structure or other improvement, including without limitation, any portion of any roadway, walkway, parking area, driveway, water line, sewer line, utility line, sprinkler system, building steps, fences, fireplaces, chimneys, bay windows and similar architectural details, paving, driveway approaches and inturns, decking, footings, piers, piles, grade beams and similar improvements, which encroachment originates during original construction or results at any time from settling or shifting, on or into any adjoining Lot or on or into the Community Properties, not more than thirty inches (30") from any point on the common lot line ("Encroachment"), it shall be deemed that the Owner of the Lot encroached upon (or into) or the Association (as the case may be) has granted a perpetual easement for continuing maintenance and use of such encroaching improvements, and for maintenance, repair or replacement thereof if performed in substantial compliance with the original construction, over, above, under, and upon the adjoining, encroached upon Lot (or Community Property) for a distance co-existent with the Encroachment. An "Encroachment" as aforesaid includes, without limitation, overhead encroachments and overhangs of walls, roofs or other part of any building or structure, and encroachments which are completely underground. In addition, any such Encroachment is permitted to extend over any otherwise applicable setback line up to thirty inches (30") when the Encroachment originates during original construction or results at any time from settling or shifting as aforesaid. The term "original construction" as used in this Section means construction, placement or modification of improvements which occurs through "completion of the initial sale" of a Lot as that phrase is defined in **Section A2.01** of Exhibit "A" hereto.

SECTION 9.03      Owners' Access Easement.

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

extend to any part of the single family residence garage, or other building located on the Easement Lot.

9.03.2 Notice; Duration. Prior to use of the Access Area, the Owner or occupant of the Accessing Lot must give written notice of intent to utilize the Access Area stating therein the nature of intended use and the duration of such usage. Such notice must be delivered to the Owner or occupant of the Easement Lot by attaching same to the front door of the residence located upon the Easement Lot, or in any other manner as permitted by **Section 10.05**. If by mail, such notice must be given at least ten days prior to use of the Access Area; and if by affixing to the front door or by any other method permitted by **Section 10.05**, such notice must be given at least seven days prior to use of the Access Area. In case of emergency the Accessing Lot Owner or occupant may commence and continue usage of the Access Area without giving the foregoing notice for so long as is reasonably necessary to control the emergency and complete work necessitated thereby, but must proceed with giving of the required notice as soon as practical after commencement of usage.

9.03.3 Usage. Usage of the Access Area is limited to the minimum reasonable amount of time and area required to complete necessary work to preserve, protect, construct, maintain, repair, and replace the residence or other structures and improvements located on the Accessing Lot. Work during the usage period must be conducted in such manner as to minimize so far as reasonably possible inconveniences and disruptions to the Easement Lot and its occupants. Except in case of emergency or unless otherwise authorized by the Owner or occupant of the Easement Lot, work during the usage period may not be conducted during legal holidays or any Sunday and must otherwise be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturdays.

9.03.4 ACC Approval of Access Area Improvements. No structure or improvements other than grass, and customary, non-exotic flower and shrubbery beds, may be placed within the Access Area at any time without the prior written approval of the ACC. The ACC may not approve any such structures or improvements which would substantially interfere with, or be unduly burdensome to, or which would cause excessive expense to any potential Accessing Lot if access becomes necessary as herein provided.

9.03.5 Restoration. Promptly after completion of usage of an Access Area, the Accessing Lot Owner or occupant must thoroughly clean the Access Area and repair and restore same to substantially the same condition that existed at the time of commencement of usage; provided, such obligation for restoration does not apply to any structures or improvements which have been placed in the Access Area without written ACC approval. At the time of receipt of notice, the Easement Lot Owner or occupant must promptly notify the Accessing Lot Owner or occupant as provided in **Section 9.03.2** of any structures or improvements within the Access Area which have been approved by the ACC.

**SECTION 9.04** Association and ACC Blanket Access Easement. The Association, the ACC and their Related Parties have a continuing non-exclusive easement upon, over, under and across each Lot, and as to the exterior of the residence and garage thereon, and as to the exterior and interior of any other improvement thereon, to the extent reasonably necessary for the performance of

any of the functions or duties of the Association or ACC or exercise of any of their rights under this Declaration. Prior to exercise of such easement rights written notice must be given to the Owner or occupant of the affected Lot stating the expected date of commencement of usage, the nature of the intended use and anticipated duration of such usage. The notice may be given by attaching the notice to the front door of the applicable residence, or in any other manner as permitted by **Section 10.05**. In case of an emergency the right of entry and usage shall be immediate without notice, but in such case notice as aforesaid shall be given as reasonable soon as practicable.

**SECTION 9.05      Governmental Functions, Utilities and Other Services.**

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

9.05.2 Certain Subdivision Facilities. During the Development Period, Declarant may establish within the Subdivision (including upon any Lot) such easements as Declarant may determine for the placement and maintenance of (i) mail box banks, water banks, master water meters and/or electrical banks designed to serve two or more single family residences, including entry, access and exit areas as to same, (ii) Subdivision entry and/or other identification signs and/or monuments, and (iii) patrol or security access limiting type structures or devices obtained for maintenance by the ACC for such purposes, including without limitation controlled access gates, guardhouses and related structures or devices. PERMANENT EASEMENTS SHALL BE DEEMED TO HAVE BEEN ESTABLISHED BY DECLARANT AS TO ANY SUCH SUBDIVISION FACILITIES PLACED OR CONSTRUCTED UPON ANY LOT OR COMMUNITY PROPERTIES BY DECLARANT DURING THE DEVELOPMENT PERIOD. AS TO EACH SUCH SUBDIVISION FACILITY, THE AFORESAID EASEMENT SHALL EXTEND TO THE AREA OF LAND COVERED BY THE SUBDIVISION FACILITIES, TOGETHER WITH REASONABLE WORKING SPACE AND NECESSARY RIGHTS OF INGRESS, EGRESS AND REGRESS FOR PURPOSES OF THE INSTALLATION, MAINTENANCE, OPERATION, REPAIR AND REPLACEMENT OF THE FACILITY. Declarant may, but is not required to, file a formal easement or easements covering any such Subdivision Facilities in the Official Public Records of Real Property of Harris County, Texas either during or after termination of the Development Period, and the ACC may do so at any time after termination of the Development Period.

9.05.3 A/C Condensing Units. Declarant may place or approve placement of air conditioner condensing units and related pads, wiring, conduits and devices (an "A/C Unit") along any Lot line of a residence in such manner that the A/C Unit encroaches on an adjacent Lot, adjacent reserve subject to Association control or adjacent Community Properties (i) to a distance of not more



than thirty-six inches (36") in the case of an A/C Unit located along the Zero Lot Line of a residence, and (ii) to a distance of eighteen inches (18") in any other case. In either case, it shall be deemed that the Owner of the encroached upon property, including the Association, has granted perpetual easements (x) for continuing placement of the A/C Unit(s) thereon, (y) for maintenance, repair and replacement of the A/C Unit(s) in substantial compliance with the original installation of the A/C Unit(s), and (2) to the extent the Owner of the Lot with the encroaching A/C Unit(s) or their Related Parties do not otherwise have reasonable outside access from the front of the residences to the rear of the residence, for ingress, egress and regress around the A/C Unit(s) and over the encroached upon property to the extent reasonably necessary for such access. The A/C Unit(s) may also be enclosed by property line fencing around the part(s) of the A/C Unit(s) which extend over the Lot line in such manner as may be approved by Declarant or the Board. Declarant or the Board may also prohibit fencing along the common boundary line along which one or more A/C Units encroach, and/or limit fencing to enclosure at the front and back of the residence sharing the common boundary line (with gates).

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

#### SECTION 9.06 Access.

9.06.1 Egress/Regress to Public Way Required. All single family residences shall be constructed, and thereafter same and related improvements shall be maintained, such that a continuous and unobstructed means of ingress, egress and regress to a common public way is maintained in accordance with applicable building codes and ordinances of the City.

9.06.2 Reciprocal Street Easements. The Owner of each Lot in the Subdivision irrevocably grants to each other Owner of a Lot in the Subdivision, and to Declarant, the Association, the ACC and their Related Parties, reciprocal, perpetual, and non-exclusive rights-of-way and roadway easements for purposes of ingress, egress, passage, and travel by vehicles and pedestrians over and across each and all private streets located within the Subdivision, including the Shared Drive as defined in **Section 2.05** which is specifically included within the meaning of the term "private street(s)". In addition, each said Owner hereby grants perpetual easements to Declarant, the Association and their Related Parties for, and irrevocably designates the Association as their agent in fact for, purposes of (i) installation, maintenance, repair, or replacement of all private streets and all other improvements incident thereto as determined in the sole opinion of Declarant and/or the Board, and (ii) regulation of all aspects of usage of all private streets by Owners, their tenants, their Related Parties, and all other Persons, in accordance with applicable Governing Documents, and in connection therewith each Owner agrees that no other easements or rights of usage of any kind may be granted by any Owner in, upon, under, over or across any private street without the prior written

consent of Declarant or the Association. Each Owner hereby additionally grants to Declarant, the Association and the ACC a secondary easement not to exceed four feet from each side of any private street, and as to as much additional surface of each Owner's Lot per **Section 9.04**, as reasonably necessary for the installation, maintenance, repair, or replacement of a any private street and related improvements.

**SECTION 9.07**      Easements Perpetual and Not Conveyed. Title to any Lot conveyed by contract, deed or other conveyance may not be held or construed in any event to include the title to any easement established by this **Article IX**, including but not limited to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way or any pipes, lines, poles, or conduits on or in any utility facility, service equipment or appurtenances thereto. Easement rights established by or obtained pursuant to this **Article IX** may not, once established or obtained, be adversely effected by any amendment of this Declaration. The foregoing does not limit subsequent abandonment or other modification of easement rights in accordance with applicable instruments covering any easement, by consent or agreement of the affected parties, or as otherwise provided by law.

## **Article X** **General Provisions**

**SECTION 10.01**      Development Period. All provisions set forth in Exhibit "A" attached hereto and entitled "Development Period" are incorporated by reference herein. Notwithstanding any other provisions of this Declaration or any other Governing Documents to the contrary, all provisions set forth in Exhibit "A" apply during the Development Period (and thereafter as therein provided).

**SECTION 10.02**      Enforcement.

10.02.1 Right to Enforce. The Association, its successors and assigns, and any Owner have the right to enforce observance and performance of all restrictions, covenants, conditions and easements set forth in this Declaration and in other Governing Documents, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, to an injunction either prohibitive or mandatory.

10.02.2 Obligation for Payment of Costs and Expenses Resulting from Violations. Each Owner and tenant of an Owner found to have committed, or who is responsible for, a violation or violations of any of the provisions of this Declaration or any other Governing Documents, is jointly and severally liable for payment to the Association for, and to indemnify and to hold and save harmless the Association, the ACC and their Related Parties from, any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorney's fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, incurred or attributable to any such violation(s), and must pay over to the Association all sums of money which the Association or its representatives may pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). All such sums are assessed as a specific assessment, and are secured by the continuing lien established hereunder. All such sums are due and payable upon demand by the Association or its representative without the necessity of any other or

further notice of any act, fact or information concerning the Association's rights or such Owner's or their tenant's liabilities under this Section; provided, in the case of indemnification the demand shall contain a statement setting forth the Association's payment or liability to pay the claim with sufficient detail to identify the basis for the payment or liability to pay.

10.02.3 Filing of Notices of Non-Compliance. At any time the Association determines there exists any noncompliance with any provisions of this Declaration or other Governing Documents, the Association may at its option direct that a Notice of Noncompliance be filed in the Official Public Records of Real Property of Harris County, Texas covering the affected Lot or Lots and the Owner(s) thereof at the sole cost and expense of such Owner(s). All such costs and expenses are due and payable upon demand, are deemed a specific assessment applicable to the affected Lot(s) and are secured by the Association's continuing assessment lien.

10.02.4 No Estoppel, Waiver or Liability. Failure of the Association, the ACC or any Owner to enforce any of the provisions of this Declaration or any other Governing Documents will in no event be deemed a waiver of the right to do so thereafter (including without limitation as to the same or similar violation whether occurring prior or subsequent thereto). No liability may attach to the Association, the ACC or any of their Related Parties for failure to enforce any provisions of this Declaration or any other Governing Documents.

SECTION 10.03 Term. Subject to the provisions hereof regarding amendment, these covenants, conditions, restrictions, reservations, easements, liens and charges run with the land and are binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, executors and administrators, predecessors, successors and assigns, and all Persons claiming under them for a period of twenty years from the date this Declaration is filed in the Official Public Records of Real Property of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, easements, liens and charges will be automatically extended for successive periods of ten years each.

SECTION 10.04 Amendment.

10.04.1 By Owners. Except as otherwise expressly herein provided, the Owners of seventy-five percent (75%) of the total number of Lots then contained within the Subdivision always have the power and authority to amend this Declaration, in whole or in part, at any time and from time to time. The Owner's approval of any amendment of this Declaration may be obtained (i) by execution of the amending instrument or a consent thereto by any Owner of each Lot so approving, (ii) by affirmative vote, in person or by proxy, at a special meeting called for consideration of any such amendment, or (iii) by any combination of the foregoing.

10.04.2 By Association. The Board of Directors has the right in its sole judgment, from time to time and at any time, to amend this Declaration without joinder of any Owner or any other Person for the following purposes:

(a) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors or omissions herein; or

(b) to conform this Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board may not so amend this Declaration if in the sole opinion of the Board any substantive and substantial rights of Owners would be adversely affected thereby; or

(c) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration or Federal Housing Administration, and in this respect the Board shall so amend this Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance; or

(d) to conform this Declaration to any state or federal constitutional requirements, or to the requirements of any local, state or federal statute, ordinance, rule, ruling or regulation, or to any decisions of the courts regarding same.

10.04.3 Effective Date. Any lawful amendment of this Declaration will be effective from and after filing of the amending instrument in the Official Public Records of Real Property of Harris County, Texas, or such later date as may be stated in the amending instrument.

10.04.4 "Amendment" Defined. In this Declaration and all other Governing Documents the terms "amend", "amendment" or substantial equivalent mean and refer to any change, modification, revision or termination of any provisions of this Declaration or other Governing Documents.

SECTION 10.05      Notices.

10.05.1 General; "Notice" Defined. Unless otherwise expressly provided herein, all "notices", being herein defined as all notices or other communications permitted or required under this Declaration, **MUST BE IN WRITING AND MUST BE PROPERLY DATED, AND ARE DEEMED PROPERLY GIVEN IF BUT ONLY IF GIVEN IN ACCORDANCE WITH THIS SECTION 10.05**. All notices must be given by personal delivery acknowledged in writing, by certified or registered mail, return receipt requested, by facsimile transmission, or by e-mail or other form of "electronic transmission" (as defined in Section 1.02 (20-a) of the Texas Business Organizations Code). **ALL NOTICES TO DECLARANT, THE ASSOCIATION OR THE ACC MUST SET FORTH THE NAME OF THE ASSOCIATION IN THE ADDRESS AND ALSO IN THE SUBJECT LINE OR OTHER PROMINENT REFERENCE LINE ON THE FIRST PAGE OF ANY E-MAIL OR OTHER ELECTRONIC TRANSMISSION OR FACSIMILE**. Notices by mail must be by deposit in the United States Mail, postage paid, and properly addressed. Personal delivery may be made to any person at the recipient's address and such delivery may be acknowledged either by the recipient or by the party making the delivery.

10.05.2 To Whom and Where Given.

(a) All notices to Declarant either during or after the Development period must be given to Declarant as provided in Section 5.255 of the Texas Business Organizations Code, as amended, at Declarant's registered office or principal office.

(b) All notices to the Association or ACC during the Development Period must be given to Declarant as above provided. Thereafter, all notices to the Association or ACC must be given (i) to the Association's registered agent at its registered office according to the records of the Texas Secretary of State pursuant to the Texas Business Organizations Code, or (ii) to any Director in the case of the Association or to any member of the ACC in the case of the ACC in the same manner as permitted for delivery of notice to the Director or member as an Owner, or (iii) to the Association manager at the offices of the Association's Managing Agent, if any.

(c) All notices to an Owner must be delivered to the Owner at the Owner's Lot address, or to the Owner's alternate mailing address provided to the Association by the Owner as hereafter set forth.

(d) All notices to the tenant of an Owner must be delivered to the Lot address of the Lot at which the tenant resides.

(e) In lieu of (or in addition to) delivery to a street or mailing address as above provided, notice may be given by facsimile transmission or electronic transmission (including by e-mail) to the facsimile number or electronic transmission address (i) of an Owner or Owner's tenant according to the records of the Association, or (ii) of Declarant, the Association or the ACC as provided by same upon written request of any Owner or tenant or as otherwise provided (such as by publication in an Association newsletter).

(f) Notices or other communications are considered to be delivered, as applicable, on the day of personal delivery or deposit in the United States mail as aforesaid, or on the day and at the time the facsimile or electronic message is successfully transmitted. When more than one Person is the Owner or tenants of a Lot, the giving of notice as aforesaid to any single Owner or tenant constitutes notice given to all Owners or tenants. REFUSAL TO ACCEPT DELIVERY OR TRANSMISSION OF ANY NOTICE SHALL BE DEEMED ACTUAL NOTICE AND ACTUAL KNOWLEDGE OF THE MATERIALS REFUSED.

(g) One mailbox must be properly maintained at all times upon each Lot (or within a mailbox bank, if applicable), and each such mailbox must be properly maintained at all times to accommodate regular reception of mail in accordance with applicable rules and regulations of the United States Postal Service and the Association.

10.05.3 Owner/Tenant Contact/Occupancy Information Required. As used in this Section "contact information" means name, Lot address, alternate Owner mailing address, if applicable, home and work telephone numbers, and as applicable, mobile and facsimile numbers, and electronic transmission (e-mail) addresses. Not later than thirty days after acquiring an ownership

interest in a Lot, the Owner of the Lot must give notice to the Association of the contact information for all Persons who are Owners of the applicable Lot, and the name(s) of any other person(s) occupying the Lot other than the Owner. Not later than thirty days after acquiring a leasehold interest or other right of occupancy in a Lot, the Owner of the Lot must give notice to the Association of the contact information for all Persons who are tenants as to or who have otherwise acquired a right to occupy the applicable Lot. Not later than thirty days after any change in any of the foregoing contact information, the Owner of the applicable Lot must give notice to the Association of all such changes. In the event of any conflict between the aforesaid notices, the notice last received by the Association shall control. Upon receipt of a notice as aforesaid, that notice shall control until receipt of a proper subsequent notice, and all notices given by the Association or ACC pursuant to the prior notice shall be effective until receipt of the subsequent notice.

10.05.4 Other Information and Governing Documents. The ACC may from time to time by written request require any Owner or tenant to verify any information covered by this **Section 10.05** or by **Section 10.06**, or to provide other information or documentation relevant to the functions of the Association by submission of such information and documentation as the ACC may reasonably require. Applicable provisions of this Section also apply to notices permitted or required by other Governing Documents except as otherwise expressly provided in such other Governing Documents, and provided that notice given in accordance herewith is in all events sufficient regardless of contrary provisions in other Governing Documents.

**SECTION 10.06** Contact/Other Information To and From Mortgagees. Upon written request of the Association an Owner must provide to the Association a written statement setting forth the name, mailing address, telephone number, and if known or reasonably ascertainable, the facsimile number and e-mail address of each mortgagee for each mortgage covering the Owner's Lot, and each insurer or guarantor thereof, and as to each such mortgagee, insurer and guarantor, and each such mortgage the nature of the loan or other encumbrance (such as purchase money loan, home equity loan or tax lien), and the account or similar identifying number or other designation applicable to the mortgage. The Association may at any time and from time to time, provide to any mortgagee, or the insurer or guarantor of a mortgage, and upon written request of any mortgagee, the insurer or guarantor of a mortgage, the Association shall provide to such mortgagee, insurer or guarantor with a statement of any unpaid assessments or other amounts payable to the Association and any violations of the Governing Documents then known to the Association. If an Owner is delinquent in payment of assessments (regular, special or specific) to the Association, upon written request of the Association a mortgagee, or the insurer or guarantor of a mortgage, shall provide the Association with information setting forth the status of such Owner's debt secured by the mortgagee's lien and other relevant information as set forth in the Association's request. **EACH OWNER EXPRESSLY CONSENTS TO THE ASSOCIATION PROVIDING SUCH INFORMATION TO A MORTGAGEE, INSURER OR GUARANTOR, AND TO A MORTGAGEE, INSURER OR GUARANTOR PROVIDING SUCH INFORMATION TO THE ASSOCIATION.** As used in this section, "mortgage" means and refers to any mortgage, deed of trust and any other lien or encumbrance against a lot, and "mortgagee" means and refers to the current holder of each mortgage.

**SECTION 10.07** Conflicts In Governing Documents. In the event of any conflict in the Governing Documents which cannot be reasonably reconciled after application of rules of

interpretation as provided herein or by law, this Declaration shall control over any other Governing Documents, and all other Governing Documents shall control in the following order of priority: (i) Architectural Guidelines; (ii) Rules and Regulations; (iii) Articles of Incorporation; (iv) Bylaws; (v) Board and Member resolutions; and (vi) all others.

SECTION 10.08 Effective Date. This Declaration is effective from and after the date of filing of same in the Official Public Records of Real Property of Harris County, Texas.


IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective as above stated.

EXECUTED this 6<sup>th</sup> day of February, 2007.

HHN HOMES, L.P.  
a Texas limited partnership  
"Declarant"

By: HHN GP, L.L.C.,  
a Texas limited liability company,  
its general partner

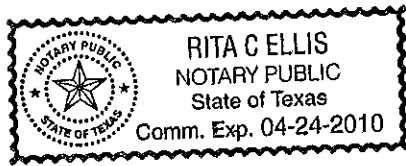
By: Linda B Stewart  
LINDA B. STEWART, Manager

(4) 

**DECLARANT'S ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on the 6<sup>th</sup> day of February, 2007, by LINDA B. STEWART, as Manager of HHN GP, L.L.C., a Texas limited liability company, on behalf of the company as the general partner of HHN HOMES, L.P., a Texas limited partnership, on behalf of the partnership.



Rita C. Ellis  
Notary Public, State of Texas  
Name: Rita C. Ellis  
My Commission Expires: Apr. 24, 2010

210-0172

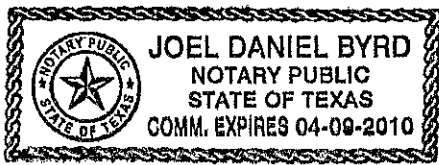


**MORTGAGEE/LIENHOLDER CONSENT**

The undersigned mortgagee/lienholder, being the owner and holder of an existing mortgage or lien upon and against the land and property described as the Subdivision in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Seasons Brownstones, as such mortgagee and lienholder, does hereby consent to said Declaration as if the same had been recorded prior to the creation of such lien.

This consent will not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

EXECUTED this 23<sup>rd</sup> day of February, 2007.



OMNI BANK, N.A.

By: [Signature]  
Name: Frank Maresca  
Title: EXECUTIVE V.P.

STATE OF TEXAS            3  
  3  
COUNTY OF HARRIS       3

This instrument was acknowledged before me on the 23 day of February, 2007, AD, by Frank Maresca, Executive V.P. of Omni Bank on behalf thereof.

[Signature]  
Notary Public - State of Texas

Printed Name: Joel Daniel Byrd  
My commission expires: 4-9-10

11-11-07

**MORTGAGEE/LIENHOLDER CONSENT**

The undersigned mortgagee/lienholder, being the owner and holder of an existing mortgage or lien upon and against the land and property described as the Subdivision in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Seasons Brownstones, as such mortgagee and lienholder, does hereby consent to said Declaration as if the same had been recorded prior to the creation of such lien.

This consent will not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

EXECUTED this 7<sup>th</sup> day of February, 2007.

**BANK OF AMERICA**

By: *Gene Walton*

Name: Gene Walton

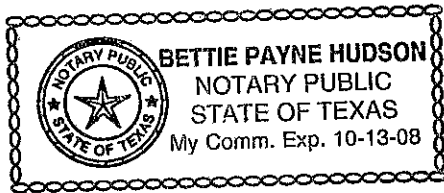
Title:

*lor*

STATE OF TEXAS            ⊃

COUNTY OF HARRIS       ⊃

This instrument was acknowledged before me on the 7<sup>th</sup> day of February, 2007, AD, by Gene Walton, Sr. Vice President of Bank of America on behalf thereof.



*Bettie Payne Hudson*  
Notary Public - State of Texas

Printed Name: Bettie Payne Hudson  
My commission expires: 10-13-08

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**FOR**

**SEASONS BROWNSTONES**

**EXHIBIT "A": DEVELOPMENT PERIOD**

A1.01 Application. Notwithstanding any other provisions of the Declaration or any other Governing Documents to the contrary, the provisions of this Exhibit "A" apply during the Development Period (and thereafter as herein provided).

A2.01 Architectural Control; Builder Approval.

A2.01.1 ACC Approval Not Required. Declarant is not required to obtain ACC approval or otherwise comply with any provisions of **Article IV** of the Declaration until completion of the initial sale of each Lot, whether or not the initial sale occurs during or after the Development Period.

A2.01.2 Declarant's ACC Authority As To Initial Development of Lots. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, DECLARANT HEREBY RESERVES AND RETAINS FULL AND EXCLUSIVE AUTHORITY OF THE ACC AS TO EACH LOT, AND THE RIGHT TO ENGAGE IN ANY AND ALL DEVELOPMENT AND SALES ACTIVITIES REGARDING EACH LOT, UNTIL COMPLETION OF THE INITIAL SALE OF EACH LOT, WHETHER OR NOT COMPLETION OF THE INITIAL SALE OCCURS DURING OR AFTER THE DEVELOPMENT PERIOD. DECLARANT'S AUTHORITY INCLUDES WITHOUT LIMITATION THE RIGHT TO ASSESS AND RECEIVE PAYMENT OF ARCHITECTURAL REVIEW FEES AS AUTHORIZED BY **ARTICLE IV** OF THE DECLARATION.

A2.01.3 Approval of Builder ("Authorized Builder") By Declarant Required. During the Development Period no builders are permitted to construct any residence or appurtenant improvements upon any Lot or otherwise conduct any developmental and/or sales activities within the Subdivision other than those builders (if any, and whether one or more) which have been approved in advance in writing by Declarant (said approved builder or builders sometimes herein referred to as an "Authorized Builder"). Declarant's approval of any builder does not pass to any successor builder, and may not be otherwise transferred or assigned. Declarant's right to approve (or disapprove) any builder during the Development Period may be assigned only to another "Declarant" as so designated in accordance with applicable provisions of this Declaration.

A2.01.4 “Completion of the Initial Sale” of Lot Defined. As used herein and in the Declaration and as to each Lot, “completion of the initial sale” means and occurs upon substantial completion of the construction of a single family residence and related improvements upon the Lot and the sale of the Lot to a Person other than Declarant or a builder for use and occupancy of the Lot for a single family residence.

A3.01 Declarant Authority and Exemption as to Assessments.

A3.01.1 NOTWITHSTANDING ANY OTHER PROVISIONS OF THE DECLARATION OR ANY OTHER GOVERNING DOCUMENTS, DECLARANT IS EXEMPT FROM PAYMENT OF ANY ANNUAL OR SPECIAL ASSESSMENTS UNTIL THE FIRST DAY OF JANUARY FOLLOWING TERMINATION OF THE DEVELOPMENT PERIOD. DURING THE DEVELOPMENT PERIOD DECLARANT MAY ALSO EXEMPT ANY "AUTHORIZED BUILDER" (AS DEFINED IN SECTION A2.01) FROM PAYMENT OF ANNUAL OR SPECIAL ASSESSMENTS, IN WHOLE OR IN PART. IN THE EVENT OF RE-ACQUISITION OF OWNERSHIP OF ANY LOT BY DECLARANT, THE RATE OF ASSESSMENT THEN APPLICABLE TO DECLARANT SHALL AGAIN APPLY IN ACCORDANCE WITH THIS SECTION. The forgoing shall also apply to any Lot used by Declarant or an Authorized Builder for a model residence or other development, marketing or sales purposes regardless of whether record title remains in Declarant or an Authorized Builder (such as, for example but without limitation, in the case of the sale of a resident to an Owner and lease back to Declarant for use as a model). In such cases, completion of the initial sale as provided in Section A2.01 shall not be deemed to have occurred until the first day of the month following termination of any such use of the Lot by Declarant or an Authorized Builder.

A3.01.2 During the Development Period Declarant is entitled to established all Association budgets and to set and change the annual rate of regular assessment and/or to impose special assessments without the joinder, vote or consent of any Owner or any other Person, and without further formality than giving of notice thereof to the Owners.

A3.01.3 Declarant may advance funds to the Association or directly pay for costs and expenses of the Association in which case Declarant shall be entitled to reimbursement from the Maintenance Fund, without interest.

A4.01 First Meeting of Owners; “Owner Directors”; “First Meeting Date”.

A4.01.1 Declarant shall call the first meeting of Owners within a reasonable time after termination of the Development Period, or such earlier date as determined by Declarant. Declarant shall set the place, the time and the date (the “First Meeting Date”) of the first meeting of Owners, and notice thereof must be given to all Owners. Notwithstanding any other provisions hereof or of any other Governing Documents, any notices of or relating to the first meeting of Owners may be mailed by regular mail to the street address of each Lot and may be addressed to “Association Member” or similar generic term. There is no duty by any Person giving any such

notice to confirm ownership or any other mailing address. All Owners, whether Class A or Class B Members, are entitled to vote at the first meeting of Owners. Declarant may appoint any persons to act as a chairperson and secretary for the first meeting of Owners, or, if Declarant does not do so, then the Owners shall elect the chairperson and/or secretary, as applicable, for the meeting as the first order of business of the meeting. The Owners shall otherwise conduct the first meeting of Owners as provided in the Declaration, and in the Certificate of Formation and the Bylaws of the Association, and Declarant need not attend such meeting. The sole purpose of the first meeting is to conduct the election of all members of the Board of Directors ("Owner Directors") unless Declarant designates one or more other purposes in the notice of the meeting. All costs to call, notice and conduct the first meeting of Owners shall be paid from the Maintenance Fund. At the first meeting of Owners, the Owners shall elect three Owner Directors, one for a term of two years and two for a term of one year. The candidate receiving the largest number of votes shall be elected for the two year term.

A4.01.2 If one or more but less than all Owner Directors are elected at the first meeting of Owners, then the Owner Directors who have been elected, through less than a quorum, may appoint as many Owner Directors as needed to fill all remaining directorship positions. If no Owner Director is elected at the first meeting of Owners, then at any time until the expiration of ninety days after the First Meeting Date Declarant may appoint one Owner Director who may in turn appoint all remaining Owner Directors. If no Owner Director is elected or appointed as aforesaid, then after expiration of the aforesaid ninety day period any Owner may call, notice and conduct an alternate first meeting of Owners for the purpose of electing Owner Directors.

A4.01.3 Until expiration of two years following the date of transfer of Declarant control as hereafter provided, Declarant must be (i) provided with true and correct copies of any and all notices given to Owners or Members and all other documents provided with same at the same time any such notice and/or other document is given to Owners or Members, and (ii) given written notice of the name, mailing address, and, as applicable, home, work and facsimile telephone numbers, and electronic transmission (e-mail) address of each Owner Director who is elected or appointed by Class A Members or by Owner Directors within ten days after any applicable election or appointment.

A4.01.4 IF THE CLASS A MEMBERS FAIL TO ELECT AND DECLARANT DOES NOT APPOINT AT LEAST ONE OWNER DIRECTOR NOT LATER THAN TWO YEARS PLUS ONE DAY AFTER THE FIRST MEETING DATE, THEN (i) ALL FUNDS REMAINING IN THE MAINTENANCE FUND, IF ANY, WILL BE DEEMED ABANDONED AND EXCLUSIVE OWNERSHIP THEREOF SHALL BE AUTOMATICALLY TRANSFERRED TO DECLARANT, AND (ii) ANY BOOKS AND RECORDS OF THE ASSOCIATION OR ACC IN THE POSSESSION OR CONTROL OF DECLARANT OR DECLARANT'S RELATED PARTIES MAY BE DESTROYED.

A5.01 Transfer of Declarant Control; Effect.

A5.01.1 THE DATE OF TRANSFER OF DECLARANT CONTROL IS THE DATE OF OCCURRENCE OF THE EARLIER OF (1) ELECTION BY CLASS A MEMBERS OR APPOINTMENT BY DECLARANT OF AT LEAST ONE OWNER DIRECTOR, OR (2) NINETY DAYS AFTER THE "FIRST MEETING DATE" (AS DEFINED IN SECTION A4.01.1).

A5.01.2 ON THE DATE OF TRANSFER OF DECLARANT CONTROL (1) ALL OFFICERS, DIRECTORS AND/OR ACC MEMBERS THERETOFORE APPOINTED OR ELECTED BY DECLARANT (OTHER THAN OWNER DIRECTORS) ARE AUTOMATICALLY REMOVED FROM OFFICE AND FULLY RELIEVED THEREAFTER FROM ANY FURTHER RIGHTS, DUTIES, LIABILITIES AND RESPONSIBILITIES REGARDING THE ASSOCIATION, THE ACC OR THE SUBDIVISION, AND (2) THE ASSOCIATION AND ITS MEMBERS BECOME WHOLLY AND SOLELY RESPONSIBLE FOR THE MANAGEMENT, MAINTENANCE AND OPERATION OF THE ASSOCIATION AND ACC, AND OF THE SUBDIVISION, INCLUDING WITHOUT LIMITATION FULL AND SOLE ASSUMPTION BY THE ASSOCIATION OF ALL MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION.

A6.01 Community Properties; Landscaping.

16.01.1 During the Development Period Declarant may provide and construct such Community Properties as Declarant may desire. ONCE PROVIDED OR CONSTRUCTED, ALL COSTS AND EXPENSES OF THE OPERATION, MANAGEMENT, MAINTENANCE, REPAIR AND REPLACEMENT OF COMMUNITY PROPERTIES, INCLUDING ALL COSTS AND EXPENSES OF INSURANCE THEREON AND ALL AD VALOREM TAXES AND OTHER ASSESSMENTS IN THE NATURE OF PROPERTY TAXES COVERING OR FAIRLY ALLOCABLE THERETO, WILL BE PAID BY THE ASSOCIATION (EITHER DIRECTLY OR BY REIMBURSEMENT TO DECLARANT) REGARDLESS OF WHETHER OR NOT TITLE HAS BEEN TRANSFERRED OR CONVEYED TO THE ASSOCIATION AND REGARDLESS OF WHETHER OR NOT ANY APPLICABLE CONTRACT, AGREEMENT OR OTHER ARRANGEMENT FOR OPERATION, MANAGEMENT, MAINTENANCE, REPAIR OR REPLACEMENT IS IN THE NAME OF, IS PROCURED THROUGH OR HAS BEEN TRANSFERRED OR ASSIGNED TO THE ASSOCIATION. The Association will also pay as aforesaid all costs and expenses, regardless of type and including procurement, as to service type Subdivision Facilities such as any patrol, or any garbage or recycling services

A6.01.2 WITHOUT LIMITATION OF THE FOREGOING, IT IS EXPRESSLY STIPULATED AND AGREED REGARDING ANY AND ALL LANDSCAPING, WHETHER NATURAL OR PRE-EXISTING PRIOR TO INITIATION OF DEVELOPMENT OR AT ANY TIME DURING DEVELOPMENT PLACED OR PLANTED WITHIN THE SUBDIVISION, INCLUDING UPON ANY LOT OR COMMUNITY PROPERTIES THAT (I) DECLARANT DOES NOT REPRESENT, GUARANTEE OR WARRANT THE VIABILITY, VITALITY OR CONTINUATION OF ANY LANDSCAPING, OR THAT ANY PARTICULAR TYPE, QUALITY

OR QUANTITY OF LANDSCAPING WILL BE MAINTAINED EVEN IF FROM TIME TO TIME PROVIDED (SUCH AS FOR EXAMPLE SEASONAL PLANTING AT ENTRY AREAS OR AROUND MODEL HOMES), AND (II) IF PROVIDED, AND FROM AND AFTER THE TIME ANY TYPE OF LANDSCAPING IS PROVIDED, ALL COSTS AND EXPENSES OF MAINTENANCE OR REPLACEMENT THEREOF, AND ALL RISK OF LOSS THEREOF, SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE LOT UPON WHICH ANY SUCH LANDSCAPING IS LOCATED, AND OTHERWISE THE SOLE RESPONSIBILITY OF THE ASSOCIATION AS TO LANDSCAPING AT ANY OTHER LOCATION WITHIN THE SUBDIVISION.

A6.01.3 Declarant may transfer, convey or assign any or all Community Properties to the Association during the Development Period, and must do so within a reasonable time after termination of the Development Period. THE ASSOCIATION IS OBLIGATED TO ACCEPT ANY CONVEYANCE AND ANY OTHER TRANSFER OF OWNERSHIP OF ANY COMMUNITY PROPERTIES (AS SO DESIGNATED BY DECLARANT DURING THE DEVELOPMENT PERIOD), REGARDLESS OF WHETHER THE CONVEYANCE OR OTHER TRANSFER OCCURS DURING OR AFTER THE DEVELOPMENT PERIOD. THE ASSOCIATION'S ACCEPTANCE AS AFORESAID IS CONCLUSIVELY ESTABLISHED UPON FILING OF THE APPLICABLE INSTRUMENT OF CONVEYANCE OR OTHER TRANSFER IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, OR AS OF THE DATE OF DELIVERY OF SAID INSTRUMENT TO THE ASSOCIATION.

A6.01.4 ANY RIGHT, TITLE OR INTEREST TO ALL COMMUNITY PROPERTIES, REAL OR PERSONAL, WILL BE TRANSFERRED, CONVEYED OR ASSIGNED TO THE ASSOCIATION ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND, EXCEPT FOR SPECIAL WARRANTY OF TITLE BY, THROUGH OR UNDER DECLARANT, WITHOUT ANY COVENANT, WARRANTY, GUARANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW.

#### A7.01 Easements.

A7.01.1 Declarant and any Authorized Builder as so designated by Declarant, and their agents or employees (including any contractor or subcontractor) are entitled during the Development Period to use and exercise all easements set forth in the Declaration for, and Declarant may grant or exercise such additional easements for ingress, egress and usage as is reasonably necessary for, construction of single family residences, providing and development of utilities, Community Properties and/or Subdivision Facilities and any and all other developmental activities.

A7.01.2 In addition to the general easement as provided in the proceeding subsection, until completion of the initial sale (as defined in **Section A2.01** hereof) of all Lots, Declarant and any Authorized Builder shall have a temporary construction easement upon, under, over, across and

above each Lot and all Community Properties for purposes of installation, construction and completion of the residence, garage and any other structures or improvements upon any adjacent Lot or Community Properties and the conducting of any other development and sales activities in relation thereto, provided that this easement shall not extend in any manner to the interior of any residence or garage and may not be utilized in such manner as to block ingress or egress as to same, and provided further that Declarant or any Authorized Builder utilizing this easement shall restore any parts of the Lot or Community Properties affected by such usage to as nearly as practicable the same condition it was prior to such usage promptly upon completion of such usage.

**A8.01 Development and Sales Activities.** Declarant, and any builder so authorized by Declarant, have the right to transact any business and conduct any activities reasonably necessary for all construction within, and all development of, the Subdivision, and for the sale or rental of Lots and single family residences and any other improvements to be constructed within the Subdivision (all such construction, development, sales and all related business and activities herein referred to as "Development Activities"), including without limitation as follows:

**A8.01.1** Until completion of the initial sale (as provided in **Section A2.01**) of all Lots owned by Declarant or a builder, whether or not the initial sale of all Lots occurs during or after the Development Period, Declarant (and any Authorized Builder) have the right to (i) maintain models, to have, place and maintain sales and promotional signs, flags, banners and similar promotional devices within the Subdivision, to conduct from time to time an "open house" and similar events for realtors and other persons which may include without limitation leaving limited access gates (if any) open as hereafter provided, and to use for development, sales and/or promotional purposes all or any part of any Community Properties and any Lot, or residence or other improvements located thereon, which is owned by Declarant or a builder, and (ii) **TO LEAVE LIMITED ACCESS GATES, IF ANY, OPEN FOR ANY PERIODS OF TIME (OR AT ALL TIMES) AND OTHERWISE PROVIDE FOR OR PERMIT ACCESS TO THE SUBDIVISION TO ANY PERSONNEL INVOLVED IN ANY DEVELOPMENT ACTIVITIES, TO PROSPECTIVE PURCHASERS, TO REALTORS AND TO OTHER PERSONS AS DECLARANT REASONABLY DETERMINES IS NECESSARY OR CONVENIENT TO ACCOMMODATE ANY DEVELOPMENT ACTIVITIES.**

**A8.01.2** Declarant (and any Authorized Builder) may or will be required during the Development Period to, and are hereby specifically authorized to, engage in construction activities upon multiple Lots or Community Properties, to store equipment or materials on multiple Lots or Community Properties, to create accumulations of trash and debris, and to otherwise engage in activities and create conditions related to development of the Subdivision, including the construction and sale of residences and any other improvements in the Subdivision.

**A8.01.3** Declarant may establish any reasonable regulations as to Owners and tenants, as to the Association and ACC, as to any Related Parties of any of the foregoing, and as to any other Person, which Declarant deems appropriate to avoid hindrance or interference with any Development Activities, including limiting or denying access to areas of the Subdivision, designating temporary dumping sites, permitting of parking of vehicles owned or operated by construction



workers or otherwise being utilized for Development Activities at any location within the Subdivision (except upon any part of any Lot occupied by an Owner other than Declarant), regardless of whether or not such parking would otherwise be prohibited by the Declaration or other Governing Documents, maintenance of metal buildings or structures and use of Community Properties and/or Subdivision Facilities in connection with any Developmental Activities.

A8.01.4 ABSENT INTENTIONAL AND WILLFUL MISCONDUCT, DECLARANT AND ANY AUTHORIZED BUILDER ARE NOT LIABLE TO ANY OWNER OR TENANT, OR TO THE ASSOCIATION OR ACC, OR TO ANY RELATED PARTIES OF ANY OF THE FOREGOING, OR TO ANY OTHER PERSON FOR ANY CONSEQUENCES OF THE REASONABLE CONDUCTING OF ANY DEVELOPMENT ACTIVITIES.

A9.01 Amendment of Governing Documents or Plat; Designation of Community Properties; Annexation. During the Development Period Declarant reserves the sole and exclusive right, without joinder or consent of, and without notice of any kind to, any Owner or other Person, to (i) amend, modify, revise or repeal, from time to time and at any time, the Declaration (including this Exhibit "A") and any other Governing Documents, (ii) prepare, amend, modify, revise or repeal any Plat covering or to cover the Subdivision, (iii) designate, construct or expand the Community Properties, and to modify, discontinue, redesignate or in any other manner change the Community Properties, and (iv) annex and subject any other property to the scheme of the Declaration provided any such annexation is not inconsistent with the scheme of development contemplated hereby. During the Development Period, no other properties may be annexed or subjected to the scheme of the Declaration without the written consent of Declarant. Any such amendment, modification, revision, repeal or annexation shall be effective from and after filing of notice thereof in the Official Public Records of Real Property of Harris County, Texas except to the extent expressly otherwise provided in the notice.

A10.01 Binding Arbitration; Limitations. Declarant may, by written request, whether made before or after institution of any legal action, require that any Dispute (as hereafter defined) be submitted to binding arbitration to be conducted in Harris County, Texas in accordance with the Construction Industry Arbitration Rules (or substantial equivalent) of the American Arbitration Association. "Dispute" means any claim, demand, action or cause of action, and all rights and remedies regarding same, claimed or asserted by the Association, the ACC or any Owner, or by their Related Parties, against or adverse to Declarant, or to any Related Party of Declarant, regarding (i) the Declaration (including this Exhibit "A") or any other Governing Documents, and/or (ii) any of Declarant's development and/or sales activities within or regarding the Subdivision, including the construction of any residence or other improvement. The decision(s) of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The initial cost of such arbitration shall be borne equally by the parties, but the cost of such proceeding, including, without limitation, expert witness fees and reasonable attorneys fees, shall be awarded to the prevailing party. NOTICE OF ANY DISPUTE MUST BE GIVEN TO DECLARANT NOT LATER THAN ONE HUNDRED TWENTY DAYS AFTER, AND SUIT REGARDING ANY DISPUTE MUST BE FILED IN A COURT OF COMPETENT

JURISDICTION NOT LATER THAN TWO YEARS PLUS ONE DAY AFTER, THE DATE ANY CAUSE OF ACTION REGARDING THE DISPUTE ACCRUES.

A11.01 Notice to Declarant. All notices to Declarant, either during or after the Development Period, must be given to Declarant as provided in Section 5.255 of the Texas Business Organizations Code, as amended, at Declarant's registered office or principal office, and as otherwise provided in **Section 10.05** of the Declaration.

A12.01 NO IMPAIRMENT OF DECLARANT'S RIGHTS. NOTWITHSTANDING ANY OTHER PROVISIONS OF THE DECLARATION OR ANY OTHER GOVERNING DOCUMENTS TO THE CONTRARY, NO PROVISIONS OF THIS **EXHIBIT "A"**, AND NO OTHER RIGHTS OR LIMITATIONS OF LIABILITY APPLICABLE TO DECLARANT PURSUANT TO THE DECLARATION, MAY BE AMENDED, MODIFIED, CHANGED OR TERMINATED EITHER DURING OR AFTER TERMINATION OF THE DEVELOPMENT PERIOD WITHOUT THE PRIOR WRITTEN CONSENT OF DECLARANT.

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

MAR - 2 2007



*Doreen Kayman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Beverly B. Kaufman*

2007 MAR - 2 PM 3:24

FILED

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

F:\WP\Lwb\balhnn\Seasons Brownstones\Devel Period - Ex A.wpd