

## Assessment Fee Quotation

### Summary

*Association* Bay Pointe Community Association  
*Account* B0701019      *Legal description* Bay Pointe section 7, block 1, lot 19  
*Address* 13726 Apple Knoll Court  
*Owner* Hussan Mahmood  
*Prepared for* BRPS Title LLC      *GF#* 2018100128      *Close type* Sale      *CC#* 4180379

### Account Detail

<i>Outstanding fees</i>	<u>Invoice</u>	<u>Date</u>	<u>Description</u>	<u>Balance</u>
	22932	01/01/19	2019 Assessment - Residential	696.00
			Total Amount Due as of 12/26/18	696.00
<i>Recent assessment rates</i>	2019 Assessment	.....	\$696.00	
	2018 Assessment	.....	\$721.00	
	2017 Assessment	.....	\$759.00	

### Notes & Instructions

(1) **Transfer Fee**

A transfer fee of \$149.00 is due on all resales. For refinances or secondary loan closings for the same owner, the transfer fee is reduced to \$10.00. If multiple lots are involved in one closing, only one transfer fee should be collected. Checks for the transfer or refinance fee should be made payable to "C.I.A. Services, Inc."

(2) **Buyer's Mailing Address**

Please advise C.I.A. Services, Inc. of the Buyer's mailing address for community correspondence purposes if the buyer of the property will not be living on site.

(3) **Closing Paperwork - Bandera**

Please mail all community & C.I.A. Services checks with the top portion of the Settlement Statement or Warranty Deed to C.I.A. Services Inc., P.O. Box 63178, Pipe Creek, Texas 78063.

\*\* It is the responsibility of the Title Company to ensure all closing requirements are properly fulfilled. A failure to meet all closing requirements for a community could result in the account being invoiced for missing fees.\*\*

Please return one check for C.I.A. Services (Transfer Fees etc.) and a separate one for the Association assessment if a balance is due.

(4) **Quote Validity**

This quote is valid as of today. The amount due on this account may change if invoices are applied, adjustments are made or payments are received. Interest may be applied on the outstanding balance on the last business day of each month at a rate of 12.00% per annum. To ensure current information is provided, we recommend a new quote be requested if closing takes place after the last day of the month in which this quote is issued.



**SUBDIVISION INFORMATION, INCLUDING  
RESALE CERTIFICATE FOR PROPERTY SUBJECT TO MANDATORY  
MEMBERSHIP IN AN OWNERS' ASSOCIATION**  
(Chapter 207, Texas Property Code)

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at **13726 Apple Knoll Court**, City of **Houston, Harris** County, Texas, prepared by the property owners' association (the Owners' Association). **\*\*PLEASE NOTE:** This property is also part of Clear Lake City Boulevard Association. This resale certificate only covers the Bay Pointe Community Association. If information is needed for Clear lake City Boulevard Association, please request a Clear Lake City Boulevard Association resale certificate through [www.CondoCerts.com](http://www.CondoCerts.com).\*\*

- A. The Property  is  is not subject to a right of first refusal (other than a right of first refusal prohibited by statute) or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.
- B. The current regular assessment for the Property is **\$696.00 per year (2019)**.
- C. A special assessment for the Property due after this resale certificate is delivered is **\$0.00** payable as follows: **n/a** for the following purpose: **n/a**.
- D. The total of all amounts due and unpaid to the Association that are attributable to the Property is **\$0.00**. **\*Note: Request Assessment Fee quote through www.CondoCerts.com for a full breakdown of what is due.\***
- E. The capital expenditures approved by the Association for its current fiscal year are **\$88,968.00**.
- F. The amount of reserves for capital expenditures is **\$0.00 (11/30/18)**.
- G. Unsatisfied judgments against the Association total **\$0.00**.
- H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there  are  are not any suits pending in which the Association is a party. The style and cause number of each pending suit is: **None**.
- I. The Associations board  has actual knowledge  has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. **Known violations are: No known violations. Last inspection on December 12, 2018. Please note that there is no actual knowledge of the entire property.**
- J. The Association  has  has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.
- K. The amount of any administrative transfer fee charged by the Association for a change of ownership of property in the subdivision is **\$149.00**. Describe all fees associated with the transfer of ownership (include a description of each fee, to whom each fee is payable and the amount of each fee). Fees are made payable to C.I.A. Services, Inc.: 1. Transfer Fee (Bay Pointe CA): \$149.00 2. Transfer Fee (Clear Lake City BA): \$149.00 3. Resale Certificate Fee: \$150.00

**NOTE:** Please send all closing documents and fees to P.O. Box 63178, Pipe Creek, Texas 78063.

**NOTE:** Closing fees may vary depending on what package(s) are selected on [www.CondoCerts.com](http://www.CondoCerts.com). Please request Assessment Fee quote through [www.CondoCerts.com](http://www.CondoCerts.com), and refer to the CondoCerts receipt(s) for a full breakdown of what is due at closing and upfront.

L. The Association's managing agent is C.I.A. Services, Inc, 3000 Wilcrest Drive, Suite 200, Houston, TX 77042, Phone: 713-981-9000, Fax: 713-981-9090, Email: [customer care@ciaservices.com](mailto:customer care@ciaservices.com).

M. The restrictions  **do**  **do not** allow foreclosure of the Association's lien on the Property for failure to pay assessments.

**REQUIRED ATTACHMENTS:**

- |                          |   |
|--------------------------|---|
| 1. Restrictions          | 5. Current Operating Budget   |
| 2. Rules                 | 6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities |
| 3. Bylaws                | 7. Any Governmental Notices of Health or Housing Code Violations  |
| 4. Current Balance Sheet |   |

**NOTICE: This subdivision information may change at any time.**

**Bay Pointe Community Association**

By: 

Print Name: Libby Hodges

Title: Community Manager

Date: January 9, 2019

Mailing Address: 3000 Wilcrest Drive, Suite 200 Houston, TX 77042

Email: [compliance@ciaservices.com](mailto:compliance@ciaservices.com)

This form has been approved by the Texas Real Estate commission for use only with similarly approved or promulgated contract forms. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 37-5. This form replaces TREC No. 37-4.

Bay Pointe Community Association  
**Balance Sheet**  
 October 2018

	<u>08/31/18</u>	<u>09/30/18</u>	<u>10/31/18</u>	
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
1012	PETTY CASH - Mutual of Omaha	1,932.50	1,932.58	1,932.66
1014	CHECKING - Mutual of Omaha	66,543.78	42,051.54	17,432.74
1016	MONEY MARKET - Mutual of Omaha	10,789.71	10,792.19	10,795.86
1020	ICS FUND - Mutual of Omaha	169,766.58	169,809.60	169,860.08
		<u>249,032.57</u>	<u>224,585.91</u>	<u>200,021.34</u>
<b>ACCOUNTS RECEIVABLE</b>				
1215	A/R - 2014 ASSESSMENTS	0.00	0.00	0.00
1220	A/R - 2015 ASSESSMENTS	0.00	0.00	0.00
1225	A/R - 2016 ASSESSMENTS	1,518.00	1,518.00	1,518.00
1230	A/R - 2017 ASSESSMENTS	2,336.00	2,336.00	2,336.00
1235	A/R - 2018 ASSESSMENTS	5,443.27	4,001.27	4,281.54
1240	A/R - 2019 ASSESSMENTS (Res)	0.00	0.00	0.00
1241	A/R - 2019 ASSESSMENT (Comm)	0.00	0.00	0.00
1290	A/R - FINANCE CHARGES	1,748.16	1,671.73	1,753.08
1292	A/R - LEGAL FEES	8,332.01	10,859.39	10,354.39
1298	A/R - RETURNED CHECKS	0.00	0.00	0.00
1288	A/R - ADMINISTRATIVE FEES	4,656.57	4,274.82	4,139.82
1299	A/R - BANKRUPTCY CLAIM AMOUNTS	47.48	39.84	39.84
		<u>24,081.49</u>	<u>24,701.05</u>	<u>24,422.67</u>
<b>OTHER CURRENT ASSETS</b>				
1350	PREPAID EXPENSES	5,332.33	5,332.33	5,332.33
		<u>5,332.33</u>	<u>5,332.33</u>	<u>5,332.33</u>
<b>TOTAL ASSETS</b>		<b>278,446.39</b>	<b>254,619.29</b>	<b>229,776.34</b>
<b>LIABILITIES AND EQUITY</b>				
<b>ACCOUNTS PAYABLE</b>				
2010	A/P - ACCOUNTS PAYABLE	0.00	0.00	0.00
2199	A/P - C.I.A. SERVICES	2,049.61	490.87	113.95
2410	ASSESSMENT OVERPAYMENTS	2,367.58	2,464.81	2,956.82
2420	ASSMTS PAID IN ADVANCE (RES)	0.00	0.00	0.00
2421	ASSMTS PAID IN ADVANCE (COM)	0.00	0.00	0.00
		<u>4,417.19</u>	<u>2,955.68</u>	<u>3,070.77</u>
<b>DEFERRED REVENUES</b>				
2400	UNCOLLECTED ASSESSMENTS	21,713.91	22,236.24	21,465.85
		<u>21,713.91</u>	<u>22,236.24</u>	<u>21,465.85</u>
<b>FUND BALANCE</b>				
3200	REPLACEMENT FUND BALANCE	( 24,214.59)	( 24,214.59)	( 24,214.59)
3250	CURRENT REPLACEMENT PROJECTS	( 25,538.82)	( 25,538.82)	( 25,538.82)
3300	CAPITAL FUND BALANCE	1,147,263.53	1,147,263.53	1,147,263.53
3350	CURRENT CAPITAL PROJECTS	( 1,236,225.80)	( 1,236,225.80)	( 1,236,225.80)
3100	OPERATING FUND BALANCE	109,193.01	109,193.01	109,193.01
----	CURRENT YEAR NET INCOME	281,837.96	258,950.04	234,762.39
		<u>252,315.29</u>	<u>229,427.37</u>	<u>205,239.72</u>
<b>TOTAL LIABILITIES AND EQUITY</b>		<b>278,446.39</b>	<b>254,619.29</b>	<b>229,776.34</b>

## **Document Contents**

The document you are receiving will contain all Policies and Procedures for this Association.

This may include but not be limited to policies and/or procedures related to:

- Document Retention
- Payment Plans
- Community Facilities
- Records Production

Please review this document in its entirety to ensure that you are familiar with any documents related this association.

If you have any questions regarding these files, please contact C.I.A. Services, Inc. for further information.

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Notice

20110529767  
12/19/2011 RPI \$24.00

**Bay Pointe Community Association  
PAYMENT PLAN POLICY**

STATE OF TEXAS                   §  
  §                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF Harris           §

WHEREAS, the **Bay Pointe Community Association** ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

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WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
  - a. receipt of a fully completed and signed Payment Plan form; and
  - b. receipt of the first payment under the plan; and
  - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
  - a. Total balance up to 2 times annual assessment ... up to 6 months
  - b. Total balance up to 3 times annual assessment ... up to 12 months
  - c. Total balance greater than 3 times annual assessment ... up to 18 months
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.

1500-12-0024

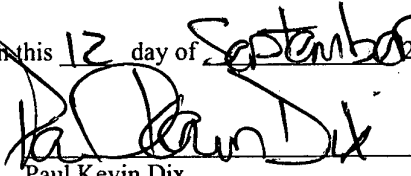
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
  - a. fails to return a signed Payment Plan form with the initial payment; or
  - b. misses a payment due in a calendar month; or
  - c. makes a payment for less than the agreed upon amount; or
  - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 12 day of September 2011.

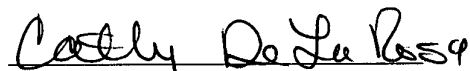
  
Paul Kevin Dix  
President  
Bay Pointe Community Association

*102*

STATE OF TEXAS           §  
  §  
COUNTY OF Harris       §

Before me, the undersigned authority, on this day personally appeared Paul Kevin Dix, President of Bay Pointe Community Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

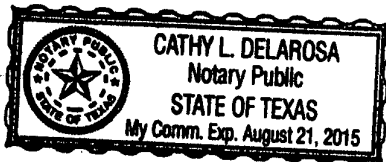
Given under my hand and seal of office this 12 day of September 2011.

  
Notary Public, State of Texas

[Notarial Seal]

Cathy DeLaRosa  
Printed Name

My commission expires: 8-21-15



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

DEC 19 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED FOR RECORD  
8:00 AM

DEC 19 2011

*Stan Stewart*  
County Clerk, Harris County, Texas

HP 000-27-0526

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Notice  
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**Bay Pointe Community Association  
RECORDS PRODUCTION AND COPYING POLICY**

STATE OF TEXAS  
COUNTY OF Harris

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§  
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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the **Bay Pointe Community Association** ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
  - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. contain sufficient detail to identify the specific Records being requested; and
  - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
    - (1) format: electronic files, compact disk or paper copies
    - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
  - a. the requested Records, if copies were requested and any required advance payment had been made; or
  - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

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12/19/2011 RP1 \$28.00

- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
- a. the financial records associated with an individual owner; and
  - b. deed restriction violation details for an individual owner; and
  - c. personal information, including contact information other than an address for an individual owner; and
  - d. attorney files and records in the possession of the attorney; and
  - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

FILED FOR RECORD  
8:00 AM

DEC 19 2011

*Stan Stewart*  
County Clerk, Harris County, Texas

- a. black and white 8½"x11" single sided copies ... \$0.10 each
  - b. black and white 8½"x11" double sided copies ... \$0.20 each
  - c. color 8½"x11" single sided copies ... \$0.50 each
  - d. color 8½"x11" double sided copies ... \$1.00 each
  - e. PDF images of documents ... \$0.10 per page
  - f. compact disk ... \$1.00 each
  - g. labor and overhead ... \$18.00 per hour
  - h. mailing supplies ... \$1.00 per mailing
  - i. postage ... at cost
  - j. other supplies ... at cost
  - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
  9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
  10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
  11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 12 day of September 2011.

*Paul Kevin Dix*

Paul Kevin Dix  
President  
Bay Pointe Community Association

102

STATE OF TEXAS           §  
  §  
COUNTY OF Harris       §

Before me, the undersigned authority, on this day personally appeared Paul Kevin Dix, President, of Bay Pointe Community Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

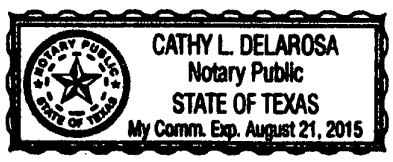
Given under my hand and seal of office this 3 day of November, 2011.

*Cathy DeLaRosa*  
Notary Public, State of Texas

[Notarial Seal]

*Cathy DeLaRosa*  
Printed Name

My commission expires: 8-21-15



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 19 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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notice  
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20110529768  
12/19/2011 RP1 \$24.00

**Bay Pointe Community Association  
DOCUMENT RETENTION POLICY**

STATE OF TEXAS  
  
COUNTY OF Harris

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the **Bay Pointe Community Association** ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

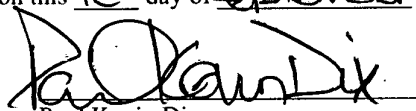
1. Association Documents may be maintained in paper format or in an electronic format this can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
  - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
  - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
  - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
  - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
  - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
  - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
  - g. ballots from elections and member votes shall be retained for one (1) year after the date of the meeting at which the votes was taken or for votes taken by

2011-05-29 08:27

- written consent, for one (1) year after the election or vote results were announced; and
- h. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
  - i. decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 12 day of September 2011.

  
Paul Kevin Dix  
Presidents  
Bay Pointe Community Association

102

STATE OF TEXAS           §  
  §  
COUNTY OF Harris       §

Before me, the undersigned authority, on this day personally appeared Paul Kevin Dix, President of Bay Pointe Community Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

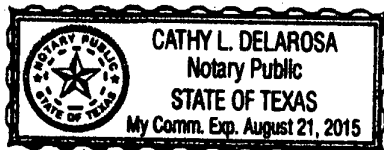
Given under my hand and seal of office this 3 day of November, 2011.

Cathy DeLaRosa  
Notary Public, State of Texas

[Notarial Seal]

Cathy DeLaRosa  
Printed Name

My commission expires: 8-21-15



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 19 2011



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED FOR RECORD  
8:00 AM

DEC 19 2011

Stan Stewart  
County Clerk, Harris County, Texas

000-27-0529

# Bay Pointe Community Association

## 2018 Operating Budget

		2016 <u>ACTUAL</u>	2017 <u>OUTLOOK</u>	2018 <u>BUDGET</u>
<b>REVENUES</b>				
4010	Assessments - Residential	423,696	424,000	396,391
4015	Assessments - Commercial	103,609	75,000	105,000
4020	Assessments - Prior Years	2,574	3,700	3,500
4040	Interest Assessments	1,691	1,200	1,000
4041	Interest Investments	1,100	400	450
4099	Bankruptcy Payments	100	980	900
4080	Tax Exemption Recovery	0	0	0
4090	All other Revenues	<u>0</u>	<u>2,982</u>	<u>0</u>
	<b>TOTAL REVENUES</b>	<u>532,770</u>	<u>508,262</u>	<u>507,241</u>
<b>EXPENSES</b>				
<b>Services</b>				
6110	Management Services	30,000	30,000	30,000
6115	Office Fees Recovered	(3,007)	(3,300)	(3,500)
6140	Trash Service Contract	80,904	80,904	82,520
6145	City Trash Rebate	(37,026)	(40,392)	(40,392)
6142	Corporate Legal Fees	3,093	5,000	6,000
6144	Billable Legal Fees	6,770	7,800	7,800
6146	Legal Fees Recovered	(4,178)	(3,350)	(3,900)
6155	Tax Exemption Project	0	0	0
6150	Audit & Tax Services	2,300	2,300	2,350
6160	Supplemental Security	<u>0</u>	<u>0</u>	<u>0</u>
	<b>Subtotal</b>	<u>78,857</u>	<u>78,962</u>	<u>80,878</u>
<b>Committees</b>				
6220	Newsletter	0	0	0
6230	Social Committee	1,435	2,000	2,500
6265	National Night Out	0	200	200
6250	Beautification Committee	3,637	3,500	3,500
6260	Crime Watch Committee	<u>0</u>	<u>0</u>	<u>0</u>
	<b>Subtotal</b>	<u>5,072</u>	<u>5,700</u>	<u>6,200</u>
<b>Pool Operation</b>				
6310	Pool Operation & Management	38,224	38,915	38,915
6320	Pool Supplies	1,251	5,000	6,000
6330	Pool Maintenance	<u>3,505</u>	<u>2,500</u>	<u>6,000</u>
	<b>Subtotal</b>	<u>42,980</u>	<u>46,415</u>	<u>50,915</u>
<b>Utilities</b>				
6420	Electricity	7,021	7,200	7,416
6430	Water-Sewer	9,638	9,800	10,094
6440	Telephone	<u>1,637</u>	<u>1,640</u>	<u>1,689</u>
	<b>Subtotal</b>	<u>18,297</u>	<u>18,640</u>	<u>19,199</u>
<b>Maintenance</b>				
6510	Grounds Maintenance	50,060	54,068	54,068
6512	Landscape Improvements	2,442	6,000	20,000
6514	Irrigation System Maintenance	8,119	18,500	20,000
6520	Property Maintenance	0	100	150
6522	Maintenance Costs Recovered	0	(50)	(75)
6530	General Maintenance	11,121	10,000	23,000
6531	Hurricane Repairs	0	0	0
6532	Vandalism Repairs	0	0	250
6540	Pest control	2,836	5,800	5,800
6550	Security Cameras	2,260	2,300	2,300
6580	Boulevard Fence Repairs	<u>0</u>	<u>0</u>	<u>0</u>
	<b>Subtotal</b>	<u>76,838</u>	<u>96,718</u>	<u>125,493</u>
<b>Miscellaneous</b>				
6610	Insurance	13,001	15,960	16,300
6620	Taxes	61	70	75
6630	Postage	3,273	3,400	3,600
6640	Copies & Office Expenses	7,786	8,000	8,000
6900	All other expenses	<u>550</u>	<u>500</u>	<u>500</u>
	<b>Subtotal</b>	<u>24,671</u>	<u>27,930</u>	<u>28,475</u>
	<b>TOTAL EXPENSES</b>	<u>246,715</u>	<u>274,365</u>	<u>311,160</u>
	<b>NET OPERATING INCOME</b>	286,055	233,898	196,082
	<b>ALLOCATION TO REPLACEMENT FUND</b>	2,045	(128,191)	185,043
	<b>ALLOCATION TO CAPITAL FUND</b>	254,619	410,637	0
	<b>ALLOCATION TO OPERATING FUND</b>	29,391	(48,549)	11,039

## **Document Contents**

The document you are receiving will contain all Architectural Guidelines/Builder or Design Guidelines/Other Guidelines.

This may include but not be limited to the following guidelines related to:

- Builder
- Design
- Architectural
- Modification
- Display of Certain Religious Items
- Display of Flags
- Rainwater Recovery Systems
- Roofing Materials
- Solar Energy Devices
- Standby Electric Generators
- Xeriscaping
- Rain Barrel

Please review this document in its entirety to ensure that you are familiar with any documents related to this association.

If you have any questions regarding these files, please contact C.I.A. Services, Inc. for further information.

**Bay Pointe  
Community Association**

**2010  
Architectural Guidelines**



# AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

15  
Notice  
C

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of Title 11 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Bay Pointe Community Association is a property owners' association as the term is defined in Title 11 of the Texas Property Code and has property located in Harris County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Bay Pointe Community Association which have not been previously filed in the public records of Harris County are attached hereto, including:

Architectural Guidelines

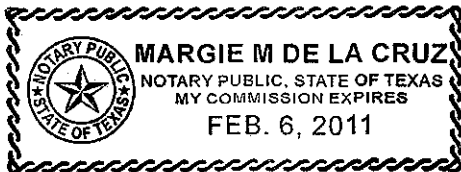
FURTHER, other dedicatory instruments of the Bay Pointe Community Association have already been filed in the public records of Harris County and these documents supplement the previously filed documents.

SIGNED on this 11th day of March, 2010.

Signature: *D. Chiodi Jones*  
By: Dannielle Chiodi-Jones  
Title: C.I.A. Services, Inc., Managing Agent for  
Bay Pointe Community Association

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this 11th day of March, 2010 by Dannielle Chiodi-Jones.



Signature: *Margie M. De La Cruz*  
By: Margie De La Cruz  
Title: Notary in and for the State of Texas  
My commission expires on 02/06/11

Return to: C.I.A. Services, Inc.  
9800 Centre Parkway, Suite 625  
Houston, Texas 77036-8294  
Phone: 713-981-9000 Fax: 713-981-9090

FILED FOR RECORD  
8:00 AM

MAR 15 2010

*County Clerk*  
County Clerk, Harris County, Texas

# Architectural Guidelines

## Bay Pointe Community Association

### I. OVERVIEW

The Bay Pointe Community Association Board of Directors and the Architectural Control Committee (ACC) have established these Architectural Guidelines (Guidelines) in accordance with the authority granted to them by provisions of the Declaration of Covenants, Conditions and Restrictions (DCC&R's) and grants made by the Declarant. The Guidelines are established to assure uniform and fair interpretation of the DCC&R's. The Guidelines are intended to provide all lot owners in Bay Pointe Community Association information about the type, color and quality and grade of material which may be used in construction of various kinds of improvements, the size and location of such improvements, and the procedure followed by the Association for reviewing applications for proposed improvements.

These procedures and Guidelines may be amended by the Board of Directors from time to time as it deems necessary and appropriate. The Restrictions of Use in the DCC&R's may be revised only by a vote representing not less than 2/3 of the votes in the Bay Pointe Community Association.

### II. ARCHITECTURAL CONTROL COMMITTEE

In accordance with Article IX of the By-Laws of the Bay Pointe Community Association and Article VI of the DCC&R's, the Board of Directors serves as the Architectural Control Committee (ACC) - The ACC has appointed an Architectural Review Committee (ARC) to assist in reviewing and evaluating applications for improvements to homes, structures, and properties (lots) within the Bay Pointe Subdivision in accordance with the DCC&R's and these Guidelines. The ARC may make recommendations to the ACC regarding changes to the Guidelines and recommend approval of variances.

Friendswood Development Company retains the exclusive right to review and approve or disapprove all plans and specifications for original construction within the Bay Pointe Subdivision.

### III. ARCHITECTURAL REVIEW COMMITTEE

To adhere the purposes, for which the ARC has been established, the following operating rules apply:

- 1. Composition:** The ARC will be composed of five (5) members, each of whom is a current resident of Bay Pointe.

The ACC Member: This member, chosen by the Board, will be an individual who is a current member of the Bay Pointe ACC. This person will act as a liaison between the ACC and the ARC for routine matters. This member will be an alternate voting member of the ARC.

The Chair: This member will act as the head of the ARC. He or she will be appointed annually by the ACC and will be a voting member of the ARC.

ARC Members: Four (4) additional members who will be appointed by the ACC.

- 2. Terms of Office:** Each member of the ARC will serve for a term of two (2) years and may serve a maximum of three (3) consecutive terms. Any individual who has served on the ARC (in any capacity) for the maximum allowable may serve again after a minimum period of twelve (12) months has

elapsed since his/her last day of service. When a member is no longer able or willing to serve, or in the event of a completed term, a replacement member will be selected by the ACC to serve the unexpired term. Terms will commence in January and members' terms will be staggered.

3. **Meetings:** The ARC will meet at least monthly to review applications for improvement. At a minimum, three (3) Members must be present to convene a meeting at which voting will occur. The ARC will announce its regular meeting schedule at its January meeting.
4. **Attendance:** Any voting member of the ARC who is absent from three (3) consecutive meetings without valid cause will be considered to have resigned and will be replaced in accordance with the established procedures. A letter advising the individual of action will be sent by the Management Company at the direction of the ACC or the ARC chair. Under certain circumstances, this attendance requirement may be waived by the ACC at the request of the ARC chair.
5. **Voting:** The Chairperson and the four (4) ARC Members each have one (1) vote. If the application or action concerns a property owned or occupied by one of the members of the ARC, that person's voting rights will be temporarily suspended to avoid any conflict of interest. If there are not sufficient voting members in attendance, the ACC Member will have a vote. In all other situations, the ACC Member will not have voting rights.
6. **Records:** Copies of all applications, decisions, recommendations, appeals and meeting agenda will be kept by the Management Company. It is the responsibility of the Chair to forward all such material to the Management Company.
7. **Removal:** Any ARC Member may be removed from the ARC with or without cause, by a majority vote of the ACC. In the event of removal, a successor shall be selected by the ACC and shall serve for the unexpired term.
8. **Compensation:** No member shall receive compensation for any service rendered to the ARC.

#### IV. ARCHITECTURAL REVIEW PROCEDURES

Plans and specifications for improvements are to be approved in advance. No special consideration will be given in those instances when post-construction approval is requested.

1. **General:** An item can come before the Committee as follows:
  - a) A property Owner (or his/her representative) shall submit any application for improvement to the Management Company.
  - b) An unapproved improvement may come to the attention of the Board, ACC, ARC or the Management Company. The Management Company will send a letter to the Owner requesting an application be submitted. If no application is received within 30 days, the Management Company will report this to the ACC, which will take appropriate action.
  - c) If the unapproved improvement appears to be a violation of the DCC&R's, the initial notification/request to the Owner will be a registered letter.
2. **Applications:** AR applications for approval to make any exterior changes, additions, or improvements must be submitted to the Management Company in writing by completing the application form currently in use by the ARC. The Management Company shall coordinate application processing on behalf of the ARC.

Plans and specifications for any exterior change, addition, or improvement should be attached to the application. For room additions and sunrooms, applications must be accompanied by a detailed scale drawing or blueprint showing the three-dimensional relationship of the sunroom to the existing structure. Applications must also include a plot plan showing the location of the improvement in relation to all lot boundary lines, the residence, the easements and the building setback lines. Applications must also include a detailed material list and include the name, address, and business phone number of the contractor or installer, if applicable. **Applications may be rejected for failure to provide any of these required items.** The ARC reserves the right to require certified architectural and/or engineering drawings. All applications, additional information, or request for appeal shall be mailed or delivered to the office of the Management Company, not to members of the ACC, ARC or Board of Directors.

The ARC reserves the right to request any additional information it deems necessary to properly evaluate any application. In the event that the ARC requests additional information, the application shall be considered incomplete until such information is submitted to the ARC and the sixty (60) day requirement for approval of the application, as described in the DCC&R's, shall not begin until such information is received. In the event that the ARC requests additional information and the information is not received within forty-five (45) days from the date of the request, the application shall be denied. However, the applicant may thereafter submit a new application with the requested information to the ARC for its review.

- 3. ARC Decisions:** ARC committee members shall consider each application for compliance with the DCC&R's and these Guidelines. The decision of a majority of members to approve or disapprove an application shall be the decision of the ARC.

ARC decisions shall be conveyed in writing by the Management Company to the applicant and shall include a statement of the conditions under which the application is approved, if any, or the primary reason(s) for disapproving the application.

In accordance with the DCC&R's, any application that is not approved or disapproved within sixty (60) days of the date of its receipt shall be deemed to have been automatically approved provided, however, that (I) any such approval shall extend only to the architectural guidelines and not to any of the use restrictions set forth in the DCC&R's and (II) in no event shall non-action be deemed to constitute approval of an application for any change, addition, or improvement, or any other item that would violate the DCC&R's. Unless otherwise stated in the ARC's written response, all approved exterior changes, additions or improvements shall be completed within forty-five (45) days of the date construction, installation, or erection is commenced.

- 4. Architectural Control Committee Appeals:** In the event the ARC disapproves an application, the applicant may submit a written appeal to the Management Company for review by the ACC. The ACC shall review the appeal at its next meeting following the date upon which the request for appeal is received, and notify the applicant of the ACC's decision. All decisions of the ACC shall be final.
- 5. Status of Applications during Appeal:** During the appeal period, the decision of the ARC on the original application shall remain in effect. Further, an appeal of a decision of the ARC shall not be considered a new application resulting in approval of the original application if a response to request for reconsideration is not submitted by the ARC or the Board of Directors within forty-five (45) days of the date of its receipt.

## V. RESTRICTIONS OF USE

The following Restrictions of Use are excerpts from the DCC&R's and have been condensed. Homeowners should have received copies of the DCC&R's at closing. Additional copies are available, at cost, from the Management Company. The Restrictions of Use in the DCC&R's may be revised by the Association only by a vote representing not less than 2/3 of the votes in the Bay Pointe Community Association.

**1. Single Family Residential Construction:** Article IX, Section 1, page 11.

Subject to Sections 2 and 1 of this Article, each lot shall be used only for single family residence purposes.

**2. Prohibition of Offensive or Commercial Uses:** Article IX, Section 2, page 11.

No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of each Owner of such Owner's lot or which shall degrade property values or distract from the aesthetic beauty of the Property shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done in any driveway or adjoining street. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes.

**3. Minimum Square Footage:** Article IX, Section 3, page 11.

Specifies minimum square footage for the living area of the main residential structure on lots.

**4. Building Materials:** Article IX, Section 4, page 11.

The predominant exterior materials of the main residential structure and the garage, whether attached or detached, shall be masonry, stucco, stone or wood. No single family construction, private garage or any other structure located on the Property shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from any portion of the Property.

**5. Location of Improvements:** Article IX, Section 5, page 11.

No building shall be located on any lot nearer to the front line nor nearer to the side street line than the minimum building setback lines shown on the recorded plats. No building or other improvement on a lot shall be located nearer than five (5) feet to an interior lot line, except that a garage located sixty (60) feet or more from the front lot line may be a distance of three (3) feet from an interior lot line.

**6. Deviations:** Article IX, Section 6, page 11.

Allows Declarant to approve limited deviations from these use restrictions.

**7. Composite Building Sites:** Article IX, Section 7, page 12.

Allows one or more adjoining lots to be consolidated into one building site.

**8. Utility Easements:** Article IX, Section 8, page 12.

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat, and no structure shall be erected on any of such easements. Neither Declarant 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 contractors to shrubbery, trees, flowers or improvements located on the land covered by such easements.

**9. Electrical Distribution Service:** Article IX, Section 9, pages 12 and 13.

This section goes into detail on the electrical easements on the lots and the ownership of various components of the electrical distribution system.

**10. Audio and Video Communication Service:** Article IX, Section 10, page 13.

This section provides the Cable Company with an easement from the utility easement to the residence.

**11. Temporary Structures and Outbuildings:** Article IX, Section 11, page 13.

No structures of a temporary character, not any recreational vehicle, mobile home, trailer, basement, tent, shack, garage, barn, playhouse or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any lot at any time as a residence. Outbuildings or structures, whether temporary or permanent, used for accessory, playhouse, storage or other purposes shall be limited to eight feet in height and one hundred (100) square feet in area and must be approved by the ARC.

**12. Animal Husbandry:** Article IX, Section 12, page 13.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other 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 result in an annoyance or are obnoxious to residents in the vicinity. Animals are not permitted to roam the Property and must be controlled on a leash if they are not on a lot.

**13. Walls, Fences and Hedges:** Article IX, Section 13, pages 13 & 14.

All walls, fences, planters and hedges shall be controlled strictly for compliance with the DCC&R's and architectural standards established by the Declarant or the ACC.

No wall, fence, planter or hedge in excess of two (2) in heights shall be erected or maintained on a side lot line beyond a point located three (3) feet back from the front exterior wall of the main residential structure located on a lot. For the purpose of this provision the front wall of the main residential structure excludes bay or box windows, chimney structures or any other similar appendage.

No wall, fence, or hedge in excess of six (6) feet, six (6) inches in height, including rot board, shall be erected or maintained on a side lot line from a point located three (3) feet back from the front exterior wall of the main residential structure, backward to the rear property line on a lot. No rear fence, wall or hedge shall be more than six (6) feet high. On corner lots, fences shall not be erected or maintained closer to the side lot line than the side building line setback shown on the plat for Bay Pointe.

Perimeter fencing on all lots shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent with the DCC&R's and architectural standards established by declarant or the ACC. Fences of wire or chain link construction are prohibited, and the design and materials of all fences shall be approved by the ACC prior to construction.

**14. Antennae:** Article IX, Section 14, page 14.

This section details approved locations for antennae. Further details are provided in each annexation document about which lots are prohibited from installation of antennae. Microwave or satellite antennas less than 20" in diameter are permissible if bracket mounted at the rear or side of the house behind the fence line at the lower point of (a) the eave of the structure or (b) a location from 5' above the ground to the eave of the structure in a position compatible with proper satellite alignment. In no case shall such antennae be mounted at the front of the house, above the eave, on the roof, fences or chimney structure above the eave.

**15. Visual Screening:** Article IX, Section 15, pages 14 & 15.

All clotheslines, equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects such as equipment repair and construction projects shall be screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, parks and public areas. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the lots and not allowed to accumulate thereon.

**16. Visual Obstructions at the Intersections of Public Streets:** Article IX, Section 16, page 15.

Applies to location of improvements on corner lots.

**17. Lot Maintenance:** Article IX, Section 17, page 15.

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 neatly maintained and shall in no event use any lot for storage of material and equipment except for normal residential purposes 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.

**18. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment:** Article IX, Section 18,

page 15. No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, 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, front yard area or on driveways. Permanent or semi-permanent storage of such vehicles or items must be completely screened from public view either within the garage or behind a solid fence. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for forty-eight (48) or more consecutive hours.

**19. Signs, Advertisements and Billboards:** Article IX, Section 19, page 15. No sign, advertisement,

billboard or advertising structure of any kind shall be displayed to the public view on any portion of a lot except for one sign for each lot of not more than twenty-eight (28) inches by thirty-eight (38) inches solely advertising the lot for sale or rent. The Association shall have the right to remove any signs, advertisement or billboard or structure which is placed on said lot in violation of this section and in so doing shall not be subject to any liability for trespass or other in connection therewith or arising from such removal.

**20. Removal of Soil and Trees:** Article IX, Section 20, page 15.

The digging of soil or the removal of soil from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on said lots. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees and then only following the obtaining of written approval for such cutting by the ARC, given in their sole discretion.

**21. Sidewalks:** Article IX, Section 21, pages 15 & 16. Details sidewalk requirements.

**22. Roofing Materials:** Article IX, Section 22, page 16. Roofing materials may include composition

shingles having a minimum warranty period of 25 years. Composition shingle roofs shall be comparable in color to weathered wood, charcoal black or driftwood shingles and comparable in surface textural appearance to wood shingles. Colors for slate, clay or concrete tile roofs shall be approved individually by the Declarant or its assignee. Any other type roofing material shall be permitted only at the sole discretion of the ARC or its assigns upon written request.

**23. Enforcement:** Article IX, Section 23, page 16.

In the event of default on the part of the Owner or occupant of any lot in observing any or all of the requirements herein set forth, such default continuing after ten (10) days' written notice thereof, the Association 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.

## VI. ARCHITECTURAL GUIDELINES

The following Guidelines were established by the ARC and the ACC with approval of the Board. They are intended to further insure consistency in decisions and assist in expediting the decision process. The Guidelines are intended to augment the Bay Pointe DCC&R's and not replace or override them. They are based on the Bay Pointe Builder Guidelines and the result of decisions made by the ARC in response to specific requests from Bay Pointe residents. All are based on the specific rules established by the appropriate governing documents. These Guidelines may be amended by addition, deletion or alteration at any time the ACC deems appropriate.

1. **Precedents:** The ACC and ARC will make every reasonable attempt to be fair and equitable, but will not necessarily be bound by past decisions. The ACC reserves the right to disapprove application for improvements that require a variance from the established Guidelines if it believes that such changes are not in the best interest of the future of Bay Pointe, even if a precedent was set by a prior decision.

From time to time, the ARC and/or the ACC will make a decision that, in retrospect, is not in the best interest of the community. The ARC and the ACC reserve the right to recognize such a situation document it in the minutes of a meeting and no longer permit its use as a precedent. The same right applies if the ACC makes an error in allowing a change or addition to these Guidelines.

2. **Quality of Repairs:** Repairs are required to be of equal or better quality than original construction and of the same type. While there is no specific requirement for the Owner to apply to the ARC for such in kind repairs, the quality of such work may come under the scope of the ARC's responsibilities if the repair is done in such a way as to detract from the appearance of the neighborhood.
3. **Landscaping:** In general, the addition or movement of trees, shrubs and other live items of landscaping is acceptable without a formal review by the ARC. Exceptions are landscaping that is, or will act as, a non-compliant fence, items that obstruct visibility causing a hazard to vehicular or pedestrian traffic, items that create a hazardous condition or any item that generates a complaint from a resident of the community. These Guidelines apply both to items that create a non-acceptable condition upon installation and items that grow to become non-acceptable. Removal of individual trees is discouraged unless the tree is diseased, dead, severely damaged or poses a hazard. Removal of multiple live trees, without suitable immediate replacements, other than for safety reasons, from any single property will not be approved.

Palm trees will be permitted as Secondary Trees in a front or side yard with ARC approval prior to planting. A homeowner will need to have a minimum of two Primary Trees in their yard before planting any Secondary Trees, I.E. Palm Trees. A maximum of three Palm Trees will be allowed in a minimum fifteen- (15) gallon size container grown specimen.

A Homeowner must also comply with the City of Houston Tree Ordinances and have prior approval from the City of Houston before submitting their HIR Form to the Association.

Street trees shall be located and maintained in the front right-of-way of a home and side right-of-way on corner lots. This right-of-way area is defined as the green space between the curb and the sidewalk. If a tree dies, it shall be replaced with the same species, a minimum fifteen- (15) gallon size container grown specimen. Additional trees planted in the front yard shall not be planted nearer than ten feet (10') to the line of street trees.

### APPROVED STREET TREE REPLACEMENTS

Live Oaks - *Quercus* (Original Species Planted)

Pistachio - *Pistachia chinensls*

Crepe Myrtle - Lagerstroemia Inadica  
Bradford Pear - Pyrus Calleryana 'Bradford'

### APPROVED PRIMARY YARD TREE REPLACEMENTS

Live Oak - Quercus Virginiana (Original Species Planted)  
Loblolly Pine - Pinus taeda (Original Species Planted)  
Texas Ash - Fraxinus texensis  
Shumard Red Oak - Quercus shumardii  
Bald Cypress - Taxodium distichum  
Water Oak - Quercus nigra  
River Birch - Betula nigra

### SECONDARY TREES

Maximum of two (2) secondary trees are approvable  
Queen Palm - Syagrus Romanzoffiana  
All other types will be taken on a case by case basis

- a) Landscape Edging. The following materials may be approved landscape edging: wood timbers, interlocking bricks, house bricks, (provided no holes are visible), or stone. Black professional plastic edging or green professional metal edging is acceptable when buried to such a level that no more than one (1) inch of the edging appears above the ground level. A homeowner is responsible for maintaining any landscape edging that is installed. If the landscape edging is deteriorating, then the homeowner will be asked to repair or remove the landscape edging.

#### 4. Exterior Lighting:

- a) Changes to Existing Lighting- Outside lighting which was installed at the time of original construction or which was installed after original construction with the approval of the ARC may be replaced with a new fixture provided that the wattage of new fixture does not exceed the wattage of the existing fixture or 150 watts, whichever is greater. Fluorescent light bulbs for Carriage and Porch lights are permitted. No strip fluorescents are of any kind are permitted.  
Existing gas lighting may be converted to an electric incandescent bulb provided that
  - (i) the incandescent bulb is clear glass type, and
  - (ii) the lighting color is white.
- b) Security Lighting- Security lighting shall be permitted with the ARC's approval so long as the **total wattage for all security lights does not exceed 300 watts**. All security lighting shall be mounted on the back plane of the house. No pole-mounted security lights (including metal halide) shall be permitted. No security light shall be allowed above the eaves of the house or garage. Exceptions to mounting security lighting behind the back plane of the house and/or allowing security lighting above the eaves of the house or garage may be granted by the ARC if the design and location of the house and/or garage on a lot warrant an exception. This will be on a case by case basis. No more than one (1) metal halide light of not more than 150 watts shall be permitted on any lot unless a cul-de-sac or corner lot. No sodium vapor or mercury vapor lights will be permitted.
- c) Landscape Lighting: Exterior landscape lighting shall be permitted with the ARC's approval so long as the lighting is located within flowerbeds, shrubs, and /or trees. A homeowner may install a maximum of fifteen (15) low voltage landscape lights (150 watts max) within the flowerbeds, shrubs and/or tree wells. Lights may not exceed one (1) foot in height. Wires, transformers, and other electrical equipment may not be visible at any time.

- d) **Gas Lights:** Two (2) gas lights per lot shall be permitted with the ARC's approval; provided that the gas lighting color is white.
  - e) **Annoyances:** All new lighting which is approved by the ARC shall be subject to a ninety (90) day trial period after installation to assure that the lighting is not objectionable to surrounding residents. The ninety (90) day period shall commence on the date of the ARC's written approval of the lighting. If at the end of the ninety (90) day period, the ARC determines that the lighting is not unreasonably offensive or an annoyance to surround residents, the ARC's approval shall be final; otherwise, the lighting shall be removed or modified in accordance with the decision of the ARC.
5. **Painting:** The existing exterior color of the main body or trim of a house, garage, or other improvement on a lot shall not be changed without prior written approval of the ARC. No attempt will be made to control painting activities in cases where the Owner is repainting with the **same color** as originally used.

Applications to paint an area that has not been previously painted or to change the color must include at least two (2) color samples or paint chips and a photograph of the brick color. If, in the opinion of the ARC, the new color is compatible with both the individual home and the neighborhood, the color change will be granted.

Colors approved for accents including trim, shutters, doors, windows, storm doors and gutters of homes and garages will be limited. Colors must be neutral colors that blend with the brick, or are compatible with the neighborhood. Accent colors are not intended to "outline" the structure and any color that does so will not be approved. If a structure is "outlined" before or after approval the homeowner will be responsible for repainting the structure.

With prior approval from the ARC color palettes for front entry doors are:

- 1) stained
  - 2) exterior color of the house
  - 3) exterior shutter color (if applicable)
  - 4) black, hunter green or red if compatible with trim color with approval.
6. **Emergency and Disaster Reaction:** Disasters such as fire and weather may cause significant construction and repair activity to take place. Temporary repairs or structures (those that are present for no longer than 6 months during reconstruction) will be acceptable under such a condition. Reconstruction in the form that existed before the disaster will be acceptable without approval by the ARC.

Temporary protective action in the even of certain weather conditions, such as hurricane warning, will not require approval of the ARC. All such installations must be completely removed and the property restored to its original condition within 15 days of the passing of the emergency. This rule specifically applies to, but is not limited to, the boarding of windows and doors during a hurricane threat.

7. **Easement Encroachments:** It is not the responsibility of either the ARC or the ACC to police encroachment into utility easement areas. If possible, the ARC will advise the Owner of a possible encroachment and recommend that the Owner seek approval or waiver from the appropriate utility. However, the ARC will not be liable for any expense incurred by an Owner as a result of action by a utility if such encroachment occurs, even if the ARC approved the change or addition without comment.
8. **Basketball Goals & Hoops:** Basketball goals mounted on the structure or on permanent poles in the front yard of homes shall not be allowed. Goals may be placed in rear (back) yards subject to setback

and easement restrictions. Portable basketball goals will not be allowed in the unfenced portion of the yard.

To the greatest extent possible, basketball goals, posts, backboards, net and hoop will be colors that are not offensive to the landscaping of the neighborhood. Bright, florescent, colors (particularly nets) will not be allowed.

9. **Construction Materials:** Certain building materials are considered unacceptable for exterior use in Bay Pointe. Other materials may be used for specific applications only. General guidelines are as follows:

- a) Brick: Generally acceptable.
- b) Aluminum: Acceptable for rain gutters and window framing. All aluminum items, regardless of their application, must be painted a color compatible with the home on which it is installed. Corrugated metal and aluminum is unacceptable for roofing materials.
- c) Hardi Product: May be used to replace original wood or composition siding so long as it is made to look like wood siding.

10. **Holiday Decorations:** Holiday decorations are permitted and will not require approval. Decorations may be installed no sooner than 30 days prior to the holiday and must be removed within 15 days after the holiday for which they are intended. The ARC reserves the right to require the removal of decorations that either generate complaints or are deemed offensive.

11. **Fencing:** Use Restrictions relative to Fencing are covered in Article IX, Section 13, and pages 13 & 14 of the DCC&R's. The following Guidelines supplement the Use Restrictions.

Perimeter fencing on all lots shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent with the DCC&R's and architectural standards established by declarant or the ACC. All perimeter fencing shall be maintained in the color, location, and materials identical to the original fencing. Fencing may not be replaced without ARC approval. Wood fencing must age, or turn gray, before it can be sealed. **Wood fences may not be painted or stained.** Fences must be 6'-6" with a rot board. No variances will be granted for other heights of fencing.

12. **Miscellaneous:**

- a) Birdhouses and Bird feeders. Birdhouses and/or birdfeeders shall be permitted subject to the prior approval of the ARC. No birdhouse and/or bird feeder shall be situated higher than ten feet (10') above the ground and no more than two (2) birdhouses and/or birdfeeders shall be permitted on a lot. The materials and color used in the construction of each birdhouse and/or bird feeder must be harmonious with the home and other improvements on the lot. Any birdhouse and/or bird feeder must be within the fenced area of the lot.
- b) Flag Poles. Flagpoles (those not mounted on a house) shall be permitted subject to the prior approval of the ARC. Flag poles mounted in the ground shall not exceed twelve (12) feet in height; location is to be approved by ARC. A flag staff may be mounted on the house, garage, tree or other improvement structure so long as the length of the staff does not exceed six (6) feet and the top-most part of the staff does not extend to a point higher than the highest point of the specific structure (tree, house, garage, etc.) on which it is mounted. No more than one (1) flagpole or staff may be installed on a lot.

- c) Weather Vanes. Weather vanes shall be permitted subject to the prior approval of the ARC. Weather vanes shall be black metal, stationary, and are mounted on either outbuildings or gazebos only. Although most weather vanes have a standard staff, unusual height may be cause for rejection.
- d) Children's Play Structures. For the purpose of these guidelines, a children's play structure shall mean any type of play set, climbing structure, play fort, slide or swing set and shall be restricted to the fenced portion of the lot. The play structure shall not exceed eight feet (8') in height, except an attached shade covering for the play structure may be a maximum of twelve feet (12') in height from the ground. There shall be **no exceptions** to the 12 feet height limitation. Play structures shall be located a minimum of ten feet (10') from all property lines. No play structure shall be located on a utility easement. Deck space is limited to no more than fifty (50) square feet. Only one (1) shade cover shall be permitted per play structure, and such shade covers are limited to no greater than twenty-five (25) square feet. The covering shall be a forest green tarp or wood. The covering used must be kept in "like new" condition or must be removed. All homeowners shall be required to sign a contract agreeing to maintain the covering before ACC approval will be issued. Wind socks streamers and/or flags attached to the play structure are not permitted.
- e) Trampoline. Trampoline safety enclosures may be installed in a backyard provided the following guidelines are met:
  - 1) The safety enclosure shall not be taller than nine (9') feet
  - 2) The colors shall be harmonious with surrounding house colors
  - 3) The safety enclosure should not be placed so it can be viewed from the front of the property
  - 4) The safety enclosure shall be kept in good repair
  - 5) The trampoline enclosures shall be located a minimum of ten (10') feet from all property lines
- f) Lawn Ornamentation. Birdbaths, bug lights, lawn art, wind-operated figures, sculptures, artistic ornaments, etc. will be prohibited from placement in public view.
- g) Planters, Urns, Flower Boxes and Hanging Baskets. All planters, urns, and flower boxes are only permitted on the front porch and /or entrance walkway. Hanging baskets are permitted on the front porch only. A homeowner will be limited to three containers and a five-gallon maximum capacity of each container on the entrance walkway. Plastic containers are prohibited on the entrance walkway.

**13. Pools:** An application for the construction of a swimming pool, spa or Jacuzzi, collectively referred to as "pool", must include a plot plan showing the proposed location of the pool in relation to the property lines, building lines, existing structures and existing or proposed fences. The application shall also indicate the direction for construction access. No swimming pool shall be constructed in a manner to impede drainage on a lot or to cause water to flow on an adjacent lot. Above ground swimming pools are not permitted. A homeowner will be responsible for all repairs to their front/side yard(s) that have been damaged due to the construction of the pool. The yard(s) must be put back into a like new state this includes the breakage of any sidewalks or the driveway.

**14. Decks:** All decks must be approved by the ARC with respect to location and the standard, type, color and quality of materials used in construction. No deck shall impede drainage on the lot or cause water to flow on an adjacent lot. No deck shall be constructed more than three feet (3') above the ground.

**15. Patio Covers:** Arbors, sun shades, patio coverings and similar structures must be approved by the ARC and must be either less than eight (8') feet in height or permanently attached to and supported by the Main Structure along one full side of the new structure. Permanently attached shingled or open-air

covers may not exceed the height of the fascia board of the home. The standard type, quality and color of materials used in construction of the patio cover must be harmonious with the standard type, quality, and color of materials used in construction of the main residence. Natural materials that age to gray color such as treated southern yellow pine or redwood may be stained or left unfinished if the final color is compatible with that of the main residence. Corrugated roofs shall not be permitted under any circumstances. Structures over 500 square feet in coverage must be attached to and supported by the main residence in any case. No structures in excess of 25% of the main residence footprint square footage will be allowed. No temporary gazebos of any kind will be permitted.

**16. Home Additions, Cabanas, and Guest Houses:** All Home Additions, Cabanas, and Guest Houses must be submitted and approved by the ARC and meet the following criteria before construction begins:

- 1) Proposed Site Plan showing the Proposed Structure and Main Existing structure
- 2) A Full Set of Construction Documents and Engineering Drawings
- 3) Samples of the Proposed Exterior Materials
- 4) Location of Exterior Mechanical Equipment, if it's a conditioned space
- 5) Cannot exceed 25% of the Square Footage of the Main Existing Structure
- 6) Cannot exceed one story on height

**17. Sun rooms:** All sunrooms must be submitted and approved by the ARC and meet the following criteria before construction begins:

- 1) Proposed blueprints showing structure and existing structure
- 2) Glazing must be bronze tint with bronze aluminum framing
- 3) Lexan and acrylic glass are not permitted
- 4) Window or through unit air conditioning units are prohibited
- 5) Cannot exceed one story in height

**18. Outbuildings:**

- a) General. Use Restriction relative to Outbuildings is covered in Article IX, Section 11, and page 13 of the DCC&R's. The following Guidelines supplement the Use Restrictions.

Only one (1) outbuilding not exceeding one-hundred (100) square feet and eight feet (8') in height shall be permitted on a lot. The standard, type, quality and color of the materials used in the construction of the outbuilding shall be harmonious with those of the main residence. For the purpose of these guide lines, gazebos, arbors and landscape structures are not considered "outbuilding". No exterior portion of an outbuilding shall be made of metal or molded plastic. An outbuilding shall be located in the rear portion of the lot, but may not be located on a utility easement. Outbuildings must also conform to the building front and side setback restrictions. No outbuilding shall impede drainage from the lot or cause water to flow onto an adjacent lot.

- b) Gazebos. For the purpose of these Guidelines, a gazebo shall be defined as a freestanding, open-framed structure with or without lattice-type walls, whose purpose shall not be for any type of storage. These typically are circular or octagonal shaped structures. All gazebos must have a permanent roof. The quality and color of the roofing shall match that of the main residence. Louvered or trellis-style gazebo roofs may be allowed as long as the quality of materials is approved. Pressure treated wood may age naturally, be stained or painted to match the residence. No exterior portion of a gazebo shall be made of metal. A gazebo shall be located in the rear portion of the lot, but may not be located on a utility easement. Gazebos must also conform to the building front and side setback restrictions. No gazebo shall impede drainage from the lot or cause

water to flow onto an adjacent lot. The eave height including finials and other applied decorations may not exceed 11 feet. No temporary gazebos of any kind will be permitted.

- 19. Lawn/Patio Furniture:** Lawn and/or patio furniture is not permitted in front yards or driveways. Benches or swings on the front porch may be permitted with prior approval from the ARC. Plastic materials are prohibited.
- 20. Solar Screens, Awnings and Sunscreens:** Solar screens are permitted with prior approval from the ARC. A homeowner must keep the solar screens compatible with the existing aesthetics of the home to be considered for approval. The frame finish must be bronze, white or aluminum to match the existing window frame. Screens may be either black or dark gray. All windows on an elevation must be screened to be considered for approval except the transom and sidelights located at the front door. Awnings visible from a front or side street shall not be permitted. The ARC must approve awnings on the rear portion of a lot.
- 21. Burglar Bars:** The use of burglar bars on the exterior of any window or doors is prohibited.
- 22. Antennas and Satellite Dishes:** As a result of the passage of the Federal Telecommunication Act, the Federal Communications Commission (the FCC) adopted a rule effective October 14, 1996, preempting certain restrictions in the governing documents concerning the installation, maintenance, and use of direct broadcast satellite dishes, television antennas, multi-point distribution services dishes (dishes or antennas), and broad band internet antennas and the following guidelines are adopted to comply with federal law and rules.

#### **Installation Rules**

- a. **Size and Type**
  1. Direct broadcast satellite dishes and multi-point distribution service dishes that are one meter or less in diameter may be installed. Dishes larger than one meter in diameter are prohibited.
  2. Antennas designed to receive television broadcast signals may be installed.
  3. Installation of transmission antennas is prohibited.
  4. Broad band Internet antennas are allowed as per FCC up to (12') above roof.
  5. All antennas not covered by the FCC rule are prohibited.
- b. **Location**
  1. If acceptable quality signals may be received by placing television antennas inside a dwelling, without unreasonable delay or unreasonable cost increase, the outdoor installation may be prohibited.
  2. As long as an acceptable signal can be received, dishes and antennas shall be located in a place shielded from view from the street or from other lots to the in a place shielded from view from the street or from other lots to the maximum extent possible without causing unreasonable delay or unreasonably increasing cost. Preferred locations include the backyard of the home, the rear eaves of the home under eight feet, and the interior side fascia of the garages.
- c. **Installation**
  1. Owners are responsible for all cost associated with the dish or antenna, including but not limited to costs to do the following:
    - A. Place of replace, repair, maintain, and move or remove them;
    - B. Repair damages to other lots and any other property damaged by dish and Antenna installation, maintenance or use;
    - C. Pay medical expenses incurred by persons injured by dish or antenna maintenance, or use;

D. Reimburse residents or the Association for damages caused by installation, maintenance, or use;

2. Dishes and antennas must be 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 from wind velocity based upon a unique location.

d. Maintenance

1. Owners shall not permit their dishes or antennas to fall into disrepair or to become safety hazards.
2. Owners shall be responsible for dish or antenna maintenance and repair.
3. Owners shall be responsible for repainting or replacement if the exterior surface of dishes or antennae deteriorates.

**23. Roofing Materials:** A homeowner who wishes to replace their roof must have prior written approval from the ARC. Roofing materials may only be high definition fiberglass composition shingles having a minimum warranty period of 25 (twenty-five) years. The high definition composition shingle roofs shall be weathered wood, charcoal black, or driftwood in color. All other types of roofing material will not be approved for use such as but not limited to slate, clay tile and concrete tiles. These materials are not original materials used in the construction of the neighborhood. No wood shingles are permitted in the City of Houston. The metal drip edging should harmoniously blend into the trim and/or gutter color. Ridge Vents and Electric Low Profile Vents are permitted for ventilation for the attic. No Wind Powered Turbines will be permitted. All HIR Forms must be filled out prior to the work beginning. A sample or picture of the shingles must be supplied at the time the HIR is submitted to the Association for approval.

**24. Window Replacement:** A homeowner who wishes to replace their windows must have prior written approval from the ARC. Window replacement must be in keeping with the original harmonious design of the community. The frame color must be bronze, white or aluminum. No wood windows will be permitted. All windows on an Elevation must be replaced at one time. This includes but not limited to sidelights and transoms. "Elevation" is defined as the front, sides or rear of a home. The Front Elevation must maintain the simulated divided light pane windows in some design. The Sides and Rear Elevations of a home can have simulated divided light, single light windows, butt glass windows and/or plate glass windows. All windows will be fixed, single hung windows or double hung windows. No casement windows will be permitted. Please submit a picture of the home along with information materials on the windows being considered for approval.

**25. Driveways and Sidewalks:** The Association nor The City of Houston are responsible for repairing or replacing sidewalks in front of a homeowner's home. A homeowner is responsible for their sidewalks and driveways. All driveways and sidewalks must be maintained in color, location and materials identical to the original construction of the builder. No widening or extensions of any kind to driveways or sidewalks will be permitted. If damage to a sidewalk or driveway is caused by a manhole cover or water meter please contact Clear Lake Water Authority as this is their responsibility to repair, not the homeowner's.

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

W:\public\procedures\architecturalguidelines.bp  
cc: Greenfiles/guidelines

MAR 15 2010

REV 6  
March 11, 2010  
Prob/BCDEED

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 blackouts, additions and changes were present at the time the instrument was filed and recorded.



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

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Notice  
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20110529764  
12/19/2011 RP1 \$24.00

**Bay Pointe Community Association  
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Harris

WHEREAS, the **Bay Pointe Community Association** ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

lee

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

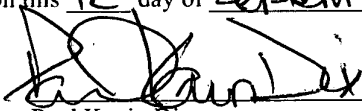
1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the Architectural Control Committee. subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling; or
  - b. on the roof of any other approved structure; or
  - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
  - a. have no portion of the Device higher than the roof section to which it is attached; and
  - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
  - c. conform to the slope of the roof; and
  - d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and

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- e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [[www.nrel.gov](http://www.nrel.gov)] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
  7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
  8. Installed Devices may not:
    - a. threaten public health or safety; or
    - b. violate any law; or
    - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
  9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 12 day of September 2011.

  
 Paul Kevin Dix  
 President  
 Bay Pointe Community Association

*ra*

STATE OF TEXAS                   §  
   §  
 COUNTY OF Harris               §

Before me, the undersigned authority, on this day personally appeared Paul Kevin Dix, President of Bay Pointe Community Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as

2011-09-12 10:51:10

the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

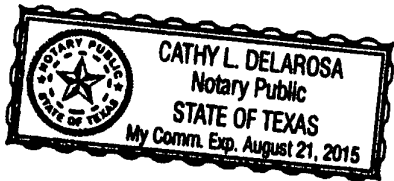
Given under my hand and seal of office this 3 day of November, 2011.

Cathy De La Rosa  
Notary Public, State of Texas

[Notarial Seal]

Cathy DeLaRosa  
Printed Name

My commission expires: 8-21-15



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 19 2011



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED FOR RECORD  
8:00 AM

DEC 19 2011

Stan Stewart  
County Clerk, Harris County, Texas

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notice  
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20110529762  
12/19/2011 RP1 \$24.00

**Bay Pointe Community Association  
GUIDELINES FOR ROOFING MATERIALS**

STATE OF TEXAS §  
  §  
COUNTY OF (filing county) §

KNOW ALL PERSONS BY THESE PRESENTS:

12

WHEREAS, the **Bay Pointe Community Association** ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the community.

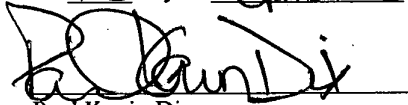
1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Control Committee. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown or dark gray tones. Light brown, light gray, blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Control Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
  - a. be wind and hail resistant; or
  - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
  - c. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:

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12/19/2011 RP1 \$24.00

- a. resemble the shingles used or authorized to be used on other structures within the Association; and
- b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
- c. match the aesthetics of properties surrounding the owner's property.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 12 day of September 2011.



Paul Kevin Dix  
President  
Bay Pointe Community Association

KL

RR 000-27-0500

STATE OF TEXAS           §  
  §  
COUNTY OF Harris       §

Before me, the undersigned authority, on this day personally appeared Paul Kevin Dix, President of Bay Pointe Community Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

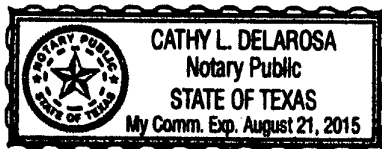
Given under my hand and seal of office this 3 day of November, 2011.

Cathy DeLaRosa  
Notary Public, State of Texas

[Notarial Seal]

Cathy DeLaRosa  
Printed Name

My commission expires: 8-21-15



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 19 2011



Stan Stanout  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED FOR RECORD  
8:00 AM

DEC 19 2011

Stan Stanout  
County Clerk, Harris County, Texas

3  
K  
Notice

20110529765  
12/19/2011 RPI \$24.00

**Bay Pointe Community Association  
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Harris

WHEREAS, the **Bay Pointe Community Association** ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

rel

WHEREAS, chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

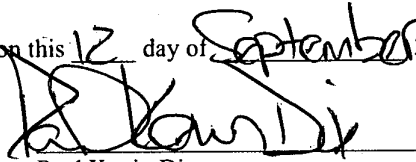
1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
  - a. placement behind a solid fence, a structure or vegetation; or
  - b. by burying the tanks or barrels; or
  - c. by placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
  - a. the barrel must not exceed 55 gallons; and
  - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
  - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

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- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Control Committee approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 12 day of September 2011.



Paul Kevin Dix  
President  
Bay Pointe Community Association

*102*

STATE OF TEXAS           §  
  §  
COUNTY OF Harris       §

Before me, the undersigned authority, on this day personally appeared Paul Kevin Dix, President of Bay Pointe Community Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

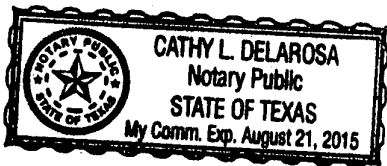
Given under my hand and seal of office this 3 day of November, 2011.

Cathy DeLa Rosa  
Notary Public, State of Texas

[Notarial Seal]

Cathy DeLa Rosa  
Printed Name

My commission expires: 8-21-15



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

DEC 19 2011



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED FOR RECORD  
8:00 AM

DEC 19 2011

Stan Stewart  
County Clerk, Harris County, Texas

3  
Article  
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39110529763  
12/19/2011 RPI \$24.00

**Bay Pointe Community Association  
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS                   §  
  §  
COUNTY OF Harris County       §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Bay Pointe Community Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

*el*

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
  - 1.1. the flag of the United States; and
  - 1.2. the flag of the State of Texas; and
  - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
  - 2.1. flags for schools, sports teams, businesses or foreign countries; or
  - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
  - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Control Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.

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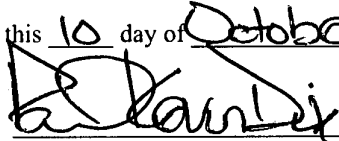
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
  - 11.1. in any location other than the Owner's property; or
  - 11.2. within a ground utility easement or encroaching into an aerial easement; or
  - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
  - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
  - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
  - 12.1. be ground mounted in the vicinity of the flag; and
  - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
  - 12.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
  - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

- 14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- 15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Note that if any item(s) differ from these guidelines you must submit a Home Improvement Request for review.

Approved and adopted by the Board on this 10 day of October 2011.

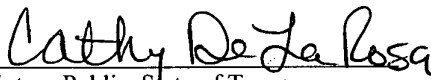
  
 Paul Kevin Dix  
 President  
 Bay Pointe Community Association

102

STATE OF TEXAS           §  
   §  
 COUNTY OF Harris       §

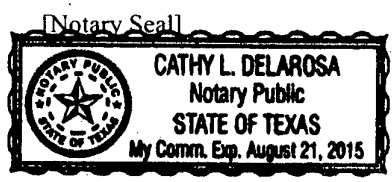
Before me, the undersigned authority, on this day personally appeared Paul Kevin Dix, President of Bay Pointe Community Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 3 day of November 2011.

  
 Notary Public, State of Texas

CATHY DELAROSA  
Printed Name

My commission expires: 8-21-15



FILED FOR RECORD  
8:00 AM

DEC 19 2011

  
 County Clerk, Harris County, Texas

2190-27-0512

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 19 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2  
Notice  
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**Bay Pointe Community Association  
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS                   §  
   §                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF Harris           §

WHEREAS, the **Bay Pointe Community Association** ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

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WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

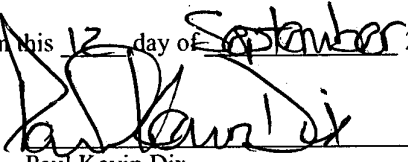
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

20110529761

Approved and adopted by the Board on this 12 day of September 2011.

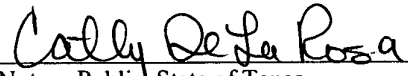
  
Paul Kevin Dix  
President  
Bay Pointe Community Association

*BL*

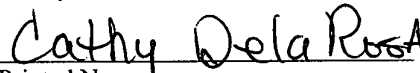
STATE OF TEXAS           §  
  §  
COUNTY OF Harris       §

Before me, the undersigned authority, on this day personally appeared Paul Kevin Dix, President of Bay Pointe Community Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

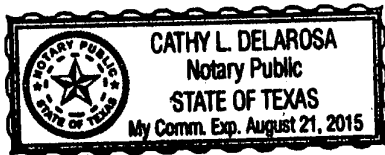
Given under my hand and seal of office this 3 day of November, 2011.

  
Notary Public, State of Texas

[Notarial Seal]

  
Printed Name

My commission expires: 8-21-15



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 19 2011



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED FOR RECORD  
8:00 AM

DEC 19 2011

  
County Clerk, Harris County, Texas

2011-11-27-0506

BPCA

# FDC

## Commercial Development Guidelines

For Master-Planned Communities  
of  
Friendswood Development Company  
1994  
(revised November 2000,  
for the Clear Lake City Community Association)

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## I. Introduction and Philosophy

Friendswood Development Company (FDC) communities are constantly evolving due to changing consumer expectations and public regulations. Typically, this evolution reflects changing market and regulatory conditions. Thus, it is important that each FDC community have an overall set of policies and standards to provide a framework for dealing with these changes. In an effort to protect and enhance property values by encouraging and guiding compatibility of site, building and signage design in new and existing development, FDC has created these Commercial Development Guidelines.

These Guidelines are designed to serve as a key mechanism by which FDC communities *guide* their commercial development. They give landowners considerable flexibility in developing their property as long as their projects conform to certain criteria designed to protect the integrity and value of the community. The basic purpose of these Guidelines is to encourage quality design and character while mitigating undesirable impacts before they develop. FDC strongly believes that these ideals can be accomplished through a creative effort between Friendswood Development Company and other private enterprises.

*The Commercial Development Guidelines are not intended to be an absolute design regulation nor presume to predict all possible site specific conditions.*

**IT IS ABSOLUTELY IMPERATIVE THAT THE ARC REVIEW ANY PROPOSED ADDITIONS OR MODIFICATIONS, EITHER IN APPEARANCE OR CONSTRUCTION, PRIOR TO THE INITIATION OF ANY PROJECT. IT IS NOT THE INTENT OF THESE GUIDELINES TO RESTRICT COMMERCIAL DEVELOPMENT BUT TO MAINTAIN AND PROTECT THE VALUE OF THE AREA. SINCE IT IS NOT POSSIBLE TO PREDICT THE SITUATIONS THAT MAY ENSUE, IT IS THE RIGHT OF ARC TO DETERMINE THE SUITABILITY OF ANY CHANGES PLANNED AND IS THE FINAL AUTHORITY IN ITS DECISIONS.**

**A. General Commercial Information**

FDC's commercial development classifications were established as a control mechanism. Commercial classification uses are defined as follows:

1. **Retail and Commercial**

Free-standing retail, retail shopping centers, service stations, cinemas, hotels, restaurants, banks, entertainment facilities, research and development facilities, service/distribution centers, showrooms, auto dealerships, and related retail uses.

2. **Office**

Professional office buildings freestanding or campus style.

3. **Institutional**

School and church sites, day care facilities, day care facilities, library, hospital, government or community buildings, etc.

4. **Multi-Family Residential Attached Units**

Multi-family residential development including apartments, townhouses and patio homes of medium (5 to 18 units per net acre) and high density (18 or more units per net acre).

**B. Architectural Review**  
(for uses other than single-family residential construction)

To insure the integrity of the development concepts defined in these Guidelines and in accordance with applicable declarations, the following activities must be reviewed and approved by the appropriate Architectural Review Committee (ARC) prior to commencement:

**Clearing**  
**Demolition**  
**New construction**  
**Signage (temporary and permanent)**

This document provides general development guidelines to property owners in Friendswood Development Communities. However, the ARC will apply flexibility and latitude in its approval of plans and specifications. This flexibility can allow the ARC to accommodate individual project master-plan objectives. It is the responsibility of the builder/developer to provide substantiating information to the ARC on all special conditions or circumstances regarding a deviation from the guidelines.

It is the responsibility of the builder/developer to become thoroughly familiar with these Guidelines and to raise questions of interpretation at the earliest possible time.

**C. Approval Procedures**

The Architectural Review Committee (ARC) approval consists of a two-step process: Preliminary Plan Approval, and Final Construction Plan Approval. A pre-planning discussion with the ARC is recommended to highlight any specific sensitivities that may exist. The approval process may include referral to a qualified outside consultant.

Following review by the ARC at Step 1 and Step 2, a summary letter stating the results of the review will be mailed to the builder/developer within thirty (30) days of the submittal. The ARC will endeavor to expedite the review and response process.

Step 1: Preliminary Plans. The builder/developer is required to submit the following preliminary information when available.

**Floor plans**

**Exterior building elevations**

**Site plan**

- a. Site size (acreage)
- b. Existing improvements on site (utilities, fencing)
- c. Percentage of site devoted to open space
- d. Existing vegetation locations within proposed setbacks or reserves that may be impacted by land use, driveway or services access parking lots, or median cuts.
- e. Building(s) location and size (square footage)
- f. Building and parking setbacks/dimensions
- g. Parking lot(s) configuration, ration and capacity
- h. Service area(s), trash receptacle, and mechanical equipment locations (with screening method)
- i. Proposed fencing and/or screening walls
- j. Satellite/antenna dish location (with screening method)
- k. Proposed signage location(s)
- l. A note outlining the builder/developer's understanding of maintenance and irrigation boundaries for the site where site adjoins an existing maintained landscape setback.

Plans should be drawn in a format typically produced by a registered professional architect. The builder/developer may wish to submit a rendering or sketch of exterior building appearance as a supplement to this submittal.

ARC approval of preliminary plans does not constitute ARC acceptance of the final construction drawings or approval to begin construction. All information required in Step 2: Final Construction Plan Review must be submitted and approved in writing prior to any construction. The ARC may convene and act on special occasions in an effort to accommodate unusual situations where justified. These procedures are part of the overall effort to insure that an acceptable quality level is attained without the necessity of imposing undue, cumbersome regulation.

Step 2: Final Construction Plans. Upon completion and approval of Preliminary Plans (Step 1), the builder/developer may submit Final Construction Plans (Step 2). The submittal should include the following:

**Site Plan**

Utility layouts on site (approval(s) by appropriate agencies required)

Landscape plans and tree preservation plan

Exterior lighting plans (including photo meters details)  
Signage plans and elevation(s) (temporary and permanent locations)  
Architectural elevations (all sides)  
Exterior material and color samples

Additionally, the Owner's construction contact and field superintendent's name and telephone number must be provided to the ARC.

It is recommended that the builder/developer engage a registered professional architect, landscape architect, and engineer for the preparation of the project plans, specifications, and construction administration services.

All components of building and site design must adhere to the local codes having jurisdiction. Projects in the city of Houston must adhere to the City of Houston Building Code, Development Ordinance, Landscape Ordinance, Parking Ordinance and/or any other applicable codes, statutes, regulations or ordinances. Where no local code is in effect, the Standard Building Code shall be used for the basis of construction. The builder/developer is responsible for obtaining all local county Flood Control and Utility District approvals. The builder/developer will also be responsible for determining the nature of restrictions associated with pipeline or utility easements which may be located on the site. The ARC will not be responsible for the interpretation of any building codes or ordinances. ARC approval of submitted plans does not constitute compliance with any governmental codes, ordinances or regulations, nor does ARC approval release the builder/developer from the responsibility of compliance with all codes, ordinances, or regulations in effect.

The builder/developer is responsible for abiding by all Non-Point Discharge Elimination System (NPDES) regulations as promulgated by EPA in September 1992. Additional Guidance has been issued by the City of Houston and Harris County. To this effort, the builder/developer must prepare a Pollution Prevention Plan (PPP) for the construction site, including an erosion and sedimentation control plan for the site which must be included in the construction drawings. The builder/developer is also responsible for submitting a Notice of Intent (NOI) to EPA for compliance with EPA's General Permit. Friendswood Development Company retains the right, but not the obligation, to request a copy of the builder/developer PPP and to make on-site inspection and reasonable changes to ensure adequate erosion protection.

No construction may commence until plans have been approved by the ARC. The ARC reserves the right to enforce compliance with the approved plans by legal means as necessary.

**D. Variances**

The ARC will consider the potential negative impact and precedent that may be set within the community regarding a variance request. Variances may be granted in situations where the builder/developer can fully satisfy the ARC that adherence to the guidelines:

1. Presents a significant hardship to the project.
2. An alternate approach which exceeds the intent of these Guidelines is preferable; and/or
3. the Guidelines do not adequately address a specific condition;
4. a precedent within close proximity to the site has previously been set;
5. the variance does not set a negative precedent within the community.

The builder/developer should not plan or design any portion of a project on the assumption of receiving a variance to these guidelines. It is suggested that the builder/developer contact the ARC immediately should the adherence to the Guidelines propose a potential problem or as questions arise regarding the interpretation of these guidelines. Further, the ARC shall not be responsible for any re-design caused the builder/developer as a result of misinterpretations of the Guidelines.

## II. General Development Guidelines

### A. Site Planning

Planning for site entrances, landscape design, pedestrian access, vehicular access and parking, building location and character, security, and site utilities must be executed to preserve existing site improvements and landscaping where possible. All site planning must meet the criteria listed below.

#### 1. Open Space Requirement

Open space is defined as land not covered by building structures or used for automobile circulation and/or parking. However, open space may include landscape reserves, swimming pools, tennis courts, and pedestrian sidewalks within a landscape area. All open space must be landscaped and irrigated unless it remains as undisturbed forest, wetland, or other natural area. Open space does not include street rights-of-way.

Open-space requirements are as follows:

<u>Use</u>	<u>Open Space Required</u>
Retail, Commercial and Office Buildings	
Sites under 5 acres	20%
Sites over 5 acres	10%
Institutional	
Schools (excluding ball fields), Churches, etc.	20%
Multi-Family Residential	
8 – 18 units/acre with 250 s.f. of courtyard/unit	30%
8 – 18 units/acre without a courtyard/unit	40%
Over 18 units/acre with 250 s.f. of Courtyard/unit	20%
Over 18 units/acre without a courtyard/unit	30%
Business Parks, Service/Distribution, Office Showrooms	
Clear Lake City	20%

Note: For multi-family residential projects, it is recommended that each unit be provided with two hundred (200) square feet of private

open space with a view of a landscaped greenbelt, courtyard or general open space.

2. Setback Requirements

Setback areas, including easements, must be landscaped and irrigated unless they remain as forest, wetland, or other natural area. Setbacks are measured from the property line.

Setbacks are required, as indicated below, along all public streets and interior property lines unless specifically altered by Friendswood Development Company in the deed or by City of Houston requirements. None of these setbacks may be paved except for driveway and sidewalk crossings approved by the ARC.

D.

<u>Area</u>	<u>Building/ Parking Setbacks</u>	<u>Building Setback</u>	<u>Parking Setback</u>
Major Highway (interstate, freeway)	75 feet		
Minor Highway	50 feet		
Major Thoroughfare/Artery - Clear Lake City	25 feet*		
Collector Street between Thoroughfares	25 feet*		
Local/Neighborhood Streets Side or Rear Lot Line **		25 feet	10 feet
- Adjacent to non-residential	10 feet		
- Adjacent to residential		25 feet	10 feet
- Adjacent to greenbelt	10 feet		

\*Unless modified by the ARC

\*\*When setback accommodates a utility easement, the setback must be increased 5'.

3. Landscape Requirements

Master-planned communities include quality landscaping in setbacks, reserves, and open spaces. At a minimum, all sites must comply with the City of Houston or other applicable local Landscape Ordinance. When such an ordinance is unavailable, the following minimums must be met: All projects must be landscaped and irrigated to complement the quality and design of the landscaping on the adjacent public streets or greenbelts and blend with the residential areas. All landscape and irrigation plans must be submitted to the ARC for review and approval.

- E. a. **Setbacks**  
All sides of a project are visually important. The front and side setbacks should receive equal attention. All setbacks in non-forested areas must be landscaped with a combination of low growing shrubs and trees. Berms may be used in lieu of low growing vegetation. Tree clustering is encouraged. All berms should be kept to a slope of 3:1 or less with a maximum height of four feet (4'). Landscape treatment which exceeds the Landscape Ordinance is encouraged in front setbacks along public streets. Particular attention should be given to screening parking lots from the rights-of-way. The ARC reserves the right to determine the appropriate level of landscape required which may exceed those requirements as outlined in the Landscape Ordinance.
- F. b. **Parking Lots**  
Landscaping and the planting of shade trees for sun screening is required in parking lots and along pedestrian walkways. For sites larger than five (5) acres, parking lots are required to have landscaped areas or "islands" totaling at least 5% of the parking lot area.  
  
For parking lots with more than sixteen (16) parking spaces, one (1) tree is required for every ten (10) parking spaces. Trees should be shade providing canopy varieties at least two and one-half (2 ½) inches in caliper and at least twelve feet (12') in height.
- G. c. **Plant Species**  
Plant species for all landscaped islands should be carefully selected for tolerance to exhaust fumes and pavement heat. Trees that drop sap are to be avoided as are trees that drop large amounts of blossoms, seeds, and pods that may clog drains. Additionally, the use of trees that are susceptible to insects and disease, as well as trees with expansive root systems that could disrupt paving and underground lines, should be avoided. Please see Appendix A: Recommended Landscape Planting List.
- H. d. **During Construction**  
If landscaping exists in the proposed setbacks, it must be retained and protected during construction. Existing trees installed within the last three (3) years in landscape setbacks and located at proposed driveway locations must be relocated within the setback or replaced with equal specimens. Elsewhere on the site, existing trees should be saved wherever possible and incorporated into the required open space

#### 4. Building Orientation

When orienting and locating the building(s) on a site, visibility and privacy issues from adjacent roads, location of existing trees, parking lot circulation, any pedestrian connections to adjacent building or parcels, energy conservation, and impacts to adjacent buildings, existing or future, should be considered.

Buildings are a positive influence in creating a community and public space. Where appropriate to the site, buildings should be oriented to the street. The parking lot should be internal to the site and screened from the street – an arrangement which accents the building, promotes pedestrian traffic and enhances the street scene.

For multi-family projects, the entry drive into the site should feature landscaped medians. Parking lots and covered parking structures should occur on the interior of the site. Individual units should be oriented to the street or amenity whenever possible. When living units face directly onto a street, setbacks may be increased in order to provide adequate space for a landscaped buffer.

#### 5. Vehicular Access

Location of ingress and egress will be controlled and traffic circulation impacts must be carefully evaluated. The builder/developer is responsible for meeting all local city or county traffic standards. All proposed curb-cuts are subject to review and approval by the ARC. The ARC may require appropriate traffic analysis to be submitted for review.

Vehicular access should be designed to:

- minimize auto/pedestrian conflicts
- minimize curb-cuts
- maximize curb cut distance to a major intersection in an effort to minimize automobile conflicts.

Shared curb-cuts between two parcels are encouraged. Driveways or curb-cuts along the portion of a frontage road at the intersection of a highway and a major thoroughfare is strongly discouraged.

## 6. Service Access and Service Areas

Service drives and service areas should not interfere with parking, driveways or walkways and must be screened from adjoining properties, all public rights-of-ways, and from the office areas of any other buildings which share the site. Ideally, service areas should be provided at the rear (side opposite the street) of all buildings. Service areas which are recessed into the buildings are preferred. These areas should be paved, internally drained and screened from public view (including views from upper floors of adjacent buildings). In all cases, screening must be compatible with building materials.

## 7. Outside Storage Operations

Outside storage operations are prohibited except in certain instances when deemed by the ARC to be absolutely necessary for the functioning of a service/distribution center or retail, such as a nursery. Outside overnight storage of automobiles or motorized vehicles is generally prohibited. When outside storage occurs, these activities must be screened from public view in a manner which is architecturally compatible and approved by the ARC. Towers, tanks, and other structures or equipment must be effectively shielded from public view. The location and appearance of special equipment are subject to review and approval by the ARC.

## 8. Pedestrian Access

Free-standing buildings are encouraged to provide pedestrian connections between immediately adjacent commercial sites or public path systems. Important connections to retail facilities, residential areas, office complexes, neighborhood greenbelts and open space should be designed into the site in low auto traffic areas and identified to users and drivers for safety. The on-site pedestrian system should be integrated with existing or future connections to adjacent sites.

Walkways for high turnover parking lots are highly encouraged. These walkways should be designed for safe access from buildings to parking areas. These walkways should be integrated with existing sidewalks and be constructed of concrete, stone, brick, tile, or other hard, slip-resistant surface materials and be enhanced with landscaping to help distinguish and make them pleasant.

9. Minimum Parking Requirements

An adequate number of parking spaces for employees, customers/visitors, and the handicapped are required for each site. All parking spaces required to meet parking ratios must be located off street. Parking should be provided in close proximity to the building(s) being served. Parking lots should not be used by delivery or service vehicles either for parking or as the primary means of reaching service areas. At a minimum, all sites must meet the minimum parking ratios of the City of Houston Parking Ordinance or other local ordinance in effect.

10. Parking Lot Design Standards

Parking lot plans must be included with all submittals for ARC approval. Parking lots should be designed to minimize the distance between parking space and building entry for as many parking spaces as possible.

Parking lots must be constructed of concrete. A variance for the use of asphalt or decorative masonry may be granted by the ARC on a case by case basis.

All parking lots shall be designed in accordance with City of Houston standard stormwater runoff curves. All driveway connections must be built to the applicable City or County standards with a minimum turning radius of fifteen feet (15') off of major thoroughfares. Expansion and construction joints shall be located in accordance with current engineering design principles and sound construction practices.

Parking may be developed on grade, below grade, or in multi-level structures above grade. On-grade parking should appear inconspicuous, not dominate its environs, and must be visually screened from adjacent property and green space by the use of berms, new trees, and the preservation of existing trees. Entrance drives should terminate in a drop-off point at the front entrance to the building.

All parking lots should be separated from service areas and should be designed to discourage use by delivery vehicles for parking, or as the primary means of reaching service areas.

High-Density Residential: Parking should be fragmented into lots of twenty to forty (20 – 40) spaces. Parking should occur on the interior of the site with the multi-family units oriented toward the street(s) side and side lots of the property.

Medium-Density Residential: Clustered surface parking, individual parking pads, or individual garages may be utilized in medium-density residential projects. Parking must be screened from the view of all public streets. If garages or individual pads are used for parking, separate and clustered parking must be provided for guests.

Parking should be located to provide clear and direct access to each unit. Projects which include garages and individual driveways in the front of the unit may reduce the guest parking requirement. The driveway must be a minimum of eighteen feet (18') from the front of the garage to the curb or sidewalk, whichever is closest.

#### 11. Parking Garages

For all uses, structured above-grade parking should be designed to incorporate a minimum number of levels, appear as inconspicuous as possible, and be compatible with its respective building as well as other structures on neighboring sites (concrete construction preferred). Parking structures should be no more than one-third (1/3) the height of its respective building. In general, it is recommended that parked vehicles be screened by solid spandrel panels. Cable barriers alone are discouraged. All parking structures must be internally drained, and exterior finish materials and color must be approved by the ARC.

When a parking garage is utilized, a minimum of one (1) tree at least two and one-half (2 ½) inches in caliper and at least twelve feet (12') in height, preferably evergreen, per fifteen feet (15') of garage perimeter is required to be planted at the base of the parking garage. This is in addition to any general landscape requirements applied to the site.

Locations of entrances and exits should be planned to have the least impact on residential streets and busy intersections.

## 12. Drainage

Internal site drainage is the responsibility of the building developer. Surface drainage tracts is prohibited. The Municipal Utility District and the Water Control and Improvement District in which the project is located, plus the appropriate County Flood District, and any and all other appropriate agencies, must inspect and approve connections to their systems when applicable. All sites must have drainage contained on site.

Surface drainage and rood run-off shall be diverted away from the building foundations, either directly to storm detention areas, storm sewers or their inlets. Drainage from open space of a building may be sheet-drained across a sidewalk to parking lot drainage points. Roof run-off must be directed to interior roof drains or to gutters and down spouts. Down spouts shall tie directly into storm sewers. All drainage must be designed by a licensed professional engineer.

## 13. Easements

All recorded easements and rights-of-way must be observed. Any use within the easements must have approval from the easement owner and the ARC. Additional easements for utilities service may be imposed if required.

### **I. B. Site Elements**

Site elements are improvements to the site which can affect the aesthetics and visual integrity of the site as a whole. They are to be carefully considered and are subject to ARC review.

#### 1. **Utility Areas and Communication Equipment**

All utility areas located outside the building must be screened from adjacent public streets and adjoining private property. Location of utilities inside the building is preferred. Banks of electric meters shall not be visible from public roadways. Towers, tanks and other structures or equipment shall be screened from adjacent public streets and adjoining private property. All transformers must be pad-mounted and screened by a wall, fence, or landscaping, and/or painted to coordinate with the adjacent building. All transformer electrical drops and utilities must be underground, including secondary power, unless specifically approved by the ARC. For roof top penetration requirements please see section C-5, Roof-top equipment. The location and appearance of all utility and

communication equipment is subject to review and approval by the ARC. In general, communications equipment will be limited to fifty feet (50') and satellite dishes to ten feet (10') and located as inconspicuously as possible.

2. Trash Receptacles and Enclosures

Trash receptacles must be oriented to the building service areas and screened with a four-sided enclosure. The enclosure must be constructed of materials compatible with the building. The enclosure must be two feet (2') taller than the height of the receptacle and a minimum of eight feet (8') in height. Masonry construction is preferred. Gates should be constructed of metal and be opaque. Wood gates supported by a structure of tubular metal are acceptable for all uses except mid or high rise office buildings. Wood-link or chain-link materials are not acceptable for either the enclosure or the gate.

3. Screen Walls and Fencing

In some instances it may be necessary to provide screening between a commercial property and a neighboring commercial or residential property. When, in the judgment of the ARC, screening is required, the site developer will install a six foot (6') to eight foot (8') fence or wall along the property line. Any wall(s) or fencing must be constructed of materials which are compatible with exterior materials of the building as approved in writing by the ARC. Curb stops in parking areas are required to prevent damage to walls and fencing. The use of chain-link fencing is generally prohibited. In limited cases, the ARC may grant a variance for chain-link where the fence is not visible from the street or adjacent property. If approved, the fence must be either black or green vinyl coated.

Multi-Family Residential The common property line between multi-family residential projects of medium and high density and open space areas may be fenced. When adjacent to park space or greenbelt, fences are to be painted pipe metal or wrought-iron with a standard height of six feet (6') and a standard panel length of eight feet (8'). Spacing between pickets should be a minimum of four inches (4"). Paint finish must not conflict with the color of adjacent open space, such as drainage easements, the fence may be a solid fence with a maximum height of six feet (6'). The specific color and design of fences and gates must be reviewed and approved by the ARC. Rear and side lot fencing not facing a roadway may be opaque.

Walled or fenced courtyards are encouraged for townhouse or patio home projects. The walls of private courtyards which face public streets must be constructed of the same predominant materials as the building. Chain link fencing is prohibited.

4. Mailboxes

All mailboxes should be placed inside the building or at lighted entrances to building clusters. Mail delivery and pickup must be coordinated between the builder/developer and the U.S. Postal Service.

5. Flagpoles

A maximum of two (2) flagpoles per site will be allowed to display the U.S. Flag and the Texas flag. An additional flagpole may be approved by the committee. School sites will be permitted one (1) additional flagpole to school flag. Submission for ARC review should include pole locations, flag and pole sizes.

The flagpoles should be one piece construction of seamless metal tubing or fiberglass and taper approximately one inch (1") to each five and one-half feet (5 ½') of length. Poles should be a single architectural color such as white, clear anodized, or dark bronze finish.

The maximum height of a flagpole shall not exceed thirty-five feet (35'); the pole should be capable of withstanding local wind velocities.

The length of the flag should be approximately one-fourth (1/4) the height of the pole on which it is mounted. Building-mounted flagpoles are not permitted. Illumination of flags will be permitted for permanently mounted flags only. Flags and/or poles must be replaced when they become faded or worn.

6. Lighting

Site lighting fixtures must be installed and should provide a sense of safety and security throughout the area. Spill-over onto adjacent properties must be avoided and is prohibited where adjacent is single family residential. All public street lighting will be installed by the local power company. For parking lots, the light fixture luminaire should be a basic box shape with light cut-off, such as Kim EKG model or equal,

mounted on a metal pole not to exceed thirty feet (30') in height or as determined appropriate by the ARC. The light color should be warm and consistent with surrounding light sources. Parking lots must be illuminated to a minimum on one (1.0) foot-candles (11 lux). Any lighting used to illuminate off-street parking areas shall be located, shielded, and directed upon the parking area in such a manner that it does not reflect or cause glare onto adjacent properties or interfere with street traffic. Figure 1

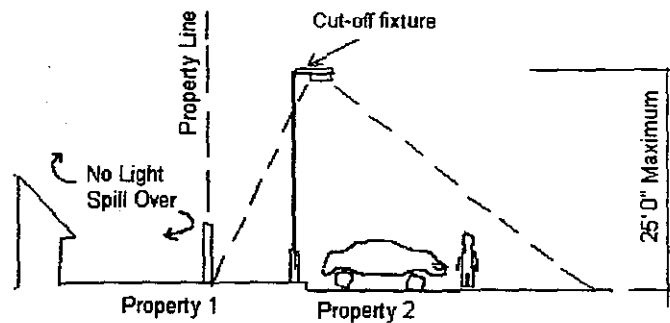


Figure 1 - Site Lighting

The light fixture luminaire for open-space and walkway fixtures should be a box or other approved design mounted on a pole exceeding fifteen feet (15') in height. The fixture and pole color should be compatible with the building or other site lighting. Open space and walkways will be illuminated to approximately two (2.0) foot-candles (22 lux).

The use of low level lighting, landscape accent lighting and architectural lighting is encouraged. The illumination source should be a "warm light".

All light fixtures and lighting plans are subject to approval by the ARC.

#### 7. Site Furnishings / Play Equipment

Site furnishings and site architectural elements are encouraged and must be compatible in material and color with the building. Outdoor seating and gathering areas are highly encouraged. Trees in grates and planters located in and near facilities can provide a visual amenity and incorporate seating areas. All paving and tree grates should provide safe footing for pedestrians.

Exterior playground equipment requires ARC review and approval in writing prior to construction and installation. Color samples must

accompany any request for consideration. Playground equipment shall not exceed twelve feet (12') in height. Multi-colored canopies are strongly discouraged. Play equipment will be substantially screened from adjacent residential uses.

8. Helicopter Pads

Helicopter pads will be considered on an individual bases by the ARC and are subject to prior approval by local or federal authorities having jurisdiction.

**J. C. Structures**

1. Building Design and Character

Architectural character of buildings should be complementary to the overall image of the community. Architectural compatibility will be included in the ARC review.

Design codes of the appropriate jurisdiction must be met and, in all cases, shall meet or exceed the requirements of the City of Houston Building Code or the Standard Building Code.

Building locations should reflect consideration for roadway visibility, arcades, existing tree stands, and parking lot circulation. Buildings on corner sites should be positioned close to roadways with landscaping between the building and the adjacent street pavement.

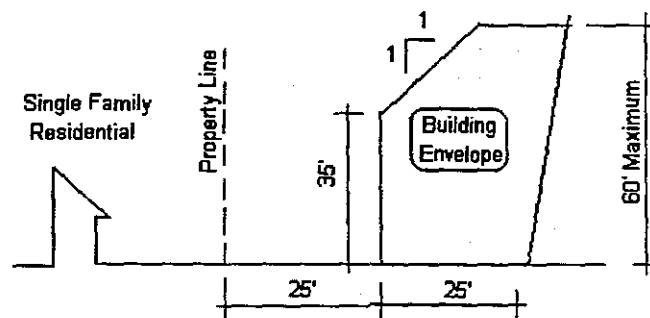
All buildings should incorporate clean, functional design. Building mass should simple, geometric, and finished in the same materials on all sides. Building-mounted signage, or sign bands, where necessary, should be integrated into the elevation design.

The sides and backs of buildings should be architecturally consistent with the front. Side or back elevations which are most often viewed by the general public may require as much attention as the front elevation. Roof lines, architectural detailing, and landscaping are all features that can be utilized to accomplish this objective.

Multi-tenant buildings should be constructed with compatible materials and design characteristics in order to present the identity of an organized building cluster. There should be a compatible family of design elements in building form and materials, roof lines, colors, and landscaping.

Multi-family buildings should be residential in scale and character. Balconies and wing walls for privacy are encouraged. When used, they should be part of the design and not appear as separate elements. First floor patios must be screened by a privacy fence or wall. Carport locations and materials should complement the residential buildings.

Building height within master-planned residential communities is limited by the use and location in each community as provided for in the deed. When a site is immediately adjacent to single family residential construction, the maximum building height is limited to thirty-five (35) feet at a point twenty-five (25) feet back of the property line. The building height may increase from that point at a 1:1 ratio to a maximum height of sixty (60) feet.



K.  
L.

Figure 2 – Building Height

## 2. Energy Conservation

Energy conservation should be a factor in building design. Energy conscious design should include siting, exterior building envelopes, energy-efficient heating, ventilating, air conditioning, water heating, illuminating systems, and other equipment for effective use of energy. Energy conservation should consider the following:

- a. Number of stories
- b. Exterior surface colors.
- c. Shading or reflections from adjacent structures, surrounding surfaces or vegetation.
- d. Opportunities for natural ventilation responding to prevalent wind direction.
- e. Adequate thermal resistance and low air leakage.

### 3. Exterior Materials and Colors

All exterior materials should complement the architectural design and the overall image of the community in which it is located. Buildings should be constructed with compatible materials, textures, colors, and forms. No more than two (2) dominant materials should be used on a building exterior.

Acceptable materials are concrete, concrete block, glass, glass block, brick, split face concrete block, stone, wood, metal, stucco and stucco-like materials. Current technology should be considered in construction material selections, i.e., use of energy-conserving glass. Corrugated steel or aluminum siding, industrial building systems, and plastic are some of the materials generally prohibited from use unless approved by the ARC for a site location not visible from the public street or adjacent sites.

Earth-tones with limited pastel alternatives are recommended for dominant wall colors for building materials. An accent color may be applied to trim, fascia boards, door panels, or miscellaneous metals. All colors are subject to ARC review and approval.

### 4. Roof Design and Materials

Roof forms and materials on all buildings within immediate proximity should be compatible with one another to create the image of an ensemble. Pedestrian arcades, canopies, and overhangs should be integrated with the roof form. Roof color should be uniform and integral to the materials. Earth-tones such as gray, green, beige, red or brown are acceptable. Acceptable materials include asphalt shingle, wood simulated composition, slate, metal, and built-up or single-ply membrane.

### 5. Roof-top Equipment

Roof-top penetrations and mechanical equipment must be completely screened from view from public streets and neighboring parcels by a parapet wall. The parapet wall must be compatible with building materials. Roof-top equipment must be painted to blend with the color of the building or the roofing system when visible from adjacent parcels or buildings. Figure 3

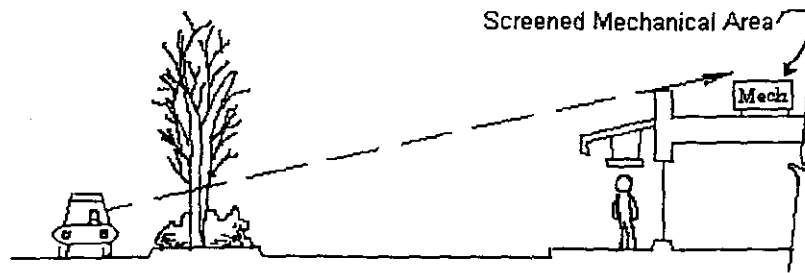


Figure 3 – Roof-top Equipment

#### 6. Pedestrian Arcades

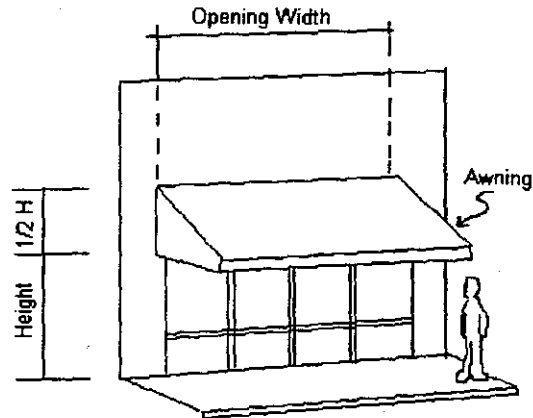
Pedestrian arcades and covered walkways are encouraged and should be incorporated to link adjacent buildings. Arcades and canopies create identity and provide shade.

#### 7. Awnings

Awnings that serve a functional purpose and are compatible with the building forms are acceptable. Awnings may be installed over openings such as doorways, windows, recessed openings and archways. The use of angled or “lean-to” type awnings are preferred over other configurations. Awnings are recommended to be one solid color. Multicolor and/or striped awnings are discouraged.

Awnings may be constructed of canvas and metal. The frame must be securely attached to the building and finished in a non-corroding surface. The individual width of an awning should not exceed the width of the opening for which it is intended. The height of an awning shall be limited to not more than one-half (1/2) the height of the opening for which it is intended. Awnings must be replaced when they become faded or worn. No graphics are permitted on an awning in a multi-tenant retail center due to the inconsistent coloration that may result as awnings are replaced in a piecemeal fashion when tenants vacate their space. Logo graphics (no text) may be permitted on awnings for freestanding retail buildings at the discretion of the ARC.

Figure 4



**Figure 4 – Awnings**

#### 8. Burglar Bars

Wrought iron and/or burglar bars will be considered only if the ARC determines that they are compatible with the architectural character of the building. Burglar bars on the exterior are prohibited. When approved, burglar bars must be attached to the inside of the window frame behind the glass. Approval must be granted prior to installation.

#### D. **Signage**

All non-residential uses must conform to the signage requirements outlined below.

In general, it is prohibited to use signage which by its location, size, shape, color, lighting, subject or sound, may be harmful to the appearance of the locality, public street, site, or view, or constitute a threat to road traffic. Specifically prohibited signs include those signs prohibited in the City of Houston Signage Ordinance, as well as rotating, trailer, animated, movable, oscillating, iridescent or dayglo painted signs, signs which make noise, and laser lights. Also prohibited are “canned” signs constructed of a light box frame with a single panel backlit sign which includes the logo and sign copy applied to the building surface (except for national tenants of freestanding retail buildings as may be approved by the ARC). Other prohibited signs include changeable message boards (with the exception of community and or informational signs for schools, churches and institutional buildings subject to ARC approval).

Banners and flags are prohibited except as permitted in these Guidelines. Balloons, streamers, pennants, search lights, signs with exposed or flashing lights, signs with moveable parts, or any other such fixtures or items deemed to be inconsistent with the intent of these Guidelines are prohibited.

The use of exposed neon is discouraged and not acceptable in most cases subject to ARC approval. No sign will be permitted to extend beyond the roof of the building(s).

All sign designs are subject to approval by the ARC. Detailed plans and specifications of any sign must be submitted for review prior to installation. All signs must be fabricated and installed in compliance with all applicable codes and ordinances established by the City of Houston or other appropriate governmental agencies.

All permitted signs will fall into one of the following categories defined in this section:

1. Special Purpose Signs
2. Ground-Mounted Monument
3. Building-Mounted Signs
4. Building and Unit Address
5. Under Canopy – Retail
6. Window Signs
7. Directional and Delivery Signs
8. Reserved and Visitor Parking Space Signs
9. Regulatory Signs
10. Exterior Directories
11. Construction Signs
12. Leasing/For Sale Signs
13. Promotional Signs
14. Outdoor Displays

**Sign definitions are as follows:**

1. Special Purpose Signs

Any special purpose or unique sign not covered elsewhere in this section and which may have a potential public visual impact on a site must be reviewed and approved by the ARC.

2. Ground-Mounted Monument

a. Form

Ground-mounted signs typically consist of two parts: a base and a message area.

b. Quantity

Each site will be allowed one (1) ground-mounted signs. One additional sign, for retail centers with a minimum of 75,000 square feet of leasable area, may be provided to identify a maximum of two anchor tenants not previously identified by the ground-mounted signs. An anchor tenant is defined as a tenant with a prominent location in the center, typically 5,000 – 10,000 square feet or greater leasable area, and regional name recognition. In addition, single user pad site buildings will be entitled to a sign (even when the pad site is created out of an existing larger parcel) if the pad site has significant frontage ( $\pm$  200 ft.) on the adjacent major thoroughfare.

c. Dimensions

The maximum height of a ground-mounted sign is five feet (5') including a base with a minimum height of six inches (6"). The maximum sign area may not exceed forty-two (42) square feet. The base of the ground-mounted sign should not be more than one foot (1') higher than the elevation from the top of the curb found nearest the sign location. Sign depth should not exceed two feet (2').

Exceptions:

Office buildings with more than one hundred thousand (100,000) square feet of leasable area may increase the maximum area of the ground-mounted monument sign to sixty (60) square feet.

Theaters will be permitted to include one (1) changeable message marquee as a part of a ground-mounted sign at a non-highway location or a building-mounted sign. A second changeable message marquee may be considered by the ARC when the site is located at the intersection of two major thoroughfares. Theaters which include a changeable message marquee may increase the size of the sign to one hundred and twenty (120) square feet with a maximum height of eight feet (8') including a six inch (6") base.

d. **Materials**

A ground-mounted sign must be constructed of materials architecturally compatible with the exterior building finish and landscaping theme. Acceptable materials are aluminum, wood, porcelain enamel, brick/split face concrete block, tile and stucco. Letters may be pin mounted, three dimensionally sculpted, or part of an opaque panel with translucent graphics.

e. **Color**

For ground-mounted monument signs, the color of the sign surface must be the same for all users and should relate to architectural features of the buildings the sign is identifying. It is recommended the sign background be a medium to dark range color with the message area lettering in white for visibility. All user names must be the same color. A maximum of three (3) colors, including white, is permitted. The use of a national logo may be permitted subject to ARC approval.

f. Layout

Ground mounted monument signs should be double faced. It is recommended, but not required that each side of a sign be identical. Only one street address (numbers only) must be included on the sign face or base. The following criteria should guide sign layout.

Intent: One single user or project identification per sign.

For retail projects where identity for more than one user is required, a maximum of six (6) lines of copy is permitted on the sign face.

Figure 7

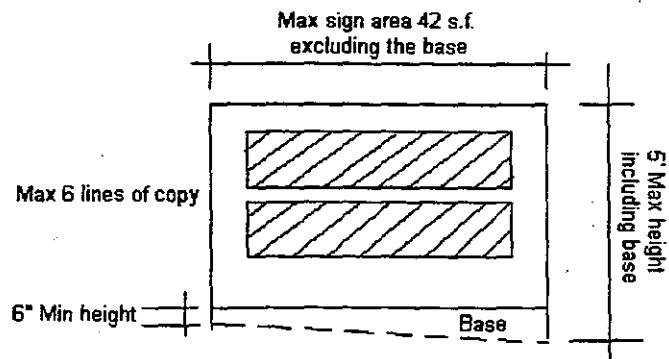


Figure 7 – Retail Ground-Mounted Monument

Office building tenants are not permitted exterior identification except in the form of the ground-mounted sign, therefore, office building ground-mounted signs may include the building name and up to six (6) tenant names with a maximum of six (6) lines of copy. It is recommended for ease of visibility and for tenant turnover that a maximum of two (2) tenants be identified on this type of sign.

See Figure 8

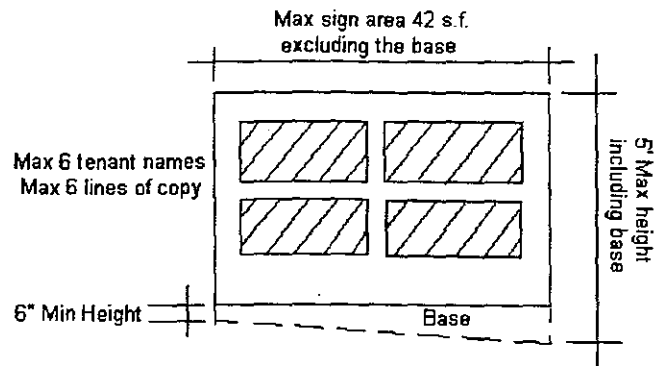


Figure 8 – Office Building Ground-Mounted Monument

Service stations may include the company logo, name, and fuel price information. Absolutely no other advertising may be included on the sign. Additional copy will be considered to identify services - such as a car wash, auto repair, or convenience shop.

Hotels may include the name of the hotel and logo.

Schools may indicate the institution's name, address and logo. In addition, a changeable message area may be incorporated into this sign and occupy up to two-thirds (2/3) of the allowable area on each side. The changeable message area must be fully protected within a case. Letters should be white on a dark background for visibility.

Churches may include the name of the church and the name of one pastor. In addition, a changeable message area may be incorporated into this sign and occupy up to two-thirds (2/3) of the allowable area on each side. The changeable message area must be fully protected within a case. Letters should be white on a dark background for visibility.

Multi-family residential projects may include the project name and project logo.

Text: User names may be stacked or put side by side.

Color: The entire sign face must be one color. All user names must be the same color.

Letter Height: Maximum letter height shall be eight (8) inches.

Clarity: The sign must be visually uncluttered. The names should be evenly spaced and centered on the sign face. There should be an uninterrupted space along all edges of the sign of approximately four-six inches. Within one line of type the same size type must be used. When two users are identified on the same sign face, there should be a minimum of three to four inches (3-4") visual separation between the two to facilitate readability.

Advertising: Advertising information such as slogans, services, hours of operation, telephone number, etc. are prohibited except for emergency public health and safety facilities such as emergency clinics, full service hospitals, police stations, etc., which may display emergency hours if applicable.

g. Illumination

Monument signs should be internally illuminated or backlighted. Internally illuminated sign panels must have an opaque field with only the type and graphics translucent. For non-internally illuminated signs, ground lighting should evenly wash the entire face of the sign. Lighting fixtures should be inconspicuous and approved by the ARC prior to installation. All ballasts, wiring, transformers, starters, and other necessary equipment must be concealed. Lighting fixtures should be protected from mower and other landscape maintenance equipment.

h. Placement

Ground-mounted monument signs must be located perpendicular to and outside the public right-of-way. Care should be taken to preserve sight lines for motorists at all driveway and intersection locations.

i. Landscaping

The installation and maintenance of landscape treatment around the base of a ground-mounted sign is required. A list of recommended planting material is found in Appendix A. Grass, ground cover, seasonal flowers, or shrubs are acceptable

#### 4. Building-Mounted Signs

For use with retail and commercial buildings, schools, hospitals, and churches only. Office buildings are not permitted building-mounted signs. For multi-tenant facilities or retail centers, a comprehensive signage program must be developed for the project and submitted to the ARC for approval prior to sign fabrication. All building-mounted signs within a single project must be of the same fabrication technique. It is the responsibility of the property owner/manager to enforce the signage program.

##### a. Form

Building-mounted signs consist of a message area in either a graphic band or band which is integrated into the façade of the building or individual fascia-mounted signs extending along the facade of the building. Building-mounted identification must be individual letters and logos. No “canned” signs are permitted as outlined in the introductory paragraphs of Section D – Signage.

##### b. Quantity

Multi-tenant retail and commercial centers will be allowed one (1) building-mounted sign for each retail tenant. For retail tenants with two or more major exposures, such as at building ends facing major thoroughfares, consideration will be given for an additional sign.

Multi-family residential projects will be limited to one (1) building-mounted sign identifying the leasing or sales office only.

Schools will be allowed one (1) building-mounted sign to identify the name of the school.

Churches will be allowed one (1) building-mounted sign to identify the name of the church. This sign must be incorporated into the design of the building architecture i.e., a plaque or inlay.

Service Stations will be allowed two (2) canopy-mounted signs (brand name and/or logo), one (1) building-mounted sign to identify the convenience/foodstore, and one (1) building-mounted sign to identify a car wash. “Full Service/Self Service” signs and brand

logos will be mounted on the column of the canopy or the pump top.

c. Dimensions

In general, building-mounted signs shall be in scale with the facade of the building. If a graphic band is used on a multi-tenant retail or commercial building, the band may not exceed forty-eight inches (48") in height. Sign length for individual retail or business park tenants is limited to a maximum of seventy (70) percent of the width of the wall or tenant space on which the sign is mounted. The total sign-to-building area relationship will be evaluated by the ARC.

Exceptions:

Service Station canopy-mounted signs are limited to a maximum length of 33% of the side of the canopy to which it is mounted.

Theaters will be permitted to include one (1) changeable message marquee as part of either a ground-mounted sign at a non-highway location or a building-mounted sign. Consideration of a second changeable message marquee may be considered by the ARC when the site is located at the intersection of two major thoroughfares.

Theater signs which include a changeable message marquee are limited to a maximum sign area of one hundred and twenty (120) square feet.

d. Materials

The same fabrication methods and materials must be used for all signs within a single development. Building-mounted signs may be constructed of individual pin-mounted letters, individual fascia-mounted signs, internally illuminated channel letters with opaque metal sides, or an internally illuminated opaque sign band with illuminated cut out letters and graphics.

e. Color

Building-mounted signs in a single project must be of one (1) color combination and compatible with the exterior building colors. If a graphic band is used, the background color must remain consistent. Placement of a logo-type symbol which varies from the established fascia color may be considered on a case-by-case basis for retailers with national logo identities. Logo color may vary but the color of

the logo-type sign must be reasonably compatible with the established color for the project and with the color of other signs in the project. Colors will not be permitted when judged by the ARC to be in conflict with the building materials or other signs.

f. Layout

Building-mounted signs will typically have one line of copy. For most uses, the letter and logo height is restricted to a maximum of twenty-four inches (24"). If the length of an individual tenant name requires two lines of copy, each line shall be a maximum height of fifteen inches (15") with a six inch (6") space between the lines. A maximum of two (2) lines of copy shall be permitted for a total maximum height of thirty-six inches (36"). Special consideration may be given at the discretion of the ARC to lettering and logo heights of anchor retailers who occupy more than twenty-five thousand (25,000) square feet or freestanding facilities on the frontage road of a limited access highway or freeway.

g. Illumination

Building-mounted signs may be constructed of individually mounted metal letters back lit or halo lit. These signs may be externally lit with ground or building-mounted fixtures provided the lighting source is discretely hidden from public view. Internally illuminated channel letters with a flat translucent Plexiglas face are also acceptable. All signs in a single development must be illuminated in the same manner.

Exposed tube graphics where the light source is neon or other gas in a tube which is bent to form letters, symbols and shapes is permitted only upon special approval of the ARC for freestanding retail locations. Tube letters should not be multiple tube widths due to the intensity of the colors created. Simple tube width letters will be considered. Tube graphics which create continuous accent strips or stripes on a building exterior are not allowed.

Multi-family residential project signs may not be internally illuminated.

h. Placement

For building-mounted signs, no sign shall be allowed below the fascia with the exception of under canopy signs in retail centers as outlined in section D-6. Additionally, no sign shall extend above the roof line of a building. Signs on the rear of any building will be allowed only if the building's rear faces the public street(s), and they are approved by the ARC.

Church signs should be located at the building entrance and may not be placed above the first floor level.

5. Building and Unit Address

Office buildings will be allowed one (1) building-mounted address consisting of the address numerals only. Numerals must be individually mounted on the building near the entry. The numerals may not be installed above the first floor of the building. Height is restricted to a maximum of twenty-four inches (24"). All numerals shall be installed in a horizontal manner and maintain a plumb relationship to the bottom line.

For multi-family projects, the building address numbers are limited to a maximum height of twelve inches (12").

6. Under Canopy - Retail

Shopping Center designs may provide for covered walkways, arcades, awnings, or other fascia treatments which obscure the building-mounted tenants signs from pedestrian view. For this reason, individual tenant pedestrian signs are permitted.

a. Form

Plaques with identical information on two (2) sides.

b. Quantity

One (1) sign per tenant or store is permitted.

c. Dimensions

These signs must be a common size for all stores in the center and may not exceed eight (8) square feet.

d. Materials

These signs should be compatible with the architecture and related to the building identification signs.

e. Layout

These signs may display the tenant name and logo only. No descriptive or advertising copy is allowed. A standard program shall be developed for each center defining layout, color, typography, logo, and graphic devices. Individuality in these signs is permissible within the context of a sign program that has been approved by the ARC.

f. Placement

These signs are suspended from the walkway covering perpendicular to the store front or mounted on the store front in areas approved by the ARC. The bottom of the sign must be a minimum of eight feet (8') above the sidewalk.

7. Window Signs

M. Office Buildings:

Window graphics such as name, hours of operation, telephone number, address, advertising information, etc., are not permitted on the building exterior for individual tenants of a multi-tenant building with a common entrance.

Retail and Commercial Buildings:

When retail or commercial tenants have separate exterior entries, they shall be allowed to identify the name of the tenant, emergency telephone number, numerical street address, hours of operation and small logo on the door or immediately adjacent to the separate entry. The advertising of services of any kind is strictly prohibited. All other glass areas shall remain free of graphics.

When permanent window graphics are desired, the landlord must include window graphics criteria as a part of the comprehensive signage program submitted to the ARC for approval. Window graphics criteria must include a consistent color (white, black or gold is recommended) and a consistent location. The type style used to identify the tenant on the window should match the type style of the building-mounted sign. The maximum letter height permitted to identify the tenant for all other information is two inches (2"). Window graphics should not occupy more than ten percent (10%) of the window area in which it is displayed.

Temporary promotional window graphics should be a simple tasteful design and should not occupy more than ten percent (10%) of the window area in which it is displayed. In no case shall a temporary graphic be placed on the exterior of the window.

There may be no illuminated or large signs behind glass areas which advertise on a permanent basis. Neon "open" signs are permitted behind the front glass.

#### 8. Directional and Delivery Signs

These signs direct and control the movement of vehicular traffic within a site. The design shall consist of a simple one (1) or two (2) post and panel system. The posts and panels must be painted galvanized steel or aluminum. The color must be compatible with the building and other site and building signage. The message must be succinct and letters must be signs which may not be taller than two feet (2') or wider than four feet (4'). Overall height of the sign from ground level shall not exceed four feet (4'). Maximum sign area is four (4) square feet.

The number of directional signs should be kept to a minimum. Sign location, color, size, and message are subject to ARC approval. These signs are not allowed in the landscape reserves adjacent to the street.

#### 9. Reserved and Visitor Parking Space Signs

Designated parking space signs, other than ADA Guideline handicap or disabled parking signs are allowed in the form of bumper stops or free-standing signs.

Retail buildings and retail centers are restricted to the use of bumper or curb stops with the message limited to the length of parking time allowed i.e. "15 minute parking". The name of a particular tenant is not allowed.

For office buildings the use of bumper stops or curbs or freestanding ground-mounted signs may be used. Bumper stops or curb stops may be painted with either "RESERVED" or "VISITOR". The name of a particular tenant is not allowed. The letters must be painted on a white background. Maximum letter height is limited to four inches (4").

Free-standing ground-mounted signs may be painted with the message "VISITOR PARKING" or "RESERVED PARKING". All free-standing parking signs shall be aluminum construction attached to a single post fabricated from either round or square aluminum tubing. Maximum sign size shall be twelve inches by eighteen inches (12" X 18"). The sign shall be set in concrete.

The color of parking signs shall match the visual intent of other building and site signage and shall harmonize with the environment. The sign shall be in a medium range color with lettering in white or beige. Polyurethane (gloss) enamels shall be used throughout. No more than two (2) colors may be used, including the typography. Both the rear surface and post shall be painted the sign color or black to blend the sign into the environment. No sign shall exceed four feet six inches (4'6") in total height (sign and post). It shall be set back a minimum of two feet six inches to four feet six inches (2'6" - 4'6") from the curb and centered within the applicable parking space. Typography shall be Helvetica Medium.

10. Regulatory Signs

All traffic control and regulatory signs should be governmental standard.

11. Exterior Directories

Generally, tenant directories are to be located inside the building structure. However, for small professional office buildings with a common entrance under fifty thousand (50,000) square feet of gross leasable area churches, one (1) ground-mounted exterior directory near the building entrance or adjacent to the parking lot with the message area not visible from the public right-of-way will

be permitted. Design drawings and location shall be submitted for ARC review and approval before installation.

These signs shall be compatible with the architecture, landscape, and other sign elements of the building. They must be constructed of quality materials.

Approved lettering methods include silk-screen, vinyl die cut, or incised aluminum panel filled with Plexiglas. The sign must have a dark background with white type. Logos are not permitted. Maximum sign area permitted is six (6) square feet.

Office building exterior directories include the name of the building, tenant name and suite number. The name of the management company and telephone number may also be included.

## 12. Construction Signs

The developer of each site may install one (1) temporary, free-standing sign for information pertinent to a site and its stage of development. This sign should succinctly communicate information and be devoid of visual clutter. It is recommended that the street address to be displayed prominently on this sign to guide construction traffic. When the construction entry is not within close proximity to the construction sign, a small separate temporary sign may be used to display the street address so long as the sign is of similar quality and construction.

A sign may be erected on a site after the site has been purchased. Information may be added or the sign may be exchanged for another to indicate the advent of construction or to recruit employees. Each revision or sign replacement must conform to the following criteria and be approved by the ARC prior to installation. A sign that is to be replaced with another must be removed before the other sign can be installed. Construction signs must be removed from the site within fifteen (15) days of occupancy or the installation of the "Leasing/For Sale" sign. The construction sign is to be designed in accordance with the guidelines provided below and approved by the ARC prior to its installation on the site.

### a. Dimension

Construction signs may be a maximum of fifty (50) square feet in area for projects under eighty thousand (80,000)

square feet of building area. For projects larger than eighty thousand (80,000) square feet of building area, the sign may be up to a maximum of one hundred (100) square feet. The maximum overall height for a temporary construction sign is limited to ten feet (10').

Special consideration may be given for larger signs when facing a highway. Allowable dimensions will depend upon the relative scale of surrounding features, the velocity of traffic along the highway and the distance and/or elevation from same.

b. **Layout**

A temporary construction sign may contain no more than the following information:

- Name of the Project
- Address of the Project
- Leasing Agent and Telephone Number
- Size/Use of Project
- Contractors
- Architect
- Other Consultant(s)
- Lender
- Completion or Opening Date

c. **Materials**

All temporary site information signs will be designated to last the length of their intended use without significant fading, peeling, blistering, warping, cracking or rotting. Signs must be constructed of wood, fiberglass, or aluminum. Signs must be boxed and all panel edges must be properly sealed for weather protection. All exposed surfaces and edges must be primed and painted. All fasteners are to be non-corrosive nails or screws. All posts should be of sufficient strength and durability to withstand local wind loads and remain stable throughout the duration of the construction period. All footings should extend four feet (4') below grade in sharp sand or compacted earth.

The ARC reserves the right, without liability, to cause removal of any sign deemed to be in violation of this provision by virtue of deterioration or damage.

## d. Color

The copy on any temporary sign is recommended to be white with a dark background color such as dark gray, dark blue, etc.

## e. Placement

All temporary signs shall be parallel to the street and located inside of the property line, behind any setback which affects the parcel. The location and installation of temporary signs must not harm existing trees or their roots.

13. Leasing / For Sale Signs

The builder/developer may install one temporary, free-standing Leasing/For Sale sign for information pertinent to a site. The sign may be erected on a site after the site has been purchased or when construction is completed and the temporary construction sign has been removed. This sign should succinctly communicate information and be devoid of visual clutter. This sign is to be approved by the ARC prior to its installation on the site. No temporary promotional signs (including trailer signs) are allowed on the premises or adjoining public street rights-of-way.

Each revision or sign replacement must conform to the following criteria and be approved by the ARC. A sign that is to be replaced must be removed before a new sign may be installed. Leasing/For Sale signs must be removed from the site when the project is ninety percent (90%) leased. After that point, retail projects may display Leasing/For Sale information inside the window of the space available for Leasing/For Sale.

## N.

## a. Dimension

Leasing/For Sale signs may be a maximum size of twenty-five (25) square feet for projects under eighty thousand (80,000) square feet of building area. For projects larger than eighty thousand (80,000) square feet of building area, the sign may be a maximum of thirty-two (32) square feet. A Leasing/For Sale sign is limited to a maximum height of four feet six inches (4'6").

Special consideration may be given for larger signs when facing a highway. Allowable dimensions will depend upon the relative scale of surrounding features, the velocity of traffic along the highway and the distance and/or elevation from same.

O.           b.    Layout

A Leasing/For Sale sign may include only the name of the leasing agent and respective logo, a telephone number, and either "For Leasing Information" or "For Sale".

P.           c.    Materials

All temporary site information signs will be designed to last the length of their intended use without significant fading, peeling, blistering, warping, cracking or rotting. Signs must be constructed of wood, fiberglass, or aluminum. Signs must be boxed and all panel edges must be properly sealed for weather protection. All exposed surfaces and edges must be primed and painted. All fasteners are to be non-corrosive nails or screws. All posts should be of sufficient strength and durability to withstand local wind loads and remain stable throughout the duration of the construction period. All footings should extend four feet (4') below grade in sharp sand or compacted earth.

The ARC reserves the right, without liability, to cause removal of any sign deemed to be in violation of this provision by virtue of deterioration or damage.

Q.           d.    Color

The copy on any temporary sign is recommended to be white with a dark background color such as dark gray, dark blue, etc.

e.    Placement

All temporary signs shall be located inside of the property line and behind any setback which affects the parcel. The location and installation of temporary signs must not harm existing trees or their roots.

## 14. Promotions

## a. Promotional/Special Events

Notification of all proposed promotions must be given to the ARC in writing. Receipt of ARC approval in writing is required prior to the promotion. Notification must include:

- type of promotion
- dates involved
- temporary construction(s) to be utilized during the campaigns

Promotional items may be utilized for the promotional period only. Promotional campaigns and special events may be held by a free-standing retail establishment or retail center for a maximum period of sixteen (16) consecutive days, four (4) times a year. One of those four (4) events may be increased to thirty (30) days if the promotion occurs during the Thanksgiving to Christmas sales season. Churches and/or community organizations may be permitted the use of a banner once per year for a period of sixteen (16) days duration.

Should a tenant of a retail center plan a special event, the owner/property management must advise the ARC of the event on behalf of that tenant. If only a single tenant has a promotion, this event will count as one of the four promotions for the entire retail center.

Service Station promotional graphics and merchandise displays are strongly discouraged. When they are used, however, they must be contained under the canopy area or against one designated building wall.

## b. Banner Signs

Promotional:

Banners may be used during a promotion/special event for a church once per year for a period of sixteen (16) consecutive days. Banners may also be used as temporary identification if proof is furnished to the ARC in writing that a permanent sign, which was previously approved by the

ARC, has been ordered.

Banners used for temporary identification must meet dimension, lettering and layout requirements for building-mounted signs and should be securely fastened on all four (4) corners to the fascia. If the banner meets these conditions it will be permitted for a period not to exceed thirty (30) days. The banners will be permitted for identification purposes only and should display the name of the facility or an abbreviation of that name.

Community Identity:

Street banners are special graphic elements that depend on good design. Banners may be displayed only in specially designated town center or community center areas upon ARC approval of an overall program. This type of banner may be displayed from street light standards or special free standing banner standards only.

15. Outdoor Displays

Temporary outdoor displays of merchandise are prohibited from all retail operations with the exception of hardware stores or major anchor retailers. Outdoor display is limited to "outdoor use" items only, i.e., lawn mowers, wheel barrows, tillers, barbecue grills, bags of mulch, etc. It is recommended that this area be defined by low fences or walls, trellis, etc. Merchandise may not cover more than half the width of the pedestrian walkway between the store front and the curb. All clearances must conform at ADA requirements.

### III. Appendix A

#### A. Landscape Installation

1. **Landscape Edges:** Landscape edges shall separate all grass areas from shrub, groundcover, and mulch areas. Recommended separation methods include redwood, concrete, steel, landscape timbers, or brick.
2. **Accent Treatments:** Accent treatments for landscaped planting beds such as shredded pine bark mulch or river rock are encouraged.

#### B. Recommended Landscape Planting List

##### 1. Street Trees/Parking Lot Trees/Background Trees

<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size</u>
		<u>Min*</u>
Carya Illinoensis	Pecan	3" cal. (container grown)
Koelreuteria Apiculata	Golden Raintree	15 gal.
Lagerstroemia Indicia	Crepe Myrtle Multi or Std.	15 gal.
Liquidambar Stryaciflua	American Sweetgum	15 gal.
Magnolia Grandiflora	Southern Magnolia	15 gal.
Platanus Mexicana	Mexican Sycamore	3" cal. (container grown)
Pinus Caribaea	Slash Pine	3" cal. (container grown)
Pinus Talda	Loblolly Pine	3" cal. (container grown)
Quercus Falcata	Southern Red Oak	3" cal. (container grown)
Quercus Shumardii	Shumard Oak	3" cal. (container grown)
Quercus Nigra	Water Oak	3" cal. (container grown)
Quercus Phellos	Willow Oak	3" cal. (container grown)
Quercus Virginiana	Live Oak	3" cal. (container grown)
Ulmus Paravifolia "Sempevirens"	Drake Elm	3" cal. (container grown)
Fraxinus Pennsylvanica	Green Ash	3" cal. (container grown)
Pyrus Calleryana	Bradford Callery Pear	3" cal. (container grown)

##### 2. Accent Trees/Group Planting/Plazas

<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size</u>
		<u>Min*</u>
Betula Nigra	River Birch	2.5" cal.
Cercis Canadensis	Eastern Redbud	15 gal.
Crataegus Marshalli	Parsley Hawthorn	15 gal.
Gleditsia Triacanthos	Honey Locust	2" cal.
Ilex Cassine	Dahoon Holly	6' ht.
Ilex Dexidua	Dexiduous Holly	6' ht.
Ilex Opaca	American Holly	8' ht.
Ilex Vomitoria	Yaupon	6' ht.
Lagerstroemia Indica	Crepe Myrtle	30 gal.
Lagustrum Texanaum	Wax Leaf Lagustrum	7' ht.
Magnolia Soulangeana	Saucer Magnolia	15 gal.
Olea Eruopaea	Olive (Mision)	15 gal.
Pinus Thunbergi	Black Japanese Pine	15 gal.
Plantanus Occidentallis	Sycamore	1.5" cal.
Podocarpus Macrophylla	Yew Podocarpus	15 gal.
Prunus Caroliniana	Cherry Laurel	15 gal.
Pyrus Calleryana	Bradford Callery Pear	30 gal.
Pyrus Kasakami	Evergreen Pear	15 gal.
Salix Babylonica	Weeping Willow	2.5" cal.
Taxodium Distiohum	Bald Cypress	2.5" cal.
Ulmus Crassifloia	Cedar Elm	3" cal.

\* Tree seedlings five and one gallon trees are acceptable when planted as a supplement to larger trees, although not recommended for lawn areas.

### 3. Shrubs – Hedges, Screen

<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size</u> <u>Min*</u>
Abelia Grandilobra	Glossy Abelia	5 gal.
Ilex Crenata	Burford Holly	5 gal.
Ligustrum Texanum	Waxleaf Ligustrum	5 gal.
Oleander Nerium	Oleander	5 gal.
Myrica Ceriferi	Wax Myrtle	5 gal.
Photinia Fraseri	Fraser's Photinia	5 gal.
Photinia Serrulata	Chinese Photinia	5 gal.
Pittosporum Tobira	Pittosporum	5 gal.
Viburnum Japonicum	Japanese Viburnum	5 gal.
Viburnum Suspensum	Snadankwa Suspensum	5 gal.
Xylosma Senticosa	Shiny Xyiosma	5 gal.

### 4. Shrubs – Accents, Massing

Cleyera Japonica	Japanese Cleyera	5 gal.
Coraderia Selloana	Pampas Grass	5 gal.
Cycas Revoluta	Sago Cycad	15 gal.
Fatsia Japonica	Fatsia	1 gal.
Ilex Crenata "Burford"	Dwarf Burford Holly	1 gal.
Ilex Vomitoria Nana	Dwarf Yaupon Holly	1 gal.
Jasminum Mesnyi	Primrose Jasmine	1 gal.
Jasminum Humile	Italian Jasmine	1 gal.
Lagerstroemia Indica	Dwarf Crepe Myrtle 'Petite'	1 gal.
Michelia Fuscata	Banana Shrub	5 gal.
Nandina Domestica	Compact Nandina 'Compacta'	1 gal.
Pittosporum Tobira	Dwarf Pittosporum Wheelers	1 gal.
Pyracantha Coccinnea	Scarlet Firethorn	5 gal.
Raphiolepis Indica	Indian Hawthorn 'White'	1 gal.

### 5. Ground Covers - Plazas/Buildings

<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size</u> <u>Min*</u>
Ajuga Reptans	Ajuga	1 gal.
Apidistra Elatior	Cast Iron Plant	1 gal.
Asparagus Sprengeri	Sprengeri Fern	1 gal.
Cyrtominum Falatum	Holly Fern	1 gal.
Hedera Helix	English Ivy	1 gal.
Liriope Muscari	Big Blue Liriope	1 gal.
Liriope Grandiflora	Giant Liriope	1 gal.
Ophiophgon Japonica	Monkey Grass	1 gal.
Trachelospermum Asiaticum	Asian Jasmine	1 gal.

6. Ground Covers – Parking Lots

Hedera Helix	English Ivy	1 gal.
Liriope Muscari	Big Blue Liriope	1 gal.
Liriope Grandiflora	Giant Liriope	1 gal.
Trachelospermum Asiaticum	Asian Jasmine	1 gal.

7. Vines – Buildings, Walls, Fences

Ficus Pumila	Fig Ivy	1 gal.
Gelsemium Sempervivens	Carolina Jessamine	1 gal.
Lonicera Sempervirens	Coral Honeysuckle	1 gal.
Wisteria Megaspernum	Evergreen Wisteria	1 gal.
Wisteria Sinensis	Chinese Wisteria	1 gal.

8. Perennials – Plazas, Buildings

Hemerocallis Species	Daylily	1 gal.
Moraca Iridodes	Butterfly Iris	1 gal.
Iris 'Louisiana'	Louisiana Iris	1 gal.
Lantana Cammera	Lantana	1 gal.

9. Grasses

Stenotaphrum Selundatum	St. Augustine	3" plugs to solid sod
Cynodon Dactylon	Common Bermuda Grass	Seed/Hydro-mulch
Buchloe Dactyloides	Hybrid #609 Buffalo Grass	

\*1 Caliper: Caliper (trunk diameter) of all trees shall be measured at a point on the trunk six (6) inches above ground level up to four (4) inch caliper. Sizes four (4) inch caliper and larger, the measurement shall be at a point 12 inches above finish grade.

\*2 Container size shall conform to Grades and Standards Manual of the Texas Association of Nurserymen, where applicable.

## IV. Appendix B

### A. Construction Controls

No permanent improvement shall be placed or constructed on the site until all plans related to the improvements have been reviewed and approved by the ARC. The builder/developer shall be responsible for any and all damages caused by his own forces, contractor and/or subcontractor, to the property adjacent to the site, including roadways. The builder/developer will also be responsible for heeding restrictions associated with any easements which may be located on the site.

#### 1. Tree Preservation

There will be no tree cutting or clearing until the applicant identifies the trees to be preserved and protected and/or relocated during the construction process. Every effort should be made to preserve the maximum number of trees on the site.

Existing trees to be preserved must be adequately protected from damage during construction. Those trees selected for preservation within an approved building site must be flagged and encircled with protective fencing. Fencing of the protected area must extend beyond the drip-line of the tree's branches to ensure reasonably successful protection. Clearing of underbrush in this area should not occur until completion of construction.

The following actions are prohibited within a designated tree protected area:

- a. Dumping backfill
- b. Excavating soil
- c. Felling trees
- d. Parking
- e. Driving construction equipment into or through the protected area
- f. Stacking or storing supplies and equipment
- g. Changing the site grading, thus allowing drainage to flow into or collect in the protected area
- h. Locating temporary buildings
- i. Dumping of paints, thinners, and other toxic materials

Where it is necessary to trench or bore for utility installation near protected trees, all possible care should be taken to avoid injury to

tree roots. Excavations in areas where roots are two inches (2") or larger in diameter should be done by hand, tunneling under the roots.

2. Site Clearing

No site clearing or construction may begin until the Builder/Developer has received written notification from the ARC stating construction may proceed.

**B. Guidelines for Construction Activity**

1. Equipment Access and Construction Parking

Access to each construction site should be kept to a minimum and be done in a manner to cause the least impact on existing landscaped or forested setbacks. Access will be limited to one (1) location from a public or common roadway. Location of the access must be approved by the ARC.

No construction worker's personal vehicle or construction equipment shall be parked in a landscaped setback, and as soon as it is possible, should not park on the street. A location on site shall be provided for wheel and equipment washdowns.

2. Temporary Structures and Fences

Temporary structures, portable offices, and other related facilities will be maintained in good repair and arranged in a compact and organized manner on the construction site. These facilities will be located so they are not obtrusive or unsightly from the road or adjacent properties. All temporary and portable structures will be removed within thirty (30) days from issuance of occupancy permit.

3. Construction Debris

Construction debris must be visually screened. All debris shall be removed from the site within fifteen (15) days after the occupancy permit is issued. If a debris pit is used during construction, protective fencing is required. Open burning of debris is prohibited.

After construction is completed, temporary barriers, surplus materials, trash, and debris must be removed from the site. All backfill must be cleared of building material, stone, and rubbish.

4. Materials Storage

Construction materials are to be stored on site in an orderly manner that will not interfere with roadway traffic.

5. Erosion and Sediment Control

As stated in Section 1.C, step 2, each builder/developer is required to prepare and adhere to a Pollution Prevention Plan (PPP) which as a minimum addresses control of erosion offsite via vehicular traffic and/or stormwater runoff. Such erosion control measures may include use of silt fence, vegetative buffers, designated stabilized access pads, burlap bag barriers, inlet protection, daily street cleaning, etc.

6. Construction Hours

Sites adjacent to existing residential areas must observe hours of construction from 7:00 am – 9:00pm.

**C. Street Paving**

Technical specifications shall conform to current City or applicable County minimum requirements. All paving shall be either concrete curb and gutter or asphalt and monolithic concrete curb and gutter. No open-ditch roadway drainage shall be permitted.

## V. Appendix C

### A. Definitions

Major Highway – A limited access street or highway, especially designed for through traffic, to which motorists and abutting property owners have only a restricted right of access. (Example: I-45, I-59, or U.S. 290)

Minor Highway – A street or highway, especially designed for local traffic, to which motorists and abutting property owners have unlimited right of access. (Example: FM 1960, State Highway 6)

Major Thoroughfare/Artery – A public street designed for fast, heavy traffic and intended to serve as a traffic artery of considerable length and continuity throughout the community and so designated on the latest edition of the Major Thoroughfare Plan.

Collector Street – A street which is not a designated major thoroughfare but provides access and circulation between major thoroughfares and local access and interior streets.

Local Street – Any public street not designated as a major thoroughfare, freeway or highway.



# COMMERCIAL

## SIGNAGE

### GUIDELINES

Exceptions to the guidelines may be granted by the CLCCA Commercial ARC for those signs previously approved by the Friendswood Development Company for commercial entities, including but not limited to all of the previously enumerated types of commercial entities found in section 3.f wherein the business has changed owners/management and the new owners/management wish to change the name of the entity. The existing sign, if previously approved by Friendswood Development, may be reused with new lettering to conform to that previously approved and the colors may be changed to conform, as elsewhere required, to the architectural tone of the entity. No new sign may be substituted that does not conform to the guidelines herein all respects.

#### D. Signage

All non-residential uses must conform to the signage requirements outlined below unless specified otherwise by additional requirements outlined in the community-specific guidelines contained in Appendix C. Whenever a question arises, the order of governance shall be the requirements outlined in the community-specific Guidelines and then the general requirements listed below.

In general, it is prohibited to use signage which by its location, size, shape, color, lighting, subject or sound, may be harmful to the appearance of the locality, public street, site, or view, or constitute a threat to road traffic. Specifically prohibited signs include those signs prohibited in the City of Houston Signage Ordinance, as well as rotating, trailer, animated, movable, oscillating, iridescent or dayglo painted signs, signs which make noise, and laser lights. Also prohibited are "canned" signs constructed of a light box frame with a single panel backlit sign which includes the logo and sign copy applied to the building surface (except

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for national tenants of freestanding retail buildings as may be approved by the ARC). Other prohibited signs include changeable message boards (with the exception of community and or informational signs for schools, churches and institutional buildings subject to ARC approval). Banners and flags are prohibited except as permitted in these Guidelines. Balloons, streamers, pennants, search lights, signs with exposed or flashing lights, signs with moveable parts, or any other such fixtures or items deemed to be inconsistent with the intent of these Guidelines are prohibited. The use of exposed neon is discouraged and not acceptable in most cases subject to ARC approval. No sign will be permitted to extend beyond the roof line of the building(s).

All sign designs are subject to approval by the ARC. Detailed plans and specifications of any sign must be submitted for review prior to installation. All signs must be fabricated and installed in compliance with all applicable codes and ordinances established by the City of Houston or other appropriate governmental agencies.

All permitted signs will fall into one of the following categories defined in this section:

1. Special Purpose Signs
2. Ground-Mounted Monument - Highway Location
3. Ground-Mounted Monument - Non-Highway Location
4. Building-Mounted Signs
5. Building and Unit Address
6. Under Canopy - Retail
7. Window Signs
8. Directional and Delivery Signs
9. Reserved and Visitor Parking Space Signs
10. Regulatory Signs
11. Exterior Directories
12. Construction Signs
13. Leasing/For Sale Signs
14. Promotional Signs
15. Outdoor Displays

**Sign definitions are as follows:**

1. **Special Purpose Signs**

Any special purpose or unique sign not covered elsewhere in this section and which may have a potential public visual impact on a site must be reviewed and approved by the ARC.

2. Ground-Mounted Monument - Highway Location

This section provides information and restrictions governing signage for sites located on the frontage road of a limited access interstate highway, or freeway such as I-45, I-59 or US 290.

a. Form

Ground-mounted signs typically consist of two parts: a base and a message area.

b. Quantity

Each site will be allowed one (1) ground-mounted sign.

Exceptions:

Auto dealers will be permitted one ground-mounted pylon sign in lieu of the ground-mounted sign.

c. Dimensions

Type A:

Retail shopping centers, theaters and other uses, as determined appropriate by the ARC, will be allowed a ground-mounted monument sign with a maximum height of twenty feet (20'), including a base with a minimum height of one foot six inches (1'6"), a maximum sign width of sixteen feet (16') and a maximum sign depth of two feet (2'). Where natural topography requires, the height of the sign base at one end may be increased up to five feet (5') at the discretion of the ARC. See Figure 5

Type B:

Freestanding retail, restaurants, entertainment (arcades, bowling alleys, etc.), service stations, hotels, office buildings and other uses, as determined appropriate by the ARC, will be allowed a ground-mounted monument sign with a maximum height of ten feet (10'), including a base with a minimum height of six inches (6"), a maximum width of sixteen feet (16') and a maximum sign depth of two feet (2'). See Figure 6

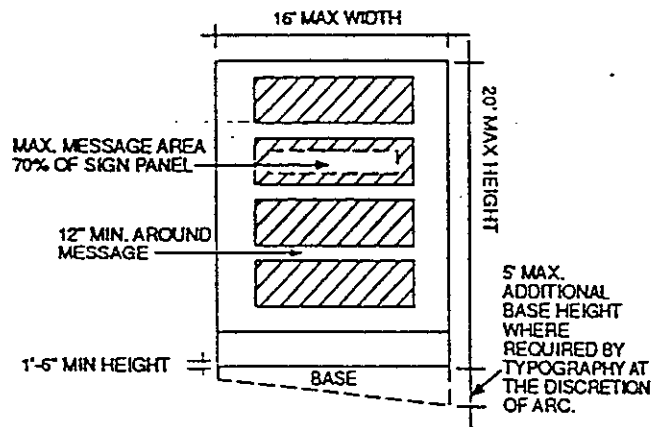


Figure 5 - Type A Ground-Mounted Monument Highway Location

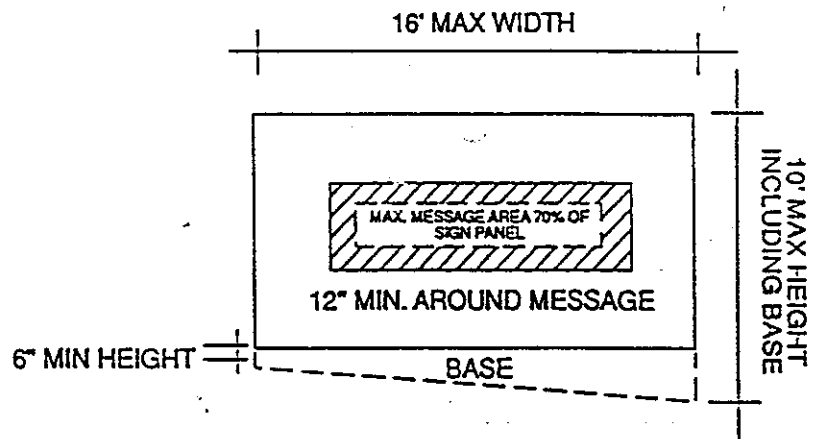


Figure 6 - Type B Ground-Mounted Monument Highway Location

Theaters will be permitted to include one (1) changeable message marquee as a part of a ground-mounted sign at a highway location.

Auto dealer pylon signs are limited to a maximum height of forty-five (45) feet from natural grade with a maximum sign area of two hundred (200) square feet including name and logo.

d. Materials

A ground-mounted sign must be constructed of materials architecturally compatible with the exterior building finish and landscaping theme.

Acceptable materials are aluminum, wood, porcelain enamel, brick/split face concrete block, tile and stucco. Letters may be pin mounted, three dimensionally sculpted or part of an opaque panel with translucent graphics.

e. Color

For ground-mounted signs, the color of the face may vary but should relate to architectural features of the buildings the sign is identifying. The sign background should be a medium to dark range color with the message area lettering in white. A maximum of three (3) colors, including white, is permitted. The use of a national logo may be permitted subject to ARC approval.

f. Layout

Ground-mounted signs should be double faced. Each face of a sign must be identical. The letters, logo or message area may not cover more than 70% of the length or height of the sign face. A street address (numbers only) must be included on this sign face or base and is exempt from the 70% sign coverage restriction.

The building name and up to three (3) tenant names may be identified on sign type "A". For ease of visibility and tenant turnover, the name of the building or a single tenant name is permitted on sign type "B".

Advertising information such as slogans, services, hours of operation, telephone number, etc. are prohibited except for emergency public health and safety facilities such as emergency clinics, full service hospitals, police stations, etc., which may display emergency hours if applicable.

g. Illumination

Monument signs should be internally illuminated or backlighted. Internally illuminated sign panels must have an opaque field with only the type and graphics translucent. For non-internally illuminated signs, ground lighting should evenly wash the entire face of the sign and these fixtures should be screened within the landscape treatment and protected from mowing and landscape maintenance equipment. Lighting fixtures should be inconspicuous and approved by the ARC prior to installation. All ballasts, wiring, transformers, starters, and

other necessary equipment must be concealed and protected from mowing and landscape maintenance equipment.

h. Placement

Ground-mounted monument signs must be located perpendicular to and outside the public rights-of-way. Care should be taken to preserve sight lines for motorists at all driveway and intersection locations.

i. Landscaping

The installation and maintenance of landscape treatment around the base of a ground-mounted sign is required. A list of recommended planting material is found in Appendix A. Grass, ground cover, seasonal flowers, or shrubs are acceptable.

3. Ground-Mounted Monument - Non-Highway Location

a. Form

Ground-mounted signs typically consist of two parts: a base and a message area.

b. Quantity

Each site will be allowed two (2) ground-mounted sign. For sites facing two major thoroughfares, consideration will be given for a third ground-mounted sign. One additional sign, for retail centers with a minimum of 75,000 square feet of leasable area, may be provided to identify a maximum of two anchor tenants not previously identified by the ground-mounted signs. An anchor tenant is defined as a tenant with a prominent location in the center, typically 5,000-10,000 square feet or greater leasable area, and regional name recognition. In addition, single user pad site buildings will be entitled to a sign (even when the pad site is created out of an existing larger parcel) if the pad site has significant frontage ( $\pm$  200 ft.) on the adjacent major thoroughfare.

c. Dimensions

The maximum height of a ground-mounted sign is five feet (5') including a base with a minimum height of six inches (6"). The

maximum sign area may not exceed forty two square feet. The base of the ground-mounted sign should not be more than one foot (1') higher than the elevation from the top of the curb found nearest the sign location. Sign depth should not exceed two feet (2').

Exceptions:

Office buildings with more than one hundred thousand (100,000) square feet of leasable area may increase the maximum area of the ground-mounted monument sign to sixty (60) square feet.

Theaters will be permitted to include one (1) changeable message marquee as a part of a ground-mounted sign at a non-highway location or a building-mounted sign. A second changeable message marquee may be considered by the ARC when the site is located at the intersection of two major thoroughfares. Theaters which include a changeable message marquee may increase the size of the sign to one hundred and twenty (120) square feet with a maximum height of eight feet (8') including a six inch (6") base.

d. Materials

A ground-mounted sign must be constructed of materials architecturally compatible with the exterior building finish and landscaping theme. Acceptable materials are aluminum, wood, porcelain enamel, brick/split face concrete block, tile and stucco. Letters may be pin mounted, three dimensionally sculpted, or part of an opaque panel with translucent graphics.

e. Color

For ground-mounted monument signs, the color of the sign surface must be the same for all users and should relate to architectural features of the buildings the sign is identifying. It is recommended the sign background be a medium to dark range color with the message area lettering in white for visibility. All user names must be the same color. A maximum of three (3) colors, including white, is permitted. The use of a national logo may be permitted subject to ARC approval.

f. Layout

Ground mounted monument signs should be double faced. It is recommended, but not required that each side of a sign be identical.

Only one street address (numbers only) must be included on the sign face or base. The following criteria should guide sign layout.

Intent: One single user or project identification per sign.

For retail projects where identity for more than one user is required, a maximum of four user names, with a maximum of four (4) lines of copy is permitted on the sign face. Copy may be stacked (4) high, or double stacked side by side two(2) high. Older area of Clear Lake City and Copperfield may differ from this requirement. New projects in these areas will be judged on a case by case basis by the ARC. Figure 7.

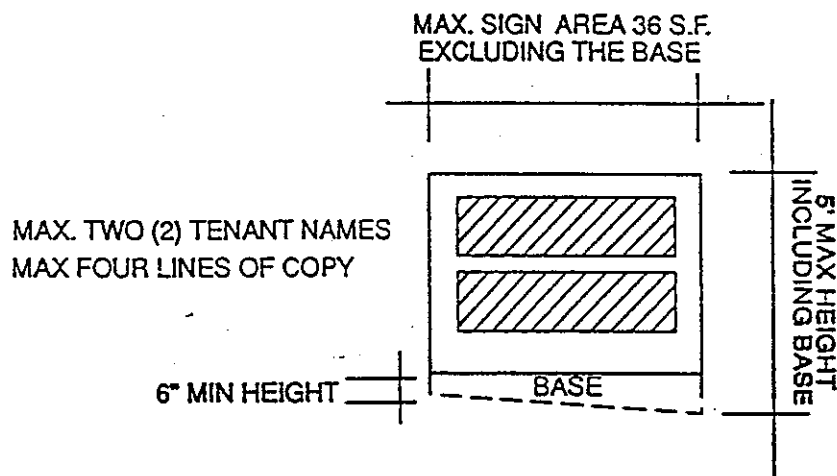


Figure 7 - Retail Ground-Mounted Monument Non-Highway Location

Office building tenants are not permitted exterior identification except in the form of the ground-mounted sign, therefore, office building ground-mounted signs may include the building name and up to four (4) tenant names with a maximum of four (4) lines of copy. It is recommended for ease of visibility and for tenant turnover that a maximum of two (2) tenants be identified on this type of sign. See Figure 8

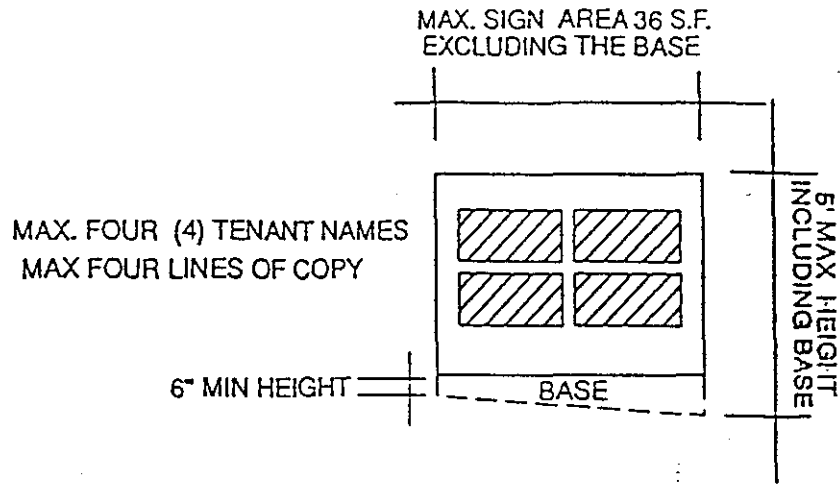


Figure 8 - Office Building Ground-Mounted Monument Non-Highway Location

Service stations may include the company logo, name, and fuel price information. Absolutely no other advertising may be included on the sign. Additional copy will be considered for services - such as a car wash, auto repair, or convenience shop.

Hotels may include the name of the hotel and logo.

Schools may indicate the institution's name, address and logo. In addition, a changeable message area may be incorporated into this sign and occupy up to two-thirds (2/3) of the allowable area on each side. The changeable message area must be fully protected within a case. Letters should be white on a dark background for visibility.

Churches may include the name of the church and the name of one pastor. In addition, a changeable message area may be incorporated into this sign and occupy up to two-thirds (2/3) of the allowable area on each side. The changeable message area must be fully protected within a case. Letters should be white on a dark background for visibility.

Multi-family residential projects may include the project name and project logo, but shall otherwise conform to all applicable guidelines applicable to retail ground mounted signs.

Text: User names may be stacked or put side by side.

Color: The entire sign face must be one color. All user names must be the same color.

Letter Height: If four (4) equal lines of copy are used, maximum letter height is eight (8) inches.

Clarity: The sign must be visually uncluttered. The names should be evenly spaced and centered on the sign face. There should be an uninterrupted space along all edges of the sign of approximately six (6) inches. Within one line of type the same size type must be used. When two users are identified on the same sign face, there should be a minimum of three to four inches (3-4") visual separation between the two to facilitate readability.

Advertising: Advertising information such as slogans, services, hours of operation, telephone number, etc. are prohibited except for emergency public health and safety facilities such as emergency clinics, full service hospitals, police stations, etc., which may display emergency hours if applicable.

g. Illumination

Monument signs should be internally illuminated or backlighted. Internally illuminated sign panels must have an opaque field with only the type and graphics translucent. For non-internally illuminated signs, ground lighting should evenly wash the entire face of the sign. Lighting fixtures should be inconspicuous and approved by the ARC prior to installation. All ballasts, wiring, transformers, starters, and other necessary equipment must be concealed. Lighting fixtures should be protected from mower and other landscape maintenance equipment.

h. Placement

Ground-mounted monument signs must be located perpendicular to and outside the public right-of-way. Care should be taken to preserve sight lines for motorists at all driveway and intersection locations.

i. Landscaping

The installation and maintenance of landscape treatment around the base of a ground-mounted sign is required. A list of recommended planting material is found in Appendix A. Grass, ground cover, seasonal flowers, or shrubs are acceptable.

4. Building-Mounted Signs

For use with retail and commercial buildings, schools, hospitals, and churches only. Office buildings are not permitted building-mounted signs.

For multi-tenant facilities or retail centers, a comprehensive signage program must be developed for the project and submitted to the ARC for approval prior to sign fabrication. All building-mounted signs within a single project must be of the same fabrication technique. It is the responsibility of the property owner/manager to enforce the signage program.

a. Form

Building-mounted signs consist of a message area in either a graphic band or band which is integrated into the facade of the building or individual fascia-mounted signs extending along the facade of the building. Building-mounted identification must be individual letters and logos. No "canned" signs are permitted as outlined in the introductory paragraphs of Section D - Signage.

b. Quantity

Multi-tenant retail and commercial centers will be allowed one (1) building-mounted sign for each retail tenant. For retail tenants with two or more major exposures, such as at building ends facing major thoroughfares, consideration will be given for an additional sign.

Multi-family residential projects will be limited to one (1) building-mounted sign identifying the leasing or sales office only.

Schools will be allowed one (1) building-mounted sign to identify the name of the school.

Churches will be allowed one (1) building-mounted sign to identify the name of the church. This sign must be incorporated into the design of the building architecture i.e., a plaque or inlay.

Service Stations will be allowed two (2) canopy-mounted signs (brand name and/or logo), one (1) building-mounted sign to identify the convenience/foodstore, and one (1) building-mounted sign to identify a car wash. "Full Service/Self Service" signs and brand logos will be mounted on the column of the canopy or the pump top.

c. Dimensions

In general, building-mounted signs shall be in scale with the facade of the building. If a graphic band is used on a multi-tenant retail or commercial building, the band may not exceed forty-eight inches (48") in height. Sign length for individual retail or business park tenants is limited to a maximum of seventy (70) percent of the width of the wall or tenant space on which the sign is mounted. The total sign-to-building area relationship will be evaluated by the ARC.

Exceptions:

Service Station canopy-mounted signs are limited to a maximum length of 33% of the side of the canopy to which it is mounted.

Theaters will be permitted to include one (1) changeable message marquee as part of either a ground-mounted sign at a non-highway location or a building-mounted sign. Consideration of a second changeable message marquee may be considered by the ARC when the site is located at the intersection of two major thoroughfares.

Theater signs which include a changeable message marquee are limited to a maximum sign area of one hundred and twenty (120) square feet.

d. Materials

The same fabrication methods and materials must be used for all signs within a single development. Building-mounted signs may be constructed of individual pin-mounted letters, individual fascia-mounted signs, internally illuminated channel letters with opaque metal sides, or an internally illuminated opaque sign band with illuminated cut out letters and graphics.

e. Color

Building-mounted signs in a single project must be of one (1) color combination and compatible with the exterior building colors. If a graphic band is used, the background color must remain consistent. Placement of a logo-type symbol which varies from the established fascia color may be considered on a case-by-case basis for retailers with national logo identities. Logo color may vary but the color of the logo-type sign must be reasonably compatible with the established color

for the project and with the color of other signs in the project. Colors will not be permitted when judged by the ARC to be in conflict with the building materials or other signs.

f. Layout

Building-mounted signs will typically have one line of copy. For most uses, the letter and logo height is restricted to a maximum of twenty-four inches (24"). If the length of an individual tenant name requires two lines of copy, each line shall be a maximum height of fifteen inches (15") with a six inch (6") space between the lines. A maximum of two (2) lines of copy shall be permitted for a total maximum height of thirty-six inches (36"). Special consideration may be given at the discretion of the ARC to lettering and logo heights of anchor retailers who occupy more than twenty-five thousand (25,000) square feet or freestanding facilities on the frontage road of a limited access highway or freeway.

Multi-family residential and churches shall limit letter height to a maximum of twelve (12) inches.

Building-mounted signs must be centered around a common horizontal band on the front of the building. No sign shall be allowed to extend beyond the roof line of the building.

g. Illumination

Building-mounted signs may be constructed of individually mounted metal letters back lit or halo lit. These signs may be externally lit with ground- or building-mounted fixtures provided the lighting source is discretely hidden from public view. Internally illuminated channel letters with a flat translucent Plexiglas face are also acceptable. All signs in a single development must be illuminated in the same manner.

Exposed tube graphics where the light source is neon or other gas in a tube which is bent to form letters, symbols and shapes is permitted only upon special approval of the ARC for freestanding retail locations. Tube letters should not be multiple tube widths due to the intensity of the colors created. Simple tube width letters will be considered. Tube graphics which create continuous accent strips or stripes on a building exterior are not allowed.

Multi-family residential project signs may not be internally illuminated.

h. Placement

--For building-mounted signs, no sign shall be allowed below the fascia with the exception of under canopy signs in retail centers as outlined in section D-6. Additionally, no sign shall extend above the roof line of a building. Signs on the rear of any building will be allowed only if the building's rear faces the public street(s), and they are approved by the ARC.

Church signs should be located at the building entrance and may not be placed above the first floor level.

5. Building and Unit Address

Office buildings will be allowed one (1) building-mounted address consisting of the address numerals only. Numerals must be individually mounted on the building near the entry. The numerals may not be installed above the first floor of the building. Height is restricted to a maximum of twenty-four inches (24"). All numerals shall be installed in a horizontal manner and maintain a plumb relationship to the bottom line.

For multi-family projects, the building address numbers are limited to a maximum height of twelve inches (12").

6. Under Canopy - Retail

Shopping Center designs may provide for covered walkways, arcades, awnings, or other fascia treatments which obscure the building-mounted tenants signs from pedestrian view. For this reason, individual tenant pedestrian signs are permitted.

a. Form

Plaques with identical information on two (2) sides.

b. Quantity

One (1) sign per tenant or store is permitted.

c. Dimensions

These signs must be a common size for all stores in the center and may not exceed eight (8) square feet.

d. Materials

These signs should be compatible with the architecture and related to the building identification signs.

e. Layout

These signs may display the tenant name and logo only. No descriptive or advertising copy is allowed. A standard program shall be developed for each center defining layout, color, typography, logo, and graphic devices. Individuality in these signs is permissible within the context of a sign program that has been approved by the ARC.

f. Placement

These signs are suspended from the walkway covering perpendicular to the store front or mounted on the store front in areas approved by the ARC. The bottom of the sign must be a minimum of eight feet (8') above the sidewalk.

7. Window Signs

Office Buildings:

Window graphics such as name, hours of operation, telephone number, address, advertising information, etc., are not permitted on the building exterior for individual tenants of a multi-tenant building with a common entrance.

Retail and Commercial Buildings:

When retail or commercial tenants have separate exterior entries, they shall be allowed to identify the name of the tenant, emergency telephone number, numerical street address, hours of operation and small logo on the door or immediately adjacent to the separate entry. The advertising of services of any kind is strictly prohibited. All other glass areas shall remain free of graphics.

When permanent window graphics are desired, the landlord must include window graphics criteria as a part of the comprehensive signage program submitted to the ARC for approval. Window graphics criteria must include a consistent color (white, black or gold is recommended) and a consistent location. The type style used to identify the tenant on the window should match the type style of the building-mounted sign. The maximum letter height permitted to identify the tenant name shall be limited to four inches (4"). The maximum letter height permitted for all other information is two inches (2"). Window graphics should not occupy more than ten percent (10%) of the window area in which it is displayed.

Temporary promotional window graphics should be a simple tasteful design and should not occupy more than ten percent (10%) of the window area in which it is displayed. In no case shall a temporary graphic be placed on the exterior of the window.

There may be no illuminated or large signs behind glass areas which advertise on a permanent basis. Neon "open" signs are permitted behind the front glass.

#### 8. Directional and Delivery Signs

These signs direct and control the movement of vehicular traffic within a site. The design shall consist of a simple one (1) or two (2) post and panel system. The posts and panels must be painted galvanized steel or aluminum. The color must be compatible with the building and other site and building signage. The message must be succinct and letters must be white adhesive and reflective material. These signs will be low profile signs which may not be taller than two feet (2') or wider than four feet (4'). Overall height of the sign from ground level shall not exceed four feet (4'). Maximum sign area is four (4) square feet.

The number of directional signs should be kept to a minimum. Sign location, color, size, and message are subject to ARC approval. These signs are not allowed in the landscape reserves adjacent to the street.

#### 9. Reserved and Visitor Parking Space Signs

Designated parking space signs, other than ADA Guideline handicap or disabled parking signs are allowed in the form of bumper stops or free-standing signs.

Retail buildings and retail centers are restricted to the use of bumper or curb stops with the message limited to the length of parking time allowed i.e. "15 minute parking". The name of a particular tenant is not allowed.

For office buildings the use of bumper stops or curbs or freestanding ground-mounted signs may be used. Bumper stops or curb stops may be painted with either "RESERVED" or "VISITOR". The name of a particular tenant is not allowed. The letters must be painted on a white background. Maximum letter height is limited to four inches (4").

Free-standing ground-mounted signs may be painted with the message "VISITOR PARKING" or "RESERVED PARKING". All free-standing parking signs shall be aluminum construction attached to a single post fabricated from either round or square aluminum tubing. Maximum sign size shall be twelve inches by eighteen inches (12" x 18"). The sign shall be set in concrete.

The color of parking signs shall match the visual intent of other building and site signage and shall harmonize with the environment. The sign shall be in a medium range color with lettering in white or beige. Polyurethane (gloss) enamels shall be used throughout. No more than two (2) colors may be used, including the typography. Both the rear surface and post shall be painted the sign color or black to blend the sign into the environment. No sign shall exceed four feet six inches (4'6") in total height (sign and post). It shall be set back a minimum of two feet six inches to four feet six inches (2'6"-4'6") from the curb and centered within the applicable parking space. Typography shall be Helvetica Medium.

#### 10. Regulatory Signs

All traffic control and regulatory signs should be governmental standard.

#### 11. Exterior Directories

Generally, tenant directories are to be located inside the building structure. However, for small professional office buildings with a common entrance under fifty thousand (50,000) square feet of gross leasable area and churches, one (1) ground-mounted exterior directory near the building entrance or adjacent to the parking lot with the message area not visible from the public right-of-way will be permitted. Design drawings and location shall be submitted for ARC review and approval before installation.

These signs shall be compatible with the architecture, landscape, and other sign elements of the building. They must be constructed of quality materials.

Approved lettering methods include silk-screen, vinyl die cut, or incised aluminum panel filled with Plexiglas. The sign must have a dark background with white type. Logos are not permitted. Maximum sign area permitted is six (6) square feet.

Office building exterior directories include the name of the building, tenant name and suite number. The name of the management company and telephone number may also be included.

## 12. Construction Signs

The developer of each site may install one (1) temporary, free-standing sign for information pertinent to a site and its stage of development. This sign should succinctly communicate information and be devoid of visual clutter. It is recommended that the street address to be displayed prominently on this sign to guide construction traffic. When the construction entry is not within close proximity to the construction sign, a small separate temporary sign may be used to display the street address so long as the sign is of similar quality and construction.

A sign may be erected on a site after the site has been purchased. Information may be added or the sign may be exchanged for another to indicate the advent of construction or to recruit employees. Each revision or sign replacement must conform to the following criteria and be approved by the ARC prior to installation. A sign that is to be replaced with another must be removed before the other sign can be installed. Construction signs must be removed from the site within fifteen (15) days of occupancy or the installation of the "Leasing/For Sale" sign. The construction sign is to be designed in accordance with the guidelines provided below and approved by the ARC prior to its installation on the site.

### a. Dimension

Construction signs may be a maximum of fifty (50) square feet in area for projects under eighty thousand (80,000) square feet of building area. For projects larger than eighty thousand (80,000) square feet of building area, the sign may be up to a maximum of one hundred (100)

square feet. The maximum overall height for a temporary construction sign is limited to ten feet (10').

Special consideration may be given for larger signs when facing a highway. Allowable dimensions will depend upon the relative scale of surrounding features, the velocity of traffic along the highway and the distance and/or elevation from same.

b. Layout

A temporary construction sign may contain no more than the following information:

- Name of the Project
- Address of the Project
- Leasing Agent and Telephone Number
- Size/Use of Project
- Contractors
- Architect
- Other Consultant(s)
- Lender
- Completion or Opening Date

c. Materials

All temporary site information signs will be designed to last the length of their intended use without significant fading, peeling, blistering, warping, cracking or rotting. Signs must be constructed of wood, fiberglass, or aluminum. Signs must be boxed and all panel edges must be properly sealed for weather protection. All exposed surfaces and edges must be primed and painted. All fasteners are to be non-corrosive nails or screws. All posts should be of sufficient strength and durability to withstand local wind loads and remain stable throughout the duration of the construction period. All footings should extend four feet (4') below grade in sharp sand or compacted earth.

The ARC reserves the right, without liability, to cause removal of any sign deemed to be in violation of this provision by virtue of deterioration or damage.

d. Color

The copy on any temporary sign is recommended to be white with a dark background color such as dark grey, dark blue, etc.

e Placement

All temporary signs shall be parallel to the street and located inside of the property line, behind any setback which affects the parcel. The location and installation of temporary signs must not harm existing trees or their roots.

13. Leasing / For Sale Signs

The builder/developer may install one temporary, free-standing Leasing/For Sale sign for information pertinent to a site. The sign may be erected on a site after the site has been purchased or when construction is completed and the temporary construction sign has been removed. This sign should succinctly communicate information and be devoid of visual clutter. This sign is to be approved by the ARC prior to its installation on the site. No temporary promotional signs (including trailer signs) are allowed on the premises or adjoining public street rights-of-way.

Each revision or sign replacement must conform to the following criteria and be approved by the ARC. A sign that is to be replaced must be removed before a new sign may be installed. Leasing/For Sale signs must be removed from the site when the project is ninety percent (90%) leased. After that point, retail projects may display Leasing/For Sale information inside the window of the space available for Leasing/For Sale.

a. Dimension

Leasing/For Sale signs may be a maximum size of twenty-five (25) square feet for projects under eighty thousand (80,000) square feet of building area. For projects larger than eighty thousand (80,000) square feet of building area, the sign may be a maximum of thirty-two (32) square feet. A Leasing/For Sale sign is limited to a maximum height of four feet six inches (4'6").

Special consideration may be given for larger signs when facing a highway. Allowable dimensions will depend upon the relative scale of

surrounding features, the velocity of traffic along the highway and the distance and/or elevation from same.

b. Layout

A Leasing/For Sale sign may include only the name of the leasing agent and respective logo, a telephone number, and either "For Leasing Information" or "For Sale".

c. Materials

All temporary site information signs will be designed to last the length of their intended use without significant fading, peeling, blistering, warping, cracking or rotting. Signs must be constructed of wood, fiberglass, or aluminum. Signs must be boxed and all panel edges must be properly sealed for weather protection. All exposed surfaces and edges must be primed and painted. All fasteners are to be non-corrosive nails or screws. All posts should be of sufficient strength and durability to withstand local wind loads and remain stable throughout the duration of the construction period. All footings should extend four feet (4') below grade in sharp sand or compacted earth.

The ARC reserves the right, without liability, to cause removal of any sign deemed to be in violation of this provision by virtue of deterioration or damage.

d. Color

The copy on any temporary sign is recommended to be white with a dark background color such as dark grey, dark blue, etc.

e. Placement

All temporary signs shall be parallel to the street and located inside of the property line and behind any setback which affects the parcel. The location and installation of temporary signs must not harm existing trees or their roots.

#### 14. Promotions

##### a. Promotional/Special Events

Notification of all proposed promotions must be given to the ARC in writing. Receipt of ARC approval in writing is required prior to the promotion. Notification must include:

- type of promotion
- dates involved
- temporary construction(s) to be utilized during the campaigns

Promotional items may be utilized for the promotional period only. Promotional campaigns and special events may be held by a free-standing retail establishment or retail center for a maximum period of sixteen (16) consecutive days, four (4) times a year. One of those four (4) events may be increased to thirty (30) days if the promotion occurs during the Thanksgiving to Christmas sales season. Churches and/or community organizations may be permitted the use of a banner once per year for a period of sixteen (16) days duration.

Should a tenant of a retail center plan a special event, the owner/property management must advise the ARC of the event on behalf of that tenant. If only a single tenant has a promotion, this event will count as one of the four promotions for the entire retail center.

Service Station promotional graphics and merchandise displays are strongly discouraged. When they are used, however, they must be contained under the canopy area or against one designated building wall.

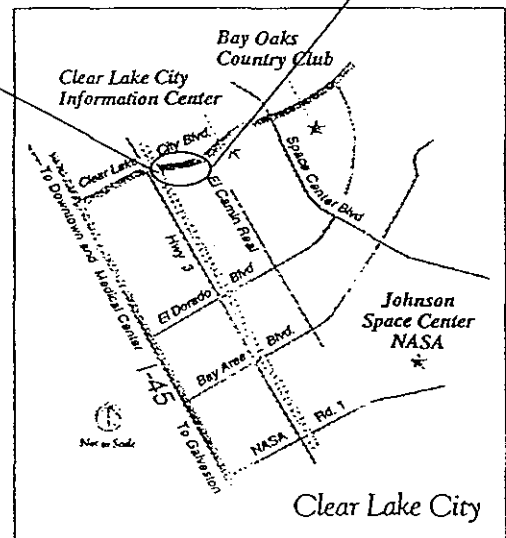
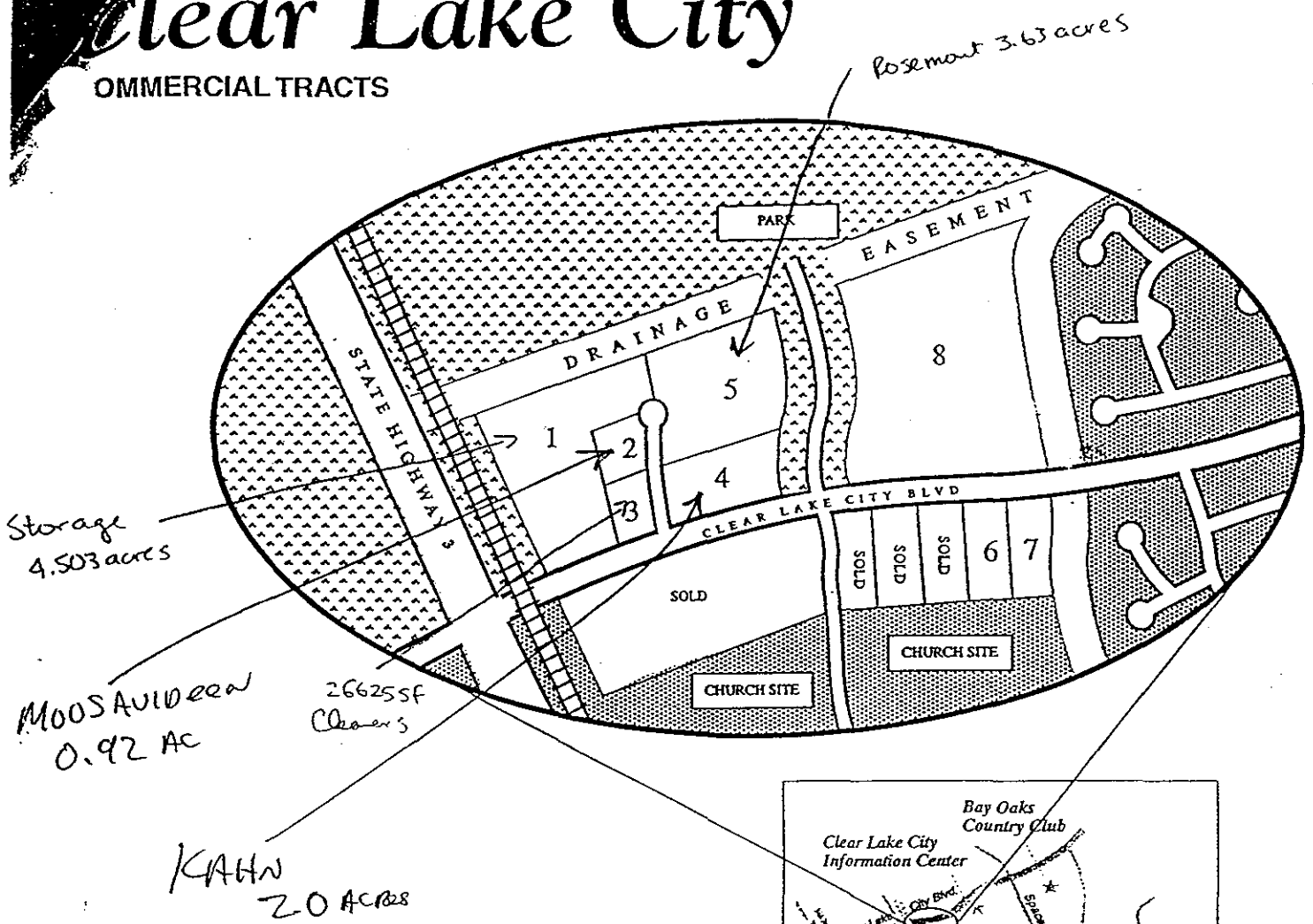
##### b. Banner Signs

###### Promotional:

Banners may be used during a promotion/special event for a church once per year for a period of sixteen (16) consecutive days. Banners may also be used as temporary identification if proof is furnished to the ARC in writing that a permanent sign, which was previously approved by the ARC, has been ordered.

# Clear Lake City

COMMERCIAL TRACTS



TRACT	SIZE	STATUS
1	<del>± 4 ACRES</del>	SOLD
2	± 1 ACRES	
3	<del>± 1 ACRES</del>	SOLD
4	± 2 ACRES	
5	<del>± 3.5 ACRES</del>	SOLD
6	± 1 ACRES	
7	± 1 ACRES	
8	± 12 ACRES	

NEAR SHORELINE  
SPACE CENTER LTD.  
PENNINGTON - WEN - MGR.  
9.097 ACRES  
  
CHEVRON  
1.3045 ACRES



CLEAR LAKE CITY

3  
Notice

**BAY POINTE COMMUNITY ASSOCIATION  
GUIDELINES FOR STANDBY ELECTRIC GENERATORS**

STATE OF TEXAS                    §  
  §  
COUNTY OF HARRIS               §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Bay Pointe Community Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was recently amended to add Section 202.019, which requires the Association to allow standby electric generators ("SEG") and authorizes the Association to regulate such items; and

WHEREAS, the Board of Directors of the Association desires to regulate standby electric generators by establishing regulations and guidelines relating to such items in compliance with Chapter 202 of the Texas Property Code and pursuant to the authority granted to the Board of Directors by the provisions of the Declaration; and

WHEREAS, this Dedicatory Instrument consist of Restrictive Covenants as defined by Texas Property Code. §202.001, et. seq, and the Association shall may exercise discretionary authority with respect to these Restrictive Covenants; and

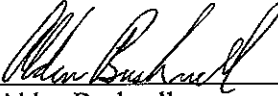
NOW, THEREFORE, the Board has duly adopted the following guidelines for standby electric generators within the community which shall be reasonably applied and enforced:

- (1) The owner shall first apply to and receive written approval from the Association prior to installation of any SEG permitted by 202.019 that will be located outside of the main residential structure on the Property, in the same manner as all other submissions for approval or improvements to property.
- (2) The SEG must be installed and maintained in compliance with manufacturer's specifications and applicable governmental health, safety, electrical and building codes.
- (3) All electrical, plumbing, and fuel line connections for the SEG shall be installed only by licensed contractors and all electrical connections must installed in accordance with applicable governmental health, safety, electrical and building codes.
- (4) All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for the SEG shall be installed in accordance with applicable governmental health, safety, electrical and building codes.
- (5) All liquid petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes.
- (6) All non-integral standby electric generator fuel tanks for the SEG shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

- (7) The SEG and its electrical and fuel lines shall all be maintained in good condition.
- (8) If a component of an SEG, including electrical or fuel lines, is deteriorated or unsafe then that component shall be repaired, replaced or removed as appropriate.
- (9) The SEG shall be screened in accordance with plans submitted to and approved by the Association, if it is:
  - (a) visible from the street faced by the dwelling,
  - (b) located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the property owners' association, or
  - (c) located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the property owners association.
- (10) The SEG shall be periodically tested in accordance with the manufacturer recommendations.
- (11) The SEG shall not be used to generate all or substantially all of the electrical power to the residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.
- (12) Manufacturer's recommend routine exercising of SEG to ensure the ability to operate during an outage. Exercising must be scheduled during daytime hours.
- (13) The SEG shall be located in a location submitted to and approved by the Association.
- (14) The SEG shall not be located on property owned or maintained by the property owners association or owned in common by the property owners association.
- (15) The location required by the Association for a SEG may not increase the cost of installing the SEG by more than 10% or increase the cost of installing and connecting the electrical and fuel lines for the SEG by more than 20%.

These guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for Standby Electric Generators which may have previously been in effect. Except as affected by Section 202.019 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 14 day of DECEMBER 2015.

  
\_\_\_\_\_  
Alden Bushnell  
President  
Bay Pointe Community Association



STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared Alden Bushnell, President of Bay Pointe Community Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

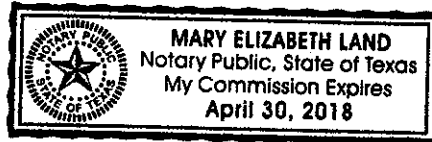
Given under my hand and seal of office this 15 day of December, 2015.

*Mary Elizabeth Land*  
Notary Public, State of Texas

MARY ELIZABETH LAND  
Printed Name

My commission expires: 4/30/18

[Notarial Seal]



*Ret*

FILED FOR RECORD  
8:00 AM

MAR 21 2016

*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

MAR 21 2016



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**BY-LAWS OF  
BAY POINTE COMMUNITY ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

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

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" shall mean and refer to BAY POINTE COMMUNITY ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Texas and its successors and assigns.

Section 2. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Common Open Areas" shall mean all real property owned by the Association for exclusive common use and enjoyment of the Owners, members of their families and their guests. Owners may delegate, in accordance with the By-Laws of the Association, their right to or enjoyment of the Common Open Areas to tenants or contract purchasers who reside in Owner's dwelling or commercial site.

Section 4. "Declarant" shall mean and refer to Friendswood Development Company, an Arizona corporation, and its successors and assigns.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, as may be amended, applicable to the Property and recorded in the Office of the County Clerk, Harris County, Texas.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

Section 7. "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 Commercial Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Lot" shall mean and refer to each part or parcel of the Property intended as and constituting the building site for one (1) single-family residential dwelling for individual use and ownership and shall include both the land and the residential dwelling constructed thereon.

Section 9. "Commercial Unit" shall mean and include all land areas and reserves other than Lots and Common Open Areas and shall contain ten thousand (10,000) square feet of commercial land and any additional land areas and reserves other than Lots and Common Open Areas that may hereafter be brought within jurisdiction of the Association. Said Commercial Units shall be the equivalent of one Lot or proportional fraction thereof for purposes of membership, voting rights and assessment in and by the Association.

Section 10. "Property" shall mean and refer to that portion of Bay Pointe, Section Three, a subdivision in Harris County, Texas, that is subject to the Declaration and any additions as may hereafter be brought within the jurisdiction of the Association.

### ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held once a calendar year thereafter, on a day and at an hour determined by the Board of Directors.

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 (1/4) of all 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 fifteen (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 (1/10) 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 the required quorum is not presented or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the previous meeting. This procedure may be repeated until a quorum is present at a meeting. No subsequent meeting shall be held more than sixty days following the preceding meeting.

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 the Member's Lot or Commercial Unit.

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

Section 1. Composition of Board of Directors. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting the Members shall elect three (3) directors for a term of one (1) year, and two (2) directors for a term of two (2) years; and at annual meetings thereafter, the Members shall elect directors for two-year terms as needed to restore Board membership to five (5) 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, a successor shall be selected by the remaining members of the board and shall serve for the unexpired term.

**Section 4. Compensation.** No director shall receive compensation for any service rendered to the Association. Any director may, however, be reimbursed for actual expenses incurred in the performance of duties as a director.

**Section 5. Action Taken Without a Meeting.** The directors shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining a majority approval of all the directors by telephone or in writing. Any action so approved shall have the same effect as though taken at a meeting of the Board. A record of any action taken without a meeting will be kept by the secretary of the Association.

## **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 either the Association or the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting and shall serve from this 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 at least 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 the meeting shall be held at the same time and place on the next day which is not a legal holiday. The Board of Directors may, by majority vote, conduct a regular monthly meeting without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said monthly meeting fall upon a legal holiday, then the meeting shall be held at the same time and place 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 POWER 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 Open Areas;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) 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
- (d) 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 the 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 in advance of each annual assessment period; and
  - (3) enforce collection of assessment or other charges by appropriate legal means.
- (d) issue, or 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 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) procure and maintain adequate liability insurance for directors and officers of the Association;
- (g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) operate, maintain and otherwise manage the Common Open Areas and any improvements and landscaping thereon; and
- (i) cause Lots and Commercial Units to be maintained as called for by the Declaration.

## **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. At the same time as election of officers takes place, the President or President's designee shall be appointed to represent the Association as a director of the Clear Lake City Boulevard Association.

**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 such officer 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 by 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 replaced.

**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 the president's inability or refusal to act, and shall exercise and discharge such other duties as may be required 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 presented 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 Review 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 BOOK AND RECORDS**

The books, records and papers of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member pursuant to such rules as the Board may from time to time adopt. 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 vendor's lien and a continuing and contractual lien upon the Lot or Commercial Unit against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment or fee is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the lesser of the maximum lawful rate or twelve percent (12%) 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 Lot or Commercial Unit, 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 Open Areas or by abandonment.

#### **ARTICLE XII APPEALS**

**Section 1. Right of Appeal.** A Member may appeal any decision of the Architectural Review Committee or any other committee appointed pursuant to Article IX hereof to the Board provided that all subordinate avenues of resolution have been pursued and provided further that all parties involved comply with the decision of such committee until such time, if any, as the Board amends or reverses the committee's decision.

**Section 2. Appeals Petitions.** Appeals petitions shall be legibly written and shall be submitted in form satisfactory to the Board.

**Section 3. Hearing.** Any Member filing an appeal as hereinabove set forth shall be entitled to a hearing before the Board upon at least seven (7) days prior written notice to all interested parties.

Section 4. Decision. Following the hearing, the Board may, by majority vote of a quorum as herein provided, uphold the decision of the committee in its entirety, may amend such decision, or may overturn such decision.

Section 5. Further Action. A Member shall exhaust all available remedies as herein provided before such Member may resort to a court of law for relief with respect to any committee decision, provided that such limitation shall not apply to the Board or any Member where the complaint alleges non-payment of assessments.

ARTICLE XIII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BAY POINTE COMMUNITY ASSOCIATION, INC.

ARTICLE XIV  
AMENDMENTS

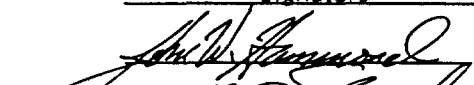


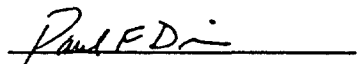
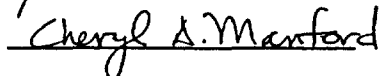
Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of Members present in person or by proxy.

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 XV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end of 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 BAY POINTE COMMUNITY ASSOCIATION, INC. have hereunto executed and consented to these By-Laws, on the dates indicated below.

Name of Director	Signature	Date of Execution	
John W. Hammond		7/22/92	
Mike F. Slavish		7/22/92	LAW MFD
Ed Boado		7/23/92	
Paul F. Dries		7/22/92	
Cheryl A. Manford		7/27/92	

## **Document Contents**

The document you are receiving will contain all Deed Restrictions/Covenants, Conditions, and Restrictions (CCR's)/Protective or Master Covenants/Community Charters for this Association.

This may include but not be limited to:

- Multiple Sections
- Amendments
- Supplemental Amendments
- Restated Documents

Please review this document in its entirety to ensure that you are familiar with any documents related to your property and the section in which it is located.

If you have any questions regarding these files, please contact C.I.A. Services, Inc. for further information.

S217130

COURTESY RECORDING

REGENCY  
TITLE

BAY POINTE COMMUNITY ASSOCIATION

11/21/96

10038402

S217130

69.00

*Restr*

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BAY POINTE, SECTION ONE  
REPLAT RESERVE "B"

*[Handwritten signature]*

510-68-1808

STATE OF TEXAS

COUNTY OF HARRIS

KNOWN ALL MEN BY THESE PRESENTS: THAT

WHEREAS, under date of September 29, 1992, FRIENDSWOOD DEVELOPMENT COMPANY ("Declarant") executed that certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration") recorded under Clerk's File No. N892232 and Film Code No. 110-80-1137 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, by terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the Bay Pointe Community Association, Inc. (the "Association");

WHEREAS, Article XI, Section 8(b) of the Declaration allows Declarant without the consent of any other Owners or any First Mortgagee, the right to bring within the scheme of the Declaration, in one or more future stages, sections or additions, additional lands or portions thereof as described in Exhibit "A" attached to and made a part of said Declaration; provided, said annexation of additional land occurs within ten (10) years of the date of the recording of the Declaration;

WHEREAS, Declarant, as the sole owner of the land platted as Bay Pointe, Section One, Replat Reserve "B", a subdivision in the City of Houston, Harris County, Texas, according to the plat thereof recorded in Film Code 379005 of the Map Records of Harris County, Texas, desires that Bay Pointe, Section One, Replat Reserve "B", also be within the scheme of and made subject to the Declaration and placed within the jurisdiction of the Association;

WHEREAS, Bay Pointe, Section One, Replat Reserve "B" is located entirely within that tract of land described in Exhibit "A" of the Declaration,

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Declarant does hereby declare that:

1. Bay Pointe, Section One, Replat Reserve "B", according to the plat thereof recorded under Film Code No. 379005 of the Map Records of Harris County, Texas, set forth on said plat, is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Association in accordance with the terms of the Declaration to the same extent as if Bay Pointe, Section One, Replat Reserve "B", had been named and described in the Declaration.
2. Nothing herein contained is intended or shall be construed to amend the Declaration other than to add and annex Bay Pointe, Section One, Replat Reserve "B", as stated above.

EXECUTED this 19th day of November, 1996.

FRIENDSWOOD DEVELOPMENT COMPANY

By *[Signature]*  
Joseph L. Stunja, President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on November 20, 1996 by Joseph L. Stunja, President of FRIENDSWOOD DEVELOPMENT COMPANY, Florida Corporation, on behalf of said corporation.



*[Signature]*  
Notary Public, State of Texas

RETURN TO:  
John Hammond  
FRIENDSWOOD DEVELOPMENT COMPANY  
P.O. Box 3488  
HOUSTON, TEXAS 77253-3488

H:\dfr\john\N915973

510-88-1809



ANY PERSONS WHOSE NAMES APPEAR HEREON AS OWNER OF THE DESCRIBED REAL PROPERTY SHOULD BE KEENLY ON GUARD TO SECURE AND OBTAIN PRELIMINARY FEDERAL LITIGATION IN THE STATE OF TEXAS.  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number 4 in this County that this instrument was FILED in File Number 4 in this County on the date and at the time stipulated herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

NOV 21 1996



*Benjamin B. Hoffman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

*Benjamin B. Hoffman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS  
96 NOV 21 PM 2:35  
FILED

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US90419

534-31-3499

09/29/92 309437454 US90419

01L.00

*Rest*

BAY POINTE COMMUNITY ASSOCIATION

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BAY POINTE, SECTION ONE  
UNRESTRICTED RESERVE "E"

*lee*

STATE OF TEXAS           §  
                                  §        KNOWN ALL MEN BY THESE PRESENTS: THAT  
COUNTY OF HARRIS       §

WHEREAS, under date of September 29, 1992, FRIENDSWOOD DEVELOPMENT COMPANY ("Declarant") executed that certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration") recorded under Clerk's File No. N892232 and Film Code No. 110-60-1137 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, by terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the Bay Pointe Community Association, Inc. (the "Association");

WHEREAS, Article XI, Section 8(b) of the Declaration allows Declarant without the consent of any other Owners or any First Mortgagee, the right to bring within the scheme of the Declaration, in one or more future stages, sections or additions, additional lands or portions thereof as described in Exhibit "A" attached to and made a part of said Declaration; provided, said annexation of additional land occurs within ten (10) years of the date of the recording of the Declaration;

*11*  
*2*

WHEREAS, Declarant, as the sole owner of the land platted as Bay Pointe, Section One, Unrestricted Reserve "E", a subdivision in the City of Houston, Harris County, Texas, according to the plat thereof recorded in Film Code 350147 of the Map Records of Harris County, Texas, desires that Bay Pointe, Section One, Unrestricted Reserve "E", also be within the scheme of and made subject to the Declaration and placed within the jurisdiction of the Association;

*D*

WHEREAS, Bay Pointe, Section One, Unrestricted Reserve "E" is located entirely within that tract of land described in Exhibit "A" of the Declaration,

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Declarant does hereby declare that:

1. Bay Pointe, Section One, Unrestricted Reserve "E", according to the plat thereof recorded under Film Code No. 350147 of the Map Records of Harris County, Texas, set forth on said plat, is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Association in accordance with the terms of the Declaration to the same extent as if Bay Pointe, Section One, Unrestricted Reserve "E", had been named and described in the Declaration.

2. Nothing herein contained is intended or shall be construed to amend the Declaration other than to add and annex Bay Pointe, Section One, Unrestricted Reserve "E", as stated above.

534-31-3500

EXECUTED this 28th day of August, 2000.

Lennar Homes of Texas Land and Construction, Ltd.,  
a Texas limited partnership,  
dba Friendswood Development Company

*Zov*

By: Lennar Texas Holding Company,  
a Texas corporation,  
its General Partner

By: *Don Klein*  
Don Klein, Vice President

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me this 28<sup>th</sup> day of August, 2000 by Don Klein,  
Vice President of Lennar Texas Holding Company, a Texas corporation, on behalf of said  
corporation.

*Melanie Jasek*  
Notary Public, State of Texas



ANY PROVISION HEREIN WHICH PURSUANTS TO THE OIL & GAS ACT, OR ONE OF THE OIL & GAS ACTS, OR  
PROPERTY INTERESTS IN OIL OR GAS, IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW,  
THE STATE OF TEXAS }  
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in this County  
according to the provisions of the laws of the State of Texas, and was  
not recorded, in the Official Public Records of said County of  
Harris County, Texas on

AUG 29 2000



*Barbara A. Johnson*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

*Barbara A. Johnson*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

2000 AUG 29 AM 8:59

FILED

RETURN TO:  
Friendswood Development Company  
*John Hammond*  
550 Greens Parkway Suite 100  
Houston, Texas 77067-4526

J180

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY POINTE, SECTION TWO

10/20/92 00111159 N915878 \$ 5.00

STATE OF TEXAS §
COUNTY OF HARRIS §
§ KNOWN ALL MEN BY THESE PRESENTS: THAT

WHEREAS, under date of September 29, 1992, FRIENDSWOOD DEVELOPMENT COMPANY ("Declarant") executed that certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration") recorded under Clerk's File No. N892232 and Film Code No. 110-60-1137 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, by terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the Bay Pointe Community Association, Inc. (the "Association");

WHEREAS, Article XI, Section 8(b) of the Declaration allows Declarant, without the consent of any other Owners or any First Mortgagee, the right to bring within the scheme of the Declaration, in one or more future stages, sections or additions, additional lands or portions thereof as described in Exhibit "A" attached to and made a part of said Declaration; provided, said annexation of additional land occurs within ten (10) years of the date of the recording of the Declaration;

WHEREAS, Declarant, as the sole owner of the land platted as Bay Pointe, Section Two, a subdivision in the City of Houston, Harris County, Texas, according to the plat thereof recorded in Film Code 350148 of the Map Records of Harris County, Texas, desires that Bay Pointe, Section Two, Unrestricted Reserve "A" of said subdivision also be within the scheme of and made subject to the Declaration and placed within the jurisdiction of the Association;

WHEREAS, Bay Pointe, Section Two, Unrestricted Reserve "A" is located entirely within that tract of land described in Exhibit "A" of the Declaration;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Declarant does hereby declare that:

1. Bay Pointe, Section Two, Unrestricted Reserve "A", according to the plat thereof recorded under Film Code No. 350148 of the Map Records of Harris County, Texas, set forth on said plat, is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Association in accordance with the terms of the Declaration to the same extent as if Bay Pointe, Section Two, Unrestricted Reserve "A", had been named and described in the Declaration.

2. Nothing herein contained is intended or shall be construed to amend the Declaration other than to add and annex Bay Pointe, Section Two, Unrestricted Reserve "A", as stated above.

EXECUTED this 19th day of October 1992.

FRIENDSWOOD DEVELOPMENT COMPANY

By: Jack C. McKinney, Vice President

LAW

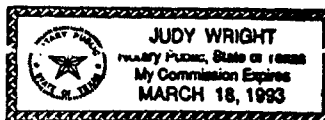
STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 10-19-92 by Jack C. McKinney, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Judy Wright
Notary Public, State of Texas

L0098

RETURN TO:
Friendswood Development Company
John Hammond
P. O. Box 2567
Houston, Texas 77252-2567



*Kevin*  
N801563

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BAY POINT, SECTION THREE  
A SUBDIVISION IN HARRIS COUNTY TEXAS

*le*  
N801563

09/15/02 09072046 FILE 47.00

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

106-57-2523

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Houston, Harris County, State of Texas, that has been platted and subdivided into a subdivision known as Bay Pointe, Section Three according to the plat thereof recorded in File No. N696728, Film Code FC352150 of the Official Public Records of Harris County, Texas.

Declarant desires to develop certain land, being all of Bay Pointe, Section Three, as a residential and commercial subdivision and subject it to this declaration and to provide and adopt a uniform plan of development, including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control, and preserve the values and amenities of this land for the development, improvement, sale, use, and enjoyment of the Property as a residential and commercial subdivision for the benefit of this land and each owner of any part of this land. The land subject to this Declaration is referred to as the "Property."

7  
/

The Property shall include the following Lots and Reserves:

LOTS

- Block 1, Lots 1-12
- Block 2, Lots 1-16
- Block 3, Lots 1-65
- Block 4, Lots 1-27

RESERVES

- Restricted Landscape Reserve A (0.381 Acres)
- Restricted Landscape Reserve B (1.256 Acres)
- Restricted Reserve C (2.651 Acres)

All Reserves and Unrestricted Reserves presently subject to this Declaration or subsequently subjected to this Declaration are, however, specifically excepted from Article IX, Restrictions of Use.

It has been deemed desirable, for the efficient preservation of values and amenities in the Property, to create an Association to which shall be delegated and assigned the powers of administering and enforcing the provisions of this Declaration including levying, collecting, and disbursing the assessments.

To exercise these functions, the Bay Pointe Community Association, Inc., a non-profit corporation created under the laws of the State of Texas, has been incorporated. The directors of the Association have established By-Laws by which the Association shall be governed.

Declarant declares that the Property shall be developed, improved, sold, used, and enjoyed in accordance with and subject to the following plan of development, including the assessments, conditions, covenants, easements,

reservations, and restrictions of this Declaration, all of which are adopted for and placed upon the Property; shall run with the Property and be binding on all parties who now or hereafter have or claim any right, title, or interest in the Property or any part of the Property, and on the heirs, executors, administrators, successors, and assigns of such parties, regardless of the source of or the manner in which any such right, title, or interest is or may be acquired; and shall inure to the benefit of each owner of any part of the Property.

#### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Bay Pointe Community Association, Inc., a non-profit corporation incorporated under the laws of the State of Texas, and its successors and assigns.

Section 2. "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Builder" shall mean and refer to a department of Declarant or any other entity to which Declarant conveys Lots or Commercial Units for the purpose of constructing homes or other permitted structures thereon.

Section 4. "Commercial Unit" and "Commercial Units" shall include all land areas and reserves other than Lots and Common Open Areas and any additional land areas and reserves other than Lots and Common Open Areas that may thereafter be brought within jurisdiction of the Association. Each Commercial Unit shall contain 10,000 square feet of commercial land and shall be the equivalent of one Lot or proportional fraction thereof for purposes of membership, voting rights and assessment in and by the Association.

Section 5. "Common Open Area" and "Common Open Areas" shall mean all real property owned by the Association for exclusive common use and enjoyment of the Owners, members of their families and guests.

Section 6. "Conveyance" shall mean and refer to conveyance of a fee simple title to the surface estate of a Lot or Commercial Unit from one Owner to another.

Section 7. "Lot" and "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Property upon which there has been or will be constructed a single-family residence.

Section 8. "Declarant" shall mean and refer to Friendswood Development Company, an Arizona Corporation, and its successors and assigns.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any Amendments hereto applicable to the Property recorded in the Office of the County Clerk, Harris County, Texas.

Section 10. "Development Period" shall mean and refer to that period of time in which Declarant is the Owner of any Lot or Commercial Unit.

Section 11. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the surface estate in any Lot or Commercial Unit which is a part of the Property, including contract sellers,

but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Property" shall mean and refer to Bay Pointe, Section Three, a subdivision in Harris County, Texas, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 14. "Transfer" shall mean and refer to the transfer of the surface estate of a Lot or Commercial Unit from one legal entity to any department thereof or to another legal entity whether or not the owner of record changes.

## ARTICLE II RESERVATIONS, EXCEPTIONS, DEDICATIONS AND CONDEMNATION

Section 1. Incorporation of Plat. The subdivision plat of Bay Pointe, Section Three, dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such subdivision plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Property. All dedications, limitations, restrictions and reservations shown on the subdivision plat, to the extent they apply to the Property, are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed and conveyance executed or to be executed by or on behalf of Declarant, conveying each Lot or Commercial Unit within the Property.

Section 2. Reservation of Minerals. The Property, and any future land made subject to this Declaration, are hereby subjected to the following reservation and exception: All oil, gas and other minerals in, on and under the hereinabove described Property are hereby excepted or reserved by predecessor or predecessors in title of Declarant and which exception is made in favor of present owner or owners or owners of such minerals as their interests may appear of record.

Section 3. Condemnation. If all or any part of the Common Open Area is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees (as defined in Article X hereof) known to the Association to have an interest in any Lot or Commercial Unit. The expense of participation in such proceedings by the Association shall be borne by the Association and paid for out of assessments collected pursuant to Article V hereof. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings.

All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as follows. If an action in eminent domain is brought to condemn a portion of the Common Open Areas, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such portion of the property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the Association. The Association, if it deems advisable, may call a meeting of the

Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible, the Common Open Areas so taken or damaged. In the event it is determined that such Common Open Areas should be replaced or restored by obtaining other land, this Declaration shall be duly amended by instrument executed by the Association on behalf of the Owners. If it is determined that the Common Open Area should not be replaced, the Association shall pay the funds received as damages to the account of each Owner and First Mortgagee, if any, as their interests may appear.

### ARTICLE III. PROPERTY RIGHTS

**Section 1. Owner's Easements of Enjoyment.** Every Lot and Commercial Unit Owner who resides on the Property shall have a right to an easement of enjoyment in and to the Common Open Areas which shall be appurtenant to and shall pass with the title to every Lot or Commercial Unit, subject to the following provisions:

- (a) the right of the Association to grant or dedicate easements in, on, under or above the Common Open Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property of any part thereof;
- (b) the right of the Association to prevent an Owner from planting, placing, fixing, installing or constructing any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any personal property on the Common Open Areas or any part thereof without the prior written consent of the Association. The Association shall have the right to remove anything placed on the Common Open Areas in violation of the provisions of the subsection and to assess the cost of such removal against the Owner responsible;
- (c) the right of Declarant (and its sales agents and representatives) to the nonexclusive use of the Common Open Areas and the facilities thereof, for display and exhibit purposes in connection with the sale of Lots or Commercial Units within the Property, which right Declarant hereby reserves; provided, however, that such use shall not continue for a period of more than ten (10) years after conveyance of the Common Open Areas within the Property to the Association; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise unreasonably restrict the Members in their use and enjoyment of the Common Open Areas;
- (d) the right of the Association to limit the number of guests of Owners utilizing the recreational facilities and improvements owned by the Association and provided upon Common Open Areas;
- (e) 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 facilities owned by the Association; and
- (f) the right of the Association to suspend the voting rights of an Owner and the Owner's right to use any recreational facility of the Association during the period the Owner is in default in excess of thirty (30) days in the payment or any maintenance charge assessment against a Lot or Commercial Unit and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have by virtue of this Declaration or its By-Laws or at law or in equity on account of any such default or infraction.

**Section 2. Delegation of Use.** Owners subject to an easement of enjoyment in and to the Common Open Areas may delegate, in accordance with the By-Laws, their right to or enjoyment of the Common Open Areas to members of their families, tenants or contract purchasers who reside in Owner's residential dwelling or commercial structure.

**Section 3. Waiver of Use.** No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release a Lot or Commercial Unit owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Open Areas thereon or by abandonment of Owner's Lot or Commercial Unit.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

**Section 1. Membership.** Each person or entity who is a record Owner of any of the Property which is 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.

**Section 2. Voting Classes.** The Association shall initially have two classes of voting membership:

**Class A.** Class A members shall be all Owners with the exception of the Declarant (except as hereinafter provided) and shall be entitled to one vote for each Lot or Commercial Unit owned. When more than one person holds an interest in any Lot or Commercial Unit, all such persons shall be members. The vote of such Lot or Commercial Unit shall be exercised as the persons among themselves determine, but in no event shall more than one vote be cast with respect to each Lot or Commercial Unit owned.

**Class B.** The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot or Commercial Unit owned. Class B membership shall cease and be converted to Class A membership on the earlier of the following dates:

- (a) the date on which the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
- (b) January 1, 2000.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot or Commercial Unit owned within the Property, hereby covenants, and Owner of any Lot or Commercial Unit by acceptance of a deed therefore, 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 which are to be established and collected as hereinafter provided.

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

Section 2. Purposes of Assessment. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, and welfare of the Members of the Association and for the improvement and maintenance of the Common Open Areas including the improvements and landscaping thereon.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner, the maximum annual assessment shall be \$300.00 per Lot or Commercial Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner, the maximum annual assessment may be increased each year above the maximum assessment for the previous year without a vote of the membership by the percentage change by which the Consumer Price Index for the immediately preceding calendar year exceeds such Index for the calendar year prior thereto or by fifteen percent (15%), whichever is greater. As used herein, the "Consumer Price Index" shall mean the year-end Consumer Price Index for All-Urban consumers, published by the U.S. Department of Labor (or a generally accepted replacement should such Index no longer be published).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Commercial Unit to an Owner the maximum annual assessment may be increased above the rates specified in this Section 3, Paragraph (a) by a vote of two-thirds (2/3) of each class of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose.

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 for necessary purposes of the Association, such as the construction, reconstruction, repair or replacement of a capital improvement in the Common Open Areas, including fixtures and personal property related thereto, or for counsel fees or the fees of other retained experts provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose.

Section 5. Rate of Assessment. All Lots and Commercial Units within the property shall commence to bear their applicable assessments simultaneously, and improved Lots and Commercial Units owned by the Declarant are not exempt from assessment. Lots or Commercial Units which are owned by or transferred to a Builder or which are occupied by residents and improved Lots or Commercial Units owned by Declarant shall each be subject to an annual assessment as determined by the Board of Directors pursuant to the terms of this Declaration. Unimproved Lots or Commercial Units which are owned by Declarant shall be assessed at the rate of one-fourth (1/4) of the annual assessment; however, said assessment shall be made only in the event and then only to the extent that assessments from Lots or Commercial Units owned by other than Declarant are not sufficient to meet the operating budget of the Association. As used herein, the term "improved Lot" or

"Improved Commercial Unit" shall mean a Lot or Commercial Unit on which a residential dwelling or commercial structure has been constructed and is ready for occupancy as evidenced by the issuance of a Certificate of Occupancy by the City of Houston, Texas. A Lot or Commercial Unit assessment shall be assessed against a builder, instead of Declarant when a Lot or Commercial Unit is made available for improvement by said Builder and there is written confirmation, reservation, or conveyance of said Lot or Commercial Unit by Declarant in favor of Builder. As used in this Section 5, the term "Declarant" shall be construed to mean only Friendswood Development Company, and its successors and assigns, acting in their capacity as land developers; and a Lot or Commercial Unit owned, reserved, or held by a home building division or any commercial construction division of Declarant shall be subject to full assessment as provided herein.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots or Commercial Units on the first day of the month following the conveyance of a Lot or Commercial Unit to an Owner or a transfer of any Lot or Commercial Unit owned by Declarant to a Builder. 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 or Commercial Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each 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 or not the assessments on a specified Lot or Commercial Unit 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 lesser of the maximum lawful rate or twelve percent (12%) 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 Lot or Commercial Unit.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Commercial Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Commercial Unit 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. No sale or transfer shall relieve such Lot or Commercial Unit from liability of any assessments which thereafter become due or from the lien thereof.

Section 9. Exempt Properties. Any portion of the Property dedicated to and accepted by a local public authority, or 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 residential dwelling or commercial use shall be exempt from said assessments.

## ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Approval. The Property is a part of a greater community development commonly known as Clear Lake City. The overall plan for the development of the various areas and sections which make up Clear Lake City contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole while at the same time permitting compatible distinctiveness of individual developments within the

area. For this purpose, Declarant hereby reserves and retains the right of architectural control to itself or its assignee as hereinafter provided. Declarant shall initially appoint an Architectural Review Committee, consisting of not less than three (3) members, who need not be members of the Association, and who by majority vote may designate a representative to act for them. Any vacancy shall be filled by a successor appointed by Declarant; until such successor(s) shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted to or designate a representative with like authority. Declarant retains the exclusive right to review and approve or disapprove all plans and specifications for original construction of the Property.

It is accordingly covenanted and agreed that no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alternation to such structure or the color thereof (including, without limitation, site landscaping visible from any part of the Property and grading plans, patio covers and trellises, plans for off-street parking of vehicles and utility layout), be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or Commercial Unit or the Owner's authorized agent. The Architectural Review Committee shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than in accordance with the approved plans. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity. Approval of plans as complying with the applicable Minimum Construction Standards adopted and promulgated from time to time for the Property by Declarant, or its assigns, shall be only for such purposes and shall not serve as approval for any other purpose.

Declarant hereby reserves and retains the right at its option to assign in whole or in part, its rights hereinabove set forth to an Architectural Review Committee appointed by the Association. In the event Declarant elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing and acknowledged by the proper officers of Declarant and placed of record in the appropriate records of the County Clerk of Harris County, Texas.

**Section 2. No Liability.** Neither Declarant, the Association, its Board of Directors, nor the Architectural Review Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot or Commercial Unit affected by these restrictions by reason of mistake in judgment, negligence, or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees, that no action or suit for damage will be brought against Declarant, the Association, its Board of Directors, the Architectural Review Committee, or any of the members thereof.

**Section 3. Notice of Noncompliance.** Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this

Article VI unless actual notice of such noncompliance or noncompletion, executed by the Architectural Review Committee, or its designated representative, shall appear of record in the office of the County Clerk and Recorder of Harris County, Texas, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 4. Rules and Regulations. The Architectural Review Committee may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VI.

Section 5. Variances. The Architectural Review Committee may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such Committee pursuant to this Article VI, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

#### ARTICLE VII DUTIES AND MANAGEMENT OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain and otherwise manage all Common Open Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.
- (b) Pay any real and personal property taxes and other charges assessed against the Common Open Areas.
- (c) Have the authority to obtain, for the benefit of all of the Common Open Areas, all water, gas and electric services and refuse collection.
- (d) Grant easements where necessary for utilities and sewer facilities over the Common Open Areas to serve the Common Open Areas and the Property in general.
- (e) Maintain such policy or policies of insurance as the Board of Directors of the Association may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.
- (f) Have the authority to contract with a management company for the performance of maintenance and repair and for conducting other activities on behalf of the Association provided that such contract shall be limited to a duration of one (1) year, except with the approval of a majority of the Members entitled to vote. Any such management agreement shall provide that it will be terminable by the Association without a termination fee for cause upon thirty (30) days' written notice or without cause by either party upon ninety (90) days' written notice.
- (g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.
- (h) Have a duty to landscape and maintain the landscaping upon the Common Open Areas and the duty to maintain the perimeter walls or fences located at entrances to the Property, Common Open Areas, greenbelt buffers, parks and

fencing and walls located on portions of Lots or Commercial Units described herein:

Common boundary line between Restricted Reserve "A" and Lots 14, 15, 16, Block 2.

Common boundary line between Restricted Reserve "B" and Lots 1-5, Block 3; Lots 44-54, Block 3.

Common boundary line between Restricted Reserve "C" and Lots 7-12, Block 1, and Lot 1, Block 4.

## ARTICLE VIII UTILITY BILLS, TAXES AND INSURANCE

### Section 1. Obligations of Owners.

(a) Each Owner shall have separate electric, gas and water meters and shall directly pay for all electricity, gas, water, sanitary sewer service, telephone service, security systems, cable television and other utilities used or consumed by Owner.

(b) Each Owner may directly render for taxation Owner's Lot or Commercial Unit and improvements thereon, and shall at Owner's own cost and expense directly pay all taxes levied or assessed against or upon Owner's Lot or Commercial Unit.

### Section 2. Obligation of the Association.

(a) The Association shall pay, as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Open Areas or any part thereof.

(b) The Association may render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Open Areas and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect, as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Open Areas and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such amounts as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Open Areas.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid as a common expense of all Owners and shall be paid out of the assessments.

ARTICLE IX  
RESTRICTIONS OF USE

**Section 1. Single Family Residential Construction.** Subject to Sections 2 and 11 of this Article, each Lot shall be used only for single-family residence purposes. No building shall be erected, altered or permitted to remain on any Lot other than one single-family detached 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 in this Declaration or that may appear on any recorded plat or replat approved by Declarant or its assignee.

**Section 2. Prohibition of Offensive or Commercial Use.** No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of each Owner of such Owner's Lot or which shall degrade property values or distract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done in any driveway or adjoining street. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Notwithstanding the above, Declarant, its successors or assigns, or Builders may use the Property for model homes display and sales offices during the Development Period, during construction or until all new homes on the Property have been sold.

**Section 3. Minimum Square Footage.** The living area of the main residential structure for Lots, exclusive of porches, garage and servant's quarters, shall not be less than 1,100 square feet. Declarant shall have the right to modify these minimum square footage requirements for any additional land annexed into the Association and made subject to this Declaration.

**Section 4. Building Materials.** The predominant exterior materials of the main residential structure and the garage, whether attached or detached, shall be masonry, stucco, stone or wood. No single-family construction, private garage or any other structure located on the Property shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from any portion of the Property. Heating and cooling devices may be used in windows or other openings of any structure used by Declarant or a Builder during the completion and sale of all construction of this subdivision.

**Section 5. Location of Improvements Upon the Lots.** No building shall be located on any Lot nearer to the front line nor nearer to the side street line than the minimum building setback lines shown on the recorded plats. No building or other improvements on a Lot shall be located nearer than five (5) feet to an interior lot line, except that a garage located sixty (60) feet or more from the front lot line may be a distance of three (3) feet from an interior lot line. Declarant shall have the right to modify these setback criteria for any additional land annexed into the Association and made subject to this Declaration, and Declarant shall establish building setback criteria for uses other than single-family residential on a case-by-case basis.

**Section 6. Deviations** Declarant at its sole discretion, is hereby permitted to approve deviations in these restrictions on building area, location of improvements on the Lots and building materials in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions.

**Section 7. Composite Building Sites.** Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which event 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 on the recorded plat of Bay Pointe, Section Three. Any revision of lot sizes is subject to all applicable regulations and laws for the State of Texas and the City of Houston.

**Section 8. Utility Easement** Easements for installation and maintenance of utilities are reserved as shown on the recorded plat, and no structure shall be erected on any of such easements. Neither Declarant 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 contractors to shrubbery, trees, flowers or improvements located on the land covered by such easements.

**Section 9. Electrical Distribution Service.** An electric distribution system will be installed in the Property, in a service area that will embrace all of the lots which are platted in the Property. In the event that there are constructed within the Property structures containing multiple dwelling units such as townhouses, duplexes, or apartments, then the underground service area shall embrace all of the dwelling units involved. The Owner of each lot containing a single dwelling unit, or in the case of multiple dwelling unit structure, the Owner or developer, shall, at its 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 at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, the 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.

Declarant has either by designation on the plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner and developer thereof, shall at its 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 each dwelling unit involved. For so long as this service is maintained in the Property, the electric service to each dwelling unit 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 electric distribution system in the Property at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the lots are being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designated to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), built for sale or rent, and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former reserve undertakes some action which would invoke a per front lot foot payment if such action had been undertaken in the Property, such Owner of applicant for service shall pay the electric company \$1.75 per front lot foot, unless the electric company has previously been paid for service to the reserve(s). The provisions of the two preceding paragraphs do not apply to any future nonresidential development in the reserve(s).

Easements for the underground service may be crossed by driveways and walkways provided the Lot Owner makes prior arrangements with the utility company furnishing any utility service occupying the easement and provides and installs the necessary conduit of approved type and size under such driveway or walkways prior to construction thereof.

Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither Declarant 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 Lot Owner located on the land covered by such easements.

Section 10. Audio and Video Communication Service. In the event that audio and video communication services and facilities are made available to any Lot by means of an underground coaxial cable system, there is hereby reserved to the company furnishing such services and facilities a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by the company furnishing the service from and at a right angle to the utility easement nearest to the point of connection on the permanent improvement of structure constructed, or to be constructed, upon the Lot and in a direct line from the nearest utility easement to the point of connection.

Section 11. Temporary Structures and Out Buildings. No structures of temporary character, nor any recreational vehicle, mobile home, trailer, basement, tent, shack, garage, barn, playhouse or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time as a residence. Outbuildings or structures, whether temporary or permanent, used for accessory, playhouse, storage or other purposes shall be limited to eight feet in height and one hundred (100) square feet in area and must be approved in accordance with Article VI, Section 1 of this Declaration. Temporary structures may be used as sales offices or as construction offices and for other related purposes by Declarant or Builders during the construction and sales period. Such structures shall be inconspicuous and slighty and shall be removed at completion and sale of all construction of this subdivision.

Section 12. 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 result in an annoyance or are obnoxious to residents in the vicinity. Animals are not permitted to roam the Property and must be controlled on a leash if they are not on a Lot.

Section 13. Walls, Fences and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and

architectural standards established by the Declarant or the Architectural Review Committee.

No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected or maintained on a side lot line beyond a point located three (3) feet back from the front exterior wall of the main residential structure located on a Lot. For the purpose of this provision the front wall of the main residential structure excludes bay or box windows, chimney structures or any other similar appendage.

No wall, fence, or hedge in excess of six (6) feet in height shall be erected or maintained on a side lot line from a point located three (3) feet back from the front exterior wall of the main residential structure, backward to the rear property line on a Lot. No rear fence, wall or hedge shall be more than six (6) feet high.

On corner lots, fences shall not be erected or maintained closer to the side lot line than the side building line setback shown on the plat for Bay Pointe, Section Three recorded in File No. N696728, Film Code FC352150 of the Official Public Records of Harris County, Texas.

Perimeter fencing on all Lots shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent with this Declaration and architectural standards established by Declarant or the Architectural Review Committee.

Fences of wire or chain link construction are prohibited, and the design and materials of all fences shall be approved by the Architectural Review Committee prior to construction pursuant to the approval requirements of Article VI, Section 1, of this Declaration.

Section 14. Antennae. Subject to Section 10 of this Article, no electronic, radio, television or any other type of antenna for receiving or transmitting visual or sound communications or any electronic antennae of any kind shall be constructed, erected, placed or permitted to remain on any Lot or any residential dwelling or outbuilding or any other structure thereon unless it is located at the rear of the residential dwelling or to the rear of the roof line, gable or center line of the residential dwelling so as to be completely hidden from sight when viewed from either the fronting or sidings street on corner lots. No electronic, radio, television or any other type of antenna for receiving or transmitting visual or sound communications shall be constructed, erected, placed or permitted to remain on the Bay Pointe, Section Three lots listed below unless such antenna is located within the interior of the residential dwelling or is erected, placed or mounted in such a manner that from a street, adjacent lot or from any other portion of the Property no portion is visible from a height of six (6) feet or less.

<u>Lots</u>	<u>Block</u>	<u>Section</u>
1, 12	1	Three
5, 9, 14, 15, 16	2	Three
1-5, 12, 16, 32, 33	3	Three
44-54, 59	3	Three
9, 10, 18, 19, 27	4	Three

No electronic radio or television dish or any other type of receiving or transmitting dish or any other similar equipment is permitted on any Lot unless it is erected, placed or mounted in such a manner that from a street, adjacent lot or from any other portion of the Property, no portion is visible from a height of six (6) feet or less.

Section 15. Visual Screening. All clothesline, equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects such as equipment repair and construction projects shall be screened by

adequate planting or fencing so as to conceal them from view of neighboring lots, streets, parks and public areas. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the lots and not allowed to accumulate thereon.

**Section 16. 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 17. 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 neatly maintained and shall in no event use any Lot for storage of material and equipment except for normal residential purposes 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.

**Section 18. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment.** No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, 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, front yard area or on driveways. Permanent or semi-permanent storage of such vehicles or items must be completely screened from public view either within the garage or behind a solid fence. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for forty-eight (48) or more consecutive hours. No eighteen-wheel vehicles and other similar large van or flat-bed type vehicles may be parked on any public street right-of-way, front yard area or on driveways except to deliver merchandise or other materials to residents or construction sites.

**Section 19. Signs, Advertisements and Billboards.** No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of a Lot except for one sign for each Lot of not more than twenty-eight (28) inches by thirty-eight (38) inches solely advertising the Lot for sale or rent, and except signs used by Declarant or a Builder to advertise the Lot during the construction and sales period. The Declarant and the Association shall have the right to remove any signs, advertisements or billboard or structure which is placed on said Lot in violation of this section 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 20. Removal of Soil and Trees.** The digging of soil or the removal of soil from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on said Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees and then only following the obtaining of written approval for such cutting by Declarant or the Association, given in their sole discretion.

**Section 21. Sidewalks.** Before a dwelling is completed or occupied, the Lot Builder shall construct a concrete sidewalk in the public street right-of-way, four (4) feet in width parallel to the street curb generally 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. Placement of sidewalks in public rights-of-way around their terminus of cul-de-sac streets shall follow the pattern of the incoming sidewalk (as proposed or built) on adjacent lots. Generally, the sidewalk shall be placed two feet from the front lot line toward the

street. The intent of this guide is to insure a continuous walk around the terminus. Owners of corner lots shall install such a sidewalk parallel to the front lot line and the side lot line. The Declarant, or its assignee, at its sole discretion, is hereby permitted to grant deviations as to geometric sidewalk placement or construction materials. Said deviations shall automatically amend these restrictions with respect to the lot(s) involved.

**Section 22. Roofing Material.** Roofing materials may include composition shingles having a minimum warranty period of 25 years. Composition shingle roofs shall be comparable in color to weather wood shingles and comparable in surface textural appearance to wood shingles. Colors for slate, clay or concrete tile roofs shall be approved individually by the Declarant or its assignee. Any other type or classification roofing material shall be permitted only at the sole discretion of the Declarant or its assigns upon written request.

**Section 23. Enforcement.** In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the requirements herein set forth, such default continuing after ten (10) days' written notice thereof, the Declarant or the Association 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 the occupation of the Lot 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 and continuing contractual lien shall be retained by Declarant at the time of conveyance of each Lot in favor of Declarant or the Association, but inferior to a purchase money lien or mortgage. Such vendor's and continuing contractual lien shall be applicable and effective whether mentioned specifically or omitted in each conveyance of a Lot by Declarant.

## ARTICLE X

### MORTGAGE PROTECTION; MANAGEMENT AGREEMENTS; RESERVE FUNDS; LEASES

**Section 1. Notice to First Mortgagees.** Upon written request to the Association at the address of the Association's registered agent filed with the Secretary of State for the State of Texas, all holders of first mortgage liens on Lots and Commercial Units, hereinafter called "First Mortgagees," shall be entitled to:

- (a) inspect the books and records of the Association during normal business hours at a time mutually convenient to Declarant and First Mortgagee;
- (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year;
- (c) receive written notice of all meetings of the Association and designate a representative to attend all such meetings;
- (d) upon request, receive notice of any default in the performance by the First Mortgagee's mortgagor of any obligation under this Declaration, the By-Laws or Articles of Incorporation of the Association which is not cured within sixty (60) days;
- (e) receive notice of any abandonment or termination of the development;

(f) receive notice of any material amendment to this Declaration, or to the By-Laws or Articles of Incorporation of the Association; and

(g) receive notice of any decision to terminate professional management and assume self-management.

**Section 2. Alienation of Common Open Areas.** Except as to the Association's right to grant easements for utilities and similar or related purposes, the Common Open Areas may not be abandoned, partitioned, subdivided, sold, alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of a two-thirds (2/3) majority of all First Mortgagees (based upon one vote for each mortgage held).

**Section 3. Changes in Assessment Procedures.** Any changes in the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner, other than the procedures described herein, shall be approved by a two-thirds (2/3) majority of the First Mortgagees (based upon one vote for each mortgage held).

**Section 4. Mortgagee-Required Approval.** Unless all of the First Mortgagees who have notified the Association pursuant to Section 1 of this Article have given their prior written approval, the Association shall not be entitled to:

(a) fail to maintain fire and extended coverage on insurable improvements in Common Open Areas, if any, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); and

(b) use hazard insurance proceeds for losses to any improvements in Common Open Areas, if any, for other than the repair, replacement or reconstruction of such improvements.

**Section 5. Reimbursement to Mortgagees for Payment of Taxes or Insurance Premiums.** First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Open Areas and may pay overdue premiums of hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for improvements in the Common Open Areas, if any, and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

**Section 6. Insurance on Condemnation Proceeds: Notice.** No provision of this Declaration or of the By-Laws or Articles of Incorporation of the Association shall be construed as giving an Owner or other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Open Areas. An institutional holder of a first mortgage shall be entitled to receive timely written notice of substantial damage to or a taking of the Common Open Areas.

**Section 7. Management Agreements.** Any management agreement will be terminable by the Association without payment of a termination fee with cause upon thirty (30) days written notice. The term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

**Section 8. Reserve Fund.** Association budgets shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the

Common Open Areas that must be replaced on a periodic basis and will be payable in regular installments as part of the common assessment.

**Section 9. Leases.** Any lease agreement between an Owner and a lessee shall be subject in all respects to the provisions of this Declaration, the By-Laws and Articles of Incorporation of the Association whether or not reference is made to the Declaration, By-Laws and Articles of Incorporation in the lease.

## ARTICLE XI

### GENERAL PROVISIONS

**Section 1. Enforcement.** The Association and 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. Severability.** Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision, which shall remain in full force and effect.

**Section 3. Duration: Amendment.** The provisions of this Declaration shall run with and bind the Property for a term of twenty-five years from this date, after which time they shall be automatically extended for successive periods of ten years.

This Declaration may be amended during the first twenty-five year period by an instrument signed by a sufficient number of Owners representing not less than two-thirds (2/3) of the votes in the Association, and thereafter by an instrument signed by a sufficient number of Owners representing not less than fifty percent of the votes. In addition, any amendment hereto (i) to change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, or (ii) to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of Common Open Areas, or (iii) to use hazard insurance proceeds for losses to the improvements in Common Open Areas, if any, for other than the repair, replacement or reconstruction of such improvements shall require the additional approval of two-thirds (2/3) majority of the First Mortgagees (based upon one vote for each mortgage owned).

(a) Any amendment hereto affecting any of the following shall require the additional approval of fifty-one percent (51%) of the First Mortgagees (based upon one vote for each mortgage owned):

- (1) voting;
- (2) reserves for maintenance of the Property;
- (3) insurance or fidelity bonds;
- (4) rights to use of the Common Open Areas;
- (5) responsibility for maintenance of the Common Open Areas;
- (6) addition to or withdrawal of a portion of Common Open Areas;

- (7) sale of Common Open Areas to permit subdivision into Lots or Commercial Units;
- (8) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Lot or Commercial Unit; and
- (9) any provisions which are for the express benefit of First Mortgagees, or eligible insurers or guarantors of first mortgages on Lots or Commercial Units.

All amendments shall be recorded in the Official Public Records of Real Property of Harris County, Texas.

Deeds of conveyance of Lots or Commercial Units or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

(b) The Declarant reserves the right during the Development Period, without joinder or consent of any Owner or mortgagee, to amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, or Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Owner, except as otherwise provided herein.

**Section 4. Books and Records.** The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and 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.

**Section 5. Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

**Section 6. Good Faith Lender's Clause.** Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot or Commercial Unit, which liens may be enforced in due course, subject to the terms of this Declaration.

**Section 7. Mergers.** Upon a merger or consolidation of the Association with another association as provided by its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer the covenants, conditions and restrictions contained in this Declaration, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 8. Annexation.

(a) Additional land or lands may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members, and the approval of the owner(s) of the land to be annexed.

(b) Notwithstanding anything contained in Subparagraph (a) above, or any other provision herein, Declarant shall have the right, without the consent of any other Owners or any First Mortgagee, to bring within the scheme of the Declaration, in one (1) or more future stages, sections or additions, those additional lands or portions thereof as described in Exhibit "A" attached hereto, made a part hereof and incorporated herein for all purposes, within ten (10) years of the date of recording of this instrument. Further, any land annexed to the Property and subject to this Declaration may be acquired (by gift, purchase, or otherwise) and/or designated as Common Open Areas by the Association without the consent of any Owners or any First Mortgagee. Nothing in this Declaration shall be construed to represent that Declarant, or its successors or assigns, are under any obligation to add or annex additional lands to those subject to this Declaration.

(c) Any such additions shall be developed in a manner similar to the development of the Property in accordance with a general plan of development under which the architectural standards prevailing within the Property will be continued in such annexed lands, the dwellings or commercial structures to be constructed on Lots or Commercial Units within such annexed lands will be similar to the residential dwelling or commercial structures constructed on the Property, and the Lots or Commercial Units within the annexed lands will become subject to assessment in the same manner as then prevailing for the Property. All the provisions of this Declaration shall apply to the lands being annexed with the same force and effect as if said lands were originally included in the Property subject to this Declaration.

(d) The additions authorized under this Section shall be made by filing of record: (a) Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional lands which shall (i) extend the scheme of the covenants and restrictions of this Declaration to such lands and (ii) provide, if applicable, that the proportionate ownership interests in the Common Open Areas of the Owners by virtue of Association membership immediately prior to the filing of such Supplementary Declaration shall be equal to the number of Lots and Commercial Units owned by such Owner divided by the total number of Lots and Commercial Units within the lands then subject to this Declaration after such annexation; and (b) a deed from Declarant to the Association which shall convey to the Association all of the area within such additions (except for the Lots or Commercial Units therein) as Common Open Areas for the benefit and use of the Owners, with reservation of Declarant's rights set forth herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of August, A.D. 1992.

FRIENDSWOOD DEVELOPMENT COMPANY

*[Handwritten signature]*  
LAW  
M.D.

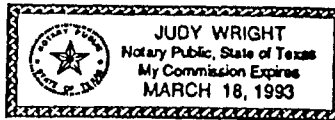
By: J. C. McKinney  
J. C. McKinney, Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument is acknowledged before me on 8/03/92 by Jack C. McKinney, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation on behalf of said corporation.

Judy Wright  
Notary Public, State of Texas



LKD:jw  
L0065

RETURN TO:  
Friendswood Development Company  
John Hammond  
P. O. Box 2567  
Houston, Texas 77252-2567

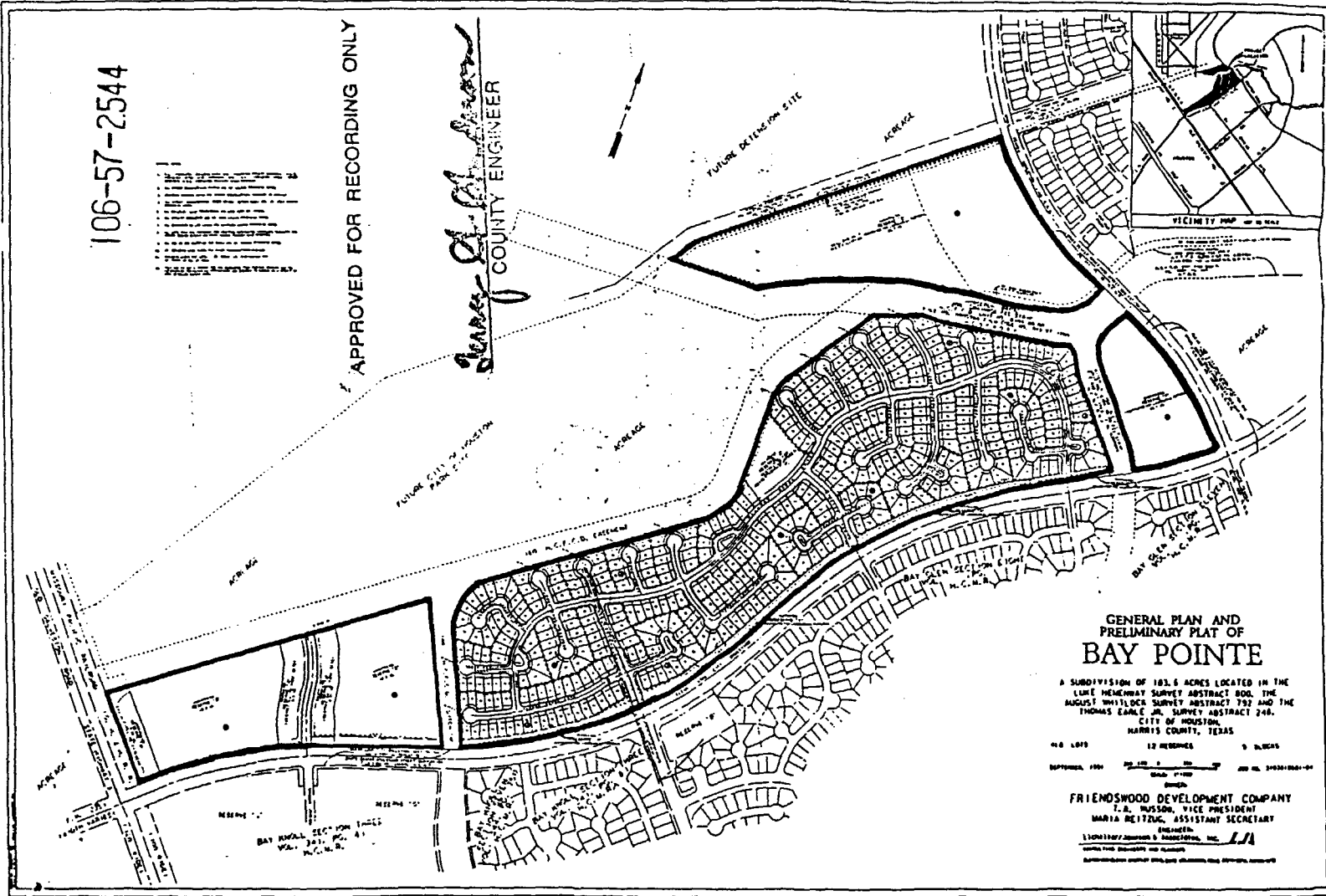
EXHIBIT "A"

106-57-2544

1. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION, WHICH IS FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, UNDER INSTRUMENT NO. 106-57-2544.  
 2. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION, WHICH IS FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, UNDER INSTRUMENT NO. 106-57-2544.  
 3. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION, WHICH IS FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, UNDER INSTRUMENT NO. 106-57-2544.  
 4. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION, WHICH IS FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, UNDER INSTRUMENT NO. 106-57-2544.  
 5. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION, WHICH IS FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, UNDER INSTRUMENT NO. 106-57-2544.  
 6. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION, WHICH IS FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, UNDER INSTRUMENT NO. 106-57-2544.  
 7. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION, WHICH IS FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, UNDER INSTRUMENT NO. 106-57-2544.  
 8. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION, WHICH IS FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, UNDER INSTRUMENT NO. 106-57-2544.  
 9. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION, WHICH IS FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, UNDER INSTRUMENT NO. 106-57-2544.  
 10. THE LOTS AND BLOCKS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION, WHICH IS FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, UNDER INSTRUMENT NO. 106-57-2544.

APPROVED FOR RECORDING ONLY

*James A. M. Mason*  
 COUNTY ENGINEER



GENERAL PLAN AND PRELIMINARY PLAT OF BAY POINTE

A SUBDIVISION OF 183.6 ACRES LOCATED IN THE  
 LIME HENSHAW SURVEY ABSTRACT 800, THE  
 AUGUST WHILLDER SURVEY ABSTRACT 792 AND THE  
 THOMAS EARLE JR. SURVEY ABSTRACT 248,  
 CITY OF HOUSTON,  
 HARRIS COUNTY, TEXAS

11.6 LOTS      12 RESIDUES      5 BLOCKS  
 SEPTEMBER, 1990      SHEET 1 OF 10      DRAWN BY: J. A. MASON

FRIENDSWOOD DEVELOPMENT COMPANY  
 J. A. MASON, VICE PRESIDENT  
 MARIA BEITZEL, ASSISTANT SECRETARY  
 ENGINEER:  
 JOHN H. MASON & ASSOCIATES, INC.

RECORDER'S MEMORANDUM  
 AT THE TIME OF RECORDATION THIS  
 INSTRUMENT WAS FOUND TO BE IMMEDIATE

**AMENDMENT OF DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BAY POINTE, SECTION THREE  
A SUBDIVISION IN HARRIS COUNTY TEXAS**

10/05/92 00102796 N892232 \$ 45.00

THIS AMENDMENT is made on the date hereinafter set forth by FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, hereinafter referred to as "Declarant";

**WITNESSETH:**

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Bay Pointe, Section Three (3), a subdivision in Harris County, Texas (the "Original Declaration") was filed under Clerk's File No. N801563, Film Code No. 106-57-2523, of the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, pursuant to Article XI, Section 3 of the Original Declaration, the Original Declaration may be amended during the first twenty-five year period by an instrument signed by a sufficient number of the owners representing not less than two-thirds (2/3) of the votes in the Association;

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L

WHEREAS, it is the desire of Friendswood Development Company, the Declarant under the Original Declaration, to amend the Original Declaration for Bay Pointe, Section Three (3), a subdivision of Harris County, Texas to provide for residential townhouse development; and

*[Handwritten signature]*

WHEREAS, Declarant is the sole owner of certain property in Houston, Harris County, State of Texas, that has been platted and subdivided into a subdivision known as Bay Pointe, Section Three according to the plat thereof recorded in File No. N696728, Film Code FC352150 of the Official Public Records of Harris County, Texas and there are no First Mortgagees as defined in Article X, Section 1 of the Original Declaration;

NOW; THEREFORE, Declarant has amended the Original Declaration to provide for residential townhouse development and the Original Declaration as amended is set forth in its entirety below:

Declarant desires to develop certain land, being all of Bay Pointe, Section Three, as a residential and commercial subdivision and subject it to this declaration and to provide and adopt a uniform plan of development, including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control, and preserve the values and amenities of this land for the development, improvement, sale, use, and enjoyment of the Property as a residential and commercial subdivision for the benefit of this land and each owner of any part of this land. The land subject to this Declaration is referred to as the "Property."

The Property shall include the following Lots and Reserves:

**LOTS**

- Block 1, Lots 1-12
- Block 2, Lots 1-16
- Block 3, Lots 1-65
- Block 4, Lots 1-27

*[Handwritten signature]*  
DORIS Y. ILLIUM  
HARRIS COUNTY, TEXAS

92 OCT -5 PM 3:05

FILED

*[Handwritten mark]*

**RESERVES**

Restricted Landscape Reserve A (0.381 Acres)  
 Restricted Landscape Reserve B (1.256 Acres)  
 Restricted Reserve C (2.651 Acres)

All Reserves and Unrestricted Reserves presently subject to this Declaration or subsequently subjected to this Declaration are, however, specifically excepted from Article IX, Restrictions of Use.

It has been deemed desirable, for the efficient preservation of values and amenities in the Property, to create an Association to which shall be delegated and assigned the powers of administering and enforcing the provisions of this Declaration including levying, collecting, and disbursing the assessments.

To exercise these functions, the Bay Pointe Community Association, Inc., a non-profit corporation created under the laws of the State of Texas, has been incorporated. The directors of the Association have established By-Laws by which the Association shall be governed.

Declarant declares that the Property shall be developed, improved, sold, used, and enjoyed in accordance with and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions of this Declaration, all of which are adopted for and placed upon the Property; shall run with the Property and be binding on all parties who now or hereafter have or claim any right, title, or interest in the Property or any part of the Property, and on the heirs, executors, administrators, successors, and assigns of such parties, regardless of the source of or the manner in which any such right, title, or interest is or may be acquired; and shall inure to the benefit of each owner of any part of the Property.

**ARTICLE I  
 DEFINITIONS**

Section 1. "Association" shall mean and refer to Bay Pointe Community Association, Inc., a non-profit corporation incorporated under the laws of the State of Texas, and its successors and assigns.

Section 2 "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Builder" shall mean and refer to a department of Declarant or any other entity to which Declarant conveys Lots, Parcels, or Commercial Units for the purpose of constructing homes or other permitted structures thereon.

Section 4 "Commercial Unit" and "Commercial Units" shall include all land areas and reserves other than Lots and Common Open Areas and any additional land areas and reserves other than Lots and Common Open Areas that may thereafter be brought within jurisdiction of the Association. Each Commercial Unit shall contain 10,000 square feet of commercial land and shall be the equivalent of one Lot or proportional fraction thereof for purposes of membership, voting rights and assessment in and by the Association.

Section 5. "Common Open Area" and "Common Open Areas" shall mean all real property owned by the Association for exclusive common use and enjoyment of the Owners, members of their families and guests.

**Section 6.** "Conveyance" shall mean and refer to conveyance of a fee simple title to the surface estate of a Lot, Parcel or Commercial Unit from one Owner to another.

**Section 7.** "Lot" and "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Property upon which there has been or will be constructed a single-family residence.

**Section 8.** "Parcel" shall mean and refer to any residential townhouse on land situated within the Properties and which land is made subject to residential townhouse use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

**Section 9.** "Declarant" shall mean and refer to Friendswood Development Company, an Arizona Corporation, and its successors and assigns.

**Section 10.** "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any Amendments hereto applicable to the Property recorded in the Office of the County Clerk, Harris County, Texas.

**Section 11.** "Development Period" shall mean and refer to that period of time in which Declarant is the Owner of any Lot, Parcel, or Commercial Unit.

**Section 12.** "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

**Section 13.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the surface estate in any Lot, Parcel, or Commercial Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 14.** "Property" shall mean and refer to Bay Pointe, Section Three, a subdivision in Harris County, Texas, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 15.** "Transfer" shall mean and refer to the transfer of the surface estate of a Lot, Parcel, or Commercial Unit from one legal entity to any department thereof or to another legal entity whether or not the owner of record changes.

## ARTICLE II

### RESERVATIONS, EXCEPTIONS, DEDICATIONS AND CONDEMNATION

**Section 1. Incorporation of Plat.** The subdivision plat of Bay Pointe, Section Three, dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such subdivision plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Property. All dedications, limitations, restrictions and reservations shown on the subdivision plat, to the extent they apply to the Property, are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed and conveyance executed or to be executed by or on behalf of Declarant, conveying each Lot, Parcel, or Commercial Unit within the Property.

**Section 2. Reservation of Minerals.** The Property, and any future land made subject to this Declaration, are hereby subjected to the following reservation and exception: All oil, gas and other minerals in, on and under the hereinabove described Property are hereby excepted or reserved by predecessor or predecessors in title of Declarant and which exception is made in favor of present

owner or owners or owners of such minerals as their interests may appear of record.

**Section 3. Condemnation.** If all or any part of the Common Open Area is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees (as defined in Article X hereof) known to the Association to have an interest in any Lot, Parcel, or Commercial Unit. The expense of participation in such proceedings by the Association shall be borne by the Association and paid for out of assessments collected pursuant to Article V hereof. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings.

All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as follows. If an action in eminent domain is brought to condemn a portion of the Common Open Areas, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such portion of the property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the Association. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible, the Common Open Areas so taken or damaged. In the event it is determined that such Common Open Areas should be replaced or restored by obtaining other land, this Declaration shall be duly amended by instrument executed by the Association on behalf of the Owners. If it is determined that the Common Open Area should not be replaced, the Association shall pay the funds received as damages to the account of each Owner and First Mortgagee, if any, as their interests may appear.

### ARTICLE III PROPERTY RIGHTS

**Section 1. Owner's Easements of Enjoyment.** Every Lot, Parcel, and Commercial Unit Owner who resides on the Property shall have a right to an easement of enjoyment in and to the Common Open Areas which shall be appurtenant to and shall pass with the title to every Lot, Parcel or Commercial Unit, subject to the following provisions:

- (a) the right of the Association to grant or dedicate easements in, on, under or above the Common Open Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property of any part thereof;
- (b) the right of the Association to prevent an Owner from planting, placing, fixing, installing or constructing any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any personal property on the Common Open Areas or any part thereof without the prior written consent of the Association. The Association shall have the right to remove anything placed on the Common Open Areas in violation of the provisions of the subsection and to assess the cost of such removal against the Owner responsible;

(c) the right of Declarant (and its sales agents and representatives) to the nonexclusive use of the Common Open Areas and the facilities thereof, for display and exhibit purposes in connection with the sale of Lots, Parcels, or Commercial Units within the Property, which right Declarant hereby reserves; provided, however, that such use shall not continue for a period of more than ten (10) years after conveyance of the Common Open Areas within the Property to the Association; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise unreasonably restrict the Members in their use and enjoyment of the Common Open Areas;

(d) the right of the Association to limit the number of guests of Owners utilizing the recreational facilities and improvements owned by the Association and provided upon Common Open Areas;

(e) 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 facilities owned by the Association; and

(f) the right of the Association to suspend the voting rights of an Owner and the Owner's right to use any recreational facility of the Association during the period the Owner is in default in excess of thirty (30) days in the payment or any maintenance charge assessment against a Lot, Parcel, or Commercial Unit and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have by virtue of this Declaration or its By-Laws or at law or in equity on account of any such default or infraction.

Section 2. Delegation of Use. Owners subject to an easement of enjoyment in and to the Common Open Areas may delegate, in accordance with the By-Laws, their right to or enjoyment of the Common Open Areas to members of their families, tenants or contract purchasers who reside in Owner's residential dwelling or commercial structure.

Section 3. Waiver of Use. No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release a Lot, Parcel, or Commercial Unit owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Open Areas thereon or by abandonment of Owner's Lot, Parcel, or Commercial Unit.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each person or entity who is a record Owner of any of the Property which is 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.

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

Class A. Class A members shall be all Owners with the exception of the Declarant (except as hereinafter provided) and shall be entitled to one vote for each Lot, Parcel, or Commercial Unit owned. When more than one person holds an interest in any Lot, Parcel, or Commercial Unit, all such persons shall be

members. The vote of such Lot, Parcel, or Commercial Unit shall be exercised as the persons among themselves determine, but in no event shall more than one vote be cast with respect to each Lot, Parcel, or Commercial Unit owned.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot, Parcel, or Commercial Unit owned. Class B membership shall cease and be converted to Class A membership on the earlier of the following dates:

- (a) the date on which the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
- (b) January 1, 2000.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot, Parcel, or Commercial Unit owned within the Property, hereby covenants, and Owner of any Lot, Parcel, or Commercial Unit by acceptance of a deed therefore, 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 which are to be established and collected as hereinafter provided.

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

Section 2. Purposes of Assessment. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, and welfare of the Members of the Association and for the improvement and maintenance of the Common Open Areas including the improvements and landscaping thereon.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot, Parcel, or Commercial Unit to an Owner, the maximum annual assessment shall be \$300.00 per Lot, Parcel or Commercial Unit.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot, Parcel, or Commercial Unit to an Owner, the maximum annual assessment may be increased each year above the maximum assessment for the previous year without a vote of the membership by the percentage change by which the Consumer Price Index for the immediately preceding calendar year exceeds such Index for the calendar year prior thereto or by fifteen percent (15%), whichever is greater. As used herein, the "Consumer Price Index" shall mean the year-end Consumer Price Index for All-Urban consumers, published by the U.S. Department of Labor (or a generally accepted replacement should such Index no longer be published).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot, Parcel, or Commercial Unit to an Owner the maximum annual assessment may be increased above the rates specified in this Section 3, Paragraph (a) by a vote of two-thirds (2/3) of each class of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose.

**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 for necessary purposes of the Association, such as the construction, reconstruction, repair or replacement of a capital improvement in the Common Open Areas, including fixtures and personal property related thereto, or for counsel fees or the fees of other retained experts provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose.

**Section 5. Rate of Assessment.** All Lots, Parcels, and Commercial Units within the property shall commence to bear their applicable assessments simultaneously, and improved Lots, Parcels, and Commercial Units owned by the Declarant are not exempt from assessment. Lots, Parcels or Commercial Units which are owned by or transferred to a Builder or which are occupied by residents and improved Lots, Parcels, or Commercial Units owned by Declarant shall each be subject to an annual assessment as determined by the Board of Directors pursuant to the terms of this Declaration. Unimproved Lots, Parcels, or Commercial Units which are owned by Declarant shall be assessed at the rate of one-fourth (1/4) of the annual assessment; however, said assessment shall be made only in the event and then only to the extent that assessments from Lots, Parcels, or Commercial Units owned by other than Declarant are not sufficient to meet the operating budget of the Association. As used herein, the term "improved Lot," "Improved Parcel," or "improved Commercial Unit" shall mean a Lot, Parcel, or Commercial Unit on which a residential dwelling or commercial structure has been constructed and is ready for occupancy as evidenced by the issuance of a Certificate of Occupancy by the City of Houston, Texas. A Lot, Parcel, or Commercial Unit assessment shall be assessed against a builder, instead of Declarant when a Lot, Parcel, or Commercial Unit is made available for improvement by said Builder and there is written confirmation, reservation, or conveyance of said Lot, Parcel, or Commercial Unit by Declarant in favor of Builder. As used in this Section 5, the term "Declarant" shall be construed to mean only Friendswood Development Company, and its successors and assigns, acting in their capacity as land developers; and a Lot, Parcel, or Commercial Unit owned, reserved, or held by a home building division or any commercial construction division of Declarant shall be subject to full assessment as provided herein.

**Section 6. Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Lots, Parcels or Commercial Units on the first day of the month following the conveyance of a Lot, Parcel or Commercial Unit to an Owner or a transfer of any Lot, Parcel, or Commercial Unit owned by Declarant to a Builder. 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, Parcel, or Commercial Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each 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 or not the assessments on a specified Lot, Parcel, or Commercial Unit 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 lesser of the maximum lawful rate or twelve percent (12%) 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 Lot, Parcel, or Commercial Unit.

**Section 8. Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot, Parcel, or Commercial Unit shall not affect the assessment lien. However, the sale or transfer of any Lot, Parcel, or Commercial Unit 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. No sale or transfer shall relieve such Lot, Parcel, or Commercial Unit from liability of any assessments which thereafter become due or from the lien thereof.

**Section 9. Exempt Properties.** Any portion of the Property dedicated to and accepted by a local public authority, or 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 residential dwelling or commercial use shall be exempt from said assessments.

## ARTICLE VI ARCHITECTURAL CONTROL

**Section 1. Architectural Approval.** The Property is a part of a greater community development commonly known as Clear Lake City. The overall plan for the development of the various areas and sections which make up Clear Lake City contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole while at the same time permitting compatible distinctiveness of individual developments within the area. For this purpose, Declarant hereby reserves and retains the right of architectural control to itself or its assignee as hereinafter provided. Declarant shall initially appoint an Architectural Review Committee, consisting of not less than three (3) members, who need not be members of the Association, and who by majority vote may designate a representative to act for them. Any vacancy shall be filled by a successor appointed by Declarant; until such successor(s) shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted to or designate a representative with like authority. Declarant retains the exclusive right to review and approve or disapprove all plans and specifications for original construction of the Property.

It is accordingly covenanted and agreed that no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alternation to such structure or the color thereof (including, without limitation, site landscaping visible from any part of the Property and grading plans, patio covers and trellises, plans for off-street parking of vehicles and utility layout), be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans and specifications shall be submitted in writing over the signature of the Owner of the Lot, Parcel, or Commercial Unit or the Owner's authorized

agent. The Architectural Review Committee shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than in accordance with the approved plans. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity. Approval of plans as complying with the applicable Minimum Construction Standards adopted and promulgated from time to time for the Property by Declarant, or its assigns, shall be only for such purposes and shall not serve as approval for any other purpose.

Declarant hereby reserves and retains the right at its option to assign in whole or in part, its rights hereinabove set forth to an Architectural Review Committee appointed by the Association. In the event Declarant elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing and acknowledged by the proper officers of Declarant and placed of record in the appropriate records of the County Clerk of Harris County, Texas.

**Section 2. No Liability.** Neither Declarant, the Association, its Board of Directors, nor the Architectural Review Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot, Parcel, or Commercial Unit affected by these restrictions by reason of mistake in judgment, negligence, or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees, that no action or suit for damage will be brought against Declarant, the Association, its Board of Directors, the Architectural Review Committee, or any of the members thereof.

**Section 3. Notice of Noncompliance.** Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article VI unless actual notice of such noncompliance or noncompletion, executed by the Architectural Review Committee, or its designated representative, shall appear of record in the office of the County Clerk and Recorder of Harris County, Texas, or unless legal proceedings shall have been instituted to enforce compliance or completion.

**Section 4. Rules and Regulations.** The Architectural Review Committee may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VI.

**Section 5. Variances.** The Architectural Review Committee may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such Committee pursuant to this Article VI, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property.

## ARTICLE VII DUTIES AND MANAGEMENT OF THE ASSOCIATION

**Section 1. Duties and Powers.** In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain and otherwise manage all Common Open Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.
- (b) Pay any real and personal property taxes and other charges assessed against the Common Open Areas.
- (c) Have the authority to obtain, for the benefit of all of the Common Open Areas, all water, gas and electric services and refuse collection.
- (d) Grant easements where necessary for utilities and sewer facilities over the Common Open Areas to serve the Common Open Areas and the Property in general.
- (e) Maintain such policy or policies of insurance as the Board of Directors of the Association may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.
- (f) Have the authority to contract with a management company for the performance of maintenance and repair and for conducting other activities on behalf of the Association provided that such contract shall be limited to a duration of one (1) year, except with the approval of a majority of the Members entitled to vote. Any such management agreement shall provide that it will be terminable by the Association without a termination fee for cause upon thirty (30) days' written notice or without cause by either party upon ninety (90) days' written notice.
- (g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.
- (h) Have a duty to landscape and maintain the landscaping upon the Common Open Areas and the duty to maintain the perimeter walls or fences located at entrances to the Property, Common Open Areas, greenbelt buffers, parks and fencing and walls located on portions of Lots, Parcels, or Commercial Units described herein:

Common boundary line between Restricted Reserve "A" and Lots 14, 15, 16, Block 2.

Common boundary line between Restricted Reserve "B" and Lots 1-5, Block 3; Lots 44-54, Block 3.

Common boundary line between Restricted Reserve "C" and Lots 7-12, Block 1, and Lot 1, Block 4.

**ARTICLE VIII  
UTILITY BILLS, TAXES AND INSURANCE**

**Section 1. Obligations of Owners.**

- (a) Each Owner shall have separate electric, gas and water meters and shall directly pay for all electricity, gas, water, sanitary sewer service, telephone service, security systems, cable television and other utilities used or consumed by Owner.
- (b) Each Owner may directly render for taxation Owner's Lot, Parcel, or Commercial Unit and improvements thereon, and shall at Owner's own cost and expense directly pay all taxes levied or assessed against or upon Owner's Lot, Parcel, or Commercial Unit.

**Section 2. Obligation of the Association.**

- (a) The Association shall pay, as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Open Areas or any part thereof.
- (b) The Association may render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Open Areas and the improvements and the property appertaining thereto.
- (c) The Association shall have authority to obtain and continue in effect, as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Open Areas and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such amounts as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Open Areas.
- (d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid as a common expense of all Owners and shall be paid out of the assessments.

**ARTICLE IX  
RESTRICTIONS OF USE**

**Section 1. Single Family Residential Construction.** Subject to Sections 2 and 11 of this Article, each Lot or Parcel shall be used only for single-family residence purposes. No building shall be erected, altered or permitted to remain on any Lot other than one single-family detached 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 in this Declaration or that may appear on any recorded plat or replat approved by Declarant or its assignee. No building shall be erected, altered or permitted to remain on any Parcel other than one single-family townhouse dwelling not to exceed three (3) stories in height, and a private garage for not more than three (3) cars.

**Section 2. Prohibition of Offensive or Commercial Use.** No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of each Owner of such Owner's Lot, or Parcel, or which shall degrade property values or distract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done in any driveway or adjoining street. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Notwithstanding the above, Declarant, its successors or assigns, or Builders may use the Property for model homes display and sales offices during the Development Period, during construction or until all new homes on the Property have been sold.

**Section 3. Minimum Square Footage.** The living area of the main residential structure for Lots, exclusive of porches, garage and servant's quarters,

shall not be less than 1,100 square feet. The living area for Parcels, exclusive of porches, garage and servant's quarters shall not be less than 900 square feet. Declarant shall have the right to modify these minimum square footage requirements for any additional land annexed into the Association and made subject to this Declaration.

**Section 4. Building Materials.** The predominant exterior materials of the main residential structure and the garage, whether attached or detached, shall be masonry, stucco, stone or wood. No single-family construction, private garage, townhouse, or any other structure located on the Property shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from any portion of the Property. Heating and cooling devices may be used in windows or other openings of any structure used by Declarant or a Builder during the completion and sale of all construction of this subdivision.

**Section 5. Location of Improvements Upon the Lots.** No building shall be located on any Lot nearer to the front line nor nearer to the side street line than the minimum building setback lines shown on the recorded plats. No building or other improvements on a Lot shall be located nearer than five (5) feet to an interior lot line, except that a garage located sixty (60) feet or more from the front lot line may be a distance of three (3) feet from an interior lot line. Declarant shall have the right to modify these setback criteria for any additional land annexed into the Association and made subject to this Declaration, and Declarant shall establish building setback criteria for townhomes or uses other than single-family residential on a case-by-case basis.

**Section 6. Deviations** Declarant at its sole discretion, is hereby permitted to approve deviations in these restrictions on building area, location of improvements on the Lots and building materials in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions.

**Section 7. Composite Building Sites.** Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which event 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 on the recorded plat of Bay Pointe, Section Three. Any revision of lot sizes is subject to all applicable regulations and laws for the State of Texas and the City of Houston.

**Section 8. Utility Easement** Easements for installation and maintenance of utilities are reserved as shown on the recorded plat, and no structure shall be erected on any of such easements. Neither Declarant 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 contractors to shrubbery, trees, flowers or improvements located on the land covered by such easements.

**Section 9. Electrical Distribution Service.** An electric distribution system will be installed in the Property, in a service area that will embrace all of the lots which are platted in the Property. In the event that there are constructed within the Property structures containing multiple dwelling units such as townhouses, duplexes, or apartments, then the underground service area shall embrace all of the dwelling units involved. The Owner of each lot containing a single dwelling unit, or in the case of multiple dwelling unit structure, the Owner or developer, shall, at its 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 at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, the 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.

Declarant has either by designation on the plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner and developer thereof, shall at its 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 each dwelling unit involved. For so long as this service is maintained in the Property, the electric service to each dwelling unit 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 electric distribution system in the Property at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the lots are being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designated to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), built for sale or rent, and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former reserve undertakes some action which would invoke a per front lot foot payment if such action had been undertaken in the Property, such Owner of applicant for service shall pay the electric company \$1.75 per front lot foot, unless the electric company has previously been paid for service to the reserve(s). The provisions of the two preceding paragraphs do not apply to any future nonresidential development in the reserve(s).

Easements for the underground service may be crossed by driveways and walkways provided the Lot Owner makes prior arrangements with the utility company furnishing any utility service occupying the easement and provides and installs the necessary conduit of approved type and size under such driveway or walkways prior to construction thereof.

Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither Declarant 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 Lot Owner located on the land covered by such easements.

Section 10. Audio and Video Communication Service. In the event that audio and video communication services and facilities are made available to any Lot or Parcel, by means of an underground coaxial cable system, there is hereby reserved to the company furnishing such services and facilities a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by the company furnishing the service from and at a right angle to the utility easement nearest to the point of connection on the permanent improvement of structure constructed, or to be constructed, upon the Lot, or Parcel, and in a direct line from the nearest utility easement to the point of connection.

Section 11. Temporary Structures and Out Buildings. No structures of temporary character, nor any recreational vehicle, mobile home, trailer, basement, tent, shack, garage, barn, playhouse or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any Lot, or Parcel, at any time as a residence. Outbuildings or structures, whether temporary or permanent, used for accessory, playhouse, storage or other purposes shall be limited to eight feet in height and one hundred (100) square feet in area and must be approved in accordance with Article VI, Section 1 of this Declaration. Temporary structures may be used as sales offices or as construction offices and for other related purposes by Declarant or Builders during the construction and sales period. Such structures shall be inconspicuous and slightly and shall be removed at completion and sale of all construction of this subdivision.

Section 12. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Parcel, 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 result in an annoyance or are obnoxious to residents in the vicinity. Animals are not permitted to roam the Property and must be controlled on a leash if they are not on a Lot or Parcel.

Section 13. Walls, Fences and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant or the Architectural Review Committee.

No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected or maintained on a side lot line beyond a point located three (3) feet back from the front exterior wall of the main residential structure located on a Lot. For the purpose of this provision the front wall of the main residential structure excludes bay or box windows, chimney structures or any other similar appendage.

No wall, fence, or hedge in excess of six (6) feet in height shall be erected or maintained on a side lot line from a point located three (3) feet back from the front exterior wall of the main residential structure, backward to the rear property line on a Lot. No rear fence, wall or hedge shall be more than six (6) feet high.

On corner lots, fences shall not be erected or maintained closer to the side lot line than the side building line setback shown on the plat for Bay Pointe, Section Three recorded in File No. N696728, Film Code FC352150 of the Official Public Records of Harris County, Texas.

Perimeter fencing on all Lots or Parcels, shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent with this Declaration and architectural standards established by Declarant or the Architectural Review Committee.

Fences of wire or chain link construction are prohibited, and the design and materials of all fences shall be approved by the Architectural Review Committee

prior to construction pursuant to the approval requirements of Article VI, Section 1, of this Declaration.

**Section 14. Antennae.** Subject to Section 10 of this Article, no electronic, radio, television or any other type of antenna for receiving or transmitting visual or sound communications or any electronic antennae of any kind shall be constructed, erected, placed or permitted to remain on any Lot, Parcel, or any residential dwelling or outbuilding or any other structure thereon unless it is located at the rear of the residential dwelling or to the rear of the roof line, gable or center line of the residential dwelling so as to be completely hidden from sight when viewed from either the fronting or sidings street on corner lots. No electronic, radio, television or any other type of antenna for receiving or transmitting visual or sound communications shall be constructed, erected, placed or permitted to remain on the Bay Pointe, Section Three lots listed below unless such antenna is located within the interior of the residential dwelling or is erected, placed or mounted in such a manner that from a street, adjacent lot or from any other portion of the Property no portion is visible from a height of six (6) feet or less.

<u>Lots</u>	<u>Block</u>	<u>Section</u>
1, 12	1	Three
5, 9, 14, 15, 16	2	Three
1-5, 12, 16, 32, 33	3	Three
44-54, 59	3	Three
9, 10, 18, 19, 27	4	Three

No electronic radio or television dish or any other type of receiving or transmitting dish or any other similar equipment is permitted on any Lot, or Parcel, unless it is erected, placed or mounted in such a manner that from a street, adjacent lot or from any other portion of the Property, no portion is visible from a height of six (6) feet or less.

**Section 15. Visual Screening.** All clothesline, equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects such as equipment repair and construction projects shall be screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, parks and public areas. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the lots and not allowed to accumulate thereon.

**Section 16. 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 17. Lot and Parcel Maintenance.** All Lots and Parcels, shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupant of all Lots and Parcels shall keep all weeds and grass thereon cut and neatly maintained and shall in no event use any Lot or Parcel for storage of material and equipment except for normal residential purposes 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.

**Section 18. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment.** No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, 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, front yard area or on driveways. Permanent or semi-permanent storage of such vehicles or items must be completely screened from public view either within the garage or behind a solid fence. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for forty-eight (48) or more consecutive hours. No eighteen-wheel vehicles and other similar large van or flat-bed type vehicles may be parked on any public street right-of-way, front yard area or on driveways except to deliver merchandise or other materials to residents or construction sites.

**Section 19. Signs, Advertisements and Billboards.** No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of a Lot, Parcel or Common Open Area except for one sign for each Lot or Parcel of not more than twenty-eight (28) inches by thirty-eight (38) inches solely advertising the Lot or Parcel for sale or rent, and except signs used by Declarant or a Builder to advertise the Lot during the construction and sales period. The Declarant and the Association shall have the right to remove any signs, advertisements or billboard or structure which is placed on said Lot, Parcel, or Common Open Area, in violation of this section 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 20. Removal of Soil and Trees.** The digging of soil or the removal of soil from any Lot or Parcel is expressly prohibited except as necessary in conjunction with the landscaping of or construction on said Lot or Parcel. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees and then only following the obtaining of written approval for such cutting by Declarant or the Association, given in their sole discretion.

**Section 21 Sidewalks.** Before a dwelling is completed or occupied, the Lot Builder shall construct a concrete sidewalk in the public street right-of-way, four (4) feet in width parallel to the street curb generally 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. Placement of sidewalks in public rights-of-way around their terminus of cul-de-sac streets shall follow the pattern of the incoming sidewalk (as proposed or built) on adjacent lots. Generally, the sidewalk shall be placed two feet from the front lot line toward the street. The intent of this guide is to insure a continuous walk around the terminus. Owners of corner lots shall install such a sidewalk parallel to the front lot line and the side lot line. The Declarant, or its assignee, at its sole discretion, is hereby permitted to grant deviations as to geometric sidewalk placement or construction materials. Said deviations shall automatically amend these restrictions with respect to the lot(s) involved.

**Section 22. Roofing Material.** Roofing materials may include composition shingles having a minimum warranty period of 25 years. Composition shingle roofs shall be comparable in color to weathered wood shingles and comparable in surface textural appearance to wood shingles. Colors for slate, clay or concrete tile roofs shall be approved individually by the Declarant or its assignee. Any other type or classification roofing material shall be permitted only at the sole discretion of the Declarant or its assigns upon written request.

**Section 23. Enforcement.** In the event of default on the part of the Owner or occupant of any Lot or Parcel in observing any or all of the requirements herein set forth, such default continuing after ten (10) days' written notice thereof, the Declarant or the Association may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot or Parcel, 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 or Parcel in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot or Parcel for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or the occupation of the Lot or Parcel 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 and continuing contractual lien shall be retained by Declarant at the time of conveyance of each Lot or Parcel in favor of Declarant or the Association, but inferior to a purchase money lien or mortgage. Such vendor's and continuing contractual lien shall be applicable and effective whether mentioned specifically or omitted in each conveyance of a Lot or Parcel by Declarant.

## ARTICLE X

### MORTGAGE PROTECTION; MANAGEMENT AGREEMENTS; RESERVE FUNDS; LEASES

Section 1. Notice to First Mortgagees. Upon written request to the Association at the address of the Association's registered agent filed with the Secretary of State for the State of Texas, all holders of first mortgage liens on Lots, Parcels, and Commercial Units, hereinafter called "First Mortgagees," shall be entitled to:

- (a) inspect the books and records of the Association during normal business hours at a time mutually convenient to Declarant and First Mortgagee;
- (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year;
- (c) receive written notice of all meetings of the Association and designate a representative to attend all such meetings;
- (d) upon request, receive notice of any default in the performance by the First Mortgagee's mortgagor of any obligation under this Declaration, the By-Laws or Articles of Incorporation of the Association which is not cured within sixty (60) days;
- (e) receive notice of any abandonment or termination of the development;
- (f) receive notice of any material amendment to this Declaration, or to the By-Laws or Articles of Incorporation of the Association; and
- (g) receive notice of any decision to terminate professional management and assume self-management.

Section 2. Alienation of Common Open Areas. Except as to the Association's right to grant easements for utilities and similar or related purposes, the Common Open Areas may not be abandoned, partitioned, subdivided, sold, alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of a two-thirds (2/3) majority of all First Mortgagees (based upon one vote for each mortgage held).

Section 3. Changes in Assessment Procedures. Any changes in the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner, other than the procedures described herein, shall be approved by a two-thirds (2/3) majority of the First Mortgagees (based upon one vote for each mortgage held).

Section 4. Mortgagee-Required Approval. Unless all of the First Mortgagees who have notified the Association pursuant to Section 1 of this Article have given their prior written approval, the Association shall not be entitled to:

- (a) fail to maintain fire and extended coverage on insurable improvements in Common Open Areas, if any, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); and
- (b) use hazard insurance proceeds for losses to any improvements in Common Open Areas, if any, for other than the repair, replacement or reconstruction of such improvements.

Section 5. Reimbursement to Mortgagees for Payment of Taxes or Insurance Premiums. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Open Areas and may pay overdue premiums of hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for improvements in the Common Open Areas, if any, and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

Section 6. Insurance on Condemnation Proceeds: Notice. No provision of this Declaration or of the By-Laws or Articles of Incorporation of the Association shall be construed as giving an Owner or other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Open Areas. An institutional holder of a first mortgage shall be entitled to receive timely written notice of substantial damage to or a taking of the Common Open Areas.

Section 7. Management Agreements. Any management agreement will be terminable by the Association without payment of a termination fee with cause upon thirty (30) days written notice. The term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

Section 8. Reserve Fund. Association budgets shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Open Areas that must be replaced on a periodic basis and will be payable in regular installments as part of the common assessment.

Section 9. Leases. Any lease agreement between an Owner and a lessee shall be subject in all respects to the provisions of this Declaration, the By-Laws and Articles of Incorporation of the Association whether or not reference is made to the Declaration, By-Laws and Articles of Incorporation in the lease.

## ARTICLE XI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association and 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. Severability.** Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision, which shall remain in full force and effect.

**Section 3. Duration; Amendment.** The provisions of this Declaration shall run with and bind the Property for a term of twenty-five years from this date, after which time they shall be automatically extended for successive periods of ten years.

Deeds of conveyance of Lots, Parcels or Commercial Units or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

This Declaration may be amended during the first twenty-five year period by an instrument signed by a sufficient number of Owners representing not less than two-thirds (2/3) of the votes in the Association, and thereafter by an instrument signed by a sufficient number of Owners representing not less than fifty percent of the votes. In addition, any amendment hereto (i) to change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, or (ii) to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of Common Open Areas, or (iii) to use hazard insurance proceeds for losses to the improvements in Common Open Areas, if any, for other than the repair, replacement or reconstruction of such improvements shall require the additional approval of two-thirds (2/3) majority of the First Mortgagees (based upon one vote for each mortgage owned).

(a) Any amendment hereto affecting any of the following shall require the additional approval of fifty-one percent (51%) of the First Mortgagees (based upon one vote for each mortgage owned):

- (1) voting;
- (2) reserves for maintenance of the Property;
- (3) insurance or fidelity bonds;
- (4) rights to use of the Common Open Areas;
- (5) responsibility for maintenance of the Common Open Areas;
- (6) addition to or withdrawal of a portion of Common Open Areas;
- (7) sale of Common Open Areas to permit subdivision into Lots, Parcels, or Commercial Units;
- (8) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Lot, Parcel, or Commercial Unit; and
- (9) any provisions which are for the express benefit of First Mortgagees, or eligible insurers or guarantors of first mortgages on Lots, Parcels, or Commercial Units.

All amendments shall be recorded in the Official Public Records of Real Property of Harris County, Texas.

(b) The Declarant reserves the right during the Development Period, without joinder or consent of any Owner or mortgagee, to amend this Declaration or the

By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, or Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Owner, except as otherwise provided herein.

**Section 4. Books and Records.** The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and 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.

**Section 5. Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

**Section 6. Good Faith Lender's Clause.** Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot, Parcel, or Commercial Unit, which liens may be enforced in due course, subject to the terms of this Declaration.

**Section 7. Mergers.** Upon a merger or consolidation of the Association with another association as provided by its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer the covenants, conditions and restrictions contained in this Declaration, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

**Section 8. Annexation.**

(a) Additional land or lands may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members, and the approval of the owner(s) of the land to be annexed.

(b) Notwithstanding anything contained in Subparagraph (a) above, or any other provision herein, Declarant shall have the right, without the consent of any other Owners or any First Mortgagee, to bring within the scheme of the Declaration, in one (1) or more future stages, sections or additions, those additional lands or portions thereof as described in Exhibit "A" attached hereto, made a part hereof and incorporated herein for all purposes, within ten (10) years of the date of recording of this instrument. Further, any land annexed to the Property and subject to this Declaration may be acquired (by gift, purchase, or otherwise) and/or designated as Common Open Areas by the Association without the consent of any Owners or any First Mortgagee. Nothing in this Declaration shall be construed to represent that Declarant, or its successors or assigns, are under any obligation to add or annex additional lands to those subject to this Declaration.

(c) Any such additions shall be developed in a manner similar to the development of the Property in accordance with a general plan of development under which the architectural standards prevailing within the Property will be

continued in such annexed lands, the dwellings or commercial structures to be constructed on Lots, Parcels, or Commercial Units within such annexed lands will be similar to the residential dwelling or commercial structures constructed on the Property, and the Lots, Parcels, or Commercial Units within the annexed lands will become subject to assessment in the same manner as then prevailing for the Property. All the provisions of this Declaration shall apply to the lands being annexed with the same force and effect as if said lands were originally included in the Property subject to this Declaration.

(d) The additions authorized under this Section shall be made by filing of record: (a) Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional lands which shall (i) extend the scheme of the covenants and restrictions of this Declaration to such lands and (ii) provide, if applicable, that the proportionate ownership interests in the Common Open Areas of the Owners by virtue of Association membership immediately prior to the filing of such Supplementary Declaration shall be equal to the number of Lots, Parcels, and Commercial Units owned by such Owner divided by the total number of Lots, Parcels and Commercial Units within the lands then subject to this Declaration after such annexation; and (b) a deed from Declarant to the Association which shall convey to the Association all of the area within such additions (except for the Lots, Parcels, or Commercial Units therein) as Common Open Areas for the benefit and use of the Owners, with reservation of Declarant's rights set forth herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of September, A.D. 1992.

FRIENDSWOOD DEVELOPMENT COMPANY

By: J. C. McKinney  
J. C. McKinney, Vice President

102  
LAW  
MID

RETURN TO:

Friendswood Development Company  
John W. Hammond  
P. O. Box 2567  
Houston, Texas 77252-2567

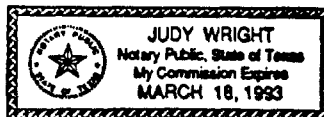
ACKNOWLEDGEMENT

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument is acknowledged before me on 9-29-92 by Jack C. McKinney, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation on behalf of said corporation.

Judy Wright  
Notary Public, State of Texas

JWH:jw  
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*Resty*

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY POINTE, SECTION THREE

*Lee*

STATE OF TEXAS §  
§ KNOWN ALL MEN BY THESE PRESENTS: THAT  
COUNTY OF HARRIS §

10/01/92 00816226 N886493 \$ 5.00

WHEREAS, under date of October 18, 1991, FRIENDSWOOD DEVELOPMENT COMPANY ("Declarant"), together with those other persons whose names were subscribed (the "Subscribers"), executed that certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration") recorded under Clerk's File No. N371852 and Film Code No. 004-52-2291 in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, by terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the Clear Lake City Boulevard Association, Inc. (the "Association");

WHEREAS, Article VI, Section 4(b) of the Declaration allows Declarant, without the consent of any other Owners or any First Mortgagee, the right to bring within the scheme of the Declaration, in one or more future stages, sections or additions, additional lands or portions thereof as described in Exhibit "A" attached to and made a part of said Declaration; provided, said annexation of additional land occurs within ten (10) years of the date of the recording of the Declaration:

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WHEREAS, Declarant, as the sole owner of the land platted as Bay Pointe, Section Three, a subdivision in the City of Houston, Harris County, Texas, according to the plat thereof recorded in File No. N696728, Film Code 352150 of the Map Records of Harris County, Texas, desires that Bay Pointe, Section Three, including Restricted Reserves "A" and "B", also be within the scheme of and made subject to the Declaration and placed within the jurisdiction of the Association;

WHEREAS, Bay Pointe, Section Three, is a subdivision within 32.390 acres of land in the Thomas Earle Jr. 1/3 League, Abstract 248 (19.232 acres), and the August Whitlock Survey, Abstract 792 (13.158 acres), in the City of Houston, Harris County, Texas, and is located entirely within that tract of land described in Exhibit "A" of the Declaration;

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Declarant does hereby declare that:

1. Bay Pointe, Section Three, a subdivision in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. 352150 of the Map Records of Harris County, Texas, set forth on said plat, is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Association in accordance with the terms of the Declaration to the same extent as if Bay Pointe, Section Three, had been named and described in the Declaration.

2. Nothing herein contained is intended or shall be construed to amend the Declaration other than to add and annex Bay Pointe, Section Three, as stated above.

EXECUTED this 15<sup>th</sup> day of October 1992.

FRIENDSWOOD DEVELOPMENT COMPANY

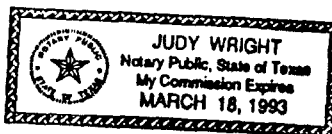
By: Jack C. McKinney  
Jack C. McKinney, Vice President  
LAW  
MJD

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on 10-1-92 by Jack C. McKinney, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Judy Wright  
Notary Public, State of Texas

RETURN TO:  
Friendswood Development Company  
John Hammond  
P. O. Box 2567  
Houston, Texas 77252-2567



P081486

119-55-1358

BAY POINTE COMMUNITY ASSOCIATION  
SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BAY POINTE, SECTION FOUR

02/08/93 00775820 P081486 4 7.00

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

WHEREAS, under date of September 29, 1992, FRIENDSWOOD DEVELOPMENT COMPANY ("Declarant"), as owner of that land platted into that certain subdivision known as Bay Pointe, Section Three, according to the plat thereof recorded in File No. N696728, Film Code 352150 of the Map Records of Harris County, Texas, executed that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded under Clerk's File No. N892232 and Film Code No. 110-60-1377 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the Bay Pointe Community Association, Inc. (the "Association"); and

WHEREAS, Article XI, Section 8(b) of the Declaration allows Declarant, without the consent of any other Owners or any First Mortgagee, the right to bring within the scheme of the Declaration, in one or more future stages, sections or additions, additional lands thereof described in Exhibit "A" attached to the Declaration; provided, said annexation of additional land occurs within ten (10) years of the date of the recording of the Declaration; and

WHEREAS, Declarant, as the sole owner of the land platted as Bay Pointe, Section Four, a subdivision in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Clerk's File No. N970217 and Film Code No. 354113 of the Map Records of Harris County, Texas, and desires that Bay Pointe, Section Four also be within the scheme of and made subject to the Declaration and placed within the jurisdiction of the Association; and

WHEREAS, Bay Pointe, Section Four is located entirely within that tract of land described in Exhibit "A" of the Declaration; and

WHEREAS, this Supplementary Declaration of Covenants, Conditions and Restrictions is made within ten (10) years of the date of the recording of the Declaration, which was recorded on October 5, 1992.

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Declarant does hereby declare that:

1. Bay Pointe, Section Four, according to the plat thereof recorded in Film Code No. 354113 of the Map Records of Harris County, Texas, set forth on said plat, is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Association in accordance with the terms of the Declaration to the same extent as if Bay Pointe, Section Four had been named and described in the Declaration.

2. Article VII, Section 1(h) of the Declaration makes the Association responsible for fence maintenance on certain portions of the land within the jurisdiction of the Association. The Association shall additionally maintain certain fences located within Bay Pointe, Section Four, on the common boundary lines listed below:

Common boundary line between Restricted Reserve "A" and Lots 1 through 7, Block 1.

Common boundary line between Restricted Reserve "B" and Lots 52 through 70, Block 2.

3. Article IX, Section 14 of the Declaration provides that no electronic, radio, television or any type of antenna shall be located on specified lots unless the antenna is located within the interior of the residential dwelling or is erected in such a manner that from a street, adjacent lots, or from any other portion of the Property no portion is visible from a height of six (6) feet or less. Within Bay Pointe, Section Four, no electronic, radio, television or any other type of antenna for receiving or transmitting visual or sound communications shall be constructed, erected, placed or permitted to remain on the lots

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listed below unless such antenna is located within the interior of the residential dwelling or is erected, placed or mounted in such a manner that from a street, adjacent lot, or from any other portion of the Properties, no portion is visible from a height of six (6) feet or less:

<u>Lots</u>	<u>Block</u>
1 - 7, 16 & 21	1
1, 8, 9, 16, 17	2
32, 35, 45, 46	2
52 - 70	2
1, 11, 12, 16	3
17, 28, 29	3

4. Nothing herein contained is intended or shall be construed to amend the Declaration other than to (i) add and annex Bay Pointe, Section Four as stated above, and (ii) to specify terms and provisions of the Declaration which are applicable to specific lots and land within Bay Pointe, Section Four.

EXECUTED this 2<sup>nd</sup> day of February, 1993.

FRIENDSWOOD DEVELOPMENT COMPANY

By Jack C. McKinney  
Jack C. McKinney  
Vice President

LAW

MMD

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §



This instrument was acknowledged before me on February 2, 1993 by Jack C. McKinney, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Kathy L. Berry  
Notary Public

j004



RETURN TO:  
Friendswood Development Company  
John W. Hammond  
P. O. Box 2567  
Houston, Texas 77252-2567

119-55-1360

*Quita Rodden*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

93 FEB -8 PM 1:37

FILED

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

FEB 8 1993



*Quita Rodden*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

P156685

BAY POINTE COMMUNITY ASSOCIATION 124-49-1525

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY POINTE, SECTION FIVE

03/30/93 00202081 P156685 \$ 7.00

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

WHEREAS, under date of September 29, 1992, FRIENDSWOOD DEVELOPMENT COMPANY ("Declarant"), as owner of that land platted into that certain subdivision known as Bay Pointe, Section Three, according to the plat thereof recorded in File No. N896728, Film Code 352150 of the Map Records of Harris County, Texas, executed that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded under Clerk's File No. N892232 and Film Code No. 110-60-1377 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the Bay Pointe Community Association, Inc. (the "Association"); and

WHEREAS, Article XI, Section 8(b) of the Declaration allows Declarant, without the consent of any other Owners or any First Mortgagee, the right to bring within the scheme of the Declaration, in one or more future stages, sections or additions, additional lands thereof described in Exhibit "A" attached to the Declaration; provided, said annexation of additional land occurs within ten (10) years of the date of the recording of the Declaration; and

WHEREAS, Declarant, as the sole owner of the land platted as Bay Pointe, Section Five, a subdivision in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Clerk's File No. P055746 and Film Code No. 355061 of the Map Records of Harris County, Texas, and desires that Bay Pointe, Section Five also be within the scheme of and made subject to the Declaration and placed within the jurisdiction of the Association; and

WHEREAS, Bay Pointe, Section Five is located entirely within that tract of land described in Exhibit "A" of the Declaration; and

WHEREAS, this Supplementary Declaration of Covenants, Conditions and Restrictions is made within ten (10) years of the date of the recording of the Declaration, which was recorded on October 5, 1992.

NOW, THEREFORE, pursuant to the power reserved in the Declaration, Declarant does hereby declare that:

1. Bay Pointe, Section Five, according to the plat thereof recorded in Film Code No. 355061 of the Map Records of Harris County, Texas, set forth on said plat, is hereby added and annexed into the boundaries of the land covered by the Declaration and is hereby subjected to the authority of the Association in accordance with the terms of the Declaration to the same extent as if Bay Pointe, Section Five had been named and described in the Declaration.

2. Article VII, Section 1(h) of the Declaration makes the Association responsible for fence maintenance on certain portions of the land within the jurisdiction of the Association. The Association shall additionally maintain certain fences located within Bay Pointe, Section Five, on the common boundary lines listed below:

Common boundary line between Restricted Reserve "A" and Lots 1 and 2, Block 1.

Common boundary line between Restricted Reserve "B" and Lots 1 through 4, Block 2; Lots 41 through 43, Block 2; and Lots 62, 63, 66, 67, and 68, Block 2.

3. Article IX, Section 14 of the Declaration provides that no electronic, radio, television or any type of antenna shall be located on specified lots unless the antenna is located within the interior of the residential dwelling or is erected in such a manner that from a street, adjacent lots, or from any other portion of the Property no portion is visible from a height of six (6) feet or less. Within Bay Pointe, Section Five, no electronic, radio, television or any other type of antenna for receiving or transmitting visual or sound communications shall be constructed, erected, placed or permitted to remain on the lots

listed below unless such antenna is located within the interior of the residential dwelling or is erected, placed or mounted in such a manner that from a street, adjacent lot, or from any other portion of the Properties, no portion is visible from a height of six (6) feet or less:

<u>Lots</u>	<u>Block</u>
1, 2, 5, 21, 28,	1
29, 43, 44, 57,	1
58, 69	1
1, 2, 3, 4, 19,	2
31, 41, 42, 43,	2
52, 53, 62, 63,	2
66, 67, 68, 80,	2
81, 99	2

4. Nothing herein contained is intended or shall be construed to amend the Declaration other than to (i) add and annex Bay Pointe, Section Five as stated above, and (ii) to specify terms and provisions of the Declaration which are applicable to specific lots and land within Bay Pointe, Section Five.

EXECUTED this 24<sup>th</sup> day of March, 1993.

FRIENDSWOOD DEVELOPMENT COMPANY

LAW M.P.

TRANS [Signature]

ADM [Signature]

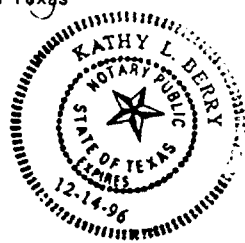
By Jack C. McKinney  
Jack C. McKinney, Vice President

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §



This instrument was acknowledged before me on March 24, 1993 by Jack C. McKinney, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Kathy L. Berry  
Notary Public, State of Texas



j058

RETURN TO:  
Friendswood Development Company  
John W. Hammond  
P. O. Box 2567  
Houston, Texas 77252-2567

*Amended*

**R166970**

**501-93-0219**

**BAY POINTE COMMUNITY ASSOCIATION**

**SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BAY POINTE, SECTION SIX**

*100*

11/25/94 00001543 R166970 \$ 12.00

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

WHEREAS, under date of September 29, 1992, FRIENDSWOOD DEVELOPMENT COMPANY ("Declarant"), as owner of that land platted into that certain subdivision known as Bay Pointe, Section Three, according to the plat thereof recorded in File No. N696728, Film Code No. 352150 of the Map Records of Harris County, Texas, executed that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded under Clerk's File No. N892232 and Film Code No. 110-60-1377 in the Official Public Records of Real Property of Harris County, Texas; and

*12/9*

WHEREAS, by terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the Bay Pointe Community Association, Inc. (the "Association"); and

WHEREAS, Article XI, Section 8(b) of the Declaration allows Declarant, without the consent of any other Owners or any First Mortgagee, the right to bring within the scheme of the Declaration, in one or more future stages, sections or additions, additional lands thereof described in Exhibit "A" attached to the Declaration; provided, said annexation of additional land occurs within ten (10) years of the date of the recording of the Declaration; and

WHEREAS, Declarant and CENTEX REAL ESTATE CORPORATION, a Nevada corporation (hereinafter called the "Owners"), as the sole owners of the land platted as Bay Pointe, Section Six, a subdivision in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Clerk's File No. R154231, Film Code No. 363038 of the Map Records of Harris County, Texas, desire that Bay Pointe, Section Six also be within the scheme of and made subject to the Declaration and placed within the jurisdiction of the Association; and

WHEREAS, Bay Pointe, Section Six is located entirely within that tract of land described in Exhibit "A" of the Declaration; and

WHEREAS, this Supplementary Declaration of Covenants, Conditions and Restrictions is made within ten (10) years of the date of the recording of the Declaration, which was recorded on October 5, 1992.

NOW, THEREFORE, the Owners hereby declare that:

1. Bay Pointe, Section Six, according to the plat thereof recorded in Film Code No. 363038 of the Map Records of Harris County, Texas, set forth on said plat, is added and annexed into the boundaries of the land covered by the Declaration and is subjected to the authority of the Association in accordance with the terms of the Declaration to the same extent as if Bay Pointe, Section Six had been named and described in the Declaration on the effective date set out below.

2. Article VII, Section 1(h) of the Declaration makes the Association responsible for fence maintenance on certain portions of the land within the jurisdiction of the Association. The Association shall additionally maintain certain fences located within Bay Pointe, Section Six, on the common boundary lines listed below:

Common boundary line between Restricted Reserve A and Lots 1 and 2, Block 2.

Common boundary line between Restricted Reserve E and Lots 42 through 60, Block 1.

Common boundary line between Restricted Reserve F and Lot 6, Block 2.

3. Article IX, Section 14 of the Declaration provides that no electronic, radio, television or any type of antenna shall be located on specified lots unless the antenna is located within the interior of the residential dwelling or is erected in such a manner that from a street, adjacent lots or from any other portion of the Property no portion is visible from a height of six (6) feet or less. Within Bay Pointe, Section Six, no electronic, radio, television or any other type of antenna for receiving or transmitting visual or sound communications shall be constructed, erected, placed or permitted to remain on the lots listed below unless such antenna is located within the interior of the residential dwelling or is erected, placed or mounted in such a manner that from a street, adjacent lot or from any other portion of the Properties, no portion is visible from a height of six (6) feet or less:

<u>Lots</u>	<u>Block</u>
48-60	1
1, 2, 6, 10	2
11, 33, 37	1

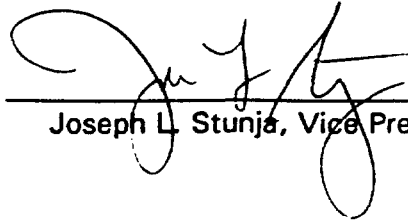
501-93-0221

4. Nothing herein contained is intended or shall be construed to amend the Declaration other than to (i) add and annex Bay Pointe, Section Six, as stated above, and (ii) to specify terms and provisions of the Declaration which are applicable to specific lots and land within Bay Pointe, Section Six.

EXECUTED this 21<sup>st</sup> day of November, 1994, but effective on September 1, 1995.

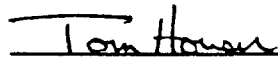
FRIENDSWOOD DEVELOPMENT COMPANY

By

  
\_\_\_\_\_  
Joseph L. Stunja, Vice President

CENTEX REAL ESTATE CORPORATION

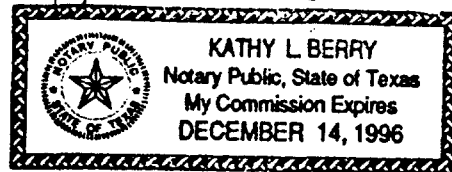
By

  
\_\_\_\_\_  
Tom Houser,  
South Houston Division President

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 21, 1994, by Joseph L. Stunja, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

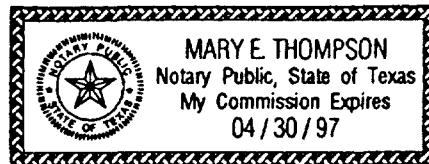
Kathy L Berry  
Notary Public, State of Texas



STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 29, 1994, by Tom Houser, South Houston Division President of CENTEX REAL ESTATE CORPORATION, a Nevada corporation, on behalf of said corporation.

Mary E. Thompson  
Notary Public, State of Texas



J069

RETURN TO:  
Friendswood Development Company  
John W. Hammond  
P. O. Box 2567  
Houston, Texas 77252-2567

*Kesth*  
**R183069**

**502-06-2849**

**BAY POINTE COMMUNITY ASSOCIATION  
SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BAY POINTE, SECTION SEVEN**

*[Handwritten signature]*

12/09/94 00003980 R183069 \$ 10.00

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

WHEREAS, under date of September 29, 1992, FRIENDSWOOD DEVELOPMENT COMPANY ("Declarant"), as owner of that land platted into that certain subdivision known as Bay Pointe, Section Three, according to the plat thereof recorded in File No. N696728, Film Code No. 352150 of the Map Records of Harris County, Texas, executed that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded under Clerk's File No. N892232 and Film Code No. 110-60-1377 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by terms of said Declaration, land subject to the Declaration is placed within the jurisdiction of the Bay Pointe Community Association, Inc. (the "Association"); and

*10*  
WHEREAS, Article XI, Section 8(b) of the Declaration allows Declarant, without the consent of any other Owners or any First Mortgagee, the right to bring within the scheme of the Declaration, in one or more future stages, sections or additions, additional lands thereof described in Exhibit "A" attached to the Declaration; provided, said annexation of additional land occurs within ten (10) years of the date of the recording of the Declaration; and

WHEREAS, Declarant and CENTEX REAL ESTATE CORPORATION, a Nevada corporation (hereinafter called the "Owners"), as the sole owners of the land platted as Bay Pointe, Section Seven, a subdivision in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Clerk's File No. R168882, Film Code No. 363101 of the Map Records of Harris County, Texas, desire that Bay Pointe, Section Seven also be within the scheme of and made subject to the Declaration and placed within the jurisdiction of the Association; and

WHEREAS, Bay Pointe, Section Seven is located entirely within that tract of land described in Exhibit "A" of the Declaration; and

WHEREAS, this Supplementary Declaration of Covenants, Conditions and Restrictions is made within ten (10) years of the date of the recording of the Declaration, which was recorded on October 5, 1992.

NOW, THEREFORE, the Owners hereby declare that:

1. Bay Pointe, Section Seven, according to the plat thereof recorded in Film Code No. 363101 of the Map Records of Harris County, Texas, set forth on said plat, is added and annexed into the boundaries of the land covered by the Declaration and is subjected to the authority of the Association in accordance with the terms of the Declaration to the same extent as if Bay Pointe, Section Seven had been named and described in the Declaration on the effective date set out below.

2. Article VII, Section 1(h) of the Declaration makes the Association responsible for fence maintenance on certain portions of the land within the jurisdiction of the Association. The Association shall additionally maintain certain fences located within Bay Pointe, Section Seven, on the common boundary lines listed below:

Common boundary line between Restricted Reserve A and Lot 84, Block 1.

Common boundary line between Restricted Reserve B and Lot 1 and Lots 5 through 18, Block 1.

3. Article IX, Section 14 of the Declaration provides that no electronic, radio, television or any type of antenna shall be located on specified lots unless the antenna is located within the interior of the residential dwelling or is erected in such a manner that from a street, adjacent lots or from any other portion of the Property no portion is visible from a height of six (6) feet or less. Within Bay Pointe, Section Seven, no electronic, radio, television or any other type of antenna for receiving or transmitting visual or sound communications shall be constructed, erected, placed or permitted to remain on the lots listed below unless such antenna is located within the interior of the residential dwelling or is erected, placed or mounted in such a manner that from a street, adjacent lot or from any other portion of the Properties, no portion is visible from a height of six (6) feet or less:

<u>Lots</u>	<u>Block</u>
1, 4, 5-18	1
30, 33, 53, 84	1

D<sup>7</sup>

4. Nothing herein contained is intended or shall be construed to amend the Declaration other than to (i) add and annex Bay Pointe, Section Seven, as stated above, and (ii) to specify terms and provisions of the Declaration which are applicable to specific lots and land within Bay Pointe, Section Six.

EXECUTED this 6<sup>th</sup> day of December, 1994, but effective on January 1, 1996.

FRIENDSWOOD DEVELOPMENT COMPANY

By [Signature]  
Joseph L. Stunja, Vice President

(2)  
mc  
fcd

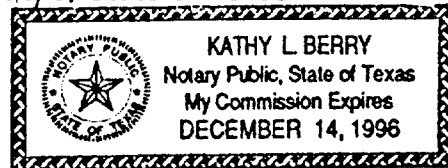
CENTEX REAL ESTATE CORPORATION

By [Signature]  
Tom Houser,  
South Houston Division President

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 5, 1994, by Joseph L. Stunja, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

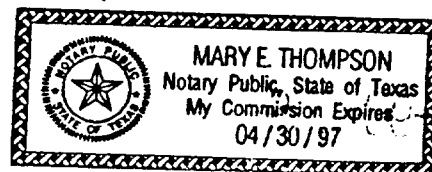
[Signature]  
Notary Public, State of Texas



STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 6, 1994, by Tom Houser, South Houston Division President of CENTEX REAL ESTATE CORPORATION, a Nevada corporation, on behalf of said corporation.

[Signature]  
Notary Public, State of Texas



RETURN TO: J157  
Friendswood Development Company  
John W. Hammond  
P. O. Box 2567  
Houston, Texas 77252-2567

825  
10-11-94