

FIRST AMENDMENT TO SUPPLEMENT TO CHARTER BRIDGELAND NORTHEAST COMMUNITY ASSOCIATION

THIS FIRST AMENDMENT TO SUPPLEMENT TO CHARTER BRIDGELAND NORTHEAST COMMUNITY ASSOCIATION (this "Amendment") is made as of the date set forth below by **BRIDGELAND DEVELOPMENT, LP.**, a Maryland limited partnership ("Founder").

WITNESSETH

WHEREAS, that certain instrument entitled "Charter for Bridgeland Northeast Community" (now commonly known as Lakeland Village), dated January 23, 2006, was recorded under Harris County Clerk's File No. Z046110 in the Official Public Records of Real Property of Harris County, Texas (as amended and supplemented from time to time, the "Charter"); and

WHEREAS, the property defined as the "Annexation Property" in that certain Supplement To Charter Bridgeland Northeast Community Association, dated August 6, 2014, and recorded under Harris County Clerk's File No. 20140350423 in the Official Public Records of Real Property of Harris County, Texas (the "Lakeland Heights Supplement") was made subject to the Charter pursuant of the terms of the Lakeland Heights Supplement; and

WHEREAS, the Founder desires to amend the Lakeland Heights Supplement pursuant to its powers under the Charter;

NOW THEREFORE, pursuant to the Founder's authority under the Charter, the Founder hereby amends the Lakeland Heights Supplement to subject the property described on *Exhibit "A"* attached hereto (the "Townhomes at Lakeland Heights Service Area Property") to the additional covenants, conditions, easements, and restrictions set forth on *Exhibit "B"* attached hereto which shall hereafter encumber the title to the Townhomes at Lakeland Heights Service Area Property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Amendment shall also be binding upon Lakeland Village Community Association, Inc., a Texas non-profit corporation (the "Association") in accordance with the terms of the Charter.

ARTICLE I

Definitions

The definitions set forth in the Charter are incorporated by reference in this Amendment.

ARTICLE II

Designation of Neighborhood and Service Areas

Pursuant to Section 3.2 of the Charter, the Townhomes at Lakeland Heights Service Area Property, has been assigned to the Townhomes at Lakeland Heights Service Area.

EXHIBIT "A"

Townhomes at Lakeland Heights Service Area Property

1. Lots 12, 13, 14, 15, 16, 17, 18, and 19, in Block 1, and Lots 5,6,7,8,12, and 13, in Block 2, of Bridgeland Lakeland Heights, Sec. 4, a subdivision in Harris County, Texas, according to the map of plat thereof, recorded in Film Code No. 648236, of the Map Records of Harris County, Texas.
2. Lots 3 and 4, in Block 1, of Lakeland Heights, Sec. 1 Partial Replat No. 2, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Film Code No. 646024, of the Map Records of Harris County, Texas.
3. Lots 1, 2, 3, 4, 14, and 15, in Block 2, of Bridgeland Lakeland Heights, Sec. 4, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 648236, of the Map Records of Harris County, Texas.
4. Lots 3, 4, 5, 6, 7, and 8, in Block 1, of Bridgeland Lakeland Heights, Sec. 4, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 648236, of the Map Records of Harris County, Texas.
5. Lots 16, 17, 18, and 19, in Block 2, of Bridgeland Lakeland Heights, Sec. 4, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 648236, of the Map Records of Harris County, Texas.
6. Lots 1 and 2, in Block 2, of Bridgeland Lakeland Heights, Sec. 5, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 648241, of the Map Records of Harris County, Texas.
7. Lots 1 and 2, in Block 1, of Bridgeland Lakeland Heights, Sec. 4, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 648236, of the Map Records of Harris County, Texas.
8. Lots 3, 4, 5, and 6, in Block 2, of Bridgeland Lakeland Heights, Sec. 5, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 648241, of the Map Records of Harris County, Texas.
9. Lots 7, 8, 9, 10, 11, 12, 13, and 14, in Block 2, of Bridgeland Lakeland Heights, Sec. 5, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 648241, of the Map Records of Harris County, Texas.

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EXHIBIT "B"
Additional Covenants, Restrictions, and Easements

1. **Townhomes at Lakeland Heights Service Area Maintenance.**

(a) Pursuant to Section 9.2 of the Charter and subject to Section 1(d) hereof, and notwithstanding anything to the contrary in the Charter, the Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of units in the Townhomes at Lakeland Heights Service Area Property (hereafter "Townhome Units"), the following maintenance of Improvements erected or installed by a Builder as part of the original construction on the Townhome Units and replacements thereof:

(i) routine maintenance, repair and/or replacement, as necessary, of the roofs of each Townhome Unit. The "roofs" as used herein shall be deemed to constitute only the exterior surfaces of the roof (including the roofs of any portion of the garage which has a separate roof and the roof of any porch built as part of the original construction of the dwelling or replacements thereof) constituting the roofing shingles, the underlay beneath the shingles, the decking materials, the caulking, flashing or other material sealing the roof joints and any guttering attached to the roofing eaves. The Association shall not have any responsibility to maintain, repair, or replace any insulation, trusses, beams, or any portion of the structure supporting the roof;

(ii) periodic, routine painting of all exterior painted portions of the dwelling and garage, including any structure which extends above the roof and/or beyond the plane of the front or rear facades of the dwelling and garage. Exterior painted portions of the dwelling and garage shall be deemed to be the building components which constitute the most outward portion of the building exterior, whether wood or Hardiplank (or similar material), exterior siding, brick, stucco, and related exterior trim, including the staining or painting (if applicable) of the foregoing materials. The Association shall not have any responsibility to maintain, repair, or replace any portion of the exterior building surfaces or structure of the respective Townhome Units (including studs within the walls), foundations, slabs and the like, or any insulation materials whatsoever; and

(iii) mowing and edging of all front and rear yards and the removal of grass clippings. An Owner shall be responsible for the maintenance and replacement of any landscaping installed in addition to the lawns as a part of the original construction of the Townhome Unit and any additional landscaping approved and installed pursuant to the requirements set forth in Chapter 5 of the Charter which is in addition to the landscaping installed as a part of the original construction of the Townhome Unit.

(b) Except as provided above, each Owner shall be responsible for the maintenance, repair, and replacement of the exterior and interior portions of his or her Townhome Unit, including landscaping and irrigation, at his or her own expense. The Owners shall in no way interfere with the Association's maintenance responsibilities set forth in Section 1(a). If an Owner of a Townhome Unit fails or refuses to maintain, repair or replace any items which are the responsibility of the Owner, the Association shall have the right, but not the obligation, after providing notice and an opportunity for a hearing in accordance with Chapter 8 of the Charter (except for an emergency), to undertake such maintenance, repair or replacement and assess 110% of the cost of such maintenance, repair and/or replacement plus an administrative fee against the Townhome Unit for which such work is performed as a Specific Assessment under the Charter.

(c) All maintenance on Townhome Units shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

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(d) The Association's responsibilities under this Section 1 shall commence as to each Townhome Unit on February 1, 2022.

(e) The Association, its Board, officers, or agents shall not be responsible or liable to any Owner or occupant for any damage to the exterior or interior of a Townhome Unit or contents thereof (including the attic space) resulting from roof leaks or water penetration unless same has resulted from the willful acts or gross negligence of the Association. In no event shall the Association be liable for repair or replacement of any consequential or incidental damage to the exterior or interior of a Townhome Unit which may result, whether foreseen or unforeseen, from the Association's repairs and/or activities. Furthermore, nothing in this Amendment shall make the Association responsible for repairing any defects in materials or workmanship relating to initial construction of the dwelling on any Townhome Unit. Should any such defects be identified, the Owner of the affected Townhome Unit shall be responsible for filing and pursuing in a timely manner any and all claims it may have against the Builder arising out of such defect, and upon the Owner's failure to do so, the Association may assess the Owner and the Townhome Unit for any additional costs which the Association incurs in performing its responsibilities hereunder as a result of such defect as a Specific Assessment under the Charter.

2. **Insurance on Townhome Units.**

(a) **Owner's Responsibility.** Each Owner of a Townhome Unit shall obtain and continue in effect blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for the full insurable replacement cost of all Improvements on the Townhome Unit as originally constructed, regardless of ownership, less a reasonable deductible. The Owner's insurance shall cover fixtures, improvements, and alterations that are part of the exterior improvements contained within the Townhomes at Lakeland Heights Service Area Property, regardless of ownership. Every Owner of a Townhome Unit shall also be obligated to obtain and maintain at all times insurance covering those portions of his or her Townhome Unit, including contents and any improvements or betterments to his or her Townhome Unit, not insured by policies otherwise maintained by the Owner. In addition, every Owner shall obtain and maintain at all times insurance covering consequential damages to any other Townhome Unit or the Common Area due to occurrences originating on or within the Owner's Townhome Unit caused by the negligence of the Owner, the failure of the Owner to maintain the Townhome Unit, and any other casualty within the Townhome Unit which causes damage to other Townhome Units or the Common Area, to the extent such coverage is not provided by policies otherwise maintained by the Owner

(b) **Association's Responsibility.** The Association has absolutely no duty or obligation to obtain any insurance on the Townhome Units or any other property within the Townhomes at Lakeland Heights Service Area Property. The Association has absolutely no duty or obligation to monitor compliance by Owners with the Owners' insurance obligations under Section 2(a) above or otherwise be involved in any manner whatsoever regarding such insurance or any insurance claims.

3. **Service Area Assessments.**

(a) The Service Area budget established pursuant to Section 12.2 of the Charter for the Townhomes at Lakeland Heights Service Area Property shall include the costs which the Association expects to incur in performing its maintenance responsibilities under this Amendment, as well as a reasonable contribution to a reserve fund for repair and replacements and any additional management fees and other administrative expenses related to performance of its responsibilities hereunder.

(b) Pursuant to Section 12.2(c) of the Charter which authorizes a Supplement to provide for assessments for exterior maintenance, or replacement reserves for structures on Townhome Units to be

levied in proportion to the benefit received, as determined by the Board, the Board shall establish Service Area Assessments for Townhome Units at an equal rate for all Townhome Units.

Notwithstanding the above, the Association shall have the right to recover from the Owner of a Townhome Unit, as a Specific Assessment under the Charter, any excess costs which the Association incurs in repairing or replacing any damaged portion of such Owner's Townhome Unit when such damage has been caused by the negligence or other actions of the Owner or any occupant of the Townhome Unit, or their guests or invitees, and any other costs which the Charter authorizes to be levied as a Specific Assessment under the Charter.

4. **Easements.**

(a) **Maintenance Easement.** The Association shall have a perpetual, non-exclusive easement over the Townhome Units for the purpose of performing its maintenance responsibilities hereunder and under the Charter, which easement may be exercised by the Association, its officers, directors, employees, agents and contractors, and entry upon any Townhome Unit for such purpose shall not be deemed a trespass.

(b) **Cross-Drainage Easement.** Each Townhome Unit shall be burdened with a perpetual, non-exclusive easement over, on, under and through that portion of the Townhome Unit, which is not improved with structures, for the purpose of constructing, installing, and maintaining stormwater drainage structures and for stormwater runoff from any portion of the Community. In addition, each Townhome Unit shall be burdened with a perpetual, non-exclusive easement under and through every portion of the Townhome Unit, whether or not improved with structures, for the purpose of construction, installation, and maintenance of underground stormwater drainage pipes and lines to transfer stormwater runoff to locations outside the boundaries of the Townhome Units. No Person shall alter the natural drainage of stormwater from any Townhome Unit once construction of initial Improvements has been completed so as to unreasonably increase the drainage of stormwater onto adjacent portions of the Community without the consent of the Owner(s) of the affected property, the Board, and the Founder as long as it owns any property subject to the Charter.

(c) **Easement for Utilities; Responsibility for Maintenance and Repair.** Each Townhome Unit shall be burdened with a perpetual, non-exclusive easement for the benefit of each other Townhome Unit for installation, maintenance, repair, and replacement of utility lines and meters to serve such other Townhome Units, and for inspection of the same, which easement may be exercised by the Association, its agents, and the local utility providers responsible for the respective utilities, and for the Owners of the benefited Townhome Units and their contractors. Notwithstanding the location of the utility lines serving a particular Townhome Unit, the Owner shall be responsible for maintenance of that portion of any utility line serving only such Owner's Townhome Unit, to the extent not maintained by the utility provider.

5. **Maintenance and Repair of Party Walls and Other Shared Structures.**

Except to the extent that the Association is specifically responsible for such maintenance hereunder, if any necessary repair or replacement of a party structure affects both sides of the structure, it shall be the joint responsibility of the Owners of the Townhome Units which share such structure and either Owner may perform the necessary maintenance or repair and, within thirty (30) days after receipt of written evidence of the total cost incurred, the other Owner shall reimburse the Owner who has incurred such cost for one-half of the reasonable cost he or she has incurred in performing such maintenance or repair.

Notwithstanding the above or anything to the contrary in the Charter, if maintenance or repairs to a party structure are necessitated by the conduct of the Owners, occupants, or guests of only one of the

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Townhome Units that share such party structure, then the Owner of such Townhome Unit shall be responsible for the necessary maintenance or repairs.

In the event that the Owners who share a party structure fail to provide necessary maintenance or repairs to a party structure within 10 days after the date of written notice from the Association advising of the need for such maintenance or repairs, the Association shall have the right to provide the necessary maintenance or repairs and assess the costs incurred against the responsible Owners and their Townhome Units as a Specific Assessment under the Charter.

6. **Additional Restrictions.**

(a) **Restriction on Parking.** No motor vehicles shall be parked blocking access to any Townhome Unit's garage or driveway.

(b) **Mechanical Equipment.** All mechanical equipment, including air-conditioner compressors, on a Townhome Unit shall be screened from view of any street, Townhome Unit, or Common Area within the Community and from any Private Amenity.

(c) **Additional Landscaping.** No Owner shall install landscaping in addition to that landscaping installed as part of the original construction of the Townhome Unit on any portion of the Townhome Unit except in accordance with the application and approval requirements set forth in Chapter 5 of the Charter.

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Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

111-4044-7700