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DEED RESTRICTIONS

FOR

JULIA DEVELOPMENT

Townhome Association

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DECLARATION OF DEED RESTRICTIONS
FOR JULIA DEVELOPMENT *Townhome Association*

THIS DECLARATION OF DEED RESTRICTIONS FOR JULIA DEVELOPMENT (this "Declaration"), made as of the date hereinafter set forth by Julia Development LLC , a Texas limited liability company, hereinafter referred to as (the Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner of that certain .9637 acre tract of land in the City of Houston, Harris County, Texas which has been subdivided and platted Julia Development, a subdivision in Harris County, Texas according to the plat thereof recorded under Film Code No. 5360B7 in the Map Records of Harris County, Texas (the "Property");

WHEREAS, Declarant Desires to establish a uniform plan for the development, improvement, and sale of the Property for the benefit of both the present and future Owners of the Property.

NOW THEREFORE, Declarant hereby declares that the Lots (as hereinafter defined) within the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said Lots and shall be binding upon all parties having any right, title or interest in said Lot or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Association" shall mean and refer to Julia Development Townhome Association, a nonprofit corporation, its successors and assigns.

SECTION 2. " Builder" shall mean and refer to any person or entity undertaking the construction of a resident on a Lot.

SECTION 3. "Common area" shall mean and refer to all Property, real or personal, owned, leased or used by the Association for the common use and enjoyment of the Members (hereinafter defined) of the Association.

SECTION 4. "Declarant" shall mean and refer to Julia Development LLC, its successors or assigns, provided that an assign is designated in writing by the Declarant as an assign of all, or part, of its rights under this Declaration.

SECTION 5. "Lot" shall mean and refer to any of the numbered Lots on a recorded plat of the Property intended for the construction of a residence, excluding all reserve tracks. Lot also refers to the piece of land and existing home or future home to be built on the land.

SECTION 6. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 7. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or royalty interest.

SECTION 8. "Plans" shall mean and refer to any or all of the following, as the same shall be submitted, revised, and/or resubmitted to the Architectural Review Committee (hereinafter defined) for approval:

- (a) a "Homestead Plan," which shall include:
 - (i) a site plan showing the location, dimensions, and orientations of the proposed residence in relation to the Lot boundaries and setback lines, and also depicting the driveway, fencing, and location of any and all proposed improvements, including swimming pools and patios;
 - (ii) design elevations, together with the height and size of the residence and proposed gross building areas;
 - (iii) a description and sample of the the proposed exterior materials of the residence; and
 - (iv) a drainage plan and a diagram showing the location of all proposed utility connections;
- (b) an "Exterior Plan", which shall include drawings in detail of all building exterior elevations, including the roof (showing elevations) and describing the color, quality, and type of all proposed exterior construction materials;
- (c) a "Landscaping Plan" depicting the type, quantity, size, and placement of all exterior plant materials; and
- (d) A "Lighting Plan", which shall include the type, style, size, and candlepower of all proposed exterior lighting fixtures.

SECTION 9: "Property" shall mean and refer to the real Property within the jurisdiction of the Association being the Property platted as ~~Ryan Grove Subdivision~~.

Julia Development

SECTION 10: "Street" shall refer to any Street, Drive, Boulevard, Road, alley, Lane, Avenue, or thoroughfare within or adjacent to the Property, whether public or private.

SECTION 11: "Lots Assessment" means the annual Assessment levied by the Association against only the Lots pursuant to Section 3 of Article 4 hereof for the purpose of paying Lot Expenses.

SECTION 12: "Lots Expenses" shall mean and include the actual and estimated expenses incurred by the Association solely for the benefit of the Owners of the Lots which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized hereby.

ARTICLE II
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot within the Property, hereby covenants and each Owner of any Lot within the Property, by acceptance of a deed therefore, whether or not it shall be expressed in the deed or other evidence for the conveyance, is deemed to covenant and agree to pay the Association (i) annual Assessments, (ii) annual town home Lots Assessment (applicable only to Townhome Lots), and (iii) special Assessments for capital improvements, such Assessments were charges to be fixed, established and collected as here and after provided. These Assessments and charges, together with interest thereon as he ran after provided, cost of collection, and reasonable attorneys fees, shall be a charge on the land and shall be secured by a continuing lien upon the Property against which such Assessments or charges are made. Each such Assessment or charge, together with such interest, late charges, cost of collections and, reasonable attorneys fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the Assessment or charge fell notwithstanding any subsequent transfer of such Property. The personal obligation for the delinquent Assessments and charges shall not pass to successors in title unless expressly assumed by them. However, successors in title shell nonetheless acquire title to the land subject to the lien securing the Assessment and changes.

SECTION 2. PURPOSE OF ANNUAL ASSESSMENTS. The annual Assessments levied by the Association shall be assessed against a Lot and shall be used for carrying out the purposes of the Association as stated in Julia Development Townhome Association bylaws, this declaration and other restrictive covenants instruments administered by the Association. The Judgment of the Board of Directors of the Association in determining the functions to be performed by the Association, in determining the amount of annual Assessments, and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith. Such funds may be used to pay cost incurred with respect to all or any of the following:

- I. Operation, maintenance, repair, and Improvement of the Common Area including, without limitation, fences, rod iron fence, parking pads, dog park, walls, entry monuments, road esplanade, cul-de-sacs, and landscaping and easement areas within, adjacent to or in the vicinity of the Property;
- II. Payment of taxes and premiums for insurance coverage except for insurance premiums for casualty insurance covering the residences;
- III. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management and supervision of the Common Area;
- IV. Maintenance, repair and reconstruction of Common Utilities Facilities (hereinafter defined), if any;
- V. Maintaining or replacing landscaping and the Common Area and in the portion of each Lot in front of the residence ("Front yard");
- VI. Designing, purchasing and installing any improvements to the Common Area;
- VII. Mowing, routine maintenance and removal of debris from the Common Area and the Front Yards;
- VIII. Maintenance of amenities in drainage and detention facilities within the Common Area;
- IX. Contracting for street lights in the Property;

- X. Collecting and disposing of trash, garbage, ashes, rubbish and other similar materials;
- XI. Payment of legal fees and expenses incurred to collect Assessments and enforce this declaration
- XII. Employing policemen or watchmen or a security service;
- XIII. Contracting for insect and pest control such as mosquito fogging;
- XIV. Carrying out the duties of the Board of Directors of the Association;
- XV. Paying the cost and fees of a manager or firm retain to carry out the duties of the Association or to manage the affairs and Property of the Association;
- XVI. Creation and funding of such a reserve funds as the Board of Directors of the Association to seeing deems necessary; and
- XVII. Carrying out such purposes of the Association as generally benefit the Members of the Association.

As stated herein above, the Association shall not be obligated to perform all the foregoing functions in any particular or any particular function. The judgment of the Board of Directors of the Association in establishing annual Assessments and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

SECTION 3. LOTS ASSESSMENTS. An annual Lots Assessment shall be levied solely to enable the Association to pay the Lots Expenses. Lots Expenses may include, without limitation, costs incurred for maintenance and repair of the subdivision utilities, lawn maintenance, fence and gate repair, irrigation, mailbox, sidewalks, and common drive maintenance. The annual Lots Assessments shall be divided by the number of Lots and each Owner of a Lot shall be assessed an amount equal to the quotient so obtained. The judgment of the Board of Directors of the Association in determining what expenses are Lots Expenses and in establishing the annual Lots Assessment shall be final and conclusive so long as said judgment is exercised in good faith . Prior to the formation of a Board of Directors, the judgment of the Declarant shall be considered final and conclusive.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual Assessment authorized above the Association may levy, in any year, a special Assessment against the Lot applicable to that year only, or for the purpose of defraying, in whole or in part, the cost of any construction , reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal Property related thereto; provided, however, any special Assessment must be approved by two-thirds (2/3rds) vote of each class of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessment may be collected on a monthly basis at the Board's discretion.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 above shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast thirty percent (30%) of the votes of the Association's membership shall constitute a quorum. If the required quorum is not present or represented, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one- half (½) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Both annual and special Assessments on all Lots shall be fixed at uniform rates on all Lots in the Property. Townhome Lots Assessments shall be fixed at rates on all Townhome Lots. Notwithstanding the foregoing, Lots owned by the Declarant shall not be assessed. The Assessment for an individual Lot, within a calendar year, shall change as the Ownership of such a Lot passes from a Declarant, and the Assessment for such Lot shall be prorated according to the applicable rate during each type of Ownership.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ASSESSMENTS. The annual Assessment and annual Townhome Lots Assessments provided for herein shall commence as to all Lots in the Property not owned by the Declarant on the first day of the month following the conveyance of the first Lot in the Property to an individual Owner, or on such later date as the Board determines. The Assessments for such a year shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the Assessment is sent to every Owner whose Lot is subject to the Assessment. On or before the 30th day of November in each year the Board of Directors of the Association shall fix the amount of the annual Assessment to be levied against each Lot and the amount of the annual town home Lots Assessment to be levied against each Townhome Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Assessments shall be sent to every Owner whose Lot is subject the payment they're off each annual Assessment and Townhome Lots Assessment shall be due and payable in advance on the first day of January of each calendar year or, at the option of the Board of Directors in monthly payments on the first day of each month during the year, provided, however, Assessments on Lot owned by Builders maybe a crude and paid upon conveyance of the applicable Lot to an individual Owner. The Association shall, upon demand, and reasonable charge, furnish a certificate signed by an officer or authorized representative of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the attachments on a particular Lot is binding upon the Association as the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES. Any Assessments or charges which are not paid when do shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the rate of eighteen percent (18%) per annum or such other rate as the Board may establish from the due date until the date paid. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or to foreclose the lien herein against the Property. Interest as above specified, costs and reasonable attorney's fees incurred in any such actions shall be added to the amount of such assessment or charge.

The lien in favor of the Association is created by the recordation of the Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Lot, and Owner grants to the Association a power of sale in connection with the Association's lien by resolution of the Board of Directors of the Association May appoint, from time to time, and officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association has exercised its power of sale pursuant to section 5 1.002 of the Texas Property Code, and any applicable provisions, and amendments, or recodifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by non-judicial foreclosure pursuant to the power of sale created here by. Cost of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The

Association may own, lease, encumber, exchange, sell, or convey a Lot. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of the possession of the Lot by an action of a forcible detainer without the necessity of giving any notice to the former Owner or Owners of the Lot sold at foreclosure. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a non-judicial foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot under Chapter 32 Tax Code, shall not discharge the Association's lien under this paragraph for amounts becoming to the Association after the day of foreclosure of the tax lien no Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Area or abandonment of his or her Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges to the Association, but the lien shall be subordinate to the lien of any deed of trust or mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall leave such Lot or the Owner thereof from liability for any charges or assessments there after becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other lien or encumbrance, subject to such limitations, if any, as a Board of Directors may determine.

ARTICLE III USE RESTRICTIONS.

SECTION 1. RESIDENTIAL USE. Each and every Lot in the Property is hereby restricted to residential dwellings or single family residential use only. No business, professional, commercial, or manufacturing use shall be made on any Lot provided, however, the foregoing shall not be construed to prohibit the use of a residence for a home occupation incidental to the principal residential use. No structure other than one single family residence and approved accessory buildings shall be obstructed, placed on, or permitted to remain on any Lot on the Property. No Lot shall be used for the operation of a (i) boarding or rooming house, a residence of transients, half-way house, day-care center, treatment facility, or (ii) residence of unrelated individuals who are engaging in, undertaking, or participating in any group living for rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency unless any such facility is otherwise allowed by the terms of state or federal law negating the provisions of restrictive covenants prohibiting same.

SECTION 2. ANIMALS AND PETS. No animals, livestock, or poultry of any kind may be kept on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or which in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or occupants within the Property may be removed by the Board. No animals of any type shall be kept, bred or maintained on any Lot for commercial purposes. Dogs with your household pets shall at all times whenever they are outside the residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such

household pets, no household pet that has caused damage or injury may be walked in the Property. Animal Control Authority shall be permitted to enter the Property to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law. All dogs and cats must be of a recognized domestic variety. No exotic pets are permitted within the Property.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on within the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Property.

SECTION 4. VEHICLES AND PARKING. The term quote Vehicles quote, as used herein, shall refer to all motorized vehicles including, without limitation, automobiles, trucks, tractors, motorhomes, boats, trailers, motorcycles, mini bikes, scooters, ATV's, go-carts, campers, buses and vans. All vehicles parked on the Property must be parked in a garage. Any vehicle parked or left not in accordance with this section shall be considered a nuisance and may be removed by the Board at the Owner's expense. No motorized vehicles shall be permitted on pathways or unpaved common Areas except for public safety vehicles or vehicles authorized by the Board. All vehicles within the Property must be in a condition which meets the requirement of all state and local governmental authorities as to licensing, safety and equipment standards. The intended use for the parking pads at the front of the community is for guest parking, but can be used by residents temporarily.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, after the initial construction of residences by the Builders, outside construction work or noisy interior construction work shall be permitted only on weekdays between the hours of 7: 00 a.m. and 7:00 p.m.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as dumping ground for such materials. All such a matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fit sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and / or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. The container used for trash should be kept in the garage or out of view from Julia Street.

SECTION 7. DISPOSAL OF HAZARDOUS SUBSTANCES. No gasoline, motor oil, paint, paint thinner, pesticide, or other product considered to be a contaminant or hazardous substance under applicable federal or state laws and regulations shall be disposed of on any Lot, nor shall any material be deposited into a storm sewer, sanitary sewer manhole, drainage channel or detention pond within the Property, but rather all such materials shall be handled and disposed of in compliance with all applicable laws and regulations and the recommendations of the manufacturer of the applicable product or a government entity with jurisdiction.

SECTION 8. BUILDING MATERIALS. Unless otherwise approved by the Committee, no Lot shall be used for storage of any materials whatsoever, except that material used in the construction of

improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction of residences by Builders in the Property, building materials may be placed or stored outside the Property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored in the Streets.

SECTION 9. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted on any Lot.

SECTION 10. DRAINAGE. No Owner of a Lot shall construct improvements on his Lot or grade his Lot or permit his Lot to remain in orbit placed in such condition that rain water falling on such Lot drains to any other Lot or the Common Area; and in pursuance of the preceding requirement, underground drains and gutters on roofs or other means approved by the Architectural Review Committee or Board, as may be applicable, shall be required in order that all such rainwater shall drain into an underground drainage system at such Lot (or other means approved by the Architectural Review Committee or Board, as may be applicable).

ARTICLE IV ARCHITECTURAL RESTRICTIONS

SECTION 1. RESIDENCES. Only one single family residence not more than two stories in height with an attached garage for a minimum of two cars shall be built or permitted on each Lot. All structures shall be of new construction and no structure shall be moved from another location onto a Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. Owners may not make any change to exterior elevations, exterior lighting, address numbers, total square footage, exterior paint scheme, shingles or exterior landscaping without Board of Director approval.

SECTION 2. TEMPORARY BUILDINGS. Temporary buildings or structures shall not be permitted on any Lot. However the Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. With the Declarant's approval, Builders may use garages as sales offices for a time during which such Builders are marketing homes. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must be reconverted to a garage or garage must be added to such residences.

SECTION 3. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street and shall repair at his expense any damage to the street occasion by connecting to the driveway thereto.

SECTION 4. ROOF MATERIALS/ROOF STACKS. The roofs of all buildings shall be constructed or covered with fiberglass or dimensional shingles of a color approved by the Architectural Review Committee. Any other type of roofing material shall be permitted only at the discretion of the Architectural Review Committee. All roof stacks must be painted to match the roof color.

SECTION 5. FENCES. No fence or wall shall be erected on any Lot without the approval of the Architectural Review Committee. The erection of chain link fences on any Lot is prohibited. Owners are responsible to replace their own wooden fence. The design of the fence is subject to approval by the Architectural Review Committee. This Committee and/or the Board of Directors can determine when replacement of the wooden fence is necessary due to damage, decay, rot, wind damage or other causes.

SECTION 6. GRASS AND SHRUBBERY. The Owner of each Lot shall keep his or her Lot (or the portion of the Lot that the Board has not elected to maintain) mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to Property or persons, shall be promptly removed or repaired, and if not removed by the Owner of upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damages caused by such removal. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that the Declarant may designate fill areas into which materials specified by the Declarant may be placed.

SECTION 7. SIGNS. Except for one (1) sign of no more than five (5) feet square advertising a residence on a Lot for sale or rent, no signs, billboards, posters or advertising devices of any kind shall be permitted on any Lot without prior written consent of the Board. The right is reserved by the Declarant to construct and maintain or to allow builders within the Property to construct and maintain signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs at entrances to the subdivision within the Property.

SECTION 8. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstruct site lines at elevations between 2 and 6 ft above the Street shall be permitted to remain on any corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 9. EXTERIOR ANTENNAE. No television, radio, or other electronic towers, Aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcast or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot for upon any improvement there on, except that this provision shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board is empowered to adopt rules governing the types of antennae that are permissible in the Property and to establish a reasonable, non-discriminatory restriction relating to safety, location and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the rules of the Board may only be installed in a side or rear yard location, not visible from the Street, and integrated with the dwelling and surrounding landscape. Antenna shall be installed and compliance with state and local laws and regulations.

SECTION 10. PLAYGROUND AND SPORTS EQUIPMENT. All playground and sports equipment such as playhouses, swing sets, basketball goals, batting nets, or exercise equipment shall not be permitted to be placed on any Lot in an area where it is visible outside the home.

SECTION 11. OUTSIDE LIGHTING. Owners may not add any additional outside lighting not installed by the Builder without Architectural Committee approval.

SECTION 12. AIR CONDITIONERS. No window or wall type air conditioner shall be permitted in any improvement within the Property, but the Declarant and Builder may install and use such air conditioners in sales offices and construction offices within the Property provided such air conditioners are removed when such facilities cease to be used.

SECTION 13. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines in facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed underground unless otherwise approved by the Committee. The only exception is the electrical and low voltage lines to these four houses - 251, 253, 255, and 257 Julia Street - can be overhead.

SECTION 14. DECORATIONS. No decorative appurtenances such as sculptures, bird baths and bird houses, fountains, flagpoles or other decorative embellishments shall be placed on the residence or in the front yard or in any other portion of a Lot which is visible from any Street, unless such specific items have been improved by in writing by the Committee. Customary seasonal decorations for national holidays are permitted without approval by the Committee.

SECTION 15. WINDOW COVERINGS. Temporary or disposable window coverings not consistent with the aesthetics of the Property, such as reflective materials, sheets, newspaper, shower curtains, fabric not sewn into finished curtains or draperies, paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for permanent window coverings and in development of the same caliber as the Property are prohibited.

SECTION 16. MAILBOXES AND ADDRESS MARKERS. Each Lot shall have a marker identifying its street address of a style prescribed by the Architectural Review Committee in keeping with the overall character and aesthetic of the community. Each Lot shall have a mailbox assigned and located in the community cluster mailbox.

SECTION 17. ENFORCEMENT OF LOT MAINTENANCE. Each Owner of a Lot shall at all times be obligated to maintain his or her Property and all improvements thereupon (and the area between the boundary lines of the Lot and adjacent Streets), so as to keep same in a clean, slightly and safe condition and to conform with any specific standards which the Board of Directors may adopt by resolution for the Property; provided, however, an Owner's maintenance obligation shall not include Front Yards if the Board has elected to have the Association maintain Front Yards for all Owners. An Owner's maintenance obligation shall include but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the removal of all snow and ice from paved areas; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping; and, during construction, the cleaning of dirt, construction debris and other construction - related refuse from Streets and storm drains and inlets.

In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after 5 (5) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, helpful and sanitary condition. The association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or

occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for here in and shall be secured by a lien on the Lot in the same manner as such annual charge. The Association, or its agents and employees shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection with the performance of the maintenance and other work authorized here in.

ARTICLE V EASEMENTS

SECTION 1. GENERAL. Easements or the installation and maintenance of utilities are reserved as shown and provided for on the plats or as dedicated by separate instruments. No utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 2. EASEMENTS FOR ASSOCIATION. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such a manager, to enter upon any Lot or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable only upon advance notice to and with permission of the Owner or occupant of the residents directly affected thereby.

SECTION 3. MAINTENANCE EASEMENT. There is granted to the Association, its successors and assigns, a five-foot wide construction and maintenance easement adjacent and parallel to each of the rear and side lot lines of all lots that abut a reserve, perimeter boundary of the property or street where the Declarant has constructed or intends to construct a fence or wall, together with the right of ingress and egress for the purposes, with liability to the Owner for damages arising from the use of the easement, of constructing, repairing and / or reconstructing the fence or wall. The easement area shall remain unobstructed of any structures or plantings that would prohibit access to the fence or wall for construction and maintenance purposes.

SECTION 4. ASSOCIATIONS EASEMENT FOR UTILITIES. Declarant hereby grants to the Association, its successors and assigns, and agents a perpetual easement for the purpose of repairing, replacing, removing, operating and maintaining water, sanitary sewer, storm sewer, gas, electric, telephone and telecommunication lines and facilities (the Common Utility Facilities) installed by Declarant or the Builders over the portions of the Property where such facilities have been installed to serve one or more Lots.

SECTION 5. EASEMENTS FOR ENCROACHMENTS. In the event that any portion of a residence or any other structure or improvement, including without limitation any building steps, fences, paving, decking, footings, piers, piles, grade beans or similar improvements, or any overhang of walls or roofs of any such building or structure as originally constructed encroaches on any Lot or reserve tract due to the unintentional placement or settling or shifting of any of the foregoing, it shall be deemed that the Owner of

such Lot or reserve track has granted their perpetual easement to the Owner of the adjoining lot for continuing maintenance and use of such encroaching structure or improvements. The foregoing shall also apply to any necessary maintenance, repair or replacement of the foregoing if performed in substantial compliance with the original construction. So long as necessary, the foregoing easements shall be perpetual in duration and once established shall not be subject to the amendments or terminate otherwise applicable to this Declaration.

SECTION 6. EASEMENTS FOR PUBLIC SERVICES AND UTILITIES

(a). Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garage and trash collection vehicles and other service vehicles to enter upon the Property in the performance of their duties. An easement is also specifically granted to the United States Post Office, its agents and employees to enter upon any portion of the Property and performance of mail delivery or any other United States Post Office services.

(b). Shared Utility Facilities. To the extent easements have not been or are not granted by declaration for a plat or separate easement instrument for each shared utility facility, an easement is hereby granted to each public or private utility company or other public authority or agency over those portions of the property as are reasonably necessary for the purpose of installing, replacing, repairing, maintaining and operating any shared utility facilities. To the extent possible, all utility lines and facilities serving the property shall be located underground. Each utility company or other supplier or services with respect to the portions of the property so encumbered, shall have the right (i) to cut and remove any trees, bushes or shrubbery, (ii) to excavate or fill, or (iii) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(c). Changes and Additions. At any time on or before one (1) year after the sale of all of the Lots, Declarant shall have the right to grant, dedicate, reserved or otherwise create, easement for public, quasi - public or private utility purposes, including, without limitation, gas, electricity, telephone, sanitary or storm sewage, cable television, security systems, and drainage in favor of any person Furnishing or to furnish utilities services to the Property, along, over, above, across, and under the Property and any Lot, provided, such additional easement shall not interfere with any existing residence upon a Lot.

SECTION 7. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An underground electric distribution system will be installed within each subdivision which will be designated an Underground Residential Subdivision and which underground service area shall serve all Lots in the subdivision. The owner of each Lot in the Underground Residential Subdivision shall, at his own cost furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer structure to the point of attachment at such companies installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company as a property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at a cost, furnish, install, own, and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service

to each lot therein shall be underground, uniform and character and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle, alternating current.

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to the construction thereof. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, other pavings, and neither Builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

ARTICLE VI INSURANCE AND CASUALTY

SECTION 1. INSURANCE.

(a). Each Owner shall maintain personal home and liability insurance. The amounts and specifics of such required insurance may be specified by the Board, at its reasonable discretion. Each Owner may obtain, at each Owner's option, coverage for the Owner's personal property.

(b). Owners may carry other insurance for their benefit and at their expense.

SECTION 2. DAMAGE OF DESTRUCTION.

(a). All Owners of the Lots are responsible for submitting any claims for any loss to their personal insurance.

(b). Duty to Rebuild. Any residence on a Lot that is damaged or destroyed by fire or other disaster shall be promptly repaired or reconstructed by the Owner. Repair and other reconstruction of the damaged or destroyed residences on Lots shall be to substantially the same condition to which they existed prior to the damage.

(c). Any buildings or improvements on a Lot which are damaged or partially destroyed by fire, storm, or any other means shall be repaired by the Owner within a reasonable period of time, with beginning of construction not to exceed sixty (60) days from the occurrence of such damage and the Lot restored to a clean, orderly and attractive condition. Any buildings or improvements which are damaged or destroyed to the extent that repairs are not practicable, shall be demolished and removed within a reasonable period of time not to exceed ninety days from the occurrence of such damage and the Lot restored to a clean and attractive condition.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and persons claiming under until December 31, 2047, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots covered by this Declaration has been recorded, agreeing to cancel or terminate the covenants herein, in whole or in part.

SECTION 2. AMENDMENT.

A. By Declarant. This Declaration may be amended unilaterally at any time and from time to time by the Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; or (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration.

B. By Owners. This Declaration may be amended at any time by an instrument executed by the Owner or Owners of a majority of the Lots covered by the Declaration and the Declarant, as long as the Declarant owns any Lots. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with the signatures of the requisite number of the Owners of the Lots (as the Declarant, if applicable.).

SECTION 3. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 4. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 5. TITLES. The titles of the Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 6. MERGER; DISSOLUTION. The Association may be merged with another non-profit corporation or dissolve with (i) the assent given in writing by not less than two-thirds (2/3rds) of the Class A Members and (ii) the Declarant, as long as it owns any Lots within the Property. In the event of a merger of the Association with another non-profit corporation organized for the same purposes, the Association's Property, rights, and obligations may be transferred to the surviving association, or alternatively, the Property, right and obligations of the other association may be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving association shall administer the covenants, conditions and restrictions established by the Declaration,

together with the covenants, conditions and restrictions applicable to the Property of the other association as one scheme. In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

SECTION 7 ENFORCEMENT. The Association or any Owner shall have the right to enforce, by any proceeding at law or inequity, the covenants, conditions restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF this Declaration is executed effective as of the 15th day of August 2022

Julia Development LLC Townhome Association

10R

By: Julia Development LLC as Manager

~~General Partner~~ Owner

By: [Signature]
Jeffrey George

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 15th August 2022 by

Jeffrey George - Owner of Julia Development LLC a Texas Limited Liability Company, which is the manager of Julia Development Townhome Association.

(SEAL)



[Signature]

Notary Public in and for the State of Texas

FILED FOR RECORD

3:38:05 PM

Monday, August 15, 2022



COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Monday, August 15, 2022



COUNTY CLERK
HARRIS COUNTY, TEXAS

