

D593009

*W-12  
D-10*

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BROOK FOREST, SECTION ONE  
A SUBDIVISION IN HARRIS COUNTY, TEXAS

144-31-1992

STATE OF TEXAS |  
COUNTY OF HARRIS |

THIS DECLARATION, made on the date hereinafter set forth by  
FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, herein-  
after referred to as "Declarant";

WITNESSETH:

*1850  
B*

WHEREAS, Declarant is the owner of certain property heretofore platted  
and subdivided into that certain subdivision known as Brook Forest, Section One,  
according to the plat recorded in Volume 190, Page 124 of the Map Records  
of Harris County, Texas; said plat encompasses the following Lots and Common  
Area which shall be held, sold and conveyed subject to the following covenants,  
conditions, restrictions and easements, which are for the purposes of protecting  
the value and desirability of, and which shall run with the real property and be  
binding on all parties having any right, title or interest in the described properties  
or any part thereof, their heirs, successors and assigns, and shall inure to the  
benefit of each owner thereof:

*12*

(1) Lots:

- |                         |                         |
|-------------------------|-------------------------|
| Block 80, 1 through 11  | Block 87, 1 through 20  |
| Block 81, 12 through 22 | Block 88, 1 through 60  |
| Block 82, 1 through 77  | Block 90, 10 through 22 |
| Block 83, 1 through 50  |                         |

- (2) Common Area - Being Unrestricted Reserve "B" containing  
5.9699 acres.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Brook Forest Com-  
munity Association, Inc., a nonprofit corporation, incorporated under the laws  
of the State of Texas, its successors and assigns.

144-31-1993

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or tract of land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to Brook Forest, Section One, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map upon which there has been or will be constructed a single-family residence, but shall not mean or include any common area.

Section 5. "Common Area" shall mean all real property owned by the Association for common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Being a tract or parcel of land containing 5.9699 acres located in the Sylvester Murphy League, Abstract 53, Harris County, Texas, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

COMMENCING for reference at the southwest corner of the J. Roth 1/4 League, Abstract 64, Harris County, Texas, being in the northerly line of the aforementioned Murphy League;

THENCE with the common line of said Roth and Murphy Leagues N 86°23'41" E, 1784.65 feet to a point;

THENCE leaving said line S 03°36'19" E, 1407.05 feet to the POINT OF BEGINNING, the beginning of a curve;

THENCE along the arc of a curve to the left having a chord which bears S 70°10'46" E, a central angle of 78°57'30", a radius of 530.00 feet for a distance of 730.39 feet to a point for corner on said arc;

THENCE S 19°39'30" E, 129.55 feet to a point for corner;

THENCE S 41°07'58" E, 143.40 feet to a point for corner on the arc of a curve;

THENCE along the arc of a curve to the left having a chord which bears S 20°38'31" W, a central angle of 56°27'02", a radius of 980.00 feet for a distance of 965.54 feet to the end of said curve;

THENCE N 07°35'00" W, 136.85 feet to the beginning of a curve;

THENCE along the arc of a curve to the left having a chord which bears N 19°08'30" W, a central angle of 23°07'00", a radius of 2995.00 feet for a distance of 1208.37 feet to a point of tangency;

THENCE N 30°42'00" W, 65.69 feet to the POINT OF BEGINNING and containing 5.9699 acres of land.

Section 6. "Declarant" shall mean and refer to Friendswood Development Company, an Arizona corporation, its successors and assigns.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right to an easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to limit the number of guests of members;

(b) the right of the Association to establish uniform rules and regulations and to charge reasonable admission and other fees pertaining to the use of any recreational facility situated upon the Common Area;

(c) the right of the Association to suspend the voting rights and the right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

144-31-1994

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record Owner of any of the Properties which are subject to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification of membership.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a Lot.

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
- or
- (b) on January 1, 1980.

Declarant hereby agrees to assign its right to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Brook Forest Community Association, Inc., when either of the conditions (a) or (b) above occur.

144-31-1995

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinabove provided.

The regular and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, maintenance of the Common Area, parkways and entryways, negotiation of garbage and trash collection contracts, police service, fire protection and other similar services. It is specifically understood in regards to garbage and trash collection that the Association shall be responsible only to the extent of negotiating contracts for such service; cost of this service shall be borne directly by the Owners.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Thirty-Two and No/100 Dollars (\$132.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment

144-31-1996

may be increased each year not more than 3 per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3 per cent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Rate of Assessment. All Lots in Brook Forest, Section One, shall commence to bear their applicable assessments simultaneously and Lots owned by the Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to an annual assessment determined by the Board of Directors. Unoccupied Lots which are owned by Declarant shall be assessed at the rate of one-half (1/2) of the annual assessment during the development period of Brook Forest, Section One, and any succeeding Brook Forest sections duly annexed by the Association; however, said assessment shall be made only in the event and then only to the extent that assessments from occupied Lots are not sufficient to meet the operating budget of the Association. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy change. The applicable assessment for such a Lot shall be prorated to the rate required of each type of ownership.

144-31-1997

144-31-1992

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but only to that extent, and otherwise the lien shall survive such foreclosure or other proceedings. No sale or transfer shall relieve such Lot from liability of any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Properties. All properties dedicated to and accepted by a local public authority, all Drill Site Reserves, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

RESTRICTIONS OF USE

Section 1. Single Family Residential Construction. Subject to Sections 7 and 9 below, no building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars and bona fide servants' quarters, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one full Lot as defined on the recorded subdivision plat or any recorded replat thereof approved by Declarant.

Section 2. Architectural Control. No building or improvement of any character shall be erected or placed, or the erection thereof begun, or changes made in the design thereof after original construction on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved by the Architectural Control Committee consisting of L. J. Pezoldt, George B. Meriwether and J. C. Rowlett or its assigns hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event the Committee fail to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

Section 3. Minimum Square Footage. The living area of the main residential structure shall not be less than 1,700 square feet for a one-story dwelling nor less than 2,000 square feet for a two-story structure. Two-story dwellings shall contain a minimum of 1,200 square feet on the ground floor. The exterior materials of the main residential structure including garage, if attached, shall be not less than fifty-one per cent (51%) masonry. Detached garages may be of wood siding construction. No more than one dwelling shall be built on any one Lot or building site as defined in Section 5 below: The Architectural Control Committee or its assignee, at its sole discretion, is hereby permitted to approve

144-31-1999



deviations in the building area and location instances, where, in their judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and when given will become a part of these Restrictions:

Section 4. Location of Improvements Upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any Lot nearer than ten (10) feet to any side or rear street line. Subject to the provisions of Paragraphs 3 and 5, no building shall be located nearer than five (5) feet to an interior Lot line, except that a garage or other permitted accessory building located seventy (70) feet or more from the front Lot line may be a minimum distance of three (3) feet from an interior Lot line. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. No garage located closer than seventy (70) feet to the front property line shall face and open at less than a ninety (90) degree angle to the front property line. Garages on corner Lots may have driveway access to the side streets; however, no garage may open and face at less than a ninety (90) degree angle to the side street with the exception of garages on the following Lots which may open and face directly towards the side street providing the front of the garage is located the prescribed distance from the side street property line:

- Block 80, Lot 1 - 25 feet from Lock Haven Drive
- Block 82, Lot 77 - 25 feet from Brook Forest Drive
- Block 83, Lot 5 - 25 feet from Ledgestone Drive
- Block 83, Lot 14 - 25 feet from Lock Haven Drive
- Block 83, Lot 15 - 25 feet from Lock Haven Drive
- Block 83, Lot 28 - 25 feet from Lock Haven Drive
- Block 83, Lot 39 - 25 feet from Brambling Drive
- Block 83, Lot 40 - 25 feet from Brambling Drive
- Block 83, Lot 50 - 25 feet from Brambling Drive
- Block 87, Lot 10 - 25 feet from Laurel Field Drive
- Block 87, Lot 11 - 25 feet from Laurel Field Drive
- Block 88, Lot 12 - 25 feet from Clear Crest Drive

144-31-2000

Block 88, Lot 20 - 25 feet from Ledgestone Drive

Block 90, Lot 17 - 25 feet from Brook Forest Drive

Block 90, Lot 22 - 25 feet from Brook Forest Drive

No Lot shall have driveway access to Middlebrook Drive.

Section 5. Composite Building Sites. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of Lots in the same block.

Section 6. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat, and no structure shall be erected on any of said easements. Underground electric, gas and telephone service shall be available to all Lots in the subdivision. For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle, alternating current. Easements for the underground service may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither grantor nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the Owner located on the land covered by said easements. In the event that audio and video communication services and facilities are made available to any of said Lots by means of an underground coaxial cable system, the company furnishing such services and facilities shall

144-31-2001

have a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed, upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

Section 7. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single-family residence purposes, except on those Lots which may be designated by Declarant to be used for Sales Offices for a maximum period of seven (7) years from the date hereof. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No boats, trailers, campers, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence.

Section 9. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to eight (8) feet in height and one hundred (100) square feet in area and must be approved in accordance with Section 2, Article V of these conditions, covenants and restrictions. Temporary structures may be used as building offices and for other related purposes during the construction period. Such structures shall be inconspicuous and sightly and shall be removed at completion of construction.

Section 10. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets (not to exceed two of each category) provided they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in an annoyance or are obnoxious to residents in the vicinity.

144-31-2002

144-31-2003

Section 11. Walls, Fences and Hedges. No wall, fence, planter or hedge in excess of three (3) feet high shall be erected or maintained nearer to the front Lot line than the front building setback line, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge shall be more than six (6) feet high. No fence shall be of wire or chain link construction except for Lots 10 through 16 and Lots 18 through 22, Block 90, where chain link fences may be constructed only on the rear property lines. The Architectural Control Committee, or its assignee, at its sole discretion is hereby permitted to grant deviations in height and construction materials related to fences and walls which in their judgment will result in a more beneficial use. Any wall, fence or hedge erected as protective screening on a Lot by Declarant shall pass ownership with title to the property and it shall be the Owner's responsibility to thereafter maintain said protective screening.

Section 12. Visual Obstructions at the Intersections of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner Lots.

Section 13. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property.

Section 14. Sidewalks. Before the dwelling unit is completed or occupied, the Lot Owner shall construct a concrete sidewalk, four (4) feet in width parallel to the street curb two (2) feet from the Lot boundary and shall extend to the projection of the Lot boundary lines into the street right-of-way and/or street curbs at corner Lots. Owners of corner Lots shall install such a sidewalk parallel to the front Lot line and the side street Lot line.

Section 15. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish except by use of an incinerator approved by Declarant, and then only during such condition as permitted by law. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash, and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's lien is herein and hereby retained against the above-described property in favor of Declarant or its assignee but inferior to purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 16. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the properties or any Lot except one sign for each building site, of not more than twenty-four (24) inches by thirty-four (34) inches, advertising the property for sale or rent, or except signs used by Declarant to advertise the property during the construction and sales period. Declarant shall have the right to remove any such sign, advertisement or billboard or structure which

144-31-2004

is placed on said Lots, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 17. Removal of Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.

Section 18. Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lots, houses or buildings constructed in this subdivision. Television antennae may be attached to the house; however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street.

Section 19. Roofing Material. The roof of any building shall be constructed or covered with (1) wood shingles, (2) asphalt or composition type shingles having a minimum weight classification of 275 pounds per square, comparable in color to weather wood shingles and comparable in surface textural appearance to wood shingles; the decision of such comparison rests with the Architectural Control Committee, or (3) crushed marble, slag or pea gravel set in a built up type roof on roof surfaces not visible from the fronting street. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 20. Underground Electrical Service. An underground electric distribution system will be installed in that part of Brook Forest Subdivision, Section One, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Brook Forest Subdivision, Section One. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such

144-31-2005

company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwellings and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Declarant has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the company the sum of (i) \$1.00 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead

144-31-2006

facilities to serve such Lot, plus (ii) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

ARTICLE VI  
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Servability. Invalidation of any one of these covenants or restrictions shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties,

144-31-2007



dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Development of Minerals. There is hereby excepted from the land encompassed by the boundaries of this subdivision, Brook Forest, Section One, and Declarant will hereafter except from all its sales and conveyances of said land, or any part thereof, including the locations for buildings and the Common Area, all oil, gas and other minerals in, on and under said land, but Declarant hereby waives, and will waive or secure waiver of, in each such conveyance, the right to use the surface of the land for development of oil, gas and other minerals, provided that Declarant hereby retains and reserves and in each such conveyance will retain and reserve the right to pool the land with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the land below the depth of one hundred feet (100'). Such exceptions and such retained rights and reservations shall inure to the benefit of Declarant, its predecessors in title and its successors and assigns in accordance with their interest of record.

Section 7. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of membership. However, upon the submission and approval by FHA and VA of a general plan of the entire development, and upon the subsequent approval of each stage of development, such additional stages may be annexed by the Board of Directors without obtaining homeowner's consent.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2<sup>nd</sup> day of May, A. D., 1972.

FRIENDSWOOD DEVELOPMENT COMPANY

ATTEST:

[Signature]  
Secretary

By [Signature]  
Vice President

144-31-2006

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES L. PENCE, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2<sup>nd</sup> day of May, A. D., 1972.



Care Blaine  
Notary Public in and for  
Harris County, Texas

NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS  
MY COMMISSION EXPIRES SEPTEMBER 1, 1973

1972 MAY 18 PM 12 39

FILED  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Return to:

D. E. Cassell  
Friendswood Development Company  
1000 Bay Area Boulevard  
Houston, Texas 77056

144-31-2009

**RECORD OF DEDICATORY INSTRUMENTS (PURSUANT TO PROPERTY CODE § 202.006)**

28  
notice  
V

		<u>Brook Forest Community Association, Inc.</u>		
Number of Units	1023	Items attached to be filed:		Pages
Declaration File Code	119-11-1539-119-11-1556	_____ By - Laws		_____
(and 144-312-1992-144-31-2009)		_____ Rules and Regulations		_____
		_____ Articles of Incorporation		_____
		<input checked="" type="checkbox"/> Architectural Control Guidelines		_____
		<input checked="" type="checkbox"/> Property Guidelines		28
		<b>TOTAL # OF PAGES TO BE FILED:</b>		_____

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006**  
**OF TITLE 11 OF THE TEXAS PROPERTY CODE**

**THE STATE OF TEXAS** §  
**COUNTY OF HARRIS** §

20070591295  
09/28/2007 RP3 \$124.00

**BEFORE ME**, the undersigned authority, on this day personally appeared Rhonda Major, PCAM, who, being duly sworn according to law, stated the following under oath:

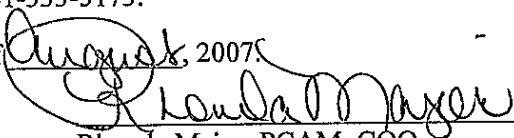
"My name is Rhonda Major. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am Chief Operating Officer for Houston Community Management Services, Inc., the management team for Brook Forest Community Association, Inc., a Texas Non-profit Corporation (the "Association"). I am also a custodian of the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as that term defined in *Title 11 of the Texas Property Code*.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded. The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 18333 Egret Bay Blvd. Suite 445, Houston, TX. 77058, Telephone No. 832 864-1233 or 281-333-5173.

**SIGNED** on this the 28 day of August, 2007.

  
Rhonda Major, PCAM, COO  
for Houston Community Management Services, Inc.

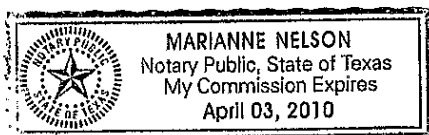
102

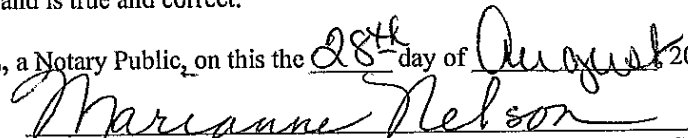
**VERIFICATION**

**THE STATE OF TEXAS**  
**COUNTY OF HARRIS**

**BEFORE ME**, the undersigned authority, on this day personally appeared Rhonda Major, PCAM, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

**SUBSCRIBED AND SWORN TO BEFORE ME**, a Notary Public, on this the 28<sup>th</sup> day of August, 2007.



  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

**BROOK FOREST COMMUNITY ASSOCIATION, INC.**  
**ARCHITECTURAL CONTROL COMMITTEE GUIDELINES**  
**(FINAL APPROVED GUIDELINES 8/23/2007 – Supercedes all previous versions)**

**1 GLOSSARY**

Architectural Control Committee (ACC): Established within the Declaration of Covenants, Conditions, and Restrictions for Brook Forest Subdivision, each section having its own respective set of Declarations applicable to it (CCR), as a group of individuals with oversight responsibility for review and approval of Improvements made to any and all properties in the Brook Forest Subdivision.

The Board: The Brook Forest Community Association, Inc.'s board of directors. The Board has the overall responsibility and authority in all matters pertaining to the Brook Forest subdivision as outlined in the CCR.

CCR: The Declaration of Covenants, Conditions and Restrictions (CCR) for Brook Forest, Section One, the Declaration of Covenants, Conditions and Restrictions for Brook Forest, Section Two and/or the Declaration of Covenants, Conditions and Restrictions for Brook Forest, Section Three, each of which is filed of record in the Property Records of Harris County, Texas.. lll

FDC: Friendswood Development Company, which is also referred to as "Declarant" in the CCR.

Improvement: Any exterior modification of, addition to, or replacement of any existing building, fence, wall or other structure, or the addition of any new structure (including but not limited to storage shed, arbor, swimming pool, play structure, patio covers, trellises). Improvement also includes, without limitation, any change to the exterior color of paint or materials, site landscaping, and location of any structure.

Management Company: The property management company hired by the Board with responsibility of overseeing the common areas in the subdivision as well as providing any other service required by contract between the two entities, which typically includes but is not limited to performing and/or coordinating activities within the Brook Forest subdivision on behalf of the Board. Currently, this company is Houston Community Management Services (HCMS). HCMS may be reached at the following address:

Houston Community Management Services, Inc.  
18333 Egret Bay Blvd. Suite 445  
Houston, Tx. 77058  
or at telephone number 281-333-5173, website [www.houcomm.com](http://www.houcomm.com)

Property Manager: The individual from the Management Company specifically assigned (and approved by the Board) to manage the Brook Forest Community Association, Inc.

Application For Home Improvement: A form submitted by an applicant requesting Board approval of an improvement of any kind as implied or specified in these Guidelines or in the CCR.

Variance: An exception to these Guidelines or the CCR granted by the ACC or Board based on justification submitted by homeowner as part of the Application for the Home Improvement process.

Yard Fixtures: An article in the nature of personal property which has been so annexed to the real property that it is regarded as part of the real property. By way of illustration and not by limitation, certain swings, lighting, barbecues, cookers, smokers may be yard fixtures because of how they are fixed to the real property

Yard Furniture: Chairs, benches, lounges, tables, patio umbrellas, and any other item or article in the nature of personal property not attached to the real property and generally considered moveable.

Yard Ornaments: Planters, lawn decorations, statues, birdbaths, and other decorative items.

## **2 PREAMBLE**

### **2.1 PURPOSE**

These guidelines establish the basis upon which the Architectural Control Committee (ACC) evaluates any application for improvement within the Brook Forest Subdivision. Guidelines expand or contract as the case may be, and further it aids in interpreting the CCR's in a similar manner to the practice in nearby subdivisions. The need for a set of Guidelines became apparent when the Board noted that the existing Deed Restrictions had become outdated and also proved inadequate in addressing current issues related to protecting property values. An example of a partially outdated Deed Restriction would be the prohibition on having a business in the home. While the Board will certainly enforce the CCR against any business becoming an annoyance or nuisance to the subdivision, the CCR's were written decades ago and did not anticipate telework or advances in electronics that can make work in the home unobtrusive and even desirable.

Development of these Guidelines drew on the knowledge of current and former Board members, the experience of neighboring subdivisions, the insight of other residents, and validation from our community through the mail-outs. The Board's intent has been to have the Guidelines adhere to the overarching principles of reflecting the will of the community expressed through the Board, support for improved property values, and whether a property blends or contrasts with the surrounding environment. Proposed Guidelines that reflected more of an individual preference and did not meet these principles were considered extrinsic to this document. As changes are made over time, we expect these principles to be discriminative for what items are intrinsic to this document.

The ACC will use these Guidelines to evaluate applications for improvement and the management company will use these guidelines to determine the appropriateness of a notice of violation to homeowners. Residents are expected to use these same Guidelines to determine the minimum acceptable levels of property maintenance. These Guidelines can assist a resident with the determination of whether a property blends or

contrasts with the surrounding environment and, if there is any doubt, the resident is expected to submit an Application for Improvement Request to the management company for ACC approval.

## **2.2 DEED RESTRICTIONS (CCR) VERSUS GUIDELINES**

The ACC Guidelines augment the CCR's and do not replace or override them. The Guidelines are intended to explain and clarify the current application of the CCR. They cover specific situations that are vague, outdated, or not specifically addressed by the CCR. ACC policies and documents that augment the CCR's are included within these Guidelines. In the unlikely event there is any conflict between these Guidelines and the CCR's, the latter will control.

## **2.3 PRINCIPLES**

The ACC has the responsibility to interpret the Guidelines and CCR as they pertain to maintenance and improvements to properties within Brook Forest. To the extent practical, the ACC intends to concentrate on the will of the community expressed through the Board, support for improved property values, and whether a property blends or contrasts with the surrounding environment. The CCR and these Guidelines require blending and harmony of properties with the surrounding environment. The ACC evaluation of improvement requests may be based on perceived enhancement to the community as a result of implementing the Improvement when specific applicable guidelines do not exist.

## **2.4 MEMBERSHIP**

Membership in the ACC is open to any owner of real property located in the Brook Forest Community, which consists of the three sections. The Chair of the ACC must be a member of the Board.

## **2.5 APPLICATIONS FOR HOME IMPROVEMENT AND THEIR PROCESSING**

Homeowners are expected to contact the Property Manager to obtain an "Application for Home Improvement". An application is also available on the BFCA web page at <http://houcomm.com>.

The ACC Chair reviews applications as they are received. The ACC has delegated the power to the Chair to approve or deny requests based on consistency with precedent and long-standing interpretations of the CCR's and guidelines. In the event the ACC Chair fails or refuses to act or if the ACC Chair is not certain whether the application is consistent with the Guidelines or CCR's, the ACC Chair may request a committee vote. In the event the ACC is not certain and believes the Board shall set the precedent, the Board may act as the ACC committee. The ACC meets once each month to review applications submitted during the prior period but not approved or disapproved by the Chair. The ACC committee may conference and vote via telephone or email or other means (however the ACC shall use its best efforts to include all members of the ACC in any vote taken) Such a conference shall constitute a meeting. A quorum, consisting of a majority of the ACC membership or Board if necessary, is required for definitive action on applications that are not resolved by the Chair unless, by a majority vote of all members, a representative has been approved to act for them. The ACC may approve/disapprove a home improvement request outside of normal monthly meetings.

## **2.6 PRECEDENTS**

The ACC will make every reasonable attempt to be fair and equitable, but will not be bound by setting precedent decisions of Friendswood Development Corporation (FDC) or any predecessor ACC or Board. The ACC reserves the right to reject applications that require a Variance from the CCR or these Guidelines if it believes that such changes are not in the best interest of the Brook Forest community, even if a precedent was set by a prior FDC, ACC, Board decision or inaction.

From time to time, the ACC may make a decision that, in retrospect, was not in the best interests of the community despite its best intentions at the time. The ACC, with approval from the Board, reserves the right to recognize such a situation and no longer permit its use. The originally approved application in this case will be grandfathered, that is, it will be irrevocable in regards to only the property to which it was granted. Similar applications applied for in the future may not be approved. The same right applies if the ACC makes an inadvertent error in allowing a change or addition or if the ACC fails or refuses to disapprove timely

## **3 GENERAL GUIDELINES**

### **3.1 EQUALITY OF TREATMENT**

The size, type, or value of a home will not be used as a factor in any decision made by the ACC or Board.

### **3.2 CONTINUANCE OF RESTRICTIONS TO NEW OWNERS**

The sale and purchase of a home does not exempt the new owner from existing deed restriction violations.

### **3.3 PERMANENT VERSUS TEMPORARY**

No distinction is made between "permanent" and "temporary" Improvements unless specifically stated herein.

### **3.4 APPEARANCE AND QUALITY**

In order for an application to qualify for acceptance it must blend with the composition and tone of the surrounding environment rather than contrast or set it apart. The ACC will exercise good judgment to determine this compatibility and will use resources of the Property Manager or Management Company to assist with this determination. The ACC evaluation of applications may be based on perceived improvement to the community as a result of implementing the Improvement when specific applicable guidelines do not exist. In addition, all Improvements must be of a quality equal to or better than the quality of the initial construction or the quality of similar acceptable Improvements in the neighborhood. Improvements, which do not meet these standards, will not be approved.

### **3.5 REPAIR TO EXISTING CONSTRUCTION**

From time to time, homeowners will want to make repairs to portions of their property that may be damaged or deteriorated. This includes items such as curbs, sidewalks, porches, fences, wood trim, doors, etc. Such repairs are required to be of equal or better quality than the original construction and of the same type material(s).

### 3.6 "INVISIBLE" IMPROVEMENTS

Internal or external improvements or modifications not readily visible from a height of six feet or less from any street and/or other home in Brook Forest need not be reviewed and approved by the ACC. However, homeowners are encouraged to ensure that the quality and appearance of such improvements or modifications are in harmony with the surrounding properties and structures. Any City of Houston permits required for such improvements are the responsibility of the homeowner.

### 3.7 EMERGENCY AND DISASTER REACTION

Disasters resulting from events related to such things as fire and weather may require significant construction and repair activity. Temporary structures (those that are present for no longer than 6 months during reconstruction) will be acceptable under such conditions. Reconstruction of improvements or landscaping to the form that existed before the disaster will be acceptable without approval by the ACC. Applications for changes to the former structure(s) will be considered by the ACC as quickly as possible to minimize any adverse impact on the homeowner. The ACC will take whatever action is reasonable to expedite its responsibilities. The intent will be to re-establish the original structure(s) to its former quality as quickly as possible. Homeowners have the right to take temporary protective action (e.g. boarding of windows) in the event of potential weather emergencies, such as hurricanes. No prior approval for such temporary action is required. However, all such installations must be completely removed and the property restored to its original condition within seven (7) days of the passing of the emergency. This time limit specifically applies, but is not limited, to the boarding of windows and doors during a hurricane or a threat of a hurricane.

### 3.8 HEIGHT LIMITS

The CCR's limit the height of improvements to eight feet within the fenced portion of the yard when not attached to the existing structure. These limits are in keeping with the general desire to minimize the visibility of freestanding improvements from surrounding properties or public streets or sidewalks. Improvements attached to the existing structure cannot extend above the roof of the existing structure or two stories. Improvements, which in the opinion of the ACC, are attached to an existing structure solely for the purpose of circumventing these Guidelines will not be approved. An example of this would be the attachment of a play structure greater than eight foot high to the garage. In general, items 6 feet or less in height, of a temporary or moveable nature and kept within the confines of the fenced yard area will not require written approval.

## 4 RESTRICTIONS AND INTERPRETATION OF RESTRICTIONS

All Section 4 elements reference either CCRs or guidelines. The second level (examples: 4.1, 4.2) elements reference CCRs. These sections are highlighted. Each of these sections begins with the name of the sections in Article V, Restrictions of Use, in the CCR. The names are in bold text (example: **Article V Section 2 Architectural Control**). The wording, with exceptions as noted, matches the wording in the 'Declaration of Covenants, Conditions, and Restrictions for Brook Forest' (CCR). Three sets of the CCR exist, one for each of the three sections of Brook Forest. Differences in the three sets are limited to restrictions applying to perimeter lots. All level three elements are



expansions or guidelines of the CCRs. The purpose of this structure is to provide ease of use to the reader. It provides the reader with deed restriction and guideline information in a single document.

Each guideline is placed with its best fit deed restriction although a given guideline may actually apply to several deed restrictions.

4.1 **Article V Section I. Single Family Residential Construction:** Subject to Sections 7 and 9 below no building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars and bona fide servants' quarters, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one full Lot as defined on the recorded subdivision plat or any recorded replat thereof approved by Declarant.

4.1.1 Subdividing of one full lot for any purpose will not be permitted.

4.2 **Article V Section 2 Architectural Control:** No building or improvement of any character shall be erected or placed, or the erection thereof begun, or changes made in the design thereof after original construction on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved by the Architectural Control Committee established by Declarant, its successors or assigns, as to compliance with the CCRs and these Guidelines, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

4.2.1 All non-brick, structure exterior surfaces must be kept painted/stained, and the color(s) must be harmonious with the neighborhood. Such sidings shall be kept reasonably clean.

4.2.2 Any noticeably peeling, splotchy, mildewed, etc. paint/stain on non-brick exterior surfaces must be restored. This rule also applies to brick exterior surfaces that have been uniformly painted. Brick surfaces must be kept clean.

4.2.3 Homeowners are not required to submit an Application For Home Improvement Request when repainting if the new color(s) are the same as the existing colors and those colors are either the original colors of the home or were previously approved by the Board. If these conditions are not met then all exterior improvements, including painting, require the prior approval of the ACC.

4.2.4 The ACC may allow a change in the color of paint used on a home if, in the opinion of the ACC, the new color is compatible with both the individual home and the neighborhood.

4.2.5 Shutters may be painted in a contrasting color as long as the color compliments the color of the house and is compatible with the colors generally in use throughout the neighborhood.

4.2.6 The trim color on the house and the garage must compliment the color of the house and be compatible with the colors generally in use throughout the neighborhood.

4.2.7 The color of the gutters must compliment the color of the trim.

4.2.8 N/A

4.2.9 The ACC recognizes that a front door may be the centerpiece for the appearance of a home and of particular and personal interest to the homeowner. The ACC may approve contrasting and matching colors and will require an Application for Home Improvement Request as a means of assuring that the new color is compatible with both the individual home.

4.2.10 N/A

4.2.11 White, natural wood stain or a matching color to the existing trim are the preferred colors of choice for doors.

4.2.12 All exterior home surfaces must be kept clear of visible mildew and dirt.

4.2.13

4.2.14 Any siding material (brick, wood, vinyl, etc.) must be uniform in materials and color. Any noticeably missing or damaged sections shall be repaired.

4.2.15 Stained or tinted windows/doors must be harmonious in color and appearance with the structure and neighborhood.

4.2.16 Damaged or hazed windows shall be replaced.

4.2.17 Exterior colors must be subdued and not bright or "loud" enough to constitute an annoyance or nuisance in the neighborhood. Earth tones are the standard.

4.2.18 Mailboxes and mailbox structures must be kept in good repair. Their color and style must be harmonious with the residential structure and the neighborhood.

4.2.19 Mailbox support posts or supporting structures must be maintained in an upright condition. They are not allowed to lean from a vertical position unless the angle is part of the design.

4.2.20 Addresses

a) Address identification must meet the requirements of all-applicable State, County, City, and U. S. Postal specifications and restrictions.

b) Addresses may be affixed to the mailbox, the mailbox post or other support, on the front wall of the home and/or on the curb.

c) Addresses may not be supported by a freestanding structure (such as a sign).

d) Addresses must be presented in a normal and attractive manner including design and color.

4.2.21 Building Materials

- a) All building materials for improvements to or modifications of existing property are required to be in harmony with the affected property and adjacent properties. New construction methods and materials are constantly in development. The Board will consider these methods and materials and consider their use mainly based on the betterment/ improvement of the neighborhood. Guidelines for generally available products follow:
1. BRICK: Generally acceptable.
  2. ALUMINUM: Acceptable for rain gutters, window frames, garage doors, storage sheds, and aluminum siding that simulate wood. The latter may be used to replace original clapboard siding, wood or composition. All aluminum items, regardless of their application, must be a color that is in harmony with other colors on the home. Other applications will be considered on their merits including maintainability.
  3. FIBERGLASS: Application-dependent but generally unacceptable except for roofing (see below).
  4. ASPHALT AND FIBERGLASS ROOFING: Acceptable if it is the same as or very similar to the roofing for the original structure(s).
  5. GLASS AND PLEXIGLAS: Generally acceptable; Clear Plexiglas is a suitable substitute for glass for window and door inserts provided it is maintained to a similar standard (e.g. not cloudy and minimally scratched).
  6. PLASTIC: As with aluminum, plastic (vinyl) siding may be used to replace original wood or composition siding so long as it simulates wood siding (texture, form and color will be the acceptance criteria). Other uses of plastic are application dependent but are generally considered unacceptable.
  7. STONE, WOOD, POTTERY, TILE AND CONCRETE/CEMENT: Generally acceptable
  8. WROUGHT IRON: Generally acceptable for fences, gates, yard ornaments, yard fixtures. Other materials such as aluminum are acceptable if they present a wrought iron 'look'. Residents may request the Board to approve other materials and designs.
  9. STEEL: Acceptable for basketball goals, flagpoles, and fencing (painted tubular steel made to look like wrought iron). Other applications will be considered on their merits including maintainability.
  10. STUCCO: Acceptable if in harmony with the brick and wood trim colors of the affected structure and adjacent properties and structures.
  11. WOOD: Acceptable for replacement of existing siding, doors, and trim.
  12. COMPOSITE SIDING: Acceptable for replacement of similar existing siding.
  13. FIBER COMPOSITE SIDING: Acceptable for replacement of existing composite siding.
- b) Additional Information
- The Texas Property Code: Exterior Maintenance Guidelines are a part of the Texas Property Code and act to reinforce maintenance requirements contained in the CCR. Their essence is that all properties must be maintained in a state of good repair and shall not be allowed to deteriorate.

The Board generally interprets this to mean:

1. All painted surfaces must be clean and smooth with no bare areas, peeling paint, or mildew.

2. All rotted or damaged wood must be replaced and any damaged brickwork repaired.
3. Gutters must be kept in good repair, and not allowed to sag.
4. Roofs must be maintained in good repair with no missing or curling shingles.
5. All glass surfaces must be whole.
6. Garage doors must be undamaged

4.2.22 All paved areas must be kept in good repair. This includes sidewalks and driveways. Uneven sections in sidewalks and driveways must not pose a safety hazard to residents.

4.2.23 Any completely missing or severely damaged curb sections must be repaired.

4.2.24 The integrity of the curb section around discharge drainage pipes must be maintained.

4.2.25 Deed restriction violations dealing with concrete will only be addressed if the concrete is severely cracked or crumbled or if there is a missing concrete piece.

4.2.26 . N/A

4.2.27 Residential concrete in need of leveling will not be addressed as a deed restriction. Residents are warned that they may be subject to other legal regulations and liabilities regarding uneven and not level sidewalks.

4.2.28 Storm doors are generally permitted on the exterior of a home provided they are a solid, clear glass or Plexiglas pane with a simple wood or metal frame, exclusive of ornamentation. The color must be in harmony with the existing brick and trim color of the house.

4.3 **Article V Section 3. Minimum Square Footage:** The living area of the main residential structure shall not be less than 1700 square feet for a one-story dwelling nor less than 2,000 square feet for a two-story structure. Two story dwellings shall contain a minimum of 1,200 square feet on the ground floor. Detached garages may be of wood siding construction. No more than one dwelling shall be built on any Lot or building site as defined in Section 5 below: The Architectural Control Committee on its sole discretion is hereby permitted to approve deviations in the building area and location instances where, in their judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and when given will become apart of these Restrictions.

4.3.1 Subdividing of one full lot for any purpose will not be permitted.

4.4 **Article V Section 4. Location of Improvements Upon the Lot.** Owners are required to comply with the respective CCR applicable to the real property in question. For instance, if your property is located in Section 1, then please refer to the CCR for Section 1 to determine where an Improvement shall be located.

Currently, there are no additional guidelines for the Section 4 deed restriction.

- 4.5 **Article V Section 5. Composite Building Sites.** Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of Lots in the same block.

Currently there are no additional guidelines for the Section 5 deed restriction.

- 4.6 **Article V Section 6. Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat, and no structure shall be erected on any of said easements. Underground electric, gas and telephone service shall be available to all Lots in the subdivision. For so long as such underground service is maintained. The electric service to each Lot shall be uniform and exclusively of the type known as a single phase, 12/240 volt, 3 wire, 60 cycle, alternating current. Easements for the underground service may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways or walkways prior to construction thereof be kept clear of all other improvements, including buildings, patios and other structures. Easements for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither grantor nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the Owner located on the land covered by said easements. In the event that audio and video communication services and facilities are made available to any of said Lots by means of an underground cable system, the company furnishing such services and facilities shall have a two foot wide easement along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed, upon said Lot, and in a direct line from said nearest utility easement to said of connection.

- 4.6.1 It is not the responsibility of the ACC to police encroachment of utility or other easements. If possible, the ACC will advise the homeowner of a potential encroachment related to a home improvement application so that the homeowner can seek approval or relief from the appropriate utility company. All expenses incurred as a result of easement encroachment, including restoration to the former condition, are the responsibilities of the homeowner.

- 4.7 **Article V Section 7. Prohibition of Offensive Activities.** No activity, whether for profit or not, shall be carried on any Lot which is not related to single-family residence purposes, except on those Lots which may be designated by Declarant to be used for Sales Offices for a maximum period of seven (7) years from the date hereof. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot

that may be or become an annoyance or nuisance to the neighborhood.

4.7.1 The deed restrictions allow for in home businesses where the business activities do not, at any time, create an annoyance or nuisance to the immediate neighbors and do not create safety problems. The ACC will use several guidelines when reviewing home business:

- a) Business activities must not detract from the attractiveness of the neighborhood.
- b) Business activities must not change the look of the residential community. Each home and lot must have the look of a residential home and lot
- c) A home may not be converted to only a business. It must continue to be a family residence.
- d) Walk-in customers are not permitted. The business must be conducted only through telephone, electronic, or mail media.
- e) Delivery/shipping activities must not create a nuisance or an inconvenience or an unsafe condition for immediately neighboring residences or the general neighborhood.
- f) Prohibited activities include persistent large vehicle traffic, blocking the street or parking areas with car traffic, staging of materials or employees, noise levels above that of the immediate neighborhood, obnoxious odors, and trash in excess of amounts produced by a single family household.

4.7.2 The general intent of this deed restriction and its associated guidelines is to prevent activities that are not consistent with family residence purposes and to maintain the visual attractiveness of the neighborhood.

4.8 **Article V Section 8. Storage of Automobiles Boats. Trailers, Other Vehicles and Equipment.** No boats, trailers, campers, buses, inoperative vehicles of any kind, camp rigs off trucks, or boat rigging shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence.

4.8.1 Residents are expected to use commercial lots and commercial storage areas for the type and similar types of vehicles and apparatus defined in Section 8.

4.8.2 Storage of items must be completely screened from public view behind a Board approved solid fence consistent with height limits mentioned elsewhere in these guidelines. In the event an owner has a wrought iron fence, items still must be stored out of public view.

4.8.3 Parking applies to regular use automobiles and trucks and other vehicles normally used for transportation.

- a) 'Regular use', in this context, applies to
  - ◆ Those vehicles normally used by the residents on a frequent or daily basis for normal transportation purposes.
  - ◆ Visitor automobile and truck parking
- b) Driveways are the preferred parking areas for these vehicles.
- c) Curbside parking is permitted by law

- ◆ Curbside parking must not create an annoyance or inconvenience for neighbors.
  - ◆ Curbside parking must allow continued easy driveway ingress and egress for neighbors.
- d) Parking is not permitted on any resident property area not previously prepared as an approved driveway or screened from public view.
- e) 'Regular use' vehicles may be protected from the weather when parked, e.g. a fitted canvas covering.
- 4.8.4 Commercial vehicles may be parked only for the necessary and reasonable time to conclude the business transaction and must allow for continued ingress and egress for neighbors.
- 4.8.5 Commercial vehicles must not create an unreasonable or unsafe condition nor create an annoyance to neighbors. Commercial vehicles parked at curbside on a frequent basis create an annoyance and, possibly, an unsafe condition.
- 4.8.6 Resident owned commercial vehicles
- a) May be parked in the resident's driveway or at curbside
  - b) Must be an automobile, two axle truck, or van and must not exceed 20 feet in length..
  - c) Cannot include a trailer, attached or unattached.
  - d) Are subject to all nuisance, annoyance, and safety guidelines as personal use vehicles.
- 4.8.7 No vehicles or equipment shall be allowed to impede the public right-of-way including residential sidewalks.
- 4.8.8 The intention of the ACC Guidelines is to maintain a safe and visually attractive community and to insure that parking and/or storage of items cause neither annoyance nor inconvenience.
- 4.8.9 The ACC recognizes the need for the temporary parking of a vehicle for simple maintenance, loading, unloading, washing, etc. These activities are not to require more than a 24 hour period and are not to cause inconvenience or safety problems for normal street, driveway, and sidewalk traffic. Violations may occur whenever parking or storage has been observed. The inspector cannot be aware of the intended duration of the vehicle or equipment. The resident may simply reply to the Management Company that the situation was temporary (less than 24 hours) and will not be repetitive. A good resident practice is to communicate with the Management Company of the intention to temporarily park the vehicle.
- 4.8.10 The ACC recognizes that visitors may arrive with a trailer or in a motor home. The homeowner must notify the Management Company and identify the length of stay. Although a variance may be allowed the homeowner and visitor must abide by all safety, nuisance, and inconvenience guidelines. The Board has no other way of determining that the vehicle is not the property of the owner and is being stored on the property.

4.8.11 Automobiles may be parked on a driveway for maintenance purposes for a reasonable period not to exceed one week.

4.8.12 The management company will identify operable automobiles, trucks, etc. (normal modes of family or individual transportation) that are parked for long periods of time as stored vehicles. The management company will make a judgment as to whether such vehicles are being stored after several successive inspections.

4.8.13 Residents are required to keep seldom used or inoperable vehicles garaged or stored outside of the Brook Forest communit.

4.9 **Article V Section 9. Temporary Structures.** No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to eight (8) feet in height and one hundred (100) square feet in area and must be approved in accordance with Section Article V of these conditions, covenants, and restrictions. Temporary structures may be used as building offices and for other related purposes during the construction period. Such structures shall be inconspicuous, not unsightly, and shall be removed at completion of construction.

4.9.1 Temporary structures not meant for construction or other related purposes, must be placed in back yards and must not be visible to the front or side streets.

4.10 **Article V Section 10 Animal Husbandry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets (not to exceed two of each category) provided they are not kept bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in an annoyance or are obnoxious to residents in the vicinity.

4.10.1 Only dogs, cats or other common household pets are allowed. No animals or fowl may be kept or bred for commercial purposes. No pets are allowed if they are an annoyance or nuisance to the neighborhood.

4.10.2 Complainants are expected to maintain a log, preferably with photographs or other documentary evidence, of any other pet nuisances, such as the repeated digging up beds; violation of leash ordinances; the use of a neighborhood yard as a toilet; endangerment of a person or property; etc.

4.10.3 Animals are not allowed to run free. They must be kept in the home or within a fenced area and must be controlled when leaving from the homeowner's property.

4.11 **Article V Section 11. Walls, Fences and Hedges.** No wall, fence planter or hedge in excess of three (3) feet high shall be erected or maintained nearer to the front Lot line than the front building setback line, nor on corner Lots nearer to the side Lot line than the building setback line paralleled to the side street. No rear fence, wall or hedge and



no side fence, wall or hedge shall be more than six (6) feet high. The ACC or its assignee, at its sole discretion is hereby permitted to grant deviations in height and construction materials related to fences and walls which in their judgment will result in a more beneficial use. Any wall, fence or hedge erected as protective screening on a Lot by Declarant shall pass ownership with title to the property and it shall be the Owner's responsibility to thereafter maintain said protective screening.

*The reader should note that Section 11 contains separate and distinct wording for each of Brook Forest Sections 1, 2, and 3. The reader should obtain the appropriate document for the Section in question.*

- 4.11.1 Fences must be consistent throughout the neighborhood in design, color, and appearance. Their structural integrity must be maintained, and they shall be kept in good repair at all times.
- 4.11.2 A 6 inches wide 'rot board' may be used in the construction of a fence. The resulting 6 ½ feet in height will be approved.
- 4.11.3 The Board may approve a fence height of more than six feet (or six and one half feet) to enhance lawn and home architecture. Approval of a height greater than six and one half feet will not be approved for purposes of screening items from public view.
- 4.11.4 The Board may approve decorative effects to a fence that increase the total height to 8 feet or less. The decorative effect must not be solid. Variances granted by the Board to allow fence heights greater than 6 feet will not also approve the screening from sight of any object unless specifically stated in the granted variance.
- 4.11.5 Driveway gates and pillars may be of increased height above the 6 or 6 ½ feet fence. The Board may approve limits based on approved fence height, required driveway clearance, and structural requirements. The Board may also approve additional height restrictions for driveway gates based on whether the Board considers the gate(s) to be an enhancement to the neighborhood.
  - a) Brick or stone pillars may be constructed and used as fence posts. These must be of a material to match the exterior of the home and not exceed 6 ½ feet in height unless approved by the Board.
  - b) Wooden driveway gates are not permitted unless approved by the Board.
  - c) The Board, for driveway gates, may approve construction materials other than iron but with the same or similar look of iron.
  - d) Side fencing must be extended to tie into the pillars.
- 4.11.6 Fence gates are subject to the same height restrictions as the fence to which they are attached. The Board may grant a variance.
- 4.11.7 All gates and pillars, including driveway gates and pillars, must be kept in good repair.
- 4.11.8 Gates at the entrance to courtyards must be constructed of a material that is

considered by the Board to be in harmony with the style, construction materials, and color of the home. They may not be constructed of wood except as approved with variance by the Board.

4.11.9 If the homeowner wishes to paint an area (such as a fence) that has not been previously painted or wishes to change a color, approval by the ACC will be required.

4.11.10 Fencing Perimeter Lots: Specific requirements are placed on the homeowners of lots include the perimeter fences of any Brook Forest subdivision. These perimeter or screening fences front Bay Area Blvd. and Middlebrook Drive and are located in Brook Forest Section 1 Block 82. The lot numbers are 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 67, 68, 69, 70, 71, 72, 73 & 74, 75 & 76, and 77.

- a) All fences and walls shall be maintained in their original style and height with no holes, gaps, missing areas, deteriorating materials, etc. that would detract from an excellent overall visual appearance from the street view. No vegetation shall be allowed to cling or grow on the top and sides of the fences and walls in public view.
- b) Fences and walls must be straightened to vertical when they lean more than 2 inches from vertical in any 4 feet vertical rise.
- c) Concrete walls shall be kept painted the same color as the concrete walls in the parks maintained by the community association at the entry way intersection of Bay Area Boulevard and Brook Forest Drive.
- d) Concrete walls, when failing to meet guidelines due to leaning or some sort of destruction, must be replaced with in kind concrete walls. The Board may allow a variance.
- e) Wooden fences shall be maintained in their original configuration and shall not be painted. They shall be kept in a weathered appearance.

4.11.11 These guidelines apply both to items that create a non-conforming condition upon installation as well as items that after some growth become non-conforming. Hedges, trees, and other plants may not be planted as a fence that violates safety and other guidelines and shall not be allowed to grow into such condition such as provided in Section 12 of these guidelines.

4.11.12 For homes with detached garages, where a covered breezeway connects the house to the garage, a fence structure may be installed that meets any of the following criteria:

- a) Standard wood fence and gate combination may be constructed of no greater than 6½ feet height. This may be topped with a wooden lattice from the top of the fence to a height not to exceed the lowest edge of the roof covering the walkway. The Board may grant a variance.
- b) Wooden lattice fence and gate combination may be constructed from ground level to a height not to exceed the lowest edge of the roof covering the walkway.
- c) Wrought iron fence and gate combination may be installed from ground level to a height not to exceed the lowest edge of the roof covering the walkway.
- d) The location must

- ◆ follow a straight line from the house to the garage,
- ◆ must be as close as practical to the sidewalk that connects the two structures,
- ◆ and must be anchored to both the house and the garage or to two posts that are in close proximity to the house and garage.

4.12 **Section 12. Visual Obstructions at the Intersections of Public Streets.** No object or thing which obstructs sight lines at elevations between two and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner Lots.

4.12.1 The Board interprets this deed restriction as providing for the safety of pedestrians and vehicles and occupants. It has application for sidewalks as well as roadways.

4.12.2 Clear view shall be provided for vehicular traffic at all intersections.

4.12.3 No obstruction to clear view for vehicular traffic shall be permitted on any roadway.

4.12.4 Tree limbs and shrubs must not impede the sidewalk or street traffic. For tree limbs, a clearance height of at least 8 feet over the sidewalk and street must be maintained (this is covered by a City of Houston ordinance).

4.13 **Article V Section 13. Visual Screening on Lots.** The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, grounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property.

4.13.1 Trash cans shall be kept out of public view on non-trash pickup days. Trash cans are to be stored in a structure or hidden from public view by some form of approved screening.

4.13.2 Lawn clippings and other lawn debris, regardless of type of container or lack of container shall be kept out of public view on non-trash pickup days.

4.13.3 These guidelines also apply for material left in view by the resident or by persons/businesses contracted by the resident to perform lawn maintenance.

4.13.4 Debris for major pruning or maintenance activities such as tree trimming or heavy pruning of plants may be placed at curbside as it is produced.

4.13.5 Other trash, such as household items, is not to be set in site or at curbside until the normal day of pickup service. A resident may arrange for private pickup of these items and may place them at curbside on the day of the scheduled pickup. The

resident must notify the management company to prevent the receipt of a deed restriction violation notice.

4.13.6 The day of pick-up service begins at 6:00 PM on the day before the waste disposal company is scheduled to pick up the trash.

4.13.7 All waste containers and waste material not collected by the waste disposal company must be removed from public view by 8:00 AM of the day following the day of the scheduled collection.

4.13.8 Residents who are unable to adhere to the visual screening of trash guidelines due to disabilities or other problems should contact the Management Company or a Board member.

4.14 **Article V Section 14. Sidewalks.** Before the dwelling unit is completed or occupied, the Lot Owner shall construct a concrete sidewalk, four (4) feet in width parallel the street curb and two (2) feet from the Lot boundary and shall extend to the projection of the Lot boundary lines into the street right-of-way and/or street curbs on corner Lots. Owners of corner Lots shall install such a sidewalk parallel to the front Lot line and the side street Lot line.

4.14.1 For convenience this section of the guidelines addresses sidewalk, driveway, and curb maintenance. Maintenance of driveways and curbs is considered a normal part of structure and/or lawn maintenance and must provide for an appealing performance of the home and lawn. Driveway and curb maintenance guidelines could have been provided under annoyance restriction requirements or under structure and/or lawn maintenance requirements.

4.14.2 All paved areas must be kept in good repair. This includes sidewalks, curbs and driveways. Uneven sections in sidewalks and driveways that pose a safety hazard to residents are the responsibility of the property owner.

4.14.3 Any completely missing or severely damaged curb sections shall be repaired.

4.14.4 The integrity of the curb section around any discharge drainage pipe must be maintained.

4.14.5 The residential concrete repair standards used by the Board include:

- a) Deed restriction violations dealing with concrete will only be addressed if the concrete is severely cracked or crumbled or if there is missing concrete pieces.
- b) Residential concrete in need of leveling will not be addressed as a deed restriction violation.
- c) Uneven sidewalk sections which constitute a safety hazard shall be repaired or replaced

4.14.6 Sidewalks, driveways and curbs must be clean and undamaged. Seams must be kept free of weeds.

4.15 **Article V Section 15. Lot Maintenance.** All Lots shall be kept at all times in a sanitary,

healthful and attractive condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish except by use of an incinerator approved by Declarant, and then only during such condition as permitted by law. In the event of default on the part of the owner of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, Declarant or its assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash, and rubbish or do any other thing necessary to secure compliance with the CCRs, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's lien is herein and hereby retained against the above described property in favor of Declarant or its assignee but inferior to purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

- 4.15.1 The Section 15 deed restriction, Lot Maintenance, requirement to maintain lots in a neat, attractive, healthful and sanitary condition applies to the entire lot, front, sides, and rear. The management company inspects the 'visible from the road or sidewalk' areas of the home, other structures, and the lawn for deed restriction violations. Complaints from residents received by the management company or any Board member regarding violation of deed restrictions or Guidelines, whether or not they are only visible from a roadway or sidewalk, may be acted upon by the Board.
- 4.15.2 Lots and paved areas shall be kept at all times in a neat and attractive appearance, and free from potentially dangerous objects. Lot maintenance includes regular mowing, trimming, edging, pruning and the removal of trash and debris.
- 4.15.3 The street gutter at the intersection of the curb and street shall be kept free of dirt, litter, and plant growth.
- 4.15.4 An intentional "natural" look shall be carefully maintained and weeded regularly.
- 4.15.5 Landscape materials may be installed without approval so long as they are not cemented, or otherwise permanently fixed in place. Such items as bricks, stones, and landscape timbers may be installed freely if they are installed as accent items and not used as fences or barriers. Approval is not required for anything less than 2 feet high with acceptable materials. Questionable items and configurations not covered in these Guidelines require ACC approval.
- 4.15.6 Yard equipment, bicycles, toys, etc. shall not be left in the public right-of-ways (e.g., on sidewalks) or in public view.

- 4.15.7 Exterior holiday decorations shall be removed no later than 15 days following a holiday.
- 4.15.8 Tree limbs and shrubs must not impede the sidewalk or street traffic. Delivery and emergency vehicle traffic must not be impeded.
- 4.15.9 Lawns must be kept mowed, edged and weed-free, flowerbeds must be kept free of weeds, and shrubs and trees must be kept trimmed.
- 4.15.10 There shall be no storage of debris in public view.
- 4.15.11 The addition of exterior lighting is both acceptable and desirable. This includes ground-level lighting, stand-alone lampposts and lighting mounted on a house or approved structure.
- a) Such lighting fixtures must be compatible with the general tone and design of the neighborhood.
  - b) Ground level/accent lighting does not require ACC approval. Lighting "spillover" to adjacent properties must be avoided.
- 4.15.12 Items kept permanently, or for prolonged periods, outside the fenced area of the property will receive the greatest attention and the greatest visibility, and therefore require written approval. For purposes of consistency, the term "prolonged periods" will be set at 48 hours. Items not specifically covered elsewhere in these Guidelines for front yards, fall under this category.
- 4.15.13 N/A
- 4.15.14 Statues and similar ornamentation in front yards, including birdbaths, may be no taller than the front door, must improve the decorative look of the property consistent with the will of the community expressed through the Board, and must be of an approved material and conform to the tone and texture of the neighborhood.
- 4.15.15 The following items are generally acceptable for being maintained in the unfenced portion of Brook Forest properties:
- a) Most lighting fixtures that do not exceed 8 feet in height unless approved by the Board. Flag polls in excess of 8 feet in height and permanent flag poles require Board approval.
  - b) "Park" benches made of any combination of natural wood, wrought iron, brick, stone or concrete
  - c) Planters made of any combination of natural wood, wrought iron, brick, stone, clay, pottery or concrete.
  - d) Ornaments, such as statues, sculptures, bird baths, fountains, etc. that are of a size proportional to the surrounding landscape and composed of natural wood, wrought iron, brick, stone, clay, pottery, brass or concrete.
- 4.15.15.1 The test for permissibility of such items will be the extent to which they blend into the overall landscape of the surrounding properties and meet the will of the community expressed through the Board. This may require the subjective judgment of the ACC. However, the ACC intends to judge the item on the extent to

which it blends or stands out, not on its artistic nature.

4.15.16 The following items are unacceptable for unfenced areas:

- a) Any item composed of unacceptable material.
- b) Any item that can be considered playground equipment or children's toys, such as swings, slides, seesaws, etc.
- c) Brightly painted items, the color of which makes them sufficiently conspicuous so as to be incompatible with the surrounding properties.
- d) Any item greater than 8 feet tall (except basketball goals).

4.16 **Article V Section 16. Signs, Advertisements, Billboards:** No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the properties or any Lot except one small sign for each building site advertising the property for sale or rent. Declarant shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said Lots and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

4.16.1 No advertising of any kind allowed except for one "for sale" or "for rent" of the traditional size for residential properties, save and except other signs specifically mentioned in these ACC Guidelines.

4.16.2 A variance may be granted for the placement of a sign in public view indicating the installation of a home security system if an Application for Improvement Request is submitted by the lot owner. Actual installation of a home security system is not a requirement to obtain such variances. No other variances for signs are permitted.

4.16.3 The Board will generally offer variances when the requested sign fulfills a broad and consensual community interest.

4.16.4 Garage sale, direction giving and open house signs are permissible. They may be placed on public and private property (with the owner's permission). They may be posted for a maximum of 48 hours. If an owner or resident wants one of these types of signs more than one time per month, he or she shall apply to the ACC for permission.

4.16.5 The Board will not approve signs that approve or endorse a product or company.

4.16.6 Real estate signs must be removed within a reasonable time when the home is sold or rented.

4.16.7 Signs may not be lighted in any way.

4.16.8 The addition of decorative items (balloons, ribbons, etc) is not allowed.

4.17 **Article V Section 17. Removal of Dirt and Trees.** The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut except to provide

room for construction of improvements or to remove dead or unsightly trees.

- 4.17.1 The Board recognizes the restrictions on tree removal as an effort to protect the attractiveness of the Brook Forest community by protecting trees as a natural, appealing, and expected component of the community. The Board also recognizes situations in which it is necessary and prudent to remove trees.
  - 4.17.2 The Board may provide a variance to Section 17, Removal of Dirt and Trees if
    - a) The trees are causing immediate or potential harm to home and/or garage structures, swimming pools, driveways or sidewalks.
    - b) The trees are diseased and cannot be cured with reasonable care.
  - 4.17.3 Trees infected with Pine Park Beetles must be removed.
  - 4.17.4 The Board may require professional opinions to be provided by the homeowner and at the homeowner's expense when considering grounds for a variance.
  - 4.17.5 The Board may suggest use of other options, such as root barriers.
  - 4.17.6 The Board may reject an application for a variance if, in the opinion of the Board, pruning may solve immediate or potential problems.
  - 4.17.7 Removal of individual trees requires ACC approval prior to removal except in the case of a safety or risk hazard.
  - 4.17.8 Removal of multiple live trees from a single property, for other than construction purposes, without suitable replacement trees will not be approved.
  - 4.17.9 In general, the addition or movement of trees, shrubs and other live items of landscaping is acceptable without a formal review by the ACC. Exceptions are as follows:
    - a) Landscaping that is, or will act as, a non-conforming fence
    - b) Items that obstruct access to a vital community service (such as fire
    - c) hydrants)
    - d) Items that obstruct visibility causing a hazard to vehicular or
    - e) pedestrian traffic
    - f) Items that create a hazardous condition
  - 4.17.10 If tree removal is necessary, either by ACC or home owner request, and the tree is in the public view, it shall be removed so that there is no readily visible remnant of the stump. The preferred method is to have the stump ground below grade as part of the tree removal and the area sodded or mulched over as part of the existing landscaping. Cutting the stump to ground level and hiding it from view with landscaping is also acceptable provided that it remains invisible year round.
- 4.18 **Article V Section 18. Antennae.** No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed,



placed or permitted to remain on any Lots, houses or buildings constructed in this subdivision. Television antennae may be attached to the house; however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street.

4.18.1 Antennae are restricted to those receiving normal television signals.

4.18.2 Satellite dishes with a maximum diameter of 18 inches may be installed as per FCC rules.

4.18.3 The homeowner must be reasonable in the approach to installation. All attempts must be made to place the dish/antennae in a location as to benefit the neighborhood while achieving appropriate reception. The preferred location is inside the home's attic. After that any location that hides the dish/antennae from public view is acceptable. Dish mounting that would be visible from the front streets on interior lots or from the side or front streets on corner lots are permissible if all other possibilities have been exhausted.

4.18.4 No electronic dish larger than one 18 inches in diameter in order to receive a satellite signal designed for television viewing may be permitted to be mounted, installed or erected higher than six feet above the grade of the lot. Such a dish must be located at the rear of the residential dwelling and is not permitted if it is visible from any fronting or side street or adjacent lot from a height of six feet or less.

4.18.5 Dishes and antennae must be located and secured so that they do not jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near antennas, including damage or injury resulting from wind velocity based upon a unique location.

4.18.6 Owners shall not permit their dishes or antennas to fall into disrepair or to become safety hazards.

4.18.7 Owners shall be responsible for repainting or replacement if the exterior surface of dishes or antennas deteriorates.

4.18.8 Dishes situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping or fencing if an acceptable quality signal can be received from such placement. If no such existing landscaping or screening exists, the Association may require the dish to be screened by new landscaping or screening of reasonable cost.

4.18.9 Installation of a transmission antenna or amateur radio antenna is prohibited.

4.19 **Article V Section 19. Roofing Material.** The roof of any building shall be constructed or covered with (1) wood shingles, (2) asphalt or composition type shingles having a minimum weight classification of 275 pounds per square, comparable in color to weathered wood shingles and comparable in surface textural appearance to wood shingles; the decision of such comparison rests with the Architectural Control

Committee, or (3) crushed marble, slag or pea gravel set in a built up type roof on roof surfaces not visible from the fronting street. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

4.19.1 Homeowners are subject to city and state laws governing wood shingles..

4.19.2 All asphalt/composition-type shingles used must have, at minimum, a warranty period of at least 30 years.

4.19.3 The factor that measures longevity of composition shingles may change as a manufacturing standard or measurement. The Board will approve roofing applications that specify quality that meets or exceeds the 30 years, or 275 lb. specifications.

4.19.4 Heavy tile that is harmonious in color and style with the structure and neighborhood is an acceptable roof.

4.19.5 Built-up type roofs utilizing crushed marble, slag or pea gravel may be used where not visible from the street.

4.19.6 The Board may approve other roof materials at their sole discretion. The purpose of this guideline is to allow consideration of modern roofing materials. The Board may consider the appearance and longevity of the roofing material.

4.19.7 N/A

4.19.8 All roof replacements must be approved in advance by the ACC.

4.19.9 Drip edges and gutters must be painted uniformly to match or coordinate with the exterior walls and trim of the structure.

4.19.10 Any noticeably missing or severely damaged roofing material must be replaced with matching material in color and composition. Existing heavy tile may be granted an exception for maintenance in order to maintain the harmony and texture of the property.

4.19.11 Any noticeably rusting valleys, gutters, roof jacks, etc. must be restored to matching condition by replacement, repair or repainting.

4.19.12 These are permitted on the roof of the house, but must be positioned so they may not be seen from the fronting street. Roof ridge vents are acceptable provided they are covered with matching shingles.

4.20 **Article V Section 20. Underground Electrical Service.** An underground electric distribution system will be installed in that part of Brook Forest Subdivision, Section One, designated Underground Residential Subdivision, which shall embrace all Lots in Brook Forest Subdivision, Section One. The Owner of each Lot in the Underground Residential subdivision shall, at his own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National

Electrical Code) underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as a single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable) upon Declarant's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwellings and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Declarant has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the company the sum of (i) \$1.00 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (ii) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

Currently, there are no additional guidelines for the Section 20 deed restriction.

- 5 ITEMS LISTED BELOW ARE INTERPRETED BY THE BOARD TO RELATE TO ONE OR MORE OF THE DEED RESTRICTIONS OF THE BROOK FOREST SECTIONS. THEY PERTAIN TO STRUCTURAL CONSIDERATIONS, HOME AND LOT MAINTENANCE, OVERALL ATTRACTIVENESS AND APPROPRIATENESS, NUISANCE, AND SAFETY CONSIDERATIONS.**

### **BASKETBALL GOALS**

The following guidelines apply:

1. The goal must be located to the rear of the centerline of the house, defined as follows: Locate a line that represents the front line of the house. Locate a second line that represents the rear line of the house. The centerline is the line mid-way between these two and parallel to them. The ACC will make the final decision in questionable situations.

2. In some cases, because of the design of the home or its orientation on the property, it is not possible to erect a goal anywhere in the front of the garage. In such cases, the homeowner must erect the goal in the back yard.

3. Basketball goal posts, backboards, nets and hoops must be properly maintained and nets that are torn or missing must be replaced. Colors for these components must be compatible with other structures and the landscaping of the neighborhood. Bright, fluorescent, colors (particularly nets) will not be allowed.

4. Portable basketball goals are acceptable provided they adhere to all other requirements, including the centerline set back. It is not permitted to locate a portable goal in front of the house centerline.

5. A maximum of 2 goals is permitted on a property. Both must meet the guidelines set forth above.

6. Temporary goals that are left out more than 48 hours will be considered permanent goals and must comply with the above requirements for permanent and portable goals.

#### **OTHER SPORT AND/OR GAME APARATUS**

All sporting and or game equipment, besides basketball backboards, must be located at the rear of the home and completely screened from public view. Temporary placement of such equipment is permitted on driveways. Temporary is interpreted to mean 'while in use'.

#### **PLAY STRUCTURES**

Children's swing and play structures whose main components do not exceed 8 feet in height will be permitted in the enclosed portion of the yard regardless of the material. Tree houses cannot exceed the 8-foot height restriction and must not violate other guidelines applied to play structures. Small covers (e.g. tarps) intended to provide shade for these structures will be permitted provided their height is reasonable relative to the main structure and their color(s) are in harmony with the surrounding neighborhood.

Tree forts must not be in public view and must not be a visual annoyance to neighbors.

Play structures whose main components do not exceed 8 feet in height will be permitted in the enclosed portion of a yard regardless of the material used in construction of the structure. These structures are subject to other guidelines contained in this document.

The ACC is aware that these items are quality of life items and that the restrictions as stated above may totally restrict the use of these items. The ACC will consider requests to install these items. The ACC will first consider alternatives and then variances, possibly with specific specifications.

## **BIRD HOUSES**

Bird houses are acceptable if the total height (pole plus bird house) does not exceed 12 feet above the ground, is painted a neutral/earth shade color and is composed of wood or a wood product. These must be within the fenced area of the property and no more than 2 birdhouses are permitted per property.

## **FLAG POLES**

Flag poles temporarily mounted in the ground, which are less than 8 feet in height are acceptable without ACC approval. A flag pole mounted on a house, garage, tree or other structure is acceptable provided the pole length does not exceed 6 feet and the top-most part of the pole does not extend to a point higher than the highest point of the structure on which it is mounted. Flag poles attached to mail box posts may extend beyond the height the posts.

## **GRILLS, SMOKERS, COOKERS, AIR CONDITIONERS**

These and other such appliances, installed or moved after initial construction of the home, must be shielded from view if not placed within the fenced area of the property. If shielding is done with living plants, trees, bushes or shrubs, they must provide complete and effective shielding year round. The requirement to shield air conditioners will be waived if such shielding inhibits the performance of the air conditioner.

## **WEATHER VANES**

Weather vanes are permitted if they are either painted metal or wood, are mounted on the garage roof and are a typical height. Weather vanes with unusual height are not acceptable.

## **POOL, DECK, ARBORS, SUN SHADES, PATIO COVERINGS**

These and similar structures are acceptable so long as they are either less than 8 feet in height or permanently attached to the home along one full side of the new structure. Structures that are an integral part of a deck may be constructed with a height limitation measured from the most advantageous position for the homeowner. This situation will exist only in such cases where a sloping ground line permits a structure to be built that exceeds the height limitation where it stands, but is (by appearance and materials) an integral part of the deck structure.

Decks and patios are not restricted in area.

The ACC will approve deck and patio covers that are, in the opinion of the ACC, attractive and an improvement to the neighborhood. The covers are subject to height restrictions and are not to be visible for front or side roadways unless that visibility is approved by the ACC. Patio umbrellas without excessively large canopies or awnings are acceptable up to the 8-foot height limit. These must be portable and are not to be fixed to the ground or the house.

## **OTHER SHADE ITEMS**

Items made of canvas, nylon or other fiber material that provide shade and/or shelter are acceptable for play structures, etc. provided the height of those items is relative to the 8 feet height limit for the structure. Greater heights are permitted for such items as tents, awnings, canvas gazebos, etc. provided their use is temporary for special events not to exceed brief periods (maximum 48 hours). Such use shall be restricted to areas within the fenced portion of the yard.

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

## HOLIDAY DECORATIONS

Holiday decorations are both permitted and encouraged and will not require approval by the ACC. However, decorations must not be installed sooner than 30 days prior to, and must be removed within two weeks after, the holiday for which they are intended. The ACC, through the Property Manager, may require a display to be "toned down" in the event that such decorations are determined to be excessive (i.e. beyond what might be reasonably acceptable to neighbors) or are the cause of excess traffic and congestion.

## HEIGHT LIMITS

The height limits identified in the deed restrictions and/or the guidelines are in keeping with the general desire to minimize the visibility of freestanding improvements from surrounding properties or public thoroughfares. Improvements, which are attached to the existing structure, cannot extend above the roof of the existing structure or two stories, whichever is less. Improvements, which in the ACC's opinion, are attached to an existing structure solely for the purpose of circumventing these Guidelines will not be approved. An example of this would be attaching a play structure greater than eight foot high to the garage.

## ITEMS ON FRONT PORCHES

In general, items kept on porches will not require written permission. The ACC requires that such items be kept in the same quality of repair as is required of the home and property and reserves the right to review at its discretion.

## SWINGS

Swings are permitted forward of the front line of the house. They must be well maintained. Children's playsets and swings are not permitted forward of the front line of the house.

## 6 COMPLIANCE TIMES

It is expected that homeowners will need a reasonable period of time in which to rectify deviations from these guidelines and/or the CCRs for which they have been cited. Unless the property owner receives an extension of time to comply from the Management Company, the following compliance guidelines will apply.

- ◆ Structural deviations, including inadequate maintenance, shall be corrected within 30 days of notification.
- ◆ Inadequate yard or lot maintenance or violation of animal restrictions shall be corrected within 10 days of notification.
- ◆ Removal of non-permitted signs shall be required immediately upon notification of the deviation.
- ◆ Start of structure, fence, concrete, and other non-lawn repair or maintenance activities must begin with a two weeks period following notice of violation. The homeowner may receive a variance from the guideline by contacting the management company and identifying repair or maintenance plans and schedules.

AFTER RECORDING, PLEASE RETURN TO:  
Brook Forest Community Association  
C/O Houston Community Management  
18333 Egret Bay Blvd., Suite 445  
Houston, Texas 77058

✓

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 the number Subpages 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

SEP 28 2007

FILED FOR RECORD  
8:00 AM

SEP 28 2007

Page 27 of 27

Final Approved Property Guidelines for 2007



*Barbara L. Hayward*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Barbara L. Hayward*  
County Clerk, Harris County, Texas

3  
Notice  
K

**DEDICATORY INSTRUMENTS**  
**FOR**  
**BROOK FOREST COMMUNITY ASSOCIATION, INC.**

THE STATE OF TEXAS               §  
  §  
COUNTY OF HARRIS               §

BEFORE ME, the undersigned authority, personally appeared Karen Langhart, who, being by me first duly sworn, states on oath the following:

My name is Karen Langhart. I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Manager of the Brook Forest Community Association, Inc. Pursuant to Section 202.006 of the Texas Property Code, the following documents (indicated by an "x"), in addition to the previously recorded Declarations, Covenants and Conditions for the Brook Forest Community Association, Inc., are Dedicatory Instruments of the Association:

- \_\_\_\_\_ Articles of Incorporation
- \_\_\_\_\_ Bylaws
- \_\_\_\_\_ Architectural Guidelines
- \_\_\_\_\_ Exterior Maintenance Guidelines
- \_\_\_\_\_ Rules and Regulations
- x   Resolution

DATED this   26   of   September  , 2013.

BROOK FOREST  
COMMUNITY ASSOCIATION, INC.

*mflee*

By: *Karen Langhart*  
Karen Langhart, Association Manager

Please Return Recorded Document  
Houston Community Management Services  
17049 El Camino Real #100  
Houston, Texas 77058

11/01/2013 08:58:48

SUBSCRIBED AND SWORN TO BEFORE ME by the said Karen Langhart on this 1 day of October, 2013.



*Marianne Nelson*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

THIS INSTRUMENT was acknowledged before me on this the 1 day of October, 2013, by Karen Langhart, as Manager of the Brook Forest Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



*Marianne Nelson*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

HP 009-38-0541



**RESOLUTION  
of the Board of Directors  
Brook Forest Community Association  
for  
COVENANTS COMPLIANCE INSPECTION**

**WHEREAS**, The Board of Directors for the Brook Forest Community Association has determined to establish a covenant compliance policy in conjunction with the unit being transferred to a new owner.

**WHEREAS**, Article VII Section 1 (a) of the Bylaws specifically permits the Board of Directors to adopt and amend rules within the Association.

**NOW THEREFORE, BE IT RESOLVED THAT** at the time of each transfer of Unit ownership, the Association shall require a Covenant Compliance Inspection of the Unit in conjunction with the Association related disclosure process. Such inspections will be coordinated through and conducted by Houston Community Management Services. All fees associated with resale, including said inspection shall be the responsibility of the real estate transaction parties, and not the Association.

**IT IS FURTHER RESOLVED** that this COVENANTS COMPLIANCE INSPECTION requirement is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing Resolution was adopted by the Board of Directors at a meeting of same on June 21, 2012 and has not been modified, rescinded or revoked.

Date: 6-21-2012

President Susan Maki

Print name: Susan MAKI

Secretary Deborah A. Gaskley

Print Name Deborah A. Gaskley

HP 089-38-0542

009-30-0543

**FILED FOR RECORD  
8:00 AM**

**NOV -1 2013**

*Stan Stewart*  
**County Clerk, Harris County, Texas**

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

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

**NOV -1 2013**



*Stan Stewart*  
**COUNTY CLERK  
HARRIS COUNTY, TEXAS**

1  
page  
B

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE

2

1. NAME OF SUBDIVISION: Brook Forest Community Association, Inc.  
2. NAME AND ADDRESS OF ASSOCIATION: Brook Forest Community Association, Inc.  
c/o Houston Community Management Services  
17049 El Camino Real Suite 100  
Houston, Texas 77058

20130635495  
12/23/2013 RP1 \$16.00 P

3. RECORDING DATA FOR SUBDIVISION: Brook Forest, Section One, a subdivision in Harris County, Texas, according to the plat recorded in volume 190, Page 124 of the Map Records of Harris County, Texas. ll

4. RECORDING DATA FOR ASSOCIATION DECLARATION:  
NAME OF INSTRUMENT: Declaration of Covenants, Conditions and Restrictions

5. AS OF THIS DATE AND UNTIL FURTHER SUPPLEMENTATION IN THE EVENT OF AN ADDRESS CHANGE, THE MAILING ADDRESS FOR THE ABOVE-NAMED ASSOCIATION IS:

Houston Community Management Services  
17049 El Camino Real Suite 100  
Houston, Texas 77058  
Phone: 832-864-1200 ll

6. OTHER INFORMATION THE ASSOCIATION CONSIDERS APPROPRIATE:  
Prospective purchasers are advised to independently examine the Declaration, By-Laws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

Signed this 14 day of November, 2013.

Brook Forest Community Association, Inc. ll  
By: LeJean Griffith  
Duly Authorized Agent

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 14, 2013, by LeJean Griffith,  
duly authorized agent for Brook Forest Community Association Inc., on behalf of said association.

Marianne Nelson  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Houston Community Management Services  
17049 El Camino Real Suite 100  
Houston, Texas 77058 ✓



RP 009-97-0926

HP 009-97-0927

FILED FOR RECORD  
8:00 AM

DEC 23 2013

*Stan Stewart*  
County Clerk, Harris County, Texas

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

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

DEC 23 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Notice

U150182

529-90-1466

RECORD OF DEDICATORY INSTRUMENTS (PURSUANT TO PROPERTY CODE § 202.006)

Brook Forest Community Association, Inc.

Number of Units 1023  
Declaration File Code 0593009  
Declaration Film Code 144-31-1992

Items attached to be filed:  
By - Laws 11  
Rules and Regulations  
Articles of Incorporation 6  
Architectural Control Guidelines 10  
TOTAL # OF PAGES TO BE FILED: 28

12/29/99 101227021 U150182 \$63.00

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006 OF TITLE 11 OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Rhonda Major, PCAM, who, being duly sworn according to law, stated the following under oath:

"My name is Rhonda Major. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am Head of Operations for Bay Area Property Management, Inc., the management team for Brook Forest Community Association, Inc., a Texas Non-profit Corporation (the "Association"). I am also a custodian of the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit.

63  
D

The Association is a "property owners' association" as that term defined in Title 11 of the Texas Property Code. The Association's jurisdiction includes, but may not be limited to a subdivision in Harris County, Texas, according to the plat recorded in Volume 190, Page 124 of the Map Records of Harris County, Texas, and any additional properties that may hereafter be brought within the jurisdiction of this Association.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded. The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 1120 Nasa Road One #205, Telephone No. 281-333-4177.

Ret

SIGNED on this the 15<sup>th</sup> day of December, 1999.

BAPM  
1120 Nasa Rd One  
Ste 205  
Houston, TX 77258

Rhonda Major  
Rhonda Major, PCAM, Head of Operations  
for Bay Area Property Management, Inc.

VERIFICATION

THE STATE OF TEXAS  
COUNTY OF HARRIS

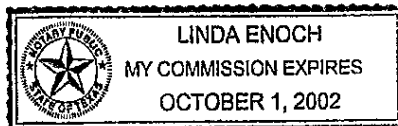
BEFORE ME, the undersigned authority, on this day personally appeared Rhonda Major, PCAM, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 15<sup>th</sup> day of December, 1999.

Linda Enoch

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Linda Enoch



POLICY MANUAL

Number: ARC-10

Issued: June 18, 1992

Revision November 20, 1997

DEED RESTRICTIONS SUMMARY

Page 1 of 3

The following is a summary of the deed restrictions for all lots in Brook Forest. This summary highlights the parts of each deed restriction that usually concerns most lot owners. For more information, the covenants and restrictions associated with each individual lot should be reviewed. *lll*

These restrictions are enforced by the Brook Forest Community Association through its Board of Directors, the Architectural Review Committee and professional management assistance retained by BFCA. BFCA has and will use legal action, when needed, to enforce these deed restrictions. Texas law permits BFCA to recover from deed restriction violators all legal costs it incurs in enforcing its deed restrictions.

#### SECTION 1, SINGLE FAMILY RESIDENTIAL CONSTRUCTION

This section governs houses and garages, including height and number of stories. Only detached, single family residences not to exceed two stories are allowed. Garages may be attached or detached, cannot exceed 3 cars and cannot be over 2 stories nor may they exceed the house in height or number of stories.

#### SECTION 2, ARCHITECTURAL REVIEW

No building or improvement of any type may be done without the prior approval of the Architectural Review Committee. Improvements include swimming pools, spas, storage buildings, garages, drives, walks, landscaping, gazebos, exterior painting, new siding, roof replacement, new brick, fences, antennae or any other improvement that alters the appearance of the lot. All improvements must (1) be in harmony with existing structures and (2) comply with all BFCA deed restrictions.

#### SECTION 3, MINIMUM SQUARE FOOTAGE

Single story houses shall not be less than 1,700 square feet. Two story houses shall not be less than 2,000 square feet with at least 1,200 square feet on the ground floor.

#### SECTION 4, LOCATION OF IMPROVEMENTS ON LOT

This section is very explicit and should be read carefully. Buildings are restricted as to their distance from the lot lines.

#### SECTION 5, COMPOSITE BUILDING SITES

This section outlines the restrictions on consolidating adjoining lots into one single-family resident building site.

#### SECTION 6, UTILITY EASEMENTS

Structures are not allowed on utility easements. Easements can be crossed by driveways and walkways by making arrangements with the impacted utility company.

**SECTION 7, PROHIBITION OF OFFENSIVE ACTIVITIES**

No activity is allowed that is not related to single family residence purposes.

No noxious or offensive activities are permitted. Examples would include recurring loud noise/music; traffic producing activities; the parking of vehicles on the grass in public view; and recurring vehicle repair in public view.

Nothing is allowed which is an annoyance or nuisance to the neighborhood. Examples would include failure to maintain healthful and sanitary condition.

**SECTION 8, STORAGE OF AUTOS, BOATS, TRAILERS, ETC.**

No boats, trailers, campers, buses, inoperative vehicles, camp rigs, off truck or boat rigging shall be kept on the street or on driveways. Storage of such must not be in public view.

**SECTION 9, TEMPORARY STRUCTURES**

No mobile home, trailer, tent, shack, garage or other outbuilding shall be used as a residence at any time. Portable storage buildings must be approved by the Architectural Control Committee, and cannot exceed 8 feet in height and 100 square feet in area.

**SECTION 10, ANIMALS**

Only dogs, cats, or other common household pets are allowed. Up to 2 in each category are allowed per residence. No animals or fowl may be kept or bred for commercial purposes. No pets are allowed which are an annoyance to vicinity residents. See Section 7, also.

**SECTION 11, WALLS, FENCES & HEDGES**

Must not be over 3 feet high if between the street and the residence structure. On side and rear, the height limit is 6 feet. All rear fences must be within 12 inches of the rear property line. (See ARC-20 and ARC-60)

**SECTION 12, VISUAL OBSTRUCTIONS AT INTERSECTIONS**

Sight lines between 2 and 6 feet in elevation within the 25 foot equidistant triangle formed at each street corner on corner lots shall not be obstructed.

**SECTION 13, VISUAL SCREENING**

Yard equipment, woodpiles, storage piles and the drying of clothes must be screened from public view.

**SECTION 14, SIDEWALKS**

This section is specific with respect to placement, width and materials. It should be reviewed in detail before any changes are planned.

#### SECTION 15, LOT MAINTENANCE

Lots shall be kept at all times in a sanitary, healthful, and attractive condition. Storage of material and equipment except for normal residential requirements is not allowed. Burning of trash, garbage or rubbish is not permitted.

#### SECTION 16, SIGNS

No signs or advertising structures of any kind are allowed except for one "For Sale" or "For Rent" sign not to exceed 24 inches by 34 inches. (See variance permitted for home security signs under the YARD & LOT MAINTENANCE/APPEARANCE Section of ARC-20 PROPERTY STANDARDS.)

#### SECTION 17, REMOVAL OF DIRT & TREES

Digging or removal of dirt is prohibited except as necessary in conjunction with approved improvements. No live trees shall be cut except to provide room for approved improvements.

#### SECTION 18, ANTENNAE

Only antenna which receive television signals are allowed. Such antennae must not be visible from the streets and large, dish type antennae larger than one meter in diameter must not be installed higher than six feet above grade nor be visible from the streets and adjacent lots at a height of six feet or less.

#### SECTION 19, ROOFING MATERIAL

All roofs must be (1) wood shingles or (2) asphalt/composition shingles with a minimum warranty period of 30 years and approximating weathered wood in both color and surface textural appearance. Triple tab asphalt shingles are not considered to have comparable surface textural appearance to wood shingles. Built-up type roofs utilizing crushed marble, slag or pea gravel may be used where not visible from the street. All roof replacements must be approved in advance by the Architectural Review Committee. They may approve other roof materials at their sole discretion.

#### SECTION 20, UNDERGROUND ELECTRICAL SERVICE

This section outlines the responsibilities of the electric company and the lot owner for the underground electrical service.



POLICY MANUAL

Number: ARC-20

Issued: June 18, 1992

Revision: November 20, 1997

PROPERTY STANDARDS

Page: 1 of 6

---

The following property standards are consistent with the deed restrictions applicable to each lot in Brook Forest. The intent of these standards is to provide for uniform enforcement of the deed restrictions in order to enhance property values for all lot owners in Brook Forest.

These standards do not cover all of the deed restrictions. These standards reflect the most frequent questions concerning our deed restrictions. The 20 deed restriction sections in Article 5 of the covenants, conditions and restrictions associated with each lot in Brook Forest should be consulted for additional information.

### ROOFS AND GUTTERS

Heavy tile that is harmonious in color and style with the structure and neighborhood is an acceptable roof.

All asphalt/composition-type shingles used must have, at minimum, a warranty period of at least 30 years and shall be comparable in color to weathered wood shingles and comparable in surface textural appearance to wood shingles. Triple tab asphalt shingles are not considered to have comparable surface textural appearance to wood shingles. Built-up type roofs utilizing crushed marble, slag or pea gravel may be used where not visible from the street. All roof replacements must be approved in advance by the Architectural Review Committee. They may approve other roof materials at their sole discretion.

Drip edges and gutters must be painted uniformly to match or coordinate with the exterior walls and trim of the structure.

Any noticeably missing or severely damaged roofing material must be replaced with matching material.

Any noticeably rusting valleys, gutters, roof jacks, etc. must be restored to matching condition by replacement, repair or repainting.

The above standards are covered by Sections 2, 7, and 19 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 30 days for painting and 60 days for repairs/replacement.

## STRUCTURES

All non-brick, structure exterior surfaces must be kept painted/stained, and the color(s) must be harmonious with the neighborhood. Such sidings shall be kept reasonably clean.

Any noticeably peeling, splotchy, mildewed, etc. paint/stain on non-brick exterior surfaces must be restored. This rule applies to brick exterior surfaces which have been uniformly painted.

Any noticeably splotchy or mildewed brick exterior surfaces must be restored.

Any siding material (brick, wood, vinyl, etc.) must be uniform in materials and color. Any noticeably missing or damaged sections shall be repaired.

Stained or tinted windows/doors must be harmonious in color and appearance with the structure and neighborhood.

Noticeably damaged or hazed windows shall be replaced.

Mail boxes and mail box structures should be kept in good repair. Their color and style must be harmonious with the residential structure and the neighborhood.

Exterior colors should be subdued and not bright or "loud" enough to constitute an annoyance or nuisance in the neighborhood. Earth tones are the standard.

All exterior improvements, including painting, require the prior approval of the Architectural Control Committee.

Tree forts must not be in public view and must not be a visual annoyance to neighbors.

The above standards are covered by Sections 2 and 7 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 30 days.

## VEHICLES & EQUIPMENT

No boats, trailers, campers, camping rigs removed from the vehicle, boat rigging, buses, inoperative vehicles, equipment, etc. shall be parked or stored continuously or intermittently in public view in excess of 72 consecutive hours. These 72 hours begin at the hour that such item is first placed in public view, and does not restart until the item is removed from public view for at least 48 hours. Such items must be garaged or screened by an approved structure in order to be parked or stored in excess of 72 hours.

No boats, trailers, vehicles, equipment, etc. shall be parked off of paved areas in public view. Storage of such items must not be an annoyance to neighbors.

No vehicles or equipment shall be allowed to impede the public right-of-way (e.g., blocking sidewalks).

The above standards are covered by Sections 7, 8, and 13 of our deed restrictions. Expected compliance time from the date of an official notification letter is 10 days.

## YARD & LOT MAINTENANCE/APPEARANCE

Yards and paved areas shall be kept at all times in a neat and attractive appearance, and free from potentially dangerous objects. Yard maintenance includes regular mowing, trimming, edging, pruning and the removal of trash and debris.

The street gutter at the intersection of the curb and street shall be kept free of litter and plant growth.

An intentional "natural" look shall be carefully maintained and weeded regularly. Such a look is discouraged and may be deemed an annoyance by the neighborhood.

Cracks/joints in sidewalk, driveway and curb sections shall be weeded regularly and kept free from excessive plant growth.

Yard equipment, bicycles, toys, etc. shall not be left in the public right-of-ways (e.g., on sidewalks) or in public view.

Exterior decorations shall be removed within four weeks following a holiday.

No signs or advertising of any kind are allowed except for one "for sale" or "for rent" sign not to exceed 24 inches by 34 inches.

A variance shall be granted for the placement of a sign in public view indicating the installation of a home security system if:

- (a) An Architectural Review Application seeking a variance for installation of a sign is made by the lot owner
- (b) The sign is no larger than 12" x 12" in size
- (c) The top of the sign is placed no higher than three (3) feet above grade
- (d) The sign is placed within five (5) feet of the door, gate, or other entry to the lot owners building or fenced yard, and is placed upon the lot owner's property.

No more than two such signs shall be permitted per home site. Signs not in public view are exempt from the deed restriction. Actual installation of a home security system is not a requirement to obtain such variances. No other variances for signs are permitted.

Tree limbs and shrubs must not impede the sidewalk or street traffic. For tree limbs, a clearance height of at least 8 feet over the sidewalk and street must be maintained (this is covered by a City of Houston ordinance).

The above standards are covered by Sections 7, 15, and 16 of our deed restrictions. Expected compliance time of an initial notification is 5 days for signs and items left in right-of-ways and 10 days on the other standards.

## FENCES

All fences must meet the height and location requirements of Section 11 of our deed restrictions. Fences may be up to, but not higher than eight (8) feet.

Fences must be harmonious with their neighborhood in design, color, and appearance. Their structural integrity must be maintained, and they shall be kept in good repair at all times.

Wood and ornamental iron are preferred fence materials. Chain link is not acceptable at any location. In any event, fence material and color must be in harmony with its neighborhood.

The above standards are covered by Sections 2, 7, and 11 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 30 days.

## PAVED AREAS

All paved areas should be kept in good repair. This includes sidewalks and driveways. Uneven sections in sidewalks and driveways should not pose a safety hazard to residents.

Any completely missing or severely damaged curb sections should be repaired.

The integrity of the curb section around any discharge drainage pipe must be maintained.

The above standards are covered by Sections 7 and 14 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 10 days.

## ANTENNAE

Antennae are restricted to those receiving normal television signals. They should not be constructed, erected, or placed in any manner visible from the fronting streets on interior lots nor visible from the fronting or siding streets or corner lots.

## SATELLITE DISHES

Digital satellites of one meter or less in diameter should be mounted out of public view. If they must be mounted in public view in order to receive an "acceptable quality signal" the mounting and the dish should be attached below the ridge line of the house or garage. The dish and mounting are to be screened from public view.

Suggested locations are:

1. Postmounted no higher than eight (8) feet in the backyard of the home. Post cannot be mounted on easements.
2. Mounted on the rear eave of the home, but must be below the ridgeline of the home.
3. Mounted on the interior side facia of the garage not above the ridgeline of the garage.

529-90-1475

ARC-20 Page 6 of 6

No electronic dish larger than one meter in diameter in order to receive a satellite signal designed for television viewing may be permitted to be mounted, installed or erected higher than six feet above the grade of the lot. Such a dish must be located at the rear of the residential dwelling and is not permitted if it is visible from any fronting or side street or adjacent lot from a height of six feet or less.

The above standards are covered by Sections 7, 13, and 18 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 10 days.

#### MISCELLANEOUS

Trash cans shall be kept out of public view on non-trash pickup days. Trash cans should be stored in a structure or hidden from public view by some form of approved screening.

The above standards are covered by Sections 7, 13, and 15 of our deed restrictions. Expected compliance time from the date of an initial notification letter is 10 days.

529-90-1476

ARTICLES OF INCORPORATION  
OF  
BROOK FOREST COMMUNITY ASSOCIATION, Inc.

FILED  
In the Office of the  
Secretary of State of Texas  
JUN 2 1972  
*Bill King*  
Deputy Director, Corporations Division

STATE OF TEXAS |  
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

CORPORATE NAME

This corporation shall be known as BROOK FOREST COMMUNITY ASSOCIATION, INC. and by and under such name it shall conduct and transact all its business.

ARTICLE II

CORPORATE ADDRESS AND AGENT

The post office address of the corporation's initial registered office is 800 Bell Avenue, Houston, Texas, and the name of its initial registered agent at such address is B. P. Pierce.

ARTICLE III

CORPORATE STATUS

The corporation is a non-profit corporation.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The corporation is formed for the purposes of providing for maintenance and preservation of the properties subject to the Covenants, Conditions and Restrictions applicable to Brook Forest, Section One, a subdivision in Harris County, Texas, according to the plat recorded in Volume 190, Page 124 of the Map Records of Harris County, Texas, and any additional properties that may hereafter be brought within the jurisdiction of this

529-90-1477

Association and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded under File Number D593009, Official Public Records of Real Property of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;



(3) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law now or hereafter have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the corporation to do any act in violation of said Non-Profit Corporation Act, and all such objects or purposes are subject to such Acts.

#### ARTICLE V

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any property which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members.

The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be Friendswood Development Company, the Declarant, as defined in the Declaration, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1981.

The Class A and B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of seven (7) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Pope B. Shealy	1000 Bay Area Blvd., Houston, Tex. 77058
L. J. Pezoldt	1000 Bay Area Blvd., Houston, Tex. 77058
George B. Meriwether	1000 Bay Area Blvd., Houston, Tex. 77058
M. D. Price	1000 Bay Area Blvd., Houston, Tex. 77058
Dwight E. Cassell	1000 Bay Area Blvd., Houston, Tex. 77058
D. H. Gregg	800 Bell Street, Houston, Tex. 77002
B. P. Pierce	800 Bell Street, Houston, Tex. 77002

At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years and three directors for a term of three years; and at annual meetings thereafter, the members shall elect directors for three-year terms as needed to restore Board membership to seven directors.

#### ARTICLE VIII

##### INCORPORATORS

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Charles L. Peace	1000 Bay Area Blvd., Houston, Tex. 77058
L. J. Pezoldt	1000 Bay Area Blvd., Houston, Tex. 77058
George B. Meriwether	1000 Bay Area Blvd., Houston, Tex. 77058

ARTICLE IX  
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members as such memberships exist at the time of dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X  
DURATION

The corporation shall exist perpetually.

ARTICLE XI  
AMENDMENTS


Amendment of these Articles shall require the assent of 75 per cent of the entire membership.

ARTICLE XII  
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 2<sup>nd</sup> day of May, 19 77.

  
Charles L. Pence

  
L. J. Pezoldt

  
George A. Meriwether

STATE OF TEXAS  
COUNTY OF HARRIS

I, the undersigned authority, a Notary Public in and for Harris County, Texas, do hereby certify that on the 2nd day of May, 1972, personally appeared CHARLES L. PENCE, L. J. PEZOLDT and GEORGE B. MENIWETHER, who being by me each first duly sworn, each declared that he is one of the persons who signed the foregoing instrument as an incorporator and that the statements therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

John Blane  
Notary Public in and for  
Harris County, Texas

JANE BLANE  
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS  
MY COMMISSION EXPIRES JUNE 1, 1973

BY-LAWS  
OF  
BROOK FOREST COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is BROOK FOREST COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Brook Forest Community Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, for Brook Forest, Section One, a subdivision in Harris County, Texas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Friendswood Development Company, an Arizona corporation, its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk, Harris County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Commercial Unit" shall contain ten thousand (10,000) square feet of commercial land and shall be the equivalent of one Lot for purposes of membership, voting rights and assessment in and by the Association.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the 1st of March, 1973, and each subsequent regular annual meeting of the members shall be held on the anniversary dates, at the hour of eight o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first following business day.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the votes of the Class A membership.

Section 3. Notice of Meetings. No written notice will be required for the Annual Meetings of the members. Written notice of each Special Meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the

members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Commercial Unit(s).

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years and three directors for a term of three years; and at annual meetings thereafter, the members shall elect directors for three year terms as needed to restore Board membership to seven directors.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from

the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and the Declaration. The persons receiving the largest number of votes shall be elected.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:



(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained and to dictate that first priority of action and expenditure shall go toward the continuous and diligent upkeep and maintenance of all internal esplanades. Such upkeep and maintenance shall include mowing, trimming, watering and necessary trash pick-up.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate

seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX

##### COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated

to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BROOK FOREST COMMUNITY ASSOCIATION.

ARTICLE XIII  
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January

and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the BROOK FOREST COMMUNITY ASSOCIATION, have hereunto set our hands this 2<sup>nd</sup> day of May, 1972.

Joseph B. Shealy  
JOSEPH B. SHEALY

D. H. Gregg  
D. H. GREGG

L. J. Pezoldt  
L. J. PEZOLDT

M. D. Price  
M. D. PRICE

George B. Meriwether  
GEORGE B. MERIWETHER

Dwight E. Cassell  
DWIGHT E. CASSELL

B. P. Pierce  
B. P. PIERCE

529-90-T492

STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared POPE B. SHEALY, L. J. PEZOLDT, GEORGE B. MERIWETHER, M. D. PRICE, and DWIGHT E. CASSELL, Directors of BROOK FOREST COMMUNITY ASSOCIATION, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1<sup>st</sup> day of May, A. D., 1972.

Jan Blanc  
Notary Public in and for  
Harris County, Texas  
NOTARY PUBLIC  
HARRIS COUNTY, TEXAS  
1973

STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared D. H. GREGG and B. P. PIERCE, Directors of BROOK FOREST COMMUNITY ASSOCIATION, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2<sup>nd</sup> day of May, A. D., 1972.

Patricia A. Souter  
Notary Public in and for  
Harris County, Texas  
PATRICIA A. SOUTER

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

FILED

1999 DEC 29 PM 3:06

*George L. Johnson*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

529-90-1493

HARRIS COUNTY TEXAS  
COUNTY CLERK

*[Signature]*



DEC 29 1999

ANY PROVISION THEREIN WHICH RESTRICTS THE SALE HEREIN, CAUSE OF THE DEPOSED REAL  
PERSONS, 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 hereon by me, and was  
 duly RECORDED, in the Official Public Records of Real Property of  
 Harris County, Texas on



*Cont  
9  
E*

**MANAGEMENT CERTIFICATE**

Pursuant to Texas Property Code Chapter 209.004

**Brook Forest Community Association, Inc**

State of Texas }  
                                  }  
County of Harris }

*(2)  
lee*

The name of the subdivision is **Brook Forest.**

The name of the association is **Brook Forest Community Association, Inc.**

The Declaration of Covenants, Conditions and Restrictions for **Brook Forest Community Association** is recorded under Harris County Clerk's File Number **0593009** and Film Code Number **144-31-1992**, in the real property records of Harris County, Texas. Other recording information includes: **Volume 190, Page 124 of the Map Records of Harris County, Texas**

The name and mailing address of the managing agent of **Brook Forest Community Association Inc** is:

**Houston Community Management Services  
18333 Egret Bay Blvd., Suite 445  
Houston, Texas 77058  
(281) 333-5173**

*lee*

FILE FOR RECORD  
8:00 AM

JUL 15 2002

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

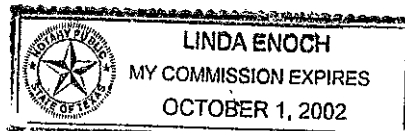
By: *Rhonda Major*  
**Rhonda Major, PCAM  
Head of Operations  
HOUSTON COMMUNITY MANAGEMENT SERVICES**

The foregoing instrument was acknowledged before me by Rhonda Major, PCAM, Head of Operations for Houston Community Management Services, managing agent for **Brook Forest Community Association, Inc.** On this 16th day of April, 2002, on behalf of said Association.

*lee*

*Linda Enoch*  
NOTARY PUBLIC IN AND  
FOR THE STATE OF TEXAS  
(My commission expires 10/1/02)

**After Recording Return to:  
Houston Community Management Services  
18333 Egret Bay Blvd., Suite 445  
Houston, Texas 77058**



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

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

JUL 15 2002



*Beverly B. Kaufman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

PRB679

*Handwritten initials*

M337573

CITY OF HOUSTON ORDINANCE NO. 89-

1312

157-80-2165

09/26/89 00625418 M335573 \* 13.00

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, HOUSTON, TEXAS, BY ADDING A NEW SECTION 41-11 RELATING TO THE GIVING OF A NOTICE REGARDING DEED RESTRICTIONS TO BUYERS OF RESTRICTED PROPERTY; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR CIVIL AND CRIMINAL PENALTIES; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

\* \* \* \*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

*Handwritten initials*

WHEREAS, the City may, under the provisions of Chapter 230 of the Local Government Code and Section 41-9 of the Code of Ordinances, enjoin or abate violations of deed restrictions that protect or tend to protect residential character, in order to promote the public health, safety and general welfare, and, in particular, to promote the safe, orderly, and healthful development of the City; and

13  
E

WHEREAS, Subchapter A of Chapter 230 of the Local Government Code is applicable to the City because it does not have zoning ordinances and it has passed an ordinance that requires uniform application and enforcement of that Subchapter with regard to all property and residents; and

WHEREAS, the City may, under the provisions Section 230.005 of the Local Government Code, require any person who sells or conveys restricted property located inside the boundaries of the City to

PRB679

first give to the purchasers at the time of closing written notice of the restrictions and notice of the City's right to enforce compliance; and

157-80-2166

WHEREAS, the City will ensure the widest distribution of this Ordinance by sending a copy of same to all companies issuing title insurance within the city limits to facilitate use of the "Notice to Purchasers" in all subsequent real estate transactions affecting restricted property; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the City Council hereby ratifies, confirms, and adopts the findings and recitals contained in the preamble to this ordinance and further finds that said findings and recitals are true and correct.

Section 2. The Code of Ordinances, Houston, Texas, is hereby amended by adding a new section 41-11 thereto, which reads as follows:

"Sec. 41-11. Notice of deed restrictions upon conveyance.

(a) In this section the following words and terms shall have the meaning herein ascribed.

- (1) Deed Restrictions shall have the meaning ascribed to the word 'restriction' in Section 230.002 of the Local Government Code, as amended, provided that it shall not be deemed to include any restrictions that by their express provisions have terminated or any provisions contained within any restrictions to the extent and only to the extent that the

provisions restrict the sale, rental, or use of property on the basis of race, color, religion, sex or national origin.

157-80-2167

- (2) Sale or conveyance means any transfer of any lot, tract or parcel of real property subject to deed restrictions that is situated in whole or in part within the corporate limits of the city, except (1) a conveyance by trustee's or substitute trustee's deed to the lienholder pursuant to a foreclosure sale, (2) a conveyance by deed to the lienholder in full or partial satisfaction of a debt secured by the property conveyed, (3) a deed of trust conveyed to secure a lien (4) an auction sale conducted by a public official pursuant to an order of a court of competent jurisdiction, or (5) a conveyance in which the purchaser is a governmental entity. Without limitation, the term shall include an executory contract of purchase and sale having a performance period of more than six months.
- (3) Purchaser shall mean each person who constitutes a grantee, purchaser, buyer, or transferee in a sale or conveyance, regardless of the amount or nature of the consideration received.
- (4) Seller shall mean each person who constitutes a seller, grantor or transferor in a sale or conveyance, regardless of the amount or nature of the consideration received.

(b) It shall be the duty of each seller to ensure that each buyer receives in connection with each sale or conveyance notice issued in accordance with the terms of this section in the form of Exhibit A to this Ordinance, which exhibit is incorporated herein by reference. The following procedure shall be followed in the giving and recording of the notice:

- (1) the notice shall be given to each purchaser at the final closing of the sale and purchase, provided however Seller may provide the notice prior to closing;
- (2) each seller and each purchaser shall sign and acknowledge the notice; and

PRB679

(3) following the execution, acknowledgment and closing of the sale and purchase, the notice shall be recorded in the Real Property Records of the county in which the property is located.

(c) The failure of any seller to comply with this section shall constitute a misdemeanor punishable upon conviction by a fine of not more than five hundred dollars. Each person who constitutes a seller shall be criminally responsible and each sale or conveyance for which the seller has failed to comply with this section shall constitute a separate offense."

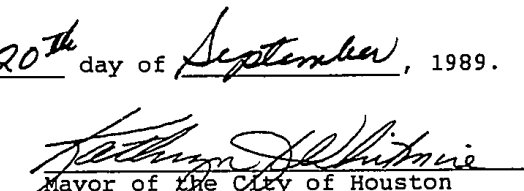
157-80-21E8

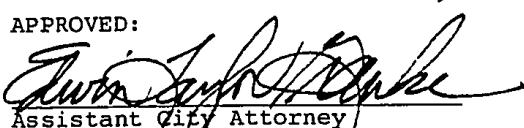
Section 3. The City Secretary is hereby directed to cause a copy of this ordinance, inclusive of Exhibit A, to be filed for recordation in the real property records of each county in which the City of Houston is situated in accordance with Section 230.005(d)(1) of the Local Government Code.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect upon the thirtieth day next following its passage and approval by the Mayor.

PASSED AND APPROVED this 20<sup>th</sup> day of September, 1989.

CAPTION PUBLISHED IN DAILY COURIER  
DATE: SEP 26 1989

  
Mayor of the City of Houston

APPROVED:  
  
Assistant City Attorney

(L. D. File 30-89011)

PRB679

EXHIBIT A

NOTICE TO PURCHASER(S)

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

157-80-2169

The real property described below, which you are purchasing, is subject to deed restrictions recorded at \_\_\_\_\_ of the County \_\_\_\_\_ records (identify the volume and page, clerk's file number, or film code number and the title of the records in which the restrictions are recorded; if the restrictions have been amended or extended or if property is subject to restrictions recorded at various places, then identify each filing; be certain to include reference to subdivision and other map filings to the extent they include setback lines or other restrictions). THE RESTRICTIONS LIMIT YOUR USE OF THE PROPERTY. THE CITY OF HOUSTON IS AUTHORIZED BY STATUTE TO ENFORCE COMPLIANCE WITH CERTAIN DEED RESTRICTIONS. You are advised that, in the absence of a declaratory judgment that the referenced restrictions are no longer enforceable, the City of Houston may sue to enjoin a violation of such restrictions. ANY PROVISIONS THAT RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY ON THE BASIS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN ARE UNENFORCEABLE; however, the inclusion of such provisions does not render the remainder of the deed restrictions invalid. The legal description and street address of the property you are acquiring are as follows: (insert legal description or attach and refer to by designated Exhibit; state property street address).

\_\_\_\_\_  
Date Seller

\_\_\_\_\_  
Date Seller

The undersigned admit receipt of the foregoing notice at or prior to closing the purchase of property above described.

\_\_\_\_\_  
Date Purchaser

\_\_\_\_\_  
Date Purchaser

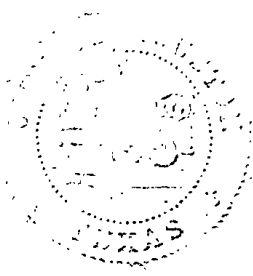
(Add additional execution lines for Sellers and Purchasers as required; attach acknowledgments for each seller and purchaser in the applicable form as provided by Section 121.008 of the Civil Practice and Remedies Code.)

157-80-2170

I, ANNA RUSSELL, City Secretary of the City of Houston, Texas, do hereby certify that the within and foregoing is a true and correct copy of Ordinance No. 89-1312, passed by the City Council and approved by the Mayor of said City on the 20th day of September 1989, as the same appears in the records in my office.

WITNESS my hand and the Seal of said City this 22nd day of September, A. D. 1989.

*Anna Russell*  
City Secretary of the City of Houston  
Anna Russell



Ret:  
Edwin Taylor Granger  
Assistant City Attorney  
507 Dallas, Suite 400  
Houston, Texas 77002

FILED  
SEP 26 3 31 PM '89  
*Quita Roddenauer*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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

SEP 26 1989



*Quita Roddenauer*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS



F477742

LB-10-78 957456 \*F 477742 LST A PD

5.00

ASSIGNMENT

187-07-1297

*DM*

STATE OF TEXAS )  
COUNTY OF HARRIS )

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Friendswood Development Company (hereinafter called "Friendswood") has the right to approve or disapprove plans and specifications, location of structures and other construction matters and the right to assign such right of approval to the Board of Directors of the Brook Forest Community Association, Inc., as set forth in the conditions, covenants and restrictions filed of record in the Official Public Records of Real Property of Harris County, Texas affecting certain sections of Brook Forest and Middlebrook, subdivisions in Harris County, Texas, as follows:

Section	Date of Instrument	Recorded in Deed Records Harris County, Texas	
		File No.	Film Code No.
<u>Brook Forest</u>			
Sec. 1	May 2, 1972	D593009	144-31-1992
Sec. 2	Apr. 22, 1975	E415900	119-11-1539
Sec. 3	Mar. 1, 1976	E690027	136-08-0226
<u>Middlebrook</u>			
Sec. 1	May 2, 1972	D593010	144-31-2011
Lots 18 through 33, Block 56			
Lots 1 through 30, Block 57			
Lots 1 through 15, Block 58			
Lots 13 through 56, Block 59			
Annexation to Brook Forest Community Assoc.	Oct. 21, 1975	E580761	129-13-0002

*5/B*

NOW, THEREFORE, FRIENDSWOOD DEVELOPMENT COMPANY does hereby assign its right to approve plans and specifications for all changes, alterations and remodeling of construction subsequent to completion of original construction within the aforesaid Brook Forest and Middlebrook Sections to an architectural control committee to be appointed annually by the Board of Directors of the Brook Forest Community Association, Inc. The approval of plans and specifications for original construction of improvements in said Sections shall remain, however, in Friendswood.

This assignment and the authority hereunder shall continue until revoked by Friendswood by instrument in writing executed by it and delivered to Brook Forest Community Association, Inc.

EXECUTED this 26 day of January, 1978

FRIENDSWOOD DEVELOPMENT COMPANY

By: G. L. McGonigle  
G. L. McGonigle VICE PRESIDENT



B. P. Pierce  
Secretary  
B. P. PIERCE

Return to: John E. Walsh, Jr.  
Friendswood Development Company  
16821 Buccaneer, Houston, Texas 77058

187-07-1298

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared  
G. L. MCGONIGLE known to me to be the person whose name is  
subscribed to the foregoing instrument as Vice President of FRIENDSWOOD  
DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for  
the purposes and consideration therein expressed and as the act and deed  
of said FRIENDSWOOD DEVELOPMENT COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of January,  
1978.



Mona H. Minter  
Notary Public in and for Harris County, TX

Mona H. Minter  
My Commission Expires:  
12-31-78

187-07-1298

E164672

MAY-29-74 169710 - E164672 LS B PD

3.50

104-08-1384

STATE OF TEXAS I  
COUNTY OF HARRIS I KNOW ALL MEN BY THESE PRESENTS: THAT

W D  
D D

FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation with a permit to do business in the State of Texas, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in cash paid to it by FRANK H. LOPER, JR., AND WIFE, SYLVIA M. LOPER

\_\_\_\_\_, hereinafter called "Grantees", receipt of which is hereby acknowledged and the execution and delivery by Grantees of one certain promissory note of even date herewith in the principal sum of THIRTY-ONE THOUSAND THREE HUNDRED AND  
00/100 DOLLARS (\$31,300.00 ) payable to the order

of HOME SAVINGS ASSOCIATION, hereinafter called "Payee", representing funds paid to Grantor, at the request of and as a loan to Grantees as part of the purchase price of the property herein conveyed, which note is payable with interest as specified therein and contains the usual accelerated maturity, attorney's fee, default clauses, and payment of which is secured by a vendor's lien retained herein in favor of Payee and by a Deed of Trust of even date herewith executed by Grantees to

WILLIAM E. WRIGHT

Trustee; has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantees all that certain property lying and being situated in Harris County, Texas, described as follows, to-wit:

Lot Forty-One (41), in Block Eighty-Three (83), of Brook Forest, Section One (1), located in Core "H", Clear Lake City, a subdivision in Harris County, Texas, according to the map thereof recorded in Volume 190, Page 124, Map Records of Harris County, Texas, together with all improvements thereon.

There is excepted from this conveyance all oil, gas and other minerals in, on and under the hereinabove described property

104-08-1385

excepted or reserved by predecessor or predecessors in title of Grantor and which exception is made in favor of the present owner or owners of such minerals as their interests may appear of record in Harris County, Texas.

The property conveyed hereby is and shall be subject to the terms and provisions of that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Brook Forest, Section One (1)", a subdivision in Harris County, Texas, and is hereby subjected to a maintenance assessment and the lien securing same provided for in said instrument, executed by Grantor and recorded under County Clerk's File No. D-593009 of said County, to which reference is here made for all purposes. A vendor's lien is hereby retained against the property in accordance with the terms of said instrument to secure such maintenance assessment.

TO HAVE AND TO HOLD the said property, together with all rights, hereditaments and appurtenances thereto belonging, unto Grantees, their heirs and assigns, forever, but subject to the reservations, exceptions, conditions and restrictions hereinabove set out, and subject thereto, Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the title to the said property unto Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year, including taxes levied by Clear Lake City Water Authority, as well as all other taxing authorities having jurisdiction, have been prorated, and Grantees assume and agree to pay same.

But is is expressly agreed and stipulated that the vendor's lien is retained in favor of Payee who will hold superior title in and to the property, premises and improvements, to secure payment of the promissory note of Grantees hereinabove described,

104-08-1386

and title in Grantees will not become absolute until the note, together with all renewals and extensions thereof and all interest and other charges therein stipulated, are fully paid, according to the terms thereof, when this deed shall become absolute; and it shall be the same as if a vendor's lien was retained in favor of Grantor herein and assigned by proper assignment to Payee without recourse on Grantor in any manner for the payment of said indebtedness.

EXECUTED this the 26th day of APRIL, 19 74.

ATTEST:

FRIENDSWOOD DEVELOPMENT COMPANY *ld*

*[Signature]*  
Secretary

By *[Signature]*  
Vice President

STATE OF TEXAS    |  
                          |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared G. L. McGonigle, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of FRIENDSWOOD DEVELOPMENT COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of April, 1974.

*[Signature]*  
Notary Public in and for  
Harris County, Texas

A. L. WILKEY  
Notary Public in and for Harris County, Texas  
My Commission Expires 6-1-75

*Ret: Frank H. Lopez, Jr*  
*3719 Montvale*  
*Houston, Texas 77058*