

NOTICE

S120288

NOTICE OF FORMATION OF PETITION COMMITTEE  
(Pursuant to Texas Property Code Chapter 204)

510-04-1606

THE STATE OF TEXAS  
COUNTY OF HARRIS

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§

09/16/96 300073049 8120288 013.75

1. A Petition Committee has been formed to extend the term of, renew, create, add to, or modify one or more of the restrictions applicable to Camp Logan First Addition.

2. The members of the Petition Committee are as follows:

Steve Cofer  
6213 Rodrigo  
Houston, Texas 77007

L. B. Wallace  
6407 Pickens  
Houston, Texas 77007

Ned Conley  
6202 Pickens  
Houston, Texas 77007

3. The Restrictions currently applicable to Camp Logan First Addition, a subdivision described in a plat filed for record in Volume 527, Page 123 of the Map Records of Harris County, Texas (the "Subdivision"), are filed for record in Volume 609, Page 130, of the Deed Records of Harris County, Texas and in the Plat.

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4. The Petition Committee proposes to modify the Current Restrictions for the Subdivision by amending the restrictive covenants in the form attached as Exhibit "A" in order to create a property owners' association for the Subdivision. The existing Restrictions for the Subdivision have no expiration date, do not provide for a property owners' association, and requires approval by the owners of more than 60% of property to add to or modify the Restrictions. To the extent the proposed restrictive covenants affect a property, they will supersede the Current Restrictions, to the extent of any conflict.

5. The Petition Committee is created pursuant to the provision of Sections 201.005 and 204.006 of the Texas Property Code. In the event of any invalidity of Section 204.006, the Petition Committee shall be deemed created under Section 201.005 of the Texas Property Code.

6. When adopted, the restrictive covenants shall be effective as to all property in the Subdivision, pursuant to Texas Property Code Section 204.006.

EXECUTED by the above named Owners, this 16<sup>th</sup> day of Sept., 1996

Steve Cofer  
L. B. Wallace  
L. B. Wallace

ACKNOWLEDGMENTS

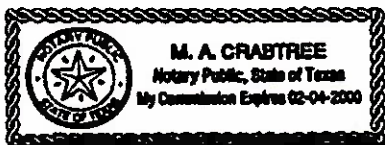
THE STATE OF TEXAS

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510-04-1637

COUNTY OF HARRIS

This instrument was acknowledged before me on the 16 day of September, 1996, by STEVE COFFEY.



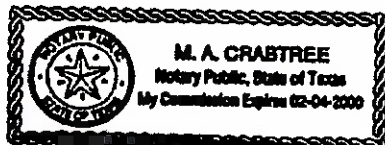
*M. A. Crabtree*  
Notary Public in and for  
the State of Texas

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 16 day of September, 1996, by NED CONLEY.



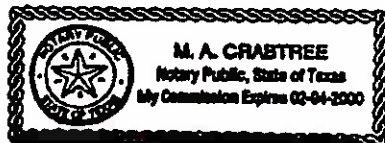
*M. A. Crabtree*  
Notary Public in and for  
the State of Texas

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 16 day of September, 1996, by L. B. WALLACE.



*M. A. Crabtree*  
Notary Public in and for  
the State of Texas

**AFTER RECORDING RETURN TO:**  
**WILSON, CRIBBS, GOREN & FLAUM, P.C.**  
440 Louisiana, Suite 2200  
Houston, Texas 77002  
Attn: Reid C. Wilson  
(713) 222-9000  
(713) 229-8824 - fax

510-04-1638

EXHIBIT A TO  
NOTICE OF FORMATION OF PETITION COMMITTEE  
for Camp Logan Civic Association

*lor*  
*lck*

The Restrictive Covenant proposed to be added to the existing Deed Restrictions governing Camp Logan First Addition proposed to be added by the Petition Committee created March 22, 1996 is as follows:

"The sole purpose of this addition to the Deed Restrictions of Camp Logan First Addition is to allow the creation and operation of a property owners' association with mandatory membership, mandatory regular or special assessments, and equivalent voting rights for each of the owners in the subdivision."

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID 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 herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

SEP 16 1996



*Beverly B. Thompson*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

*John...*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

96 SEP 16 PM 2:10

FILED

T997111

528 35 3096

Notice

NOTICE OF FORMATION OF PETITION COMMITTEE

(Pursuant to Texas Property Code Chapter 201, Subchapter C, Section 201.005)

\$17.00

10/1/99 201075803T997111

THE STATE OF TEXAS §

COUNTY OF HARRIS §

1. A Petition Committee has been formed to extend the term of, renew, create, add to, or modify one or more of the restrictions applicable to Camp Logan First Addition subdivision.

2. The members of the Petition Committee are as follows:

Terrie L. Delaney  
6403 Pickens  
Houston, Texas 77007

Barbara D. Hamilton  
6511 Minola  
Houston, Texas 77007

LaNelle Gregory  
2215 Bethlehem  
Houston, Texas 77018

(9/11/99)  
4) TK

See  
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17  
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3. The Restrictions currently applicable to Camp Logan First Addition, a subdivision described in Plat filed of record in Volume 527, Page 123 of the Map Records of Harris County, Texas (the "Subdivision"), are filed of record in Volume 609, Page 130, of the Deed Records of Harris County, Texas and in the Plat.

4. The Petition Committee proposes to modify the Current Restrictions for the Subdivision by adding the restrictive covenants in the form attached as Exhibit "A" in order to create a property owners' association for the Subdivision. The existing Restrictions for the Subdivision have no expiration date, do not provide for a property owners' association, and require approval by the owners of more than 60% of property to add to or modify the Restrictions. To the extent the proposed restrictive covenants affect a property, they will supersede the Current Restrictions, to the extent of any conflict.

5. The Petition Committee is created pursuant to the provisions of Section 201.005 of the Texas Property Code.

528 35 3097

NOTICE OF FORMATION OF PETITION COMMITTEE

PAGE 2

6. When adopted, the restrictive covenants shall be effective as to all property in the Subdivision, except as may be otherwise specifically provided by law.

EXECUTED by the above named Owners, this 30<sup>th</sup> day of Setpember, 1999.

Terrie L. Delaney  
TERRIE L. DELANEY

Barbara D. Hamilton  
BARBARA D. HAMILTON

Lanelle Gregory  
LANELLE GREGORY

ACKNOWLEDGMENTS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30 day of September, 1999, by Terrie L. Delaney.



Michelle C. Becerra  
Notary Public in and for  
The State of T E X A S

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30 day of September, 1999, by Barbara D. Hamilton.



Michelle C. Becerra  
Notary Public in and for  
The State of T E X A S

528 35 3098

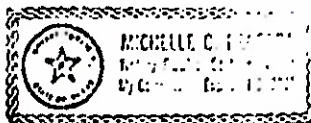
NOTICE OF FORMATION OF PETITION COMMITTEE

PAGE 3

THE STATE OF TEXAS           §

COUNTY OF HARRIS           §

This instrument was acknowledged before me on the 30 day of September, 1999, by LaNelle Gregory.



Michelle C. Becerra  
Notary Public in and for  
The State of T E X A S

THE STATE OF TEXAS           §

COUNTY OF HARRIS           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of September, 1999, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of T E X A S

AFTER RECORDING RETURN TO:

Richard B. Schnell  
Attorney at Law  
1314 Texas Avenue, Suite 1510  
Houston, Texas 77002

## EXHIBIT A to

**NOTICE OF FORMATION OF PETITION COMMITTEE  
(Pursuant to Texas Property Code Chapters 201 and 204)**

The Restrictive Covenant proposed to be added to the existing Deed Restrictions governing Camp Logan First Addition subdivision by the Petition Committee is as follows:

**Additions of 1999**

- B.1 Purpose of Additions.** The sole purpose of these additions to the Deed Restrictions of Camp Logan First Addition (the "Subdivision") is to allow the creation of a property owners' association in the form of a "Civic Club"; to prohibit mandatory membership therein; to prohibit more than one class of membership thereof; to prohibit mandatory assessments of any kind; and to forever prohibit the use of liens and foreclosure proceedings to collect any dues, assessments, or fees of any kind whatsoever by any property owners' association (by whatever name or character) or by its governing body or by their agents, successors, or assigns.
- B.2 One Voluntary Association.** Only one property owners' association shall be active at any given time, and membership in the association created hereunder shall be voluntary. The name of the association shall be the Camp Logan Civic Club. Each property owner in the Subdivision is automatically a member as long as he or she owns property in the Subdivision, provided that any such owner may voluntarily relinquish his or her membership at any time, and from time to time, in the owner's sole discretion.
- B.3 One Class of Membership.** Only one class of membership in the association shall be authorized or permitted.
- B.4 Voting Rights.** Each lot in the Subdivision shall have one vote on any matter subject to election or vote, provided that if a lot is hereafter subdivided into one or more separate lots, then each separate lot so created shall have one vote. If a lot is owned jointly by two or more owners, then the vote allocated to that lot shall be exercised jointly as a single vote. Voting may be either in person or by proxy.

- B.5 **No Mandatory Assessments.** The property owners' association created hereunder shall have voluntary dues only, and no property owner shall be made to contribute, or be coerced to contribute, or penalized for failure to contribute, in any way, except that the association may suspend the voting rights of a member whose dues are in arrears for the year in which said dues are in arrears, and only until said dues are paid. Association dues for any calendar year are delinquent if not paid by January 31. Delinquent dues shall not be subject to any other penalties or interest. Non-paid members may attend meetings. Initial dues shall be \$5.00 per calendar year beginning in the year 2000. Dues may be changed by a majority vote of the members.
- B.6 **No Use of Liens or Foreclosures.** The property owners' association created hereunder shall never use liens or foreclosure proceedings to enforce payment or collection of any dues, assessments, or fees of any kind whatsoever, and it is also prohibited from using liens and foreclosure proceedings to enforce compliance with any deed restrictions, either directly or indirectly. These prohibitions on the use of liens and foreclosure proceedings to enforce payments or compliance shall apply to the association and to its governing body, and to their respective agents, successors, and assigns.
- B.7 **Management of the Association.** The Association may provide for the adoption of bylaws, the election of officers, regular and special meetings, and such other matters for the regulation and management of its affairs as the membership shall determine.
- B.8 **Other Powers Denied.** The powers generally available to property owners' associations by operation of Chapters 201 and 204 of the Texas Property Code are denied to any property owners' association created hereunder, unless a specific power is specifically granted hereby.
- B.9 **Construction.** These Restrictions shall be strictly construed to achieve the intent of the Owners, which is always in favor of the free use of land.



528-35-3101

FILED

1999 OCT -1 AM 9:21

*Beverly R. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ALL PERSONS WHOSE RIGHTS ARE AFFECTED BY THIS INSTRUMENT OR ANY OF THE DESCRIBED REAL PROPERTY SHOULD BE GIVEN NOTICE OF THIS INSTRUMENT BY FIRST CLASS MAIL TO THE STATE OF TEXAS, COUNTY OF HARRIS.

OCT 1 1999



*Beverly R. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

DEED OF TRUST

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Date: October 10, 2002.

Grantor: LORENZO J. MONTIEL, JR.

Grantor's Mailing Address (including county): 10334 Wiggins, Jacinto City, Harris County, Texas 77029

Trustee: DEXTER D. JOYNER

*HR*

Trustee's Mailing Address (including county): 103 Eastway, Galena Park, Harris County, Texas 77547

Beneficiary: SUE EDWARDS, a feme sole

*re*

Beneficiary's Mailing Address (including county): 1800 Leggett Drive, Galena Park Harris County, Texas 77547

Note(s):

Date: October 10, 2002.

Amount: THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS

Maker: LORENZO J. MONTIEL, JR.

Payee: SUE EDWARDS

Final Maturity Date: N/A

**Terms of Payment (optional):** Payable in Two Hundred Forty (240) monthly installments of \$292.75 each, which includes interest at the rate of Eight percent (8%) per annum, the first of such installments to be due and payable on or before the 10<sup>th</sup> day of October, 2002, and a like installment to be due and payable on or before the same day of each and every succeeding month thereafter until the entire amount of principal and interest is fully paid; and in addition, Grantor herein shall pay to SUE EDWARDS, an additional \$170.00 each month for taxes and insurance on the below described property and in the event the taxes and insurance increase the amount will be increased to equal 1/12th of the annual taxes and insurance; in the event any installment of this note becomes Ten (10) or more days delinquent, Grantor herein agrees to pay a late charge of Five percent (5%) of the monthly installment for each month said installment remains delinquent;

FILED FOR RECORD  
8:00 AM

NOV 29 2004

*Dorothy L. Kayman*  
County Clerk, Harris County, Texas

595-25-955

**Property (including any improvements):**

Lot Five (5), Block Thirty-six (36), of INDUSTRIAL ADDITION,  
an addition in Harris County, Texas, according to the map or plat thereof  
recorded in the map records of Harris County, Texas. D

**Prior Lien(s) (including recording information):**

**Other Exceptions to Conveyance and Warranty:**

This conveyance is made subject to all restrictions, reservations, easements, covenants and conditions now of record in the County Clerk's Office of Harris County, Texas, affecting the above described property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

**Grantor's Obligations**

**Grantor agrees to:**

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments on the property when due;
3. Preserve the lien's priority as it is established in this deed of trust;
4. Maintain, in a form acceptable to Beneficiary, an insurance policy that:
  - a. Covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
  - b. Contains an 80% coinsurance clause;
  - c. Provides fire and extended coverage, including windstorm coverage;
  - d. Protects Beneficiary with a standard mortgage clause;
  - e. Provides flood insurance at any time the property is in a flood hazard area; and
  - f. Contains such other coverage as Beneficiary may reasonably require;
5. Comply at all times with the requirements of the 80% coinsurance clause;
6. Deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. Keep any buildings occupied as required by the insurance policy; and
8. If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

**Beneficiary's Rights**

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all

rights and responsibilities of Trustee.

2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:

- a. Declare the unpaid principal balance and earned interest on the note immediately due;
- b. Request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
- c. Purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

#### **Trustee's Duties**

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. Sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. From the proceeds of the sale, pay, in this order:
  - a. Expenses of foreclosure, including a commission to Trustee of 5% of the bid;
  - b. To Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. Any amount required by law to be paid before payment to Grantor; and
  - d. To Grantor, any balance.

#### **General Provisions**

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to any action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.

3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note, Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee, collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term note includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term Grantor shall include Maker.

13. Grantor represents that this deed of trust and the note are given for the following purposes:

The note above described and hereby secured is also secured by the Vendor's Lien and Superior title retained and reserved in the Deed of even date herewith conveying the above described property from SUE EDWARDS, a feme sole, to the Grantor hereof, and it is agreed that this Deed of Trust is cumulative of and without prejudice to said lien and title and that a foreclosure hereunder will operate to foreclose said Vendor's Lien, said Deed being here referred to for all purposes.

Future conveyance of this property by Grantor herein wherein Grantee takes said property subject to the indebtedness or assumes said indebtedness or in any form or manner conveys either legal or equitable title to said property, shall violate the covenants of this Deed of Trust, and at option of the holder of said note, mature said note in its entirety unless Grantor, his heirs, executors, administrators or assigns, obtain the written approval of the holder of said note approving such conveyance, including adjustments in the interest rate and other terms of said loan.

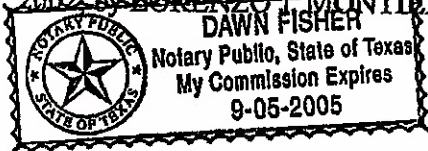
EXECUTED this 10<sup>th</sup> day of October, 2002.

Lorenzo J. Montiel Jr  
LORENZO J. MONTIEL, JR.

(Acknowledgment)

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10<sup>th</sup> day of October, 2002, by LORENZO J. MONTIEL, JR.



Dawn Fisher  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Ms. Sue Edwards  
1800 Leggett Drive  
Galena Park, TX 77547

PREPARED IN THE LAW OFFICE OF:  
DEXTER D. JOYNER  
103 Eastway  
Galena Park, TX 77547  
Phone: (713) 672-7428  
Fax: (713) 672-7420

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID 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 herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas on

NOV 29 2004



Dorely B. Keyman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

596-29-1186

Get  
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V353757

**MANAGEMENT CERTIFICATE**  
**LOGAN'S POINT TOWNHOUSES, INC.**

THE STATE OF TEXAS

\*

10/10/01 300630693 V353757

\$9.00

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

\*

1. The name of the subdivision is Logan's Point Townhouses. lee
2. The name of the association is Logan's Point Townhouses, Inc.
3. The recording data for the subdivision is Volume 572, Page 123 of the Deed Records of Harris County, Texas.
4. The recording data for the Declaration of Restrictive Covenants is Clerk's File No. \_\_\_\_\_ of the Official Public Records of Real Property of Harris County, Texas.
5. The mailing address of the person managing the association is:

*Return* {  
 Ms. Alice Krueser  
 Post Oak Realty & Management  
 5773 Woodway, Suite 240  
 Houston, Texas 77057

COUNTY CLERK  
 HARRIS COUNTY, TEXAS  
 2001 OCT 10 PM 1:28  
*Ruby V. Williams*

FILED

Executed this 10 day of October, 2001.

LOGAN'S POINT TOWNHOUSES, INC.

By: *Mark Bermann*  
 Mark Bermann, President

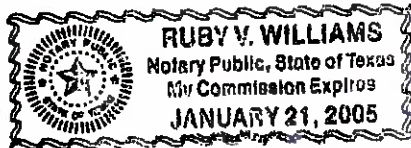
THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me on the 10 day of October, 2001, by Mark Bermann, President of Logan's Point Townhouses, Inc. and on behalf of said association.



*Ruby V. Williams*  
 NOTARY PUBLIC, State Of Texas

544-82-2217

544-82-221B

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 herein by me and was duly RECORDED in the Official Public Records of Real Property of Harris  
County, Texas on

OCT 10 2001



*Dorely B. Kayman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS



V353758

10/10/01 300630694 V353758

\$103.00

Restr  
103

**ADDITIONAL  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
PARTY-WALL AGREEMENTS AND EASEMENTS**

**For**

**LOGAN'S POINT TOWNHOUSES**

102

544-82-2219

COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Bernard J. Berman*

2001 OCT 10 PM 1:28

FILED

Return  
Ms. Alice Krueser  
Post Oak Realty & Management  
5773 Woodway, Suite 240  
Houston, TX 77057

**ADDITIONAL DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
PARTY-WALL AGREEMENTS and EASEMENTS**

**For**

**LOGAN'S POINT TOWNHOUSES**

THE STATE OF TEXAS                   §  
  §                   KNOW ALL BY THESE PRESENTS THAT:  
COUNTY OF HARRIS                   §

That **HI, Inc.**, as Declarant created a Declaration of Covenants, Conditions, Restrictions, Party-Wall Agreements and Easements for **Logan's Point, Ltd. a Texas limited partnership**, (hereinafter referred to as "the Declarations") on December 13, 1985 which were recorded under Harris County Clerk's File No. K334111 of the official public records of Harris County, Texas; and,

WHEREAS, Logan's Point, Ltd., a Texas limited partnership, is the sole owner of Sublots B through H; and,

WHEREAS, Logan's Point, Ltd. wishes to impose additional restrictions on Sublots B through H to provide for common area maintenance of Sublots and control of certain decision making processes as it relates to those Sublots; and,

NOW, THEREFORE, for ten dollars and other good and valuable consideration the Owner hereby declares the following Restrictions to be binding on the owner of aforementioned Sublots, and all its successors and assigns, as a covenant running with the land:

**ARTICLE I**

All defined terms in the Declaration shall have the same meaning in this Agreement. To the extent this Additional Declaration of Covenants, Conditions, Restrictions, Party-Wall Agreements and Easements (hereinafter referred to as the "Agreement") conflicts in the Declaration, this Agreement shall control.

**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 Additional Declaration shall apply, mean and refer to the following:

**SECTION 2.01**    "**Architectural Guidelines**" means the procedural, aesthetic, environmental and architectural policies and procedures from time to time adopted by the Board in accordance with **Article III** hereof.

**SECTION 2.02**    "**Association**" means **Logan's Point, Ltd., a Texas limited partnership**, to be incorporated for the purposes contemplated by this Additional Declaration, and its predecessors, successors (by merger, consolidation or otherwise) and assigns.

544-BZ-222B

SECTION 2.03 "**Board**" or "**Board of Directors**" means the Board of Directors of the Association.

SECTION 2.04 "**Building Site**" means a building site described by Sublot number upon which one single family residence is constructed.

SECTION 2.05 "**Bylaws**" means the Bylaws of the Association, as from time to time amended in accordance with applicable provisions of the Bylaws.

SECTION 2.06 "**City**" means the City of Houston, Texas.

SECTION 2.07 "**Common Areas**" means:

- 2.07.01 all common areas of the property not included in conveyances to third parties after the date hereof, other than roofs, slabs, and exterior finish of the units, the external surface of the exterior doors and windows, guttering and downspouts.
- 2.07.02 a private driveway as designated on the Plat, for so long as said street remains a private street and is not dedicated to the public (and such dedication accepted);
- 2.07.03 all Subdivision Facilities; and
- 2.07.04 all other properties, real or personal, conveyed to or dedicated to the use of, or otherwise acquired by the Association for the common use and enjoyment of, the association, together with all improvements thereon and appurtenances thereto.

SECTION 2.08 "**Home**" means a building which contains a Unit located upon a Building Site.

SECTION 2.09 "**Declarant**" means Logan's Point, Ltd., a Texas limited partnership, and its successors and assigns if such successors or assigns:

- 2.09.1 acquire all of the then remaining undeveloped or developed but previously unoccupied or unsold Building Sites within the Subdivision from Declarant for purposes of development and resale; or
- 2.09.2 are expressly designated in writings by Declarant as a successor or assign of Declarant hereunder, in whole or in part.

SECTION 2.10 "**Emergency**" means (i) any condition which may or does cause an imminent risk of infestation by termites, rats or other vermin, and any other health, fire or safety hazard, (ii) any condition which may or does cause waste of water or water infiltration to another Building Site, Community Properties and any improvements located thereon, and (iii) any other thing, condition or exigent circumstances which may or does present an imminent risk of harm or damages to a Building Site, Common Areas or any improvements thereon or to any Owners or occupants thereof. The determination of the Board that an emergency exists is final.

SECTION 2.11 "**Governing Documents**" means all documents and applicable provisions thereof as set forth in this Additional Declaration, the Bylaws and Articles of Incorporation of the Association, Rule and Regulations, Architectural Guidelines, all written decisions and resolutions of the ACC and Board, and any lawful amendments to any of the foregoing.

**SECTION 2.12** "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 Section 3.03.2.

**SECTION 2.13** "Owner" means:

- 2.13.1 the owner according to the Official Public Records of Harris County, Texas, whether one or more Persons, of the fee simple title to a Building Site, including any mortgagee or 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; and
- 2.13.2 as to an executory contract for conveyance until fee simple legal title is conveyed of record to the purchaser and notwithstanding any provisions in the contract to the contrary (i) the seller if the contract or notice thereof is not filed of record in which case the purchaser will be deemed a lessee and not an Owner or Member for purposes of the Governing Documents, and (ii) the seller and the purchaser if the contract is filed of record in which case the seller and purchaser are deemed to be joint Owners.

**SECTION 2.14** "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other entity.

**SECTION 2.15** "Plat" means the map or plat of the Subdivision recorded in Volume 572, Page 123 of the Deed Records of Harris County, Texas and as described in Harris County Clerk's File No. K334111.

**SECTION 2.16** "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 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) harmony and compatibility with surrounding aesthetics, appearance and patterns of maintenance, with surrounding buildings, structures and other improvements, and with surrounding grades, topography, finished ground elevations, locations, colors, finishes, styles, workmanship, type and quality of materials and designs, and (ii) compatibility and compliance with this Additional Declaration and other applicable Governing Documents, and with applicable governmental laws, ordinances and regulations.

**SECTION 2.17** "Regulated Modification" means (without implication that any particular matter is permitted or prohibited by this Additional Declaration and without limitation as to Article III hereof) the commencement, placement, construction, reconstruction or erection of, or modification, alteration, or addition to, any building, structure, improvement, thing or device, 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 generally prevailing in the Subdivision as of the date of establishment of the Regulated Modification, excluding any such matters or activities conducted by the Association as to Community Properties, but including by way of illustration and not of limitation:

- 2.17.1 any building, carport, porch, shed, greenhouse, bathhouse, coup or cage, covered or uncovered patio, swimming pool, clothes lines, radio or television antenna, satellite dish, microwave and similar systems, fence, wall or other screening device, curbing, paving, wall, trees, shrubbery and any other landscaping, fountains, statuary, lighting fixtures,

signs or signboard, or any temporary or permanent living quarters (including any mobile home) or any other temporary or permanent modification or alteration;

- 2.17.2 an excavation, fill, ditch, diversion, dam, drainage system or other thing or device which affects or alters the flow of surface or subsurface waters to, from, upon or across any Building Site or any other portion of the Subdivision, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel to, from, upon, under or across any Building Site or other portion of the Subdivision;
- 2.17.3 any change in the grade of any Building Site or other portion of the Subdivision, and any similar disturbance to the surface of the land within the Subdivision;
- 2.17.4 any erosion control system or devices permitted or required as to any Building Site or other portion of the Subdivision; and
- 2.17.5 any other building, structure, improvement, thing or device, and any activities related thereto and any usage thereof, as specified from time to time by applicable Architectural Guidelines, whether temporary or permanence, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography generally prevailing in the Subdivision.

**SECTION 2.18** "Related Parties" means and applies as follows:

- 2.18.1 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.
- 2.18.2 Association and Declarant. Related Parties of the Association 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 2.19** "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 Building Sites and Community Properties, in accordance with Article VII hereof.

**SECTION 2.20** "Subdivision" means the recorded residential subdivision in Harris County, Texas as more particularly described in Section 2.15 hereof.

**SECTION 2.21** "Subdivision Facilities" means all facilities and services built, installed, maintained, operated or provided by the Association for the general benefit of the Subdivision, including without limitation but without any implication that any particular facilities or services will be built, installed, maintained, operated or provided:

- 2.21.1 any drainage or storm water facilities, any water pipelines, water meters and related water facilities and any other common or shared facilities, utilities or services constructed,

owned, maintained or provided by the Association and specifically designated by the Association to constitute a common facility, utility or service;

- 2.21.2 all Subdivision entry and other identification monuments;
- 2.21.3 any patrol or security access limiting type services;
- 2.21.4 all street lights within the Subdivision (excluding all street lights currently or which hereafter are maintenance by the City or other governmental entity);
- 2.21.5 any garbage or recycling collection, cable television, utilities or other services provided by or through the Association, and any structures or devices related thereto; and
- 2.21.6 any other facilities or services as from time to time so designated by the Board.

**SECTION 2.22** "Unit" means each individual single family residence.

### ARTICLE III

#### LOGAN'S POINT TOWNHOUSES, INC.

**SECTION 3.01** Organization.

Logan's Point Townhouses (the "Association") shall be organized and formed pursuant to this Additional Declaration 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, the general overall supervision of all of the affairs and well-being of the Subdivision, the promotion of the health, safety and welfare of the residents and Owners of Building Sites within the subdivision and all other acts and undertakings reasonably incident to any of the foregoing or in furtherance thereof as determined in the good faith opinions of the Board of Directors or Members.

**SECTION 3.02** Board of Directors.

The Association acts through a Board of Directors (the "Board") which manages the affairs of the Association as specified in this Additional 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.

- 3.02.1 Submission of Plans Required. No Regulated Modification may be commenced, constructed, erected, placed, maintained or made upon any Building Site or within any part of the Subdivision unless and until complete plans and specifications have been submitted to and approved in writing by the Board as to compliance with applicable Architectural

544-92-2225

Review Criteria as set forth in Section 3.02.5. Two complete sets of plans and specifications must be submitted with each request for approval. Any plans and specifications to be submitted must specify, in such detail and from as the Board may reasonably require:

- (a) the location upon the Building Site 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;
- (d) Intended uses; and
- (e) Such other information, plans or specifications as may be required or required by the Board which in the sole opinion of the Board is reasonably necessary to fairly and fully evaluate all aspects of the proposed Regulated Modification.

3.02.2 Architectural Guidelines. The Board may, from time to time, adopt, modify and delete such reasonable guidelines applicable to the Subdivision, including Building Sites and Common Areas, as it deems appropriate to maintain or reasonably enhance Prevailing Community Standards of the Subdivision at the time of adoption. Such authority includes, but is not limited to, the right to specify:

- (a) specific procedural guidelines for submission of request for, and plans, specifications and other information necessary to obtain, Board approval, and procedural requirements for the conducting of all activities necessary to accomplish same;
- (b) the amount and manner of payment of any fees or charges reasonably anticipated to cover administration costs, fees for architectural, engineering, construction, legal or other expert advice or consultation, and all other costs and expenses in connection with review and evaluation of an application (such costs and expenses herein referred to as the "Architectural Review Fee");
- (c) specific types of Regulated Modifications which may be commenced, constructed, erected or maintained upon any Building Site or anywhere within the Subdivision, as well as specific types of Regulated Modifications which will not be permitted upon any Building Site or within the Subdivision;
- (d) a limited number of acceptable exterior materials and finished that may be utilized in construction or repair of Regulated Modifications;
- (e) minimum setbacks (except that minimum setbacks as shown on the Plat will control if in conflict with Architectural Guidelines);
- (f) the locations, height, and extent of fences, walls or other screening devices, walk, decks, patios or courtyards;

- (g) the orientation of structures and landscaping with respect to streets, walks, driveways and structures on adjacent properties; and
- (h) in general, all requirements reasonably deemed necessary to maximize compliance with Architectural Review Criteria as set forth in Section 3.02.5.

3.02.3 Manner and Effect of Adoption of Architectural Guidelines. Owners must be given notice of the adoption, modification or deletion of Architectural Guidelines which are effective thirty days after giving of such notice or such later date as stated in the notice. Architectural Guidelines may be (but are not required to be) filed in the Real Property Records of Harris County, Texas. Certification by the Association that proper notice was given in accordance with this Section is conclusive absent proof of fraud. Architectural Guidelines shall be of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Additional Declaration, provided: (a) such Architectural Guidelines shall not be deemed a waiver, modification, or repeal of any of the provisions of this Additional Declaration; and (b) such Architectural Guidelines shall not be enacted retroactively except that all repairs, modifications or maintenance performed subsequent to adoption shall be performed in such manner as to bring the Regulated Modification, so far as practicable, in compliance with all then applicable Architectural Guidelines.

3.02.4 Variances. The Board, by vote of two-third (2/3<sup>rd</sup>) of all members of the Board, may grant specific variances to Architectural Guidelines and to the architectural and use restrictions set forth in Articles VI and VII of this Additional Declaration upon specific findings of compliance with the grounds for granting of a variance as set forth hereafter. 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 Additional 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 that:

- (a) the variance is necessary due to unusual circumstances not occasioned by the conduct of the applicant for the variance, and which are reasonably beyond the control of the applicant and the Association to mitigate or rectify; and
- (b) the applicant for a variance has acted in good faith in seeking a variance or in his failure to otherwise comply with the provisions of this Additional Declaration or other Governing Documents; and
- (c) the granting of a specific variance will not materially and adversely affect the architectural, aesthetic or environmental integrity of the Subdivision of the scheme of development therein.

3.02.5 Architectural Review Criteria. The Board must evaluate all submitted applications for approval on the individual merits of the particular application. Judgments and decisions of the Board must be based on evaluation of the compatibility of the proposed Regulated Modification with Prevailing Community Standards as of the date of submission of an application. The Board 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 Board is not bound by) similar applications for architectural approval and the decisions and actions of the Board with regard thereto.

- 3.02.6 Basis for Disapproval by the Board. The Board may disapprove any request for approval for any of the following reasons: (i) failure to comply with any applicable Architectural Review Criteria as set forth in Section 3.02.5; (ii) lack of sufficient information, plans or specifications as reasonably determined by the Board to enable the Board to fairly and fully evaluate the proposed Regulated Modification of the uses thereof; or (iii) failure to include any information, plans or specifications required by applicable Governing Documents, or as may be reasonably requested by the Board. In the event of disapproval, the Board shall so notify the applicant in writing; and if disapproval is based on lack of sufficient information, plans or specifications, then the Board shall also notify applicant of the additional information, plans or specifications required.

### **SECTION 3.03 Approval and Conditional Approval by the Board.**

- 3.03.1 Manner. The Board may fully approve any request for approval made pursuant to this Article III, or the Board may approve any such request subject to compliance with conditions stated in a conditional approval. Conditions for approval may include, without limitation, requirements for modifications to plans and specifications such as upgrading or other changes as to materials or changes as to color or design or location, or requirements for addition of other improvements such as sight barrier landscaping or other devices to screen the view of a proposed Regulated Modification from any street, Community Properties or other Building Sites. A conditional approval is effective only upon full compliance with the stated condition(s). The Board shall notify the applicant in writing of such approval (together with any qualifications or conditions of approval).
- 3.03.2 Effect. Except for fraud, misrepresentation, accident or mistake, approval of conditional approval is final as to each Regulated Modification covered thereby, and may not be revoked or rescinded once given except as stated in Section 3.03.1. Except as to compliance with this Article III, approval or conditional approval does not constitute a waiver, modification or repeal of any covenant or restriction contained in this Additional Declaration or other Governing Documents, or preclude by estoppel or otherwise full enforcement of all provisions hereof. Approval or conditional approval may not be deemed a waiver of the right of the Board to subsequently disapprove similar requests for approval, or any of the features or elements included therein.
- 3.03.3 Submission and Response. Applications for Board approval and requests for variances are deemed submitted to the Board only upon actual receipt. All responses by the Board shall be in writing, and are deemed given when delivered to or when deposited in the United States mail, postage prepaid and addressed to the applicant at the address specified in the application or request for variance or the last known address of the applicant according to the records of the Association. The Board has no duty to respond to, and the provisions of this Section do not apply regarding, any application or request for variance if the Person(s) identified in the application do not appear as Members or Owners according to the books and records of the Association unless and until receipt of such confirmation of ownership as is satisfactory in the sole opinion of the Board. Lessees shall file applications or requests for variance in the name of their lessors, and shall also join therein. Where more than one Owner applies for approval or a variance, the delivery or

mailing of a response to any one of the Owners as aforesaid constitutes notice to all such Owners.

- 3.03.4 **Failure to Respond.** If any applicant has not received written notice from the Board approving, conditionally approving or disapproving a request for approval or a request for a variance within thirty days after the application was originally received by the Board, the applicant may notify the Board in writing of that fact. If notice of failure to respond as aforesaid is not received from the applicant by the Board within forty-five days after submission of an application or request for variance, approval thereof will be deemed denied. If notice of failure to respond is given by the applicant to the Board as aforesaid, then the request for approval or for a variance to which such notice relates will be deemed approved by the Board as provided in Section 3.03.1 unless the Board responds to the contrary not later than fifteen days after the date such notice is received by the Board.
- 3.03.5 **Commencement and Completion of Work.** Work on each Regulated Modification must commence within thirty days after Board approval or conditional approval is given. Upon commencement, the work must be prosecuted diligently to obtain completion of all work as reasonably soon thereafter as possible, and in any event the work must be substantially completed within sixty days. The foregoing sixty-day 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 cause beyond the reasonable control of the Owner as determined in the sole opinion of the Board.
- 3.03.6 **Equipment and Materials.** No equipment, materials of other things or devices necessary to completion of a Regulated Modification may be placed or stored upon a Building Site or within the Subdivision any longer than necessary prior to, and in no event more than ten days prior to, commencement of the work on the Regulated Modification. All such equipment, materials, things and devices must be placed within the property lines of the affected Building Site, and so far as practical must be stored in locations not visible from any street, Building Site or the Community Properties. Upon completion of the work on the Regulated Modification, any such equipment, materials, things or devices not incorporated in the Regulated Modification must be promptly removed from the Building Site and Subdivision and in any event within five business days.
- 3.03.7 **New Construction Materials Required.** Only new construction materials (except for used brick if approved by the Board) may be used in construction of any Regular Modification.
- 3.03.8 **Compliance with Plans.** All work on a Regulated Modification must proceed in strict compliance with the application and plans and specifications approved by the Board, all conditions stated by the Board and all applicable Governing Documents and governmental rules, regulations and ordinances.
- 3.03.9 **Permit Requirements.** Applicants shall be solely responsible for full compliance with all permitting requirements of all governmental agencies having jurisdiction, and shall apply for and diligently pursue obtaining of all required permits promptly after Board approval or conditional approval is received.
- 3.03.10 **Compliance with Laws and Governing Documents.** Each applicant is solely responsible for insuring that, and nothing in the Governing Documents or any written decision of the Board shall be construed as a covenant, representation, guaranty or warranty that, any

proposed Regulated Modification will be in compliance with applicable governmental laws, ordinances or regulations (including building codes or permit or licensing requirements), or with applicable requirements of the Governing Documents except as provided in Section 3.02.8.

- 544-82-2229
- 3.03.11 Inspection Rights. Upon reasonable notice (oral or written), any member of the Board or their designated representatives may enter upon a Building site without liability for trespass or otherwise for purposes of confirming compliance with any applicable provisions of the Governing Documents regarding a proposed Regulated Modification, the work in progress, and the completed Regulated Modification. Except for gross negligence, willful misconduct or knowing violation of the law, the Owner of any Building Site so inspected by the Board is not liable for any personal injuries, death or property damages of or to any person or entity performing such inspection.
- 3.03.12 Records of the Board. The Board is not required to maintain records of any of its meetings. The Board must keep and maintain records evidencing the final decision(s) of the Board regarding all requests for approval and requests for variance for not less than four years. The Board 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.
- 3.03.13 Liability of Architectural Control Committee. Except as provided in Section 3.07, neither the Association nor the Board, nor their respective Related Parties are liable to any Owner, the Owner's tenants, the Related Parties of either, or to any other Person for any actions or failure to act or in connection with any approval, conditional approval or disapproval of any application for approval or request for variance, including without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance. No approval or conditional approval of an application or related plans or specifications and no publication of Architectural Guidelines may ever be construed as reprinting or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the Regulated Modification will comply with applicable legal requirements, or as to any matters relating to the health, safety, workmanship or suitability for any purpose of the Regulated Modification. The provisions hereof are cumulative of the provisions of Section 3.07.

#### SECTION 3.04 Membership

- 3.04.1 Owners as Members Every Person who is the owner of a fee simple title or undivided fee simple title interests applicable to any Building Site that is subject to this Additional Declaration is a member of the Association. The Association is entitled to rely on the Official Public Records of Real Property of Harris County, Texas in determining such ownership, and may require submission to the Board of appropriate certified copies of such records as a condition precedent to recognition of ownership. 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 Building Site. Memberships shall be apparent to and may not be separated from ownership of any Building Site, and shall automatically pass with the title to the Building Site.
- 3.04.2 When Member Required to Designate Representative; Effect. Each Member which is not a natural person is required to designate one natural person to act on such Member's behalf

in accordance with applicable provisions of the Bylaws and as otherwise determined in the sole opinion of the Board. A designation as aforesaid fully authorizes the designated representative to bind the designating party as to all matters. Any such representative may serve as a Director in accordance with the Bylaws.

**SECTION 3.05 Voting Rights of Members.**

- 3.05.1 There will be only one class of voting membership, and each Member will be entitled to one vote for each Building Site owned on each matter coming before the Members.
- 3.05.2 Multiple Owners. When more than one Person holds an ownership interest in a Building Site, all such Persons are Members, but in no event will they be entitled to more than one vote with respect to each particular Building Site 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. Any individual Owner from among such joint Owners will be conclusively presumed to be acting in accordance with the decision of the majority unless another joint Owner votes, approves or consents to the contrary.
- 3.05.3 Cumulative Voting Prohibited. Cumulative voting is prohibited as to any matter placed before the membership for a vote, including election of Directors.
- 3.05.4 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 4.08.1.

**SECTION 3.06 Inspection by Members of Books and Records.**

Subject to exclusions, protection of privileged and confidential communication and rules for inspection 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 occupy, 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 3.07 Limitation of Liability; Indemnification.**

- 3.07.1 General. Except for intentional and willful misconduct, knowing violation of the law, or as otherwise required by the Texas Non-Profit Corporation Act (including Article 1396-2.22A thereof, as amended), 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, judgments, court costs, attorney's fees attachments and all other legal action as contemplated thereby. All provisions of this Section 3.07 also apply to all

Association Committees and members thereof (current or former), including the Architectural Control Committee.

3.07.2 Security Services. The Association may from time to time provide Subdivision Facilities, including devices or services intended to or which may have the affect of limiting or controlling Subdivision access, or provide patrol services or otherwise monitor activities within the Subdivision (including Community Properties), and may from time to time provide information through newsletters or otherwise regarding same (all such matters and all activities, services or devices of a similar nature or incident thereto herein referred to as, "Security Services"). Without limitation of Section 3.07.1, each Owner and their tenants covenant and agree with respect to any and all Security Services provided directly or indirectly by the Association as follows:

- (a) Security is the sole responsibility of local law enforcement agencies and individual Owners and their tenants, and their respective Related Parties. Security Services may be provided at the sole discretion of the Board of Directors. The provisions of any Security Services at any time will in no way prevent the Board from thereafter discontinuing, or from temporarily or permanently modifying, terminating or removing, any Security Services, in whole or in part.
- (b) Any third party providers of Security Services are independent contractors, the acts or omissions of which are not imputable to the Association or its Related Parties.
- (c) Providing of any Security Services may never be construed as (i) an undertaking by the Association or its Related Parties to provide personal security as to any Owner, tenant or their Related Parties, or as to any other Person, or (ii) a representation or undertaking that any Security Services will be continued, or (iii) a representation, guarantee or warranty that the presence of any Security Service will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause. WITHOUT LIMITATION OF THE FOREGOING, THE ASSOCIATION AND ITS RELATED PARTIES SHALL NOT HAVE ANY DUTY WHATSOEVER TO WARN, ADVISE OR INFORM ANY OWNER, TENANT OR THEIR RELATED PARTIES AS TO CRIMINAL CONDUCT OF ANY KIND, PAST OR PRESENT.
- (d) The Association and its Related Parties are not liable for, and each Owner, their tenants, and their respective Related Parties, must indemnify, keep indemnified and hold the Association and its Related Parties harmless at all times from, any injury, loss or damages whatsoever, including without limitation any injury or damages caused by theft, burglary, trespass, assault, vandalism or any other crime, to any Person or property arising, directly or indirectly, from the providing or failure to provide any Security Services, or the discontinuation, modification, disruption, defect, malfunction, operation, repair, replacement or use of any Security Services.

3.07.3 Liability Arising from Conduct of Owners. Each Owner, their tenants, and their respective Related Parties must indemnify and keep indemnified, and hold harmless, the Association,

and its Related Parties from and against all claims, damages, suits, judgments, court costs, attorney' fees, attachments and all other legal actions caused through the willful or negligent act or omission of an Owner, the Owner's tenants, or their respective Related Parties.

- 3.07.4 Subsequent Statutory Authority. If the Texas Non-Profit Corruption Act, Texas Miscellaneous Corporation Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code or any other applicable statute, state or federal, is construed or amended subsequently to the filing of this Additional Declaration to further eliminate or limit liability or authorizing further indemnification than as permitted or required by this Section 3.07, then liability will be eliminated or limited and right to indemnification will be expanded to the fullest extent permitted by such construction or amendment.
- 3.07.5 No Impairment. Any repeal, amendment or modification of this Section 3.07 may not adversely affect any rights or protection existing at the time of the amendment.

#### ARTICLE IV

#### MAINTENANCE FUND

##### SECTION 4.01 Obligation for Payments to Maintenance Fund.

- 4.01.1 Establishment of Maintenance Fund. There is hereby established a Maintenance Fund in to which shall be paid all assessments as provided for herein. The Board shall be responsible for the collection, management, control and expenditure of the Maintenance Fund which shall be deposited in accounts specifically designated for the Association as from time to time designated by the Board.
- 4.01.2 Types and Obligation for Payment of Assessments. Each Owner of a Building Site, 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.
- 4.01.3 Purpose of Maintenance Fund. The Maintenance Fund must be used exclusively for the purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, including the maintenance of all Community Properties, the discharge of all obligations of the Association pursuant to this Additional 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 judgment of the Board the Subdivision will benefit thereby. The judgment of the board in establishing any assessments and in the collection, management and expenditure of the Maintenance Fund is final and conclusive.
- 4.01.4 Personal Obligation; Transferees. In addition to the assessment lien herein established, each assessment is the personal obligation of each Owner of the Building Site charged therewith at the time liability for the assessment accrued notwithstanding any subsequent

transfer of ownership. Except as provided in Sections 4.01.5 and 4.07.3, 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.

- 4.01.5 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 ten business days after 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 Building Site transferred be subject to a lien for, any unpaid assessments against the Building Site accruing prior to the date of the written request.

#### **SECTION 4.02 Administration of Maintenance Fund.**

- 4.02.1 Assessment and Payment. Regular assessments are assessed on a monthly basis. Except as otherwise determined by the Board, regular assessments are due and payable annually, in advance, on or before the first day of January of each calendar year. The Board may elect to collect regular assessments on a semi-annual, quarterly or monthly basis in which case such assessments shall be due and payable, in advance, on or before the first day of the applicable period.
- 4.02.2 Uniform Rate. Except as provided in Section 4.02.3, regular and special assessments on all Building Sites must be fixed at a uniform rate, and must be determined on a per Building Site basis.
- 4.02.3 Declarant and Builder. Declarant shall pay assessments in the same manner as any other Owner.
- 4.02.4 Application of Payments. 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 received, including payments received in consequence of judicial or non-judicial foreclosure, will be applied (i) first to payment of all specific assessments owed to the Association with application to be made in inverse order of the specific assessments listed in Section 4.06.1, (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 4.03 Basic Rate and Subsequent Computation of Regular Assessments.**

- 4.03.1 Initial Base Rate. The initial base rate of the regular assessment for 2000 per Building Site (and continuing monthly during 2000 and thereafter unless modified as herein provided) is \_\_\_\_\_ (\$ \_\_\_\_\_) per Building Site per year, assessed at the rate of \_\_\_\_\_ (\$ \_\_\_\_\_) per Building Site per month.
- 4.03.2 Subsequent Computation. The annual rate of regular assessment per Building Site as specified by Section 4.03.1 may be adjusted from time to time as follows:
- (a) 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, and determine whether same will be payable annually, semi-annually, quarterly or monthly. At least thirty days written notice of such determinations must be given to all Owners if any change is made as to the due dates or amount of the annual rate of regular assessment. The foregoing notice requirement does not apply during all periods of time in which a delinquent assessment account has been turned over to an attorney for proceedings to collect same.
  - (b) Any change in the amount of the annual rate of regular assessment may be disapproved at a special meeting of the Members to be called upon the written and signed petition of the Owners of not less than thirty percent (30%) of the Building Sites then contained in the Subdivision and the vote to disapprove of the Owners of at least a majority of the Building Sites then contained in the Subdivision voting in person or by proxy at the special meeting. The petition to disapprove must be submitted to the Association within thirty days after notice is given to the Members as required by Section 4.03.2(a). If a petition to disapprove is properly submitted, the Board shall call and conduct the special meeting within sixty days after giving of the notice. Any change in the annual rate of regular assessment will be suspended pending the special meeting. If Owners fail to disapprove (either due to lack of the required vote or lack of a quorum at the special meeting), the annual rate of regular assessment will become effective as provided in Section 4.03.2(c). If the Owners disapprove, the annual rate of regular assessment then in effect will continue in effect. Notice of the results of the special meeting must be given to all Owners.
  - (c) Unless disapproved as provided in Section 4.03.2(b), all changes in the annual rate of regular assessment as proposed by the Board under Section 4.03.2(a) will become effective on the first day of the month following the later to occur of: (i) the end of the period for which regular assessments have been prepaid; or (ii) thirty days after giving of notice of the change as required by Section 4.03.2(a).

**SECTION 4.04 No Waiver or Release.**

Notwithstanding anything to the contrary herein, the omission or failure for any reason of the Board to determine an annual rate of regular assessment or to mail or deliver a notice of an annual rate of regular



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. Once established, an annual rate of regular assessment and the due date or dates for payment thereof continues in effect from year to year, and the Owners are obligated to pay such regular assessments accordingly unless and until a new annual rate of regular assessment is established as herein provided.

**SECTION 4.05 Special Assessments.**

In addition to the other assessments authorized herein and in addition to the special assessment authorized by Section 4.01.3, the Board may levy special assessments at any time during each fiscal year for the imposition of transfer fees, 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. So long as the total amount of special assessments allocable to each Building Site does not exceed Three Hundred Dollars (\$300.00) in any one fiscal year, the Board may impose the special assessment without vote or approval of any Owner; provided, at least sixty days written notice must be given to all Owners of any such special assessment, and the Owner may disapprove same in the manner provided in Section 4.03.2(b). Special assessments allocable to each Building Site exceeding the foregoing limitation will be effective only if approved by the Owners of a majority of the Building Sites then contained within the Subdivision. 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 4.06 Specific Assessments.**

4.06.1 Types. Special assessments must be assessed against individual Building Sites and the Owner(s) thereafter at the time liability for same accrues as follows:

- (a) 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.
- (b) 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.
- (c) Compliance Costs. All expenses incurred by reason of a breach or violation of or to obtain compliance with any provisions of this Additional 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.
- (d) Foreclosure of Assessment Lien. In the event of foreclosure of the Association's assessment lien as herein provided, the Owner is required to pay to the Association a reasonable rental as determined by the Board for the use of the Building Site and improvements thereon during the period of foreclosure, and the Board at its election is entitled to a receiver to collect same. The "period of foreclosure" commences on the date of posting for foreclosure in the event of non-judicial foreclosure, or on the date of entry of judgment granting foreclosure in the event of judicial foreclosure.

The "period of foreclosure" continues through the first day of the month following the date of acquisition of actual possession by the purchaser at the foreclosure sale.

- (e) Other Obligations. All other monetary obligations established by or pursuant to this Additional Declaration or other Governing Documents which are intended to apply to one or several but not all Building Sites must be assessed against the Owner(s) thereof. Such charges may include without limitation reasonable charges as the Board may be resolution from time to time determine for; (i) providing a statement of assessments or indebtedness; (ii) transfer fees to reflect changes of ownership, tenancy or occupancy on the records of the Association; (iii) fines for any violation of any provisions of the Governing Documents as may from time to time be set forth in applicable Rules and Regulations; (iv) charges for processing of applications for architectural approval; (v) admission or usage fees applicable to Community Properties; and (vi) maintenance, repair or replacement costs or expenses incurred by the Association as set forth in Section 5.02.

4.06.2 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.

4.06.3 Usury Savings Clause. Notwithstanding any provisions to the contrary in this Additional Declaration and any other Governing Documents, and any other documents, transactions and commitments pertaining thereto, whether written or oral or express or implied, nothing shall require the payment or permit the contracting for, collection or receipt of interest in excess of the maximum amount permitted by law. If any such excess interest is provided for, or shall be adjudicated to be provided for, in any of the Governing Documents or in any document executed in connection therewith, then such is a mistake in calculation or working and in such event (i) the provisions of this Section shall override, govern and control, (ii) the excess interest shall be automatically canceled, (iii) no Owner or other liable Person ( Liable Party ) shall be obligated to pay the amount of such excess, (iv) any such excess interest which may have been received shall be first applied as a credit against the then unpaid principal amount owed by the Liable Party, and the excess, if any, shall be credited to the assessment account of or refunded to the Liable Party, and (v) the effective rate of interest shall be automatically reduced to the maximum lawful contract rate allowed under the usury laws of the State of Texas or applicable federal law, as they now exist or may be hereafter amended. Further, without limitation of the foregoing, all calculations of the rate of interest contracted for, charged or received under this Additional Declaration and any other Governing Documents, or under any document executed in connection therewith, shall be made, to the extent permitted by the laws of the State of Texas or applicable federal law, by amortizing, prorating, allocating and spreading in equal parts during the applicable period all interest at any time contracted for, charged or received from any Liable Part.

**SECTION 4.07 Lien for Assessments.**

- 4.07.1 **Establishment of Lien.** All sums assessed against any Building Site pursuant to this Additional Declaration, whether by regular, special or specific assessment as provided herein, are secured by a continuing lien on such Building Site in favor of the Association.
- 4.07.2 **Perfection of Lien.** The recordation of this Additional Declaration constitutes record notice and perfection of the Associate's continuing lien, effective from the date of recordation of this Additional Declaration. No further recordation of a claim of lien or other notice of any type or kind whatsoever is required to establish or perfect such lien. To further evidence such lien, the Association may, but is not required to, prepare and file in the Official Public Records of Real Property of Harris County, Texas, written notice of default in payment of assessments in such form as the Board may direct.
- 4.07.3 **Priority of Lien.** The Association's continuing lien is superior to all other liens and encumbrances on each Building Site except:
- (a) a lien securing payment of the purchase money for a Building Site, taxes on a Building Site (a First Lien ) (i) as to and only as to assessments (regular, special or specified) the obligation for payment of which accrues from or after the date the applicable First Lien is duly recorded in the Official Public Records of Real Property of Harris County, Texas, and (ii) as to and only to the extent of unpaid sums secured by the First Lien; and
  - (b) such other mortgages, deeds of trust, liens or other encumbrances to which the Board may from time to time by written agreement specifically agree.

**SECTION 4.08 Effect of Nonpayment of Assessments.**

- 4.08.1 **General.** Any assessments which are not paid when due are delinquent. Except to the extent otherwise expressly agreed in writing by the Board, if any assessments are not paid within thirty days after the due date, then:
- (a) late charges, interest from the due date, and all costs of collection (including reasonable attorney's fees), all as set forth in Section 4.06, 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 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; and
  - (c) upon notice and opportunity to be heard, the Association may: (i) accelerate, through the end of the twelve month period from the first day of the month following the date of giving notice of acceleration and for an additional twelve month period thereafter all regular assessments and any installments for special or specific assessments due or to become due during said period; and (ii) in addition to automatic suspension of rights to use of recreational facilities as above provided, suspend until all assessments (including specific assessments and accelerated assessments, if any) are paid in full all other rights of the

delinquent Owner, the Owner's tenants, and the Related Parties of either, to the usage of any and all other Community Properties and/or Subdivision Facilities; and (iii) impound all rental income of the defaulting Owner as to the Building Site as to which assessments are delinquent. In the event of impoundment of rents the Association will continue to collect the rents and apply same to payment of assessments until all delinquent assessments (regular, special or specific, and including accelerated assessments, if any) are paid in full after which the Association will notify the affected Owner and their tenant of such payment in full and at such time remit any surplus in collected rents to the affected Owner.

4.08.2 Action for Debt; Foreclosure.

- (a) Each Owner, by acquisition of any Building Site within the Subdivision or any right, title or interest therein, expressly grants to and vests in the Association (i) the right and power to bring all actions against each Owner, personally for the collection of all delinquent assessments as a debt; (ii) the right and power to foreclose the Association's continuing lien for assessments by all methods available for the enforcement of a mortgage, deed of trust or any other contractual lien, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale; and (iii) a continuing power of sale in connection with the non-judicial foreclosure of the Association's continuing lien for assessments as herein provided.
- (b) By written resolution, the Board may appoint, from time to time, an officer, agent, trustee, or attorney of the Association (the Trustee ) to exercise the power of sale on behalf of the Association, and may from time to time, remove any such Trustee and appoint a successor or substitute Trustee without further formality than an appointment and designation in writing. Except as otherwise provided by this Additional Declaration, the Association will exercise its power of sale pursuant to Section 51.022 of the Texas Property Tax Code (as amended). The Association has the right and power to bid on any Building Site at any foreclosure sale, and to acquire, hold, lease, mortgage, or convey the same.
- (c) The filing of suit to collect any sums due hereunder or to foreclose the Association's continuing lien for assessments may never be considered an election so as to preclude exercise of any other rights or remedies, including without limitation foreclosure under power of sale before or after a final judgment. After foreclosure, the prior Owner(s) will be mere tenants at sufferance of the purchaser(s), and the purchaser(s) may obtain immediate possession either pursuant to a judgment for foreclosure or by forcible detainer or eviction to be maintainable by the purchaser(s).

4.08.3 Extinguishment of Inferior Liens. Foreclosure of the Association's continuing lien for assessments terminated, extinguishes and forever discharges all inferior or subordinate liens and encumbrances (being all liens and encumbrances except as provided by Section 4.07.3) as to the affected Building Site. The foregoing applies to judicial and non-judicial foreclosure of the Association's continuing lien for assessments, and in the case of judicial foreclosure regardless of whether or not the holder of the inferior or subordinate lien or encumbrances is made a party to or given notice of the judicial foreclosure suit or any other proceedings in connection therewith.

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**SECTION 4.09 Effect of Foreclosure or Bankruptcy.**

The effect of judicial or non-judicial foreclosure of a lien which is superior to the Association's continuing assessment lien under this Additional Declaration or acceptance of a deed in lieu thereof and the effect of the discharge of an Owner in bankruptcy is determined as of the first day of the month following the date of foreclosure, the date of signing of a deed in lieu which is accepted by the grantee or the date of filing of the bankruptcy in which the Owner is discharged, as the case may be (the Discharge Date ). Foreclosure or acceptance of a deed in lieu does not relieve the former Owner from the personal obligation for payment of assessments due as of the Discharge Date, but does release the Association's continuing assessment lien to the extent provided in Section 4.07.3 as to and only as to said assessments. The purchaser at foreclosure or grantee under a deed in lieu and an Owner discharged in bankruptcy is obligated to pay all assessments assessed or assessable from and after the Discharge Date, and the Associations continuing assessment lien fully secured payment of said assessments. For purposes of the foregoing assessments assessed or assessable means (i) prorated regular annual assessments based on the number of months remaining in the calendar year in which the Discharge Date occurs regardless of whether the applicable regular annual assessment is payable in advance annually, semi-annually or quarterly, and (ii) any installments for special or specific assessments so payable which become due after the Discharge Date.

**SECTION 4.10 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, including, by way of illustration but not limitation (i) by nonuse of any Community Properties or abandonment of a Building Site, (ii) by reason of any alleged actions or failure to act by the Association, or its officers, Directors, agents or employees, whether or not required under this Additional Declaration or other Governing Documents, (iii) for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or (iv) by reason of any action taken by the Association, or its officers, Directors, agents or employees to comply with any law, ordinance, or any order or directive of any governmental authority, or pursuant to any judgment or order of a court of competent jurisdiction.

**ARTICLE V.**

**MAINTENANCE, INSURANCE, CASUALTY LOSSES AND CONDEMNATION**

**SECTION 5.01 Association Responsibilities.**

- 5.01.1 Common Areas. The Association will maintain the Common Areas and keep same in good repair. This maintenance includes, without limitation, maintenance, repair, and replacement of all landscaping and improvements situated on the Common Areas.
- 5.01.2 Association Insurance. The Board or its duly authorized agents has the authority to obtain, with such deductibles as the Board may determine, the following insurance coverage or substantial equivalent, and to pay all premiums and other costs thereof from the Maintenance Fund:
  - (a) insurance for all insurable improvements on the Common Areas, if any, covering loss or damage by fire or other hazards, including extended coverage, vandalism, and

malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard (exclusive of land, foundations, or slabs, excavations and such other items usually excluded from insurance coverage);

- (b) officers' and directors' liability insurance and public liability applicable to the Common Areas covering the Association and its Members for all damage or injury caused by the negligence of the Association and any committees thereof (including the Board), and any of its Members, officers, Directors, agents or employees; and
- (c) worker's compensation to the extent required by law.

5.01.3 Casualty to Common Areas. In the event of damage to Common Areas by fire or other casualty or if any governmental authority requires any repair, reconstruction or replacement as to same, the Association must perform the work necessitated thereby (the "Casualty Work"). The Casualty Work must be such as will substantially restore the Common Areas to its condition prior to the casualty or as required by the governmental authority. An insurance proceeds payable as to the Casualty Work must be paid to the Association. If funds from insurance proceeds and from then available reserves are insufficient to pay all costs of the Casualty work, the Board may levy a special assessment to make up the deficiency. Except as otherwise required by a governmental authority the provisions of this Section may be modified or varied as to any particular Casualty Work, the Board may levy a special assessment to make up the deficiency. Except as otherwise required by a governmental authority the provisions of this Section may be modified or varied as to any particular Casualty Work by vote of the Owners of sixty percent (60%) of the Building Sites then subject to this Additional Declaration at a special meeting called for that purpose.

5.01.4 Owner's Negligence. Each Owner, their tenants, and their respective Related Parties are expressly prohibited from doing anything which (i) could increase the Association's costs of insurance or result in cancellation or diminution in coverage, or (ii) could or does cause damage to or increase costs of maintenance, repair, replacement, management or operation of, any Common Areas (including Subdivision Facilities). Regardless of availability of insurance coverage, the Association may charge to each responsible Owner, as a specific assessment, all increased costs of insurance and all costs of maintenance, repair, replacement, management or operation and all other damages resulting, directly or indirectly, from the intentional or negligent acts or omissions of an Owner, their tenants, or their respective Related Parties in violation of this Section.

## **SECTION 5.02 Owner Responsibilities.**

5.02.1 General. All maintenance of each Building Site and all improvements thereon is the sole responsibility of the Owner(s) thereof. Each Owner must maintain their Building Site and 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 Additional Declaration and other Governing Documents, including as determined from time to time by duly adopted Architectural Guidelines and Rules and Regulations.

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- 5.02.2 Adjacent or Adjoining Owners. No Owner or their tenant will allow any condition to exist or fail or neglect to provide any maintenance which adversely affects any adjoining Building Site, Common Areas or any improvements thereon.
- 5.02.3 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 Building Site 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 5.02. 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 Building Site to another Building Site or to Community Properties. Each Owner must promptly perform all work which each annual observation and inspection indicates is reasonably necessary.
- 5.02.4 Required Owner's Insurance.
- (a) Obtaining of liability and property insurance regarding and for Building Sites and all improvements thereon (including residences and appurtenant structures and the contents thereof) is the sole responsibility of the Owner(s) thereof.
  - (b) At a minimum, the Owner(s) of each Building Site 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 one hundred percent (100%) of the insurable value against risks of loss or damage by fire and other hazards as are covered by standard extended coverage, 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.
  - (c) Dwelling coverage as required by this Section must be obtained effective as of the date of acquisition of ownership by an Owner of a Building Site upon which construction of a residence thereon has been substantially completed, and must remain continuously in effect through the date of acquisition of ownership by each succeeding Owner. Upon written request each Owner must provide to the Association proof of insurance as required hereby 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 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.

54-02-2242

- 5.02.5 Repair or Replacement Required. Whether or not insured, all damage or destruction by fire or other casualty to all or any portion of a residence and other improvements on a Building Site as originally constructed 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 as determined by the Board. For good cause shown, the Board may extend the foregoing periods. In the event of noncompliance with this Section, the Association has all enforcement powers permitted by law and this Additional Declaration, including without limitation, the right to seek specific performance and/or to invoke the powers specified in Section 6.03 of this Additional Declaration.
- 5.02.6 Disturbance of Community Properties. In the event the performance of any Owner's maintenance responsibilities requires that any portion of the Common Areas be modified, removed or disturbed, then such Owner must first obtain the written consent of the Board 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 Board, or by the Association at the reasonable expense of the Owner. If the Association performs the work at the expense of the Owner, the Board may require a security deposit or advance payment of all 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 Building Site are subject, and is secured by the continuing lien hereby established against such Owner's Building Site.

**SECTION 5.03 Owner's Default.**

In the event the Board determines that (i) an Owner has failed or refused to discharge properly the Owner's maintenance obligations as herein provided, or (ii) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder has been caused through the willful or negligent act or omission of any Owner, the Owner's tenants, or their respective Related Parties, then the Association may perform the repair, replacement or maintenance (the Required Work ) at such Owner's sole cost and expense in accordance with the following:

- 5.03.1 Except in the event of an Emergency, the Association must give the Owner written notice of the Association's intent to provide the Required Work. The notice must be delivered or mailed to the street address of the affected Building Site and the Owner's last known address provided by the Owner for purposes of notice, if any, and must set forth the Required Work with reasonable particularity. The Owner will have ten days within which to complete the Required Work as set forth in this notice, or, in the event the Required work is not capable of completion within a ten day period, to commence the Required Work within ten days and to complete same within a reasonable time not to exceed thirty days unless otherwise specifically approved by the Board.
- 5.03.2 If any Owner fails fully to comply with the aforesaid notice as to Required Work, the Association has the right (but not the obligation), through its officers, Directors, committee members agents and employees, to enter upon the Building Site and to do all things upon the Building Site and to the exterior of all buildings and other improvements located thereon to commence and complete the Required Work; and in case of Emergency, or to the extent necessary to diminish any threat of infestation by rats or other vermin or any health, fire or other safety hazards, the Association has the right (but not the obligation),



through its officers, Directors, committee members, agents and employees, to enter any residence or improvement located upon the Building Site, and to take all actions reasonably necessary to abate the same.

- 5.03.3 The good faith determination by the Board as to all aspects of the Required Work is final and conclusive, and extends to any thing or condition upon any Building Site as to such Building Site or which adversely affects any other Building Site or Community Properties.
- 5.03.4 All reasonable costs and expenses as to all aspects of the Required Work which is performed by the Association pursuant to this Section as determined in the sole opinion of the Board, will be added to and become a part of the specific assessment to which such Owner and the Owner's Building Site is subject, and is secured by the continuing lien hereby established against such Owner's Building Site.

**SECTION 5.04 Agreement Relating to Common Walls and Other Shared Structural Components.**

- 5.04.1 Irrevocable Agreement. As herein set forth, each Building Site contains a residential structure designed and constructed to contain one single family residence, herein referred to as a "Unit". The Units in each home will share a wall or walls common to each of the Units which separates each Unit (the Common Wall ). Each Owner, by acceptance of an executory contract for conveyance, deed or other conveyance to a Building Site, 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.
- 5.04.2 Common Usage. Each Owner acknowledges and agrees that the adjoining Owner of a Unit 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 Unit or impair the Common Wall benefits of support and enclosure to which the adjoining Unit 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 8.04.2. 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.
- 5.04.3 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 Unit or impair the Common Wall benefits of support and enclosure to which the adjoining Unit is entitled; and provided further that the prior approval of the Board 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.

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- 5.04.4 Cost of Extension. 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, or his successor in ownership, fifty percent (50%) of the cost of the extension or portion thereof used as a Common Wall.
- 5.04.5 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.
- 5.04.6 Damage or Destruction. In the event the Common Wall is totally or partially destroyed by fire or other cause, either of the Owners thereof, and their successors, heirs, or assigns, has the obligation to reconstruct the same at that Owner's own expense if that Owner also intends to continue the use of the Common Wall, or at the expense of both parties, in equal shares, in the event both intend to continue the use of the Common Wall.
- 5.04.7 Weatherproofing. Notwithstanding any other provisions of this Section, an Owner who by their negligent or willful act causes the Common Wall to be exposed to the elements, must bear the whole cost of furnishing the necessary protection against such elements and all damages resulting from same.
- 5.04.8 Duration. The duration of all provisions of this Section extends for a period of time equal to these restrictions and as long thereafter as reasonably necessary to the use and occupancy of Owner of Units therein, 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.
- 5.04.9 Arbitration. In the event of any controversy, claims, or dispute between Owners arising out of or relating to the provisions of this Section or the breach thereof, the prevailing Owner is entitled to recover from the losing Owner reasonable expenses, attorney's fees and costs. Any dispute hereunder must be submitted to arbitration under the Rules of the American Arbitration Association are final and binding on both parties.
- 5.04.10 Other Shared Structural Components. All applicable provisions of this Section also apply to foundations, roofs and all other structural components of a Unit which are shared by or provide structural, lateral or subjacent benefits, support or enclosure for two or more Units.
- 5.04.11 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 and all other shared structural components which are built as part of the original construction of a Unit and any replacement thereof.

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5.04.12 Extension of Owners Access Easement. Notwithstanding any other provisions hereof to the contrary, the access easement as set forth in Section 8.04 is hereby extended to entry to a Unit 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 Unit being accessed to protect the privacy of the occupants and the contents of the Unit, and (ii) such other Rules and Regulations as from time to time adopted by the Board.

**SECTION 5.05 Common Fences.**

All costs of maintenance, repair or replacement of fencing which separates adjoining Building Sites shall be shared equally by the Owners of the adjoining Building Sites. In the event of default by one Owner, the adjoining Owner may submit a proposal of the necessary work to the Board for prior written approval as to the work and the costs thereof. If so approved, one-half of the approved costs will be assessed as a specific assessment against the defaulting Owner as provided in Section 5.03, and that sum (without accrued interest, if any) will be reimbursed to the Owner performing the work if and when collected. If both Owners default, the Association may perform the work and specifically assess each Owner equally as provided in Section 5.03.

**SECTION 5.06 Limitation of Liability.**

Neither the Association nor any of its Related Parties may be held liable for trespass or any other tort or claim for damages in connection with any actions or failure to act pursuant to this Section. The provisions hereof are cumulative of the provisions of Section 3.06.

**SECTION 5.07 Condemnation.**

If at any time all or any part of the Common Areas are taken (or conveyed in lieu of and under threat of condemnation by the Association acting on the approval of the Owners of a majority of Building Sites then contained within the Subdivision) by any authority having the power of condemnation or eminent domain, the Association will represent the Owners. The award made for such taking must be paid to the Association as trustee for all Owners.

**ARTICLE VI.**

**USE RESTRICTIONS**

**SECTION 6.01 Residential Use; Group Homes; Treatment Facilities.**

- 6.01.1 General. Each and every Building site is hereby restricted to single family residential use only.
- 6.01.2 No Business, Professional, Commercial or Manufacturing Use. No business, professional, commercial or manufacturing use may be made of any Building Site 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, so long as there is no external evidence thereof (including signs, advertising, or contacts in person at a residence with clients or customers) and no unreasonable inconvenience to Owners or occupants of any area Building Sites or to Community Properties as determined in the

sole opinion of the Board, the following activities at a residence by an Owner or the Owner's tenants shall not be prohibited:

- (a) maintenance of any personal professional library, keeping of personal or professional records or accounts, or handling personal business or professional telephone calls; and
- (b) if and only if prior written approval of the Board is obtained (which approval must not be unreasonably withheld) and subject to reasonable conditions of any such approval, a sole proprietorship owned and operated solely by the Owner or the Owner's tenant which does not involve any manufacturing, assembly or fabrication, or the storage of any equipment, materials or devices other than as consistent with operation of a small business office.

6.01.3 Residential Structures Only. No structure other than one single family residence occupied as a residence and its permitted outbuilding may be constructed, placed on or permitted to remain on any Building Site in the Subdivision.

6.01.4 Residential Use Only. Without the limitation of the foregoing, as used in this Additional Declaration the term residential use shall be construed to prohibit the use of any Building Site 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 carport or permitted outbuilding as an apartment or residential living quarters.

6.01.5 Single Family Defined. As used in this Additional 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, it being the intent of the foregoing (without limitation) to exclude married children, brothers and sisters and their family and other relatives not specifically enumerated; 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 domestic servants of either.

6.01.6 Maximum Occupancy. In addition to the limitations above set forth, in no event may a single family residence be occupied by more persons than the product of the total number of bona fide bedrooms contained in the single family residence as originally constructed multiplied by two.

6.01.7 Group Homes; Treatment Facilities. To the fullest extent allowed by law, no Building Site or any part of the single family residence thereon may be used for the operation of a group home , family home , community 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.

**SECTION 6.02 Pets, Animals and Livestock.**

- 6.02.1 Permitted Pets: Leashing Required. No animals, hogs, horses, livestock or poultry of any kind may be raised, bred, kept or maintained on any Building Site at any time except Permitted Pets which are dogs, cats or other usual household pets. Not more than two Permitted Pets are allowed per Building Site 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. The foregoing limitation on number of Permitted Pets does not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a Permitted Pet prior to the time that the animals in such litter are three months old. All Permitted Pets must be kept on a leash or otherwise maintained under the control of their Owner when not maintained in an enclosed yard from which the Permitted Pet cannot escape. The Board may adopt Rules and Regulations to further regulate Permitted Pets, including without limitation to further specify types of usual household pets to be included or excluded as Permitted Pets and areas outside an enclosed yard in the Subdivision where Permitted Pets are permitted or from which they are excluded.
- 6.02.2 Removal. As to any animals or livestock not permitted by this Section, and as to any Permitted Pet which is allowed to roam free, or which in the sole opinion of the Board endanger the health and safety, make objectionable noise, or constitute a nuisance, annoyance or inconvenience to the Owners or occupants of other Building Sites, the Common Areas or any property located adjacent to or in the vicinity of the Subdivision or which is otherwise raised, bred, kept or maintained in violation of this Additional Declaration or applicable Rules and Regulations, the Board may cause any such animal, livestock or Permitted Pet to be removed from the Subdivision and may prohibit the return of any such Permitted Pet to the Subdivision. Removal as aforesaid will be at the sole expense of the Owner and without liability of any kind whatsoever to the Association, its officers, Directors, agents or employees, including any Person which the Board may direct to remove any such animal, livestock or Permitted Pet and at the sole costs of the Owner.

**SECTION 6.03 Vehicles.**

- 6.03.1 Prohibited Vehicles. No owner(s) of any single family residence shall keep more than two (2) vehicles at the residence at any time. 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 Building Site unless such vehicle is stored completely within a carport.
- 6.03.2 Street and Driveway Parking. 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 Building Site or any other place within the Subdivision not intended customarily for use for parking of vehicles, or (ii) in such manner as to obstruct or impede sidewalk, driveway or street access. No vehicle of any kind may be parked, stored or otherwise permitted to remain overnight upon any street or upon the parking area for any Common Areas, other than Permitted vehicles which are owned or operated by the residents of a Building Site occupied by the owner or operator of the Occupant Vehicle.

- 6.03.3 **Assigned Parking.** The Board may, but is not required to, designate specific areas in the Subdivision as it may in its sole discretion determine as parking areas for any Building Site or as visitor parking. Parking areas for Building Sites may not be permanently assigned, and any designation of parking areas may be changed from time to time as the Board may determine.
- 6.03.4 **Repair of Vehicles.** No work on any vehicle within the Subdivision, or on any street in front or along the side or back of any Building Site, or on any Common Areas, or on any Building Site, may be performed at any time other than temporary emergency repairs of other work required in order to promptly remove an inoperable or disabled vehicle from the Subdivision or to and completely within a carport.
- 6.03.5 **Vehicle Defined.** As used in this Section, "vehicle" includes motor homes, boats, trailers, motorcycles, scooters, trucks, campers, buses, automobiles, all other vehicles as defined in Section 541.201(21) of the Texas Transportation Code (as amended), and such other devices as from time to time specified by applicable Rules and Regulations.
- 6.03.6 **Presumptive Violations.** Repairs or other work extended over a period exceeding twenty-four 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 carport. The Board may grant reasonable exceptions to the foregoing upon receipt of written request from an Owner or their tenant.
- 6.03.7 **Towing.** The Board or its designated representative may cause any vehicle which is parked, stored or maintained (whether or not pending repairs or other work) in violation of this Additional Declaration or other Governing Documents 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 or invitee. Any such removal may be in accordance with any applicable statute or ordinance, or in accordance with the following:
- (a) Written and dated notice must be securely affixed to the vehicle. No other notice whatsoever is required, any other notice being expressly waived.
  - (b) The notice must state the vehicle is deemed in violation of this Additional Declaration or other Governing documents, a telephone number for a contact Person, and that the vehicle will be towed at any time after a date certain stated in the notice unless a written explanation substantiating no violation exists is provided at an address stated in the notice by the date certain. Except as provided below, the date certain stated in the notice may not be less than twenty-four hours after the date of the notice.
  - (c) In case of an emergency, substantial threat of a health or safety hazard or blocking of access to any street, driveway, carport or the Community Properties, as determined

in the sole opinion of the Board, the right of removal will be immediate and all above prerequisites will be inapplicable except that notice of an address and telephone number for a contract Person regarding the towing must be affixed to the vehicle and affixed to the affected residence, if applicable, as above provided.

- (d) The Association must maintain a record of the location of each towed vehicle for at least ninety days after towing, and provide the address of such location and telephone number if available upon written request of the owner or reputed owner of the vehicle.
- (e) Without limitation of the provisions of Section 3.07, neither the Association nor any officers, Directors, agents or employees thereof, nor any Person removing any vehicle as herein provided, shall have any liability whatsoever or as a consequence of removal of any vehicle as herein provided, and the Person owning such vehicle (whether or not such Person is an Owner) and the Owner and Owner's tenant as to whom such Person is a visitor, guest or invitee, shall hold all such parties harmless from any and all claims, suits, actions, liabilities or damages arising, directly or indirectly, as result of such removal.

6.03.8 Responsibilities of Owners and Tenants. Owners and their tenants must obtain full compliance with the provisions of this Section by their respective Related Parties and each is jointly and severally liable for all violations by their respective Related Parties as provided therein.

#### SECTION 6.04 Nuisance; Unsightly or Unkempt Conditions.

- 6.04.1 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 Building Site. No Building Site may be used, in whole or in part, for the storage of any property or thing that will cause such Building Site 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 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.
- 6.04.2 Nuisance or Annoyance. No substance, thing, or material may be kept upon any Building Site that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive trade or activity may be carried on upon any Building Site, nor may anything be done thereon tending to cause embarrassment, discomfort, annoyance, or a nuisance to any residents of the Subdivision or to any Person using any property adjacent to the Building Site. No spirituous, vinous, malt, medicated bitters, alcohol, drugs or other intoxicants may be sold or offered for sale on any part of any Building Site or any other place within the Subdivision. No Building Site or any part thereof may be used for any immoral or illegal purposes.

6.04.3 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. Storage of gasoline, heating or other fuels, or of any hazardous or toxic materials upon any Building Site is strictly prohibited (except that up to five gallons of fuel may be stored upon a Building Site for emergency purposes and operation of lawn mowers and similar tools or equipment if properly kept and stored in a safe and non-hazardous manner). The foregoing does not place upon the Association or any of its Related Parties any obligation for enforcement of any applicable environmental, toxic or hazardous waste or similar laws, rules or regulations.

6.04.4 Authority to Cure. Upon the good faith determination of the Board that a violation of this Section exists, the Board may take such actions as it deems necessary to abate the violation in the manner provided in Section 5.03 at the sole cost and expense of the violating Owner and, if applicable, their Tenant.

**SECTION 6.05 Septic Tanks.**

No septic tank, private water well or similar private sewage or water systems is permitted upon any Building Site.

**SECTION 6.06 Disposal of Trash.**

No trash, rubbish, garbage, manure, debris or offensive material of any kind may be kept or allowed to remain on any Building Site, nor may any Building Site be used or maintained as a dumping ground for such materials. No incinerator may be maintained on any portion of the Subdivision. 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 carport 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 Building Site 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 6.07 Permitted Hours for Construction Activity.**

Except as is reasonably necessary for initial construction of a residence on a Building Site, or in an Emergency, outside construction work or noisy interior construction work shall not be permitted except: (i) as to initial construction of a residence upon a Building Site, only between the hours of 6 a.m. to 8 p.m., Monday through Friday, 7 a.m. to 6 p.m. on Saturday and 10 a.m. to 6 p.m. on Sunday, and (ii) in all other cases, not on any legal holiday or Sunday, and otherwise only between 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.

**SECTION 6.08 Building Materials.**

No Building Site shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Building Site may be placed upon such Building Site as provided in Section 3.02. Under no circumstances shall building materials be placed or stored on any street or walkway or upon any Common Areas except as expressly authorized in writing by the Board.

**SECTION 6.09 Outdoor Cooking.**

Outdoor cooking shall be permitted on any Building Site only in equipment especially constructed for same, and only in such manner as not to create a hazard of fire or injury to persons or property. Outdoor cooking is prohibited upon Common Areas unless authorized by the Board. All outdoor cooking equipment shall be properly maintained, and shall be stored in an area screened from public view when not in use. The Board may enact Rules and Regulations specifically prohibiting outdoor cooking any place within the Subdivision or upon any Building Site, or otherwise restricting or regulating outdoor cooking.

**SECTION 6.10 Firearms.**

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.

**SECTION 6.11 Basketball Goals.**

No basketball goals or backboards may be mounted on a carport or on a pole, or otherwise erected or maintained upon any Building Site, without the prior written approval of the Board.

**SECTION 6.12 Leases.**

6.12.1 Restrictions. No Building Site may be leased other than for use as a single family residence as herein provided and defined. No Owner may lease a Building Site and attendant use of the residence and improvements thereon for transient or hotel purposes. No Owner may lease less than an entire Building Site and attendant use of the residence and improvements thereon. All leases:

- (a) must be in writing; and
- (b) are specifically subject in all respects to all provisions of this Additional Declaration and all other Governing Documents (whether or not expressly stated in the lease), and any failure by lessee to comply with this Additional Declaration or any other Governing Documents will be a default under the lease.

54-82-2252

- 6.12.2 Default. In the event of default under any lease due to violation of this Additional 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. With regard to the foregoing, each Owner hereby irrevocably appoints the Board or its designated representative as their attorney-in-fact, agrees to indemnification in regard thereto to the fullest extent herein provided (including as set forth in Section 3.06) and agrees to be solely responsible for all costs thereof (including as provided in Section 4.06).
- 6.12.3 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 Additional 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 Additional Declaration and all other Governing Documents.
- 6.12.4 Surrender of Use of Common Areas by Lessor(s). During all periods of time during which a Building Site is occupied by lessee(s), lessor(s) automatically surrender all of lessors' rights as an Owner to the use of all of the Common Areas unto such lessee(s), including without limitation all rights of use of recreational facilities. The provisions of this Section do not impair the voting rights of the lessor(s), the right to inspect the leased premises or the exercise of any other rights or remedies customarily reserved for the protection of lessor(s).

#### **SECTION 6.13 Unoccupied Residences.**

The Owner of a Building Site with an unoccupied residence, including any mortgagee in possession and any mortgagee obtaining title to a Building Site by foreclosure or by any deed or other arrangement in lieu of foreclosure is, liable for full observance and performance of all terms and conditions of this Additional Declaration and all other Governing Documents, including in particular but without limitation: (i) proper maintenance of the Building Site and all improvements thereon; (ii) securing of the unoccupied residence, including fastening of windows and locking of all entry and carport doors, and maintenance of appropriate curtains or other permitted window covers in order to prevent unauthorized entry or use; and (iii) such other maintenance as required to avoid an appearance of abandonment or other unsightly or unkempt appearance.

#### **SECTION 6.14 Carport Usage.**

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

544-82-2253

**SECTION 6.15 Mineral Production.**

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

**SECTION 6.16 Clotheslines.**

No outside clotheslines shall be constructed or maintained on any Building Site or Common Areas, nor shall any other outside drying of clothes be permitted.

**SECTION 6.17 Timesharing Prohibited.**

No Building Site may be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Building Site or the single family residence thereon rotates among members of the program on a fixed, floating or other time schedule.

**SECTION 6.18 Electronic Signal Devices.**

The Board may require registration of the frequencies of any electronic signal devices such as carport door openers, fence openers, remote controls for lights or other electronic devices with the Board. If so required and in the event a similar frequency is already registered with the Board, the Board has the right to require the later registering user to change their proposed frequency. The Board will attempt to coordinate such frequencies so that one user's electronic devices will not interfere with the devices of other users.

**SECTION 6.19 Rules and Regulations.**

The Board is hereby specifically authorized to promulgate, modify and delete such reasonable Rules and Regulations applicable to the operation, use and occupancy of the Subdivision, including all Building Sites and Common Areas, as the Board may from time to time deem beneficial to the Subdivision. Such authority includes but is not limited to: (i) the right to limit, in addition to the provisions of Section 6.03, the type and size of vehicles permitted within the Subdivision, traffic and parking regulations and other traffic control procedures, and the maximum permissible noise levels of vehicles within the Subdivision; (ii) procedures and reasonable restrictions and limitations on the right to use Common Areas; and (iii) all procedural and substantive aspects for the establishment, levy, collection and payment of fines for any violations of the governing Documents. Rules and Regulations are of equal dignity with and may be enforceable in the same manner as the provisions of this Additional Declaration; provided

- 6.19.1 Rules and Regulations may not be enacted retroactively (except that if any activity is subsequently covered by Rules and Regulations and such activity ceases after enactment of the Rules and Regulations covering same, then the Rules and Regulations will apply to the activity thereafter);
- 6.19.2 Rules and Regulations may not be incompatible with the provisions of this Additional Declaration; and
- 6.19.3 Rules and Regulations will not become effective until thirty days after notice thereof is given to all Owners or such later date as stated in the notice (certification by the

Association that proper notice was in accordance with this Section to be conclusive absent proof of fraud).

## ARTICLE VII.

### ARCHITECTURAL RESTRICTIONS

#### **SECTION 7.01 Antennas and Satellite Dish System.**

- 7.01.1 Television Antenna Prohibited. No television antenna of any type may be erected or maintained on any Building Site except in the attic of a residence.
- 7.01.2 Other Prohibited Antenna. In no event shall any antenna or other device be used for transmitting electronic signals of any kind. No electronic antenna or device of any type, citizen band, "HAM", "CB" or similar radio antenna or other television antenna or accessories, except as above provided, shall be erected or permitted to remain on any Building Site or elsewhere in the Subdivision, or on any residence or other building; provided the Association may approve placement of same in the attic of a residence.
- 7.01.3 Satellite Dish Systems. No satellite dish system, microwave television antenna or similar devices or any type shall be permitted on any Building Site or elsewhere in the Subdivision unless approved by the Board. The Board may (but shall not be required to) permit installation of a satellite dish system, microwave television antenna or similar device only if no part of same is visible from any street. The provision hereof shall not apply to any satellite dish or similar system maintained by the Association.

#### **SECTION 7.02 Signs.**

- 7.02.1 General. No signs, billboards, posters or advertising devices of any kind, including without limitation business, professional, promotional or institutional signs, are permitted on any Building Site, 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 Board except as otherwise provided in this Section.
- 7.02.2 Prohibited Signs. No sign is permitted which is vulgar, obscene or otherwise patently offensive or unsightly to persons of ordinary sensibilities. No sign is permitted to be larger than six square feet. No sign may be illuminated. No sign may be placed on any Building Site 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 8.14. No Owner (or their tenants, guests or invitees) is permitted to place any sign on another Owner's Building Site or upon Community Properties.
- 7.02.3 Permitted Signs. To the extent required by law or in any event upon prior approval of the Board, each Owner will be permitted to place upon (and only upon) such Owner's Building Site (i) one sign advertising the particular Building Site on which the sign is located for sale or for rent, and (ii) "political signs" whereby such Owner is promoting a political candidate, party or issue. If permitted, the Board may reasonably regulate the period(s) of time political signs may be permitted, and the number of permitted political signs and in relationship thereto their size and location. The Board may (but is not obligated to) allow builders within the Subdivision to construct and maintain such signs,

billboards and advertising devices as are customary in connection with the sale of newly constructed residential dwellings.

**SECTION 7.03 Exterior Lighting.**

Excepting Christmas lighting, any exterior lighting of a residence or Building Site must be approved by the Board in accordance with Article III. No exterior lighting (including Christmas lighting) may be directed outside property lines of the Building Site 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 1 and January 16, and the Board 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 Board 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 Board.

**SECTION 7.04 Exterior Colors.**

Unless otherwise approved by the Board, all residences must be painted or repainted in a color used in the original construction of residences within the Subdivision, and each Home must maintain the same color scheme as to both Units located therein.

**SECTION 7.05 Maintenance of Utilities.**

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.

**SECTION 7.06 Air Conditioners.**

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

**SECTION 7.07 Private Utility Lines.**

All electrical, telephone and other utility lines and facilities which are located on a Building Site and which are not owned and maintained by a governmental entity or a public utility company must be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Board, and must be maintained at all times by the Owner of the Building Site upon which same is located.

**SECTION 7.08 Disposal Units.**

Each kitchen in a single family residence must be equipped with a garbage disposal unit, and same must at all times be kept in good working order and serviceable condition.

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**SECTION 7.09 Pools.**

Above-ground pools of every kind are prohibited upon any Building Site. In ground pools may not be installed except with the prior written consent and approval of the Board obtained.

**SECTION 7.10 Irrigation.**

No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other ground or surface waters shall be installed, constructed or operated upon any Building Site or elsewhere in the Subdivision. All sprinkler and irrigation systems serving a Building Site must draw upon public water supplies intended for use by the applicable Building Site, and may not be installed except with the prior written consent and approval of the Board. Private irrigation wells are prohibited upon any Building Site.

**SECTION 7.11 Artificial Vegetation, Exterior Sculpture, and Similar Items.**

Artificial vegetation, exterior sculpture, fountains, flags and temporary flagpoles (excepting state and United States flags maintained and exhibited in accordance with applicable Architectural Guidelines), birdhouses, birdbaths and other decorative embellishments or similar items are prohibited at any location upon a Building Site which is visible from any street or at ground level from another Building Site except with the prior written consent and approval of the Board.

**SECTION 7.12 Excavation.**

The digging of dirt or the removal of any dirt from any Building Site is expressly prohibited except upon written approval of the Board as may be necessary in connection with the landscaping of or construction on such Building Site.

**ARTICLE VIII.**

**EASEMENTS**

**SECTION 8.01 Incorporation of Easements.**

All easements, dedications, limitations, restrictions and reservations shown on the surveys of each Building Site, or other public records of Harris County, Texas which legally applies to the Subdivision or any Building site, and all grants and dedications of easements and related rights heretofore made or hereafter established as herein provided affecting the Subdivision or any Building Sites and filed in the Real Property Records of Harris County, Texas, are incorporated herein by reference and made a part of this Additional 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 Building Site. In the event of any conflict between any of the foregoing filed after the date of filing of this Additional Declaration and any provisions of this Additional Declaration, the provisions of this Additional Declaration control.

**SECTION 8.02 Owner's Easements for Use and Enjoyment.**

Every Owner of a Building Site has a right and easement of ingress and egress, use and enjoyment in and to the Common Areas which is appurtenant to and passes with the title to the Building Site, subject to the following provisions:

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- 8.02.1 Usage Control. The Board has a continuing right to: (i) establish, install, maintain, operate and regulate a limited access gate or gates and such other security oriented systems, devices, and procedures as it may determine; (ii) issue, charge for, and require as a condition of entry to the Subdivision and/or Common Areas such identification cards, passes, keys, or similar devices as the Board may from time to time determine; (iii) limit the number of guests of Building Site Owners and their tenants who may use the Common Areas; (iv) provide for the exclusive use and enjoyment of specific portions of the Common Areas at certain designated times by an Owner, his family, and the Owner's tenant, and the guests or invitees of either, and (v) charge reasonable admission and other fees for the use of any portion of the Common Areas, including any Subdivision Facilities.
- 8.02.2 Suspension of Usage Rights. The Board has a continuing right, upon notice and opportunity to be heard, to suspend the right of an Owner, and the Owner's tenant, and the guests or invitees of either, to use all or any part of the Common Areas and/or Subdivision Facilities for any breach, violation or infraction of this Additional Declaration or other Governing Documents until all such breaches, violations and infractions are cured. The provisions of this Section may not be construed to permit any limitation of ingress or egress to or from any Building Site.

**SECTION 8.03 Easements for Encroachment and Overhang.**

In the event that any portion of any roadway, walkway, parking area, driveway, water line, sewer line, utility line, sprinkler system, building or any other structure or improvement, including without limitation any building steps, fences, paving, decking, footings, piers, piles, grade beams or similar improvements, or any overhang of walls or roofs of any such building or structure as originally constructed, encroaches on any Building Site or the Common Areas due to the unintentional placement or setting or shifting of any of the foregoing to a distance of not more than thirty inches (30"), as measured from any point on the common boundary between each Building Site and the adjacent portion of the Common Areas or as between adjacent Building sites, as the case may be, along a line perpendicular to such boundary at such point, it shall be deemed that the Owner of such Building Site or the Association has granted a perpetual easement to the Owner of the adjoining Building Site or to the Association for continuing maintenance and use of such encroaching improvements for maintenance, repair or replacement of any of the foregoing if performed in substantial compliance with the original construction. The foregoing also applies to any overhead encroachment and to any encroachment which is completely underground for any distance which does not substantially and adversely effect the Building Site or Common Areas being encroached.

**SECTION 8.04 Owners Access Easement.**

- 8.04.1 Defined. Each Building Site and the Common Areas are subject to a non-exclusive access easement for the construction, maintenance, repair and replacement of improvements located upon any adjacent Building Site (the "Accessing Building Site") for usage by an Accessing Building Site Owner or occupant, or their agents or employees. The Building Site or Common Areas being accessed is herein referred to as the "Easement Building Site". This access easement area on the Easement Building Site (the "Access Area") consists of a strip of land abutting the nearest boundary line of the Accessing Building Site of not less than three feet nor more than six feet, as may be reasonably required. In no event will such easement extent to any part of the single family residence located on the Easement Building Site.

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- 8.04.2 Notice; Duration. Prior to the use of the Access Area, the Owner or occupant of the Accessing Building Site 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 Building Site by regular or certified mail or personal delivery, or by attaching same to the front door of the residence located upon the Easement Building Site. If by mail, such notice must be given at least ten business days prior to use of the Access Area; and if by personal delivery or affixing to the front door such notice must be given at least five business days prior to use of the Access Area. In case of Emergency the Accessing Building Site 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. If made by an Owner or occupant, the determination that an Emergency exists is the sole responsibility of such Owner or occupant who are solely liable as to same.
- 8.04.3 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 Building Site. 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 Building Site and its occupants. Except in case of Emergency or unless otherwise authorized by the Owner or occupant of the Easement Building Site, 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.
- 8.04.4 Restoration. Promptly after completion of usage of an Access Area, the Accessing Building Site 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 Board approval. At the time of receipt of notice, the Easement Building Site Owner or occupant must promptly notify the Accessing Building Site Owner or occupant as provided in Section 8.04.2 of any structures or improvements within the Access Area which have been approved by the Board.

#### **SECTION 8.05 Association Easements.**

- 8.05.1 Blanket Access Easement. The Association has a continuing non-exclusive access easement as to all Building Sites as is reasonably necessary for the performance of any of the Association's functions or duties or exercise of any of its rights under this Additional Declaration. The Association must give notice to the Owner or occupant of the Building Site being accessed and otherwise comply with applicable provisions of Section 8.04.
- 8.05.2 Subdivision Facilities. The Association is hereby granted an irrevocable easement (i) for installation, maintenance, repair and replacement of all Subdivision perimeter walls located in the Subdivision and, (ii) all Subdivision entry and other monuments, and (iii) all other Subdivision Facilities to the extent installed upon any Building Site before commencement of construction of a single family residence thereon or at any time within



any then existing utility easement. The Association must give notice to the Owner or occupant of the Building Site and otherwise comply with applicable provisions of Section 8.04 in the exercise of the easements hereby established.

**SECTION 8.06 Utilities and Other Services.**

- 8.06.1 Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, to garbage and trash collection vehicles and other service vehicles and to all Association agents and employees in connection with any work or other duties as set forth in this Additional Declaration to enter upon any portion of the Subdivision or any the Building Sites 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 Subdivision or Building Site in performance of mail delivery or any other United States Post Office services.
- 8.06.2 Changes and Additions. At the sole election of the Board, 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 Building Site; provided, such additional easements shall not interfere with any existing building (including a residence) or swimming pool within the Subdivision or upon any Building Site.
- 8.06.3 Title to Easements and Appurtenances Not Conveyed. Title to any Building Site 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 VIII, 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.

**SECTION 8.07 Easements Perpetual.**

So long as reasonably necessary, all easements set forth in this Article VIII are perpetual in duration, and once established are not subject to amendments or termination otherwise applicable to this Additional Declaration.

**ARTICLE IX.**

**ENFORCEMENT**

**SECTION 9.01 Strict Compliance Required.**

Each Owner and each Owner's tenants, by acquisition of any right, title or interest in any Building Site, covenant and agree to be bound by and to strictly comply with all restrictions, covenants, conditions and easements set forth in this Additional Declaration and all other Governing Documents as same may from time to time or at any time be hereafter amended. The foregoing provisions apply regardless of whether or not any such Governing Documents are filed in the Harris County Real Property Records or any other public records except as otherwise expressly required by this Additional Declaration.

**SECTION 9.02 Enforcement.**

- 9.02.1 General. The Association, its successors and assigns, and any Owner have the right to enforce observance and performances of all restrictions, covenants, conditions and easements set forth in this Additional 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.
- 9.02.2 No Estoppel, Waiver or Liability. Failure of the Association or any Owner to enforce any of the provisions of this Additional 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, or its officer, Directors, agents, employees or committee members, for failure to enforce any provisions of this Additional Declaration or any other Governing Documents.
- 9.02.3 Cumulative Rights and Remedies. Each right and remedy set forth herein is separate, distinct and non-exclusive, and all are cumulative. The pursuit of any right or remedy provided for herein or by law or the failure to exercise that particular right or remedy will not be construed as a waiver of such right or remedy or any other right or remedy.

**SECTION 9.03 Liability for Conduct of Others ("Related Parties").**

Each Owner and the tenant of each Owner must ensure that their respective related Parties strictly comply with all applicable provisions of this Additional Declaration and all other Governing Documents. Each Owner is liable for all consequences of any such violation by the Owner's tenant and by Related Parties of the Owner, and each Owner and the Owner's tenant are jointly and severally liable for all consequences of any such violation by the Owner's tenant and by Related Parties of the tenant. To the same extent as aforesaid each Owner and each tenant must indemnify and hold harmless the Association and its 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, by Related Parties of the Owner or the Owner's tenants attributable to any and all actions or omissions of the Association or by its Related Parties resulting, directly or indirectly, from any such violation, said indemnification to be secured and paid as provided in Section 10.04.

**SECTION 9.04 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 Additional 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 and its Related Parties from, any and all claims, liabilities, damages, loss, costs, expenses, suit 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 assessments, and are secured by the continuing lien established by Article IV hereof. All such sums are due and payable upon demand by the Association or its representative upon presentment of a written statement setting forth the Association's payment or

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liability to pay such sums 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.

**SECTION 9.05 Notice and Opportunity to be Heard.**

Whenever this Additional Declaration or other Governing Documents require notice and opportunity to be heard, the procedures set forth in this Section must be observed.

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- 9.05.1 Notice of Violation. The party proposing to take the action (such as the Board, a committee, an officer, the Managing Agent, etc.) must give written notice of violation to the Owners and to the Owner's tenants according to the records of the Association whose interest would be significantly affected by any proposed action in consequence of alleged violations as determined in the sole opinion of the Board (the "Affected Parties"). The notice must include (i) a general description of the matters complained of and applicable provisions of this Additional Declaration and other Governing Documents alleged to have been violated, (ii) all curative action required and a time period in which curative action must be completed, and (iii) a statement advising that the Affected Parties are entitled to a hearing upon delivery of a written request to be sent to a specified address.
- 9.05.2 Time to Cure; Response. A notice of violation must allow at least ten days from the date of the notice within which to complete the curative action thereby required and to request a hearing. The ten-day period to cure may be shortened in the case of an Emergency. The Affected Parties may request a hearing only in writing and only also stating in the request each claim or other matter which is disputed or contested and a general description of the basis for the dispute or contest. If no hearing is requested in writing as aforesaid it is presumed the Affected Parties do not dispute any matters set forth in the notice of violation.
- 9.05.3 Hearing. If a hearing is requested in writing as above set forth, all Affected Parties so requested the hearing must be given written notice of the date, time and place for the hearing. At the hearing, the affected Parties have the right, personally or by a representative, to give testimony orally, in writing or both, and to present such other relevant evidence as they may choose, subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. The Affected Parties must be notified of decisions made in consequence of the hearing in the same manner in which notice of the hearing was given.
- 9.05.4 Appeal. Any decision made pursuant to Section 9.05.3 by a party other than the Board may be appealed to the Board by filing a written notice of appeal with the Board within ten days after the Affected Parties are given notice of the decision. The Board shall then conduct a hearing within thirty days after the Board receives the notice of appeal, giving the same notice and observing the same procedures as were required for the initial hearing.
- 9.05.5 Limited Abatement of Enforcement. Except in the case of an Emergency, enforcement proceedings are abated until after expiration of the curative period stated in the notice of violation, or if a hearing is requested or an appeal properly made until ten days after notice of decisions made in consequence of the hearing or appeal is given.

- 9.05.6 **Filing of Notices of Non-Compliance.** At any time the Board determines there exists any noncompliance with any provisions of this Additional Declaration or other Governing Documents, the Board 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 Building Site or Buildings Sites 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 Building Site(s) and are secured by the Association's continuing assessment lien.

## ARTICLE X

### **GENERAL PROVISIONS**

#### SECTION 10.01 **Term.**

Subject to the provisions of Section 10.02, these covenants, conditions, restrictions, reservations, easements, liens and charges run with the land and are binding upon and inure to the benefit of Declarant, 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 Additional 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 10.02 **Amendment.**

- 10.02.1 **By Owners.** Except as otherwise expressly herein provided, the Owners of four-sevenths (4/7ths) of the total number of Building Sites then contained within the Subdivision always have the power and authority to amend this Additional Declaration, in whole or in part, at any time and from time to time; provided, during the Development Period no amendment is effective unless and until approved in writing by Declarant. In this Additional 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 Additional Declaration or other Governing Documents.
- 10.02.2 **By Association.** The Board of Directors has the right in its sole judgment, from time to time and at any time, to amend this Additional 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 Additional Declaration to the requirements of any lending institution; provided, the Board has no obligation whatsoever to amend this Declarant in accordance with any such lending institution requirements, and the Board may not so amend this Additional 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 Additional Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National

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Mortgage Agency, Veterans Administration or Federal Housing Administration, and in this respect the Board shall so amend this Additional Declaration to the extent required by law upon receipt of written notice of such requirements and request for compliance.

10.02.3 Method for Approval of Amendment by Owners.

- (a) Notice of any proposed amendment must be given to Owners of all Building Sites at least ten days before circulation of the amending instrument or conducting of the special meeting as to same as provided in Section 10.02.3(b). Unless a complete copy of the proposed amending instrument is included with the notice, the notice must set forth a reasonable summary of the proposed amendments and in that event a complete copy of the amending instrument must be mailed to any Owner promptly upon receipt by the Association of a written request for same.
- (b) The Owner's approval of any amendment of this Additional Declaration as provided in Section 10.02.1 may be obtained (i) by execution of the amending instrument or a consent thereto by any Owner of each Building Site so approving, (ii) by affirmative vote, in person or by proxy, at a special meeting called for consideration of any such amendment, or (ii) by a combination of the foregoing. All Owners may vote as to amendment of this Additional Declaration notwithstanding the provisions of Section 3.05.1.
- (c) Any joint Owner may nullify the approval of another joint Owner only by filing of a written objection in the Official Public Records of Real Property of Harris County, Texas within ninety days after filing of the amending instrument. The certification of the association's Secretary as to compliance with all prerequisites for amendment set forth herein is final and conclusive from and after two years after filing of the applicable amending instrument in the Official Public Records of Real Property of Harris County, Texas.

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

10.02.5 No Impairment of Declarant's Rights. No amendment under this Section may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant.

**SECTION 10.03 Notices to Association and Owners.**

Unless otherwise expressly provided herein, all notices or other communications permitted or required under this Additional Declaration must be in writing and are deemed properly given if, but only if given in accordance with the following:

- 10.03.1 Notice to Owners. All notices or other communications to any Owner are deemed given upon personal delivery to or when deposited in the United States mail, postage prepaid and addressed to, the street address of the Owner's Building Site located within the Subdivision, or to the most current street address given by an Owner for purposes of notice as provided in Section 10.03.3. Where more than one Person is the Owner of a single

Building Site, the mailing of any notices or other communications as aforesaid to any single Owner constitutes notice given to all such Owners.

10.03.2 Owner's Notice of Address Other Than Building Site Address Required. Any Owner may request any notices required or permitted hereby be mailed to an address other than such Owner's Building Site address by giving written and dated notice of the alternate address to the Association; provided, after the Development Period such notice must be given to the Board and, if applicable, to the Association's Managing Agent. Any such request will be conclusively deemed not to have been received unless the Owner produces the original or copy of the properly signed and dated return receipt request or delivery receipt acknowledgement. In the event of conflict in such requests by a single owner or multiple Owners, the request last received shall control.

10.03.3 Change of Ownership. Written notice of change of ownership of a Building Site by sale or otherwise must be given to the Association within thirty days after the change. The notice must state the name and current mailing address of the current Owner(s), the date of acquisition of ownership, the names of all persons who will occupy the affected Building Site and their relationship and a general statement of the legal basis of the change of ownership (such as sale under deed or executor contract for conveyance).

10.03.4 Leasing. Written notice of leasing of or other change in occupancy of a Building Site must be given to the Association within thirty days after the change of occupancy. The notice must state name and current mailing address of the Owner(s), the date of change of occupancy, the names of all persons who will occupy the affected Building Site and their relationship and a general statement of the legal basis of the change of occupancy (for example under lease for one year term).

10.03.5 Notice of Liens, Status and Foreclosure; Notice of Default.

- (a) Upon written request an Owner must provide to the Association a written statement setting forth the current holder of all mortgages, deeds of trust and other liens and encumbrances as to their Building Site for the purchase thereof, taxes thereon, and work and materials used in constructing improvements thereon, and as to each the nature of and loan, account or similar identifying number or other designation applicable to the mortgage, deed of trust or other lien or encumbrance.
- (b) Upon written request the holder of any mortgage, deed of trust and any other lien or encumbrance pertaining to a Building Site must provide to the Association a statement of current status, including account or similar identifying number or other designation applicable to the mortgagee, deed of trust or other lien or encumbrance, the nature of any current default and resulting current amounts due, if any, the nature of and current status of any enforcement proceedings, current payoff, and such other relevant information as may be set forth in the written request.
- (c) The holder of any mortgage, deed of trust or other lien or encumbrance pertaining to a Building Site must give the Association written notice of acquisition of title by foreclosure or deed or other instrument of conveyance in lieu of foreclosure, or of the status of a mortgagee in possession, within thirty days after acquisition of such title or status. The notice must include name and mailing address, account or similar

identifying number or other designation (such as REO No.) and such other relevant information as the Association may request in writing.

- (d) The Association may (but is not required to) notify any credit bureau, and the holder (or purported or believed holder) of any right, title or interest in and any mortgage, deed of trust and any other lien or encumbrance pertaining to a Building Site as to any default under the Governing Documents, including delinquency in payment of assessments and any other monetary amounts due to the Association.

10.03.6 Other Information or Documentation. The Board may from time to time by written request require any Owner or their tenant to verify the information covered by Section 10 by submission of such documentation and additional information as the Board may reasonably require.

10.03.7 Other Governing Documents. Applicable provisions of this Section 10 also apply to notices or other communications 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 10.04 Managing Agent.**

The Board shall have the authority, from time to time and at any time, to retain, hire, employ or contract with any one or more Persons to provide management services to the Association, including discharge of such duties of the Board and/or any officers or committees of the Association, as the Board may specify (any such Person herein referred to as a "Managing Agent"). Any Managing Agent shall be retained, hired, employed or contracted for on such terms and conditions as the Board in its sole good faith judgment may determine; provided, the Board shall retain the right in all cases as to any Managing Agent to remove the Managing Agent, with or without cause, upon not more than sixty days notice.

#### **SECTION 10.05 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 Additional 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 (v) all others.

#### **SECTION 10.06 Interpretation.**

The provisions hereof are to be liberally construed to give full effect to their intent and purposes. If this Additional Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Additional Declaration and the scheme of development thereunder shall govern. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience, and are in no way to be construed as defining, limitation, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. In particular and without limitation, the division of use restrictions under Article VI hereof and architectural restrictions under Article VII hereof are for convenience of reference, it being the intent that all such provisions be given full effect in an integrated manner in light of the general purposes and

objectives of this Additional Declaration and the scheme of development accomplished thereby. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**SECTION 10.07 Severability.**

Wherever possible, each provision of this Additional Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Additional Declaration to any Person, particular circumstance or property shall be prohibited or held invalid, such prohibition or invalidity shall no extend beyond such Person, particular circumstance or property and shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Additional Declaration are declared to be severable.

**SECTION 10.08 Effective Date.**

This Additional Declaration is effective from September 13, 2001.

In WITNESS WHEREOF, the undersigned, being the sole Owner of all Lots and Building Sites initially subject to this Additional Declaration, has executed this Additional Declaration to be effective upon the date of filing of this Additional Declaration in the Official Public Records of Real Property of Harris County, Texas.

**LOGAN'S POINT TOWNHOUSES, a Texas limited partnership**

By: Logan's Point Townhouses, Inc., a Texas corporation, General Partner

By: Mark Bermann  
Mark Bermann, President

**DECLARANT'S ACKNOWLEDGEMENT**

THE STATE OF TEXAS

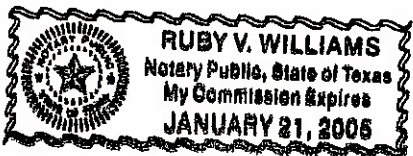
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COUNTY OF HARRIS

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This instrument was acknowledged before me on the 10 day of October, 2001, by Logan's Point Townhouses, a Texas limited partnership by Logan's Point Townhouses, Inc., a Texas corporation, General Partner by Mark Bermann, President of Logan's Point Townhouses, Inc., a Texas corporation.



Ruby V. Williams  
NOTARY PUBLIC, State of Texas

544-82-2266



544-82-2267

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 herein by me and was duly RECORDED in the Official Public Records of Real Property of Harris  
County, Texas on

OCT 10 2001



*Dorothy B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

No. 253045

Reinerman Land Company To Sam G. Harrison  
By President Deed

State of Texas, County of Harris: Know all men by these presents: That the Reinerman Land Company, a Texas Corporation, domiciled in Houston, Harris County, Texas, acting herein by its duly authorized officers, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash to it paid by Sam G. Harrison, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Sam G. Harrison, of Houston, Harris County, Texas, the following described property, to-wit: Lot No. 2, Block No. 3; Lots No. 5, 6, and 7, Block No. 4, all in Camp Logan First Addition to the City of Houston, according to a plat which is recorded in Vol. 527, page 123, of the Deed Records of Harris County, to which reference is here made.

To have and to hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Sam G. Harrison, his heirs and assigns, forever.

And the said Reinerman Land Company does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Sam G. Harrison, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

The grantee herein further agrees to pay all taxes of every kind and character upon said property. The said Reinerman Land Company herein further conveys any and all other real estate owned by the said Reinerman Land Company in Camp Logan First Addition to the City of Houston, except Block No. 10, in said Addition.

In testimony whereof the Reinerman Land Company has caused this instrument to be signed by its President hereunto duly authorized by resolution of its Board of Directors and Stockholders, and its corporate seal duly attested to be hereunto affixed, at Houston, Texas, this 9th. day of February, A. D. 1940.

Reinerman Land Company, By David Hannah, President

Attest: Winston Carter, Secretary (Seal) (Stamp Can. \$5.00)

State of Texas, County of Harris: Before me, the undersigned authority, on this day personally appeared David Hannah and Winston Carter, President and Secretary, respectively, of Reinerman Land Company, known to me to be the persons whose names are subscribed to the foregoing instrument and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein stated and as the act and deed of said Reinerman Land Company. Given under my hand and seal of office, this the 14 day of February, A. D. 1940.

Bernice Beutel, Notary Public, Harris County, Texas. (Seal)

Filed for record Feb. 20, 1940 at 3.00 o'clock P.M. Recorded Mar. 1, 1940 at 1.25 o'clock P.M.

Henry M. Dudley, Clerk County Court, Harris County, Texas. By [Signature] Deputy

X No. 253046

Reinerman Land Company To Sam G. Harrison  
By President Deed

State of Texas, County of Harris: Know all men by these presents: That the Reinerman Land Company, a Texas Corporation, domiciled in Houston, Harris County, Texas, acting herein by its duly authorized officers, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash to it paid by Sam G. Harrison, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Sam G. Harrison, of Houston, Harris County, Texas, the following described property, to-wit: Lot Nos. 12-13-14-15, Block No. 2; Lot Nos. 10-11-12, 13, Block No. 3; Lot Nos. 2-3-6-10-4-11-13-14-15, Block No. 5; Lot Nos. 3-6, Block No. 6; Lot Nos. 5-11-13, Block No. 7; Lot Nos. 9-11-12-14, Block No. 11;

1 Lot Nos. 9-12-14, Block No. 12; Lot Nos. 11-12-Block No. 15, (all in Camp Logan  
 2 First Addition to the City of Houston, according to a plat which is recorded in Vol. 527,  
 3 page 123, of the Deed Records of Harris County, Texas, to which reference is here made. S

4 To have and to hold the above described premises, together with all and singular, the rights  
 5 and appurtenances thereto in anywise belonging unto the said Sam G. Harrison, his heirs and  
 6 assigns, forever.

7 And the said Reinerman Land Company does hereby bind itself,  
 8 its successors and assigns, to warrant and forever defend, all and singular, the said premises  
 9 unto the said Sam G. Harrison, his heirs and assigns, against every person whomsoever lawfully  
 10 claiming or to claim the same or any part thereof.

11 The Grantee herein further  
 12 agrees to pay all taxes of every kind and character upon said property. S As a part of

13 the consideration paid for the land above described, the Grantee herein purchases and accepts  
 14 the same subject to the following covenants running with the land, and to which Grantee agrees  
 15 and the Grantee, his heirs and assigns, executors and administrators shall be bound as follows:

16 1. The cost of any residence erected on lots facing Westcott, Taggart, Singleton and Nicholson  
 17 Avenues shall not be less than One Thousand Eight Hundred (\$1,800.00) Dollars, except as to the  
 18 lots fronting on Taggart Avenue in Block Eight (8) and Nine (9), on which lots the cost of any  
 19 residence erected shall not be less than Two Thousand Two Hundred Fifty (\$2,250.00) Dollars;  
 20 and on lots on Rodrigo or Moore Avenues, the cost of any residence erected thereon shall not be  
 21 less than Two Thousand Two Hundred Fifty (\$2,250.00) Dollars, except that on lots in Block Twelve  
 22 (12) and Thirteen (13), fronting on Rodrigo Avenue, the cost of any residence erected thereon  
 23 shall not be less than One Thousand Eight Hundred (\$1,800.00) Dollars.

24 2. No residence or other building or other improvements of any kind shall be erected on said  
 25 premises hereafter than twenty (20) feet on the front property line of any lot or lots.

26 3. No fence of any character shall be erected on said premises within thirty-five (35) feet on  
 27 the front property line, unless the same shall be of ornamental design, well built, painted and  
 28 not to exceed thirty-six inches (36) in height. Ornamental hedges may be planted

29 but same shall not exceed thirty-six (36) inches in height. 4. No barns, servant's  
 30 houses, carriage houses, garage or other appurtenant for the use of the residence shall be erected  
 31 on said premises within seventy-five (75) feet of the front property line.

32 5. No spirituous, vinous or malt liquor or medicated bitters capable of producing intoxication,  
 33 shall never be sold or offered for sale on said premises or any part thereof, nor shall said  
 34 premises or any part thereof ever be used for any business purposes of any character whatever,  
 35 except that doctors may use their residence as their office.

36 6. The premises  
 37 herein described shall never be sold, conveyed, or demise to any person except of the Caucasian  
 38 race.

39 7. For the purpose of protecting the streets and benefiting the civic  
 40 appearance of the addition, the Grantor reserves the right at all times to enter along the rear  
 41 property lines of the lots in this addition, for the purposes of installing and repairing gas,  
 42 sewerage, telephone and electric light service.

43 The grantee accepts this  
 44 conveyance subject to the restrictions, easements and conditions above set forth, which it is  
 45 agreed shall be deemed to be covenants running with the land, and for his heirs and assigns,  
 46 covenants to and with the grantor for its assigns that he will, and that his heirs and assigns  
 47 shall forever faithfully observe and perform said several restrictions and conditions, and each of  
 48 them, and if Grantee or any person claiming under him shall at any time violate, or attempt to  
 49 violate, or shall fail to perform or observe any of the foregoing restrictions or conditions, it  
 50 shall be lawful for any person owning land, which is subject to the same restrictions or  
 51 conditions in respect to which default is made, or for the Grantor herein, to institute and  
 52 prosecute appropriate proceedings at law or in equity for the wrong done or attempted. S

53 In testimony whereof the Reinerman Land Company has caused this instrument to be signed by its

RECORDED IN MEMORANDUM  
 ALL OR PART OF THE FEE ON THE FEE  
 HAS NOT BEEN PAID FOR REGISTERED  
 EXAMINATION

1 President herunto duly authorized by resolution of its Board of Directors and Stockholders,  
2 and its corporate seal duly attested to be hereunto affixed, at Houston, Texas, this 9th. day of  
3 February, A. D. 1940. Reinerman Land Company, By: David Hannah, President

4 Attest: Winston Carter, Secretary (Seal) (Stamps Can. \$6.00)

5 State of Texas, County of Harris: Before me, the undersigned authority; on  
6 this day personally appeared David Hannah and Winston Carter, President and Secretary, respectively  
7 of Reinerman Land Company, known to me to be the persons whose names are subscribed to the  
8 foregoing instrument and severally acknowledged to me that they executed the same for the purposes  
9 and consideration therein expressed, and in the capacities therein stated and as the act and deed of  
10 said Reinerman Land Company. Given under my hand and seal of office, this, the 14th. day of  
11 February, A. D. 1940. Bernice Beutel, Notary Public, Harris County, Texas. (Seal)

12 Filed for record Feb. 20, 1940 at 3.00 o'clock P.M. Recorded Mar. 1, 1940 at 1.55 o'clock P.M.

13 Henry M. Dudley Clerk County Court, Harris County, Texas. By Bertha Vico Deputy

14 -----  
15 No. 253090

16 Mrs. Amelia Z. Airhart To R. C. Beeman  
17 Deed

18 State of Texas, County of Harris: Know all men by these presents: That I,  
19 Mrs. Amelia Z. Airhart, a feme sole, of Harris County, Texas, for and in consideration of the  
20 sum of Six Hundred Fifty Dollars (\$650.00) cash to me in hand paid by R. C. Beeman, receipt  
21 whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents  
22 do hereby grant, bargain, sell and convey unto the said R. C. Beeman, of Harris County, Texas,  
23 the following described property, to-wit: Lot No. Nineteen (19) in Block No.  
24 Thirteen (13) in the Amelia Z. Airhart Townsite, being a subdivision out of a portion of her  
25 200 acres in the William Scott Upper League, in Harris County, Texas, according to a plat of said  
26 Townsite recorded in Volume 655, page 150 of the Deed Records of Harris County, Texas, here referred  
27 to.

28 Any improvements placed upon the property herein conveyed shall be built at a  
29 cost of not less than Two Thousand Dollars (\$2,000.00) and it is to be used as a residential  
30 property only. There is reserved to the grantor herein an easement four feet in width  
31 along the rear or East end of the property hereby conveyed, said easement to be used for the  
32 purpose of installing gas mains, sewer mains, water mains and other public utilities.

33 To have and to hold the above described premises, together with all and singular the rights and  
34 appurtenances thereto in anywise belonging unto the said R. C. Beeman, his heirs and assigns  
35 forever, and I do hereby bind myself, my heirs, executors and administrators, to warrant and  
36 forever defend, all and singular the said premises unto the said R. C. Beeman, his heirs and  
37 assigns, against every person whomsoever lawfully claiming or to claim the same or any part  
38 thereof. Witness my hand this the 14th. day of February, A. D. 1940.

39 Mrs. Amelia Z. Airhart (Stamp Can. \$1.00)

40 State of Texas, County of Harris: Before me, the undersigned Notary Public  
41 in and for Harris County, Texas, on this day personally appeared Mrs. Amelia Z. Airhart, a feme  
42 sole, known to me to be the person whose name is subscribed to the foregoing instrument, and  
43 acknowledged to me that she executed the same for the purposes and consideration therein  
44 expressed. Given under my hand and seal of office this the 14th. day of February, A. D. 1940.

45 George Counts, Notary Public in and for Harris County, Texas. (Seal)

46 Filed for record Feb. 21, 1940 at 8.00 o'clock A.M. Recorded Mar. 1, 1940 at 2.10 o'clock P.M.

47 Henry M. Dudley Clerk County Court, Harris County, Texas. By Bertha Vico Deputy  
48 -----