

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GLENDOWER COURT

This Declaration of Covenants, Conditions and Restrictions for Glendower Court Subdivision, Houston, Harris County Texas (“Glendower Court”) has been duly adopted pursuant to the terms, procedures, and requirements of Chapter 201 of the Texas Property Code, and hereby replaces all prior restrictive covenants applicable or purported to be applicable to the Lots in the Glendower Court Subdivision.

WHEREAS, the plat for Glendower Court was recorded on March 12, 1925 under Volume 572, Page 261 of the Harris County Map Records (the “Original Plat”); and

WHEREAS, a number of replats to the Original Plat have been approved and recorded and are as follows:

- A. Glendower Court Lot 100 Replat effective on December 2, 1999, and recorded under Clerk’s File No. U200516 in the Official Public Records of Real Property of Harris County, Texas;
- B. Glendower Court Lot 86 Replat effective December 7, 1999, and recorded under Clerk’s File No. U201422 in the Official Public Records of Real Property of Harris County, Texas;
- C. Glendower Court Lot 14 Replat effective on August 14, 2001, and recorded under Clerk’s File No. J263543 in the Official Public Records of Real Property of Harris County, Texas;
- D. Glendower Court Lots 16 and 17 recorded on May 30, 2006, under Clerk’s File No. Z332714 in the Official Public Records of Real Property of Harris County, Texas;
- E. Glendower Court Lots 81 and 82 recorded on August 12, 2015, under Clerk’s File No. 20150364528 in the Official Public Records of Real Property of Harris County, Texas;
- F. Glendower Court Lot 1 recorded on June 8, 2018, under Clerk’s File No. RP-2018-255406 in the Official Public Records of Real Property of Harris County, Texas;
- G. Glendower Court Lots 104, 105 and 106 recorded on March 25, 2020, under Clerk’s File No. RP-2020-134918 in the Official Public Records of Real Property of Harris County, Texas

All of the replats described above (as well as any future approved and recorded replats in the Subdivision) shall be collectively referred to herein as the “Replats”; and

WHEREAS, the Owners of Lots in the Subdivision previously adopted that certain Declaration of Protective Covenants for Glendower Court (the “1992 Restrictions”) filed on December 11, 1992, as Instrument No. N996374, Real Property Records, Harris County, Texas; and

~~WHEREAS, a document entitled Amended and Restated Declaration of Protective Covenants for Glendower Court was recorded in the Official Public Records of Real Property of Harris County, Texas under Harris County Clerk’s File No. X748521 on July 7, 2004 (the “2004 Restrictions”); and~~

WHEREAS, the Original Plat and the Replats shall collectively be referred to herein as the “Glendower Court Plat”; and

WHEREAS, the Owners of the Property described in the Glendower Court Plat, as amended and/or supplemented, desire to place covenants, conditions and restrictions on the property described herein below; and

WHEREAS, by adopting and approving the covenants, conditions and restrictions contained in this Declaration, all prior covenants, conditions and restrictions, if any, including but not limited to the 1992 Restrictions and the 2004 Restrictions, are hereby terminated, declared null and void, and the covenants, conditions and restrictions contained in this Declaration shall be valid, binding and enforceable.

NOW, THEREFORE, the following reservations, covenants, conditions and restrictions are hereby imposed upon the Property described herein below, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and for the welfare and benefit of the Owners of Lots in the Property, and which reservations, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and inure to the benefit of each Owner thereof for the welfare and protection of Subdivision values.

ARTICLE ONE

Definitions

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

1.1 “Architectural Control Committee (ACC)” shall mean the committee appointed by the Board of Directors created according to these restrictions to review and approve plans for the construction of Improvements on the Property or if no committee is appointed, then the Board of Directors shall serve as the ACC.

1.2 “Assessment(s)” shall mean and refer to all amounts due by an Owner to the Association under this Declaration, its Bylaws, or Rules, including but not limited to all regular annual and special assessments, charges, interest, and/or fees assessed against or incurred by an Owner of Lot, including but not limited to all reasonable attorneys’ fees, court costs and costs of collection incurred due to an Owner’s violation of the Restrictions.

1.3 “Association” shall mean and refer to GLENDOWER COURT PROPERTY OWNERS’ ASSOCIATION, a Texas nonprofit corporation, its successors and assigns, of which its Articles of Incorporation were filed with the Texas Secretary of State on February 24, 1984 as charter number 692797.

1.4 “Board” shall mean and refer to the Board of Directors of the Association.

1.5 “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Glendower Court.

1.6 “Improvement” means every structure and all appurtenances to structures of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, driveways, surface paving, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water-softener fixtures or equipment, and poles, pumps, power generators, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.7 “Lot” shall mean and refer of the numbered lots shown on the recorded Original Plat and Replats.

1.8 “Maintenance” shall mean the necessary upkeep for preserving the condition of a property.

1.9 “Member” shall refer to every person or entity which holds a membership in the Association. The criteria to become a Member of the Association is to hold title to a Lot within the Subdivision which is encumbered by these Restrictions. Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity.

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

1.11 “Plans and Specifications” means any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevations drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to such Improvement.

1.12 “Property(ies)” shall mean all real property located within the Subdivision of Glendower Court, an addition of Houston, as depicted in the Original Plat of said Subdivision in the Deed Records of Harris County, Texas, Volume 572, Page 261.

1.13 “Residence” shall mean a single, enclosed dwelling unit containing facilities for living, sleeping, cooking and eating.

1.14 “Restrictions” means this Declaration, as amended from time to time, together with the Architectural Committee Rules, the Association Rules, the Certificate of Formation and Bylaws, and all other governing documents duly adopted by the Members or the Board of Directors as may be required by this Declaration or Texas law.

1.15 “School(s)” shall mean any building that contains facilities operated by a public, religious or other agency with a curriculum for education.

1.16 “Subdivision” shall refer to the Glendower Court Property hereby made the subject of these present covenants, conditions, restrictions and easements, and also to all Property in the future which is hereafter annexed or added into the Subdivision and/or which is subjected to the jurisdiction of the Association.

ARTICLE TWO

Restrictions

2.1 Residential Use. Except the Lots noted in Section 2.3 below, each Lot shall be used for single family residential purposes only. No business, professional, commercial, warehousing or manufacturing use shall be made of any Lot or any Improvement thereon, and no professional, business or commercial activity to which the general public is invited

shall be conducted on any Lot. A home office is permitted as described in paragraph 2.1.d below. Institutional and governmental uses of Property, other than for consular residence, are also prohibited, including, but not limited to, schools, hospitals, clinics, half-way or treatment facilities and nursing homes.

- a. The phrase “*single family*” means any combination of one or more persons who are bound together, over time by ties of mutual consent, marriage, birth, guardianship and/or adoption and who, together, assume responsibilities for the activities of daily living of one family, such as care of the family members, financial support, consumption of shared goods and services, and affective nurturing (love). Additionally, a person employed by the single family may also reside on the Lot while employed by the single family.
- b. The phrase “*residential purposes*” as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital, clinic and/or professional uses and other uses prohibited in this paragraph 2.1 and excludes the lease or rental of a single family Residence for an original term of less than six (6) months, and all such excluded uses are hereby expressly prohibited (but does not exclude a “home office” or “home/telephone business” as long as such remains within the limited and restricted parameters described below for such exception to this restriction). Additionally, a “lease-back” addendum in a valid contract to sell a Lot shall not be required to comply with the minimum six (6) month original lease term set forth above.
- c. Garage apartment rental is prohibited.
- d. Notwithstanding the foregoing, a single family Residence may be used for one home office, if and only if such business activity: (1) is not detectable by sight, sound or smell from outside the Residence, and there is no other external evidence thereof (including signs, advertising, excessive traffic or frequent deliveries), (2) does not involve the storage of any equipment, materials or devices other than that which is consistent with the operation of a small home office, and in all events which are not hazardous and do not constitute any type of threat to health or safety or other nuisance, (3) does not employ third parties as employees or contractors who work in the Residence, (4) is consistent with the residential character of the Subdivision, and (5) does not cause any annoyance or unreasonable inconvenience to Owners or occupants of area Lots.

2.2 Prohibited Structures. Apartments, multi-family structures, condominiums, commercial and professional buildings of any kind are specifically prohibited.

2.3 Commercial Lots. Lots 1, 31, 32, 68, 69, 75, 76, and 77 may be used for any commercial purpose, excluding specifically the following:

- a. Sexually oriented businesses
- b. Automobile service station including auto repair and maintenance
- c. New or used car sales
- d. Restaurant
- e. Bar or other establishment which serves alcohol including beer and wine
- f. News stand
- g. Convenience store

2.4 Public Entrance. Lots 1, 68, 69, 75, 76, and 77, when used for a permissible commercial purpose, must have their public entrance facing Westheimer; and any of these Lots which are contiguous or adjacent, one to the other, and which are owned or controlled by the same Owner must be operated as one business.

2.5 Further Restriction. Individual Owners of Lots 1, 31, 32, 68, 69, 75, 76, and 77 may restrict said Lots to the residential provisions of this Declaration by filing a statement of inclusion with the County Clerk's Records of Harris County, Texas, in accordance with the Texas Property Code.

2.6 Religious Institution Lots. For the Lots on the eastern side of Kingston between Westheimer and the northern boundary of Lot 9, these Lots may be acquired by the Archdiocese of Galveston-Houston or by any other bona fide religious institution within the governance of the Archdiocese, and if acquired by the Archdiocese or a bona fide religious institution within the governance of the Archdiocese, these Lots shall be used for religious or other appropriate activities, provided that the uses, activities and structures on these Lots must be as stated elsewhere in this Declaration, which are specifically incorporated herein. The uses, activities and structures on these Lots must be part of the legitimate activities of the religious institution and of a character consistent with the surrounding residential community, such as a place of worship, parking, administrative offices, permanent Residence for staff, clergy, and their families, educational, fellowships, musical and other similar religious uses. These uses will not include special uses not generally a part of the religious functions for facilities located in residential communities of this character, such as temporary housing for persons other than staff, clergy, and their families, or on-site food distribution to indigent people other than non-perishable food items.

If Lots are used or owned by the Archdiocese or by any other bona fide religious institution within the governance of the Archdiocese, the Lots will be developed using landscaping and structures that are appropriate for the surrounding residential community. Before such development begins, the appropriateness will be agreed upon jointly by the Board and the Archdiocese or the bona fide religious institution within the governance of the Archdiocese. The Board will not unreasonably withhold its approval.

2.7. Driveway and Parking Restriction. No Lot may be used primarily as a driveway and/or parking facility. Vehicles shall be parked only in the street, a driveway or an enclosed garage (either attached or detached to the home). Vehicles may not be parked on a lawn, sidewalk or vacant Lot. No bus, large truck, recreational vehicle (RV), boat or trailer shall be left parked in the street in front of any Lot, except for temporary purposes of construction, repair or maintenance of a Residence in Glendower Court. No recreational vehicle (RV), bus, large trucks, boat or trailer shall be left parked in the driveway or any portion of a Lot where it is visible from the street.

2.8 Animals and Livestock. No animals, hogs, horses, cattle, swine, sheep, goats, poultry, reptiles, fish, or livestock of any kind shall be raised, bred, located or kept on any Lot at any time, except for "**Permitted Pets**" which are dogs, cats and other usual and customary household pets of a reasonable kind, other than pigs, ordinarily kept in residential subdivisions. No Permitted Pets may be raised, bred, kept or maintained for commercial purposes, nor shall they be allowed to run at large within the Subdivision. If such Permitted Pets become an annoyance or nuisance to the Subdivision, in the opinion of the Board, they must be removed from the Subdivision.

All Permitted Pets must be kept on a leash and must be under the control of their Owner when outside the Owner's Residence or when not maintained in an enclosed yard from which the Permitted Pet cannot escape.

Each person in control of a dog or cat shall promptly remove and dispose of, in a sanitary manner, feces left by such dog or cat.

No dog runs, animal pens or similar devices shall be visible from any street in the Subdivision.

2.9 Nuisances. No noxious or offensive trade or activity shall be carried on within the Properties or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Properties or the Subdivision.

It is the continuing responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of such Owner's Lot. No Lot may be used, in

whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye.

No substance, thing or material may be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property.

No obnoxious noise including, but not limited to, outdoor or vehicle audio systems which produce or are caused to produce sound or bass rhythms which may disturb the peace and quiet of the occupants of surrounding properties shall be permitted in the Subdivision.

The discharge of firearms (except for emergency self-defense) and the storage or discharge of fireworks and rocket propelled devices in the Subdivision is strictly prohibited at all times and under all circumstances including any celebration of any holiday such as the Fourth of July. The term "firearms" includes without limitation "B-B" guns, pellet guns, paint ball guns, lasers, and any small or large firearm of any and all types which emits a projectile. The term "fireworks" includes any device which utilized any chemical or other material for any explosive reaction of any kind.

All clotheslines, equipment, garbage cans, service yards, wood piles and storage piles shall be kept screened from view of the neighboring Lots and streets, save and except garbage and recycle cans may be placed curbside the night before and the day of pickup.

2.10 Maintenance Obligation. An Owner's Maintenance obligation shall include, but not be limited to, the Maintenance of all visible exterior surfaces of all buildings and other Improvements on their Lot, as well as the prompt removal of all paper, debris, and refuse, the removal and replacement of dead and diseased trees and plantings, the repair, replacement, cleaning and revamping of all lighting fixtures, the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping on their Lot.

2.11 Enforcement of Lot Maintenance and Remedies in the Event of Default/Self-Help. Each Owner of a Lot shall at all times be obligated to maintain his or her Lot and all Improvements thereupon, together with grass and other vegetation located thereon, so as to keep same in a clean, sightly and safe condition and to conform with any specific standards which the Board may adopt by resolution for the Properties. Each Owner of a Lot shall also be responsible for the Maintenance, mowing, watering, fertilizing, weeding, replanting and replacing of landscaping, grass and other vegetation on their Lot.

In the event any Owner of any Lot fails to observe any covenant, condition or restriction contained in this Declaration, or fails to maintain or repair their Lot and the Improvements situated thereon either in accordance with the provisions of this Declaration and/or in a

manner satisfactory to the Board of the Association, and such default continues unresolved for ten (10) days after written notice thereof is mailed to the last known address of the Owner involved (without the requirement of certification or certified mail), the Association, through the Board, or any employee, agent or contractor of the Association (authorized by the Board) shall have the right (but not the obligation), through its agents or employees to enter upon said Lot and cause to be cut any such weeds and grass, or remove or cause to be removed such garbage, trash and rubbish, or may do any other reasonable thing necessary to maintain compliance with this Declaration so as to place said Lot in a neat, attractive, healthful, safe, and sanitary condition. The Association may render a statement of charge to the Owner of such Lot for the cost of such work. The Owner agrees by the ownership of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay such statement, the cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of the Assessment payable by said Owner and payment thereof shall be secured by the lien on the Lot in the same manner as such Assessment created pursuant to this Declaration. The Association, the Board and its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

2.12 Temporary Buildings and New Materials. No structure of a temporary character, trailer, or trailer built as a modular home, motor home, mobile home, manufactured home, basement, tent, shack, shed, pod, storage unit, storage container, garage, barn or other outbuilding shall be permitted, placed or erected on any Lot or used on any Lot at any time as a Residence, either temporarily or permanently. No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any Lot. The only exception shall be a contractor's job-site structure, which shall be removed immediately upon completion of a construction project.

2.13 Residential Construction Requirements. No more than one Residence shall be constructed or permitted for every 4,500 square feet of contiguous Property subject to this Declaration; provided, however, if any single family Residence is currently constructed on contiguous property of 4,500 square feet or less, such Residence shall not constitute a violation of this restriction and may be replaced by another Single Family Residence without violating this restriction. The height of any structure shall not exceed forty (40) feet from the natural grade to the top of the roof.

2.14 Exterior Material. Permissible exterior building materials shall include brick, brick veneer, stucco, stone, wood and Hardi Plank. Materials specifically prohibited are corrugated materials and asbestos for any structure, and asphalt for driveways.

2.15 Communication Devices. Satellite dishes and mini cell towers shall not be visible from the street.

2.16. Mailboxes. Free-standing mail boxes shall not be located within eight (8) feet of the sidewalk.

2.17 Fences. Chain link and wooden fences are prohibited forward of the front elevation facing the street, and on corner Lots, chain link and wood fences are prohibited on the side of the Lot facing the intersecting street, except for use in providing temporary protection of a construction site.

2.18 Reconstruction After Disaster. If a Residence or other structure located on a Lot covered by this Declaration is over fifty percent (50%), damaged, destroyed or rendered uninhabitable by fire, wind, rain or any other disaster, or is condemned by the City of Houston, then the Owner or Owners of the Lot shall either begin reconstruction of the Residence or other structure or remove the remaining structure and all debris from the Lot within six (6) months of the date of the disaster. All such reconstruction shall be subject to this Declaration and shall be completed within twenty-four (24) months after commencement of construction.

2.19 Disposal of Trash. No trash, rubbish, garbage, manure, debris, waste, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers with tight fitting sanitary covers or lids and placed in an area adequately screened from view of other Lots by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his or her Lot at regular intervals at his or her expense. Incinerators or other outdoor burning of trash, leaves, debris or other materials is prohibited, other than in the process of cooking of food or utilizing outdoor fireplaces and/or fire pits for human warmth or recreation.

2.20 Disposal of Hazardous Substances. No gasoline, motor oil, paint, paint thinner, pesticide or other product considered to be a contaminant or a hazardous substance under applicable federal or state laws and regulations shall be disposed of on any Lot nor shall any such material be deposited into a storm sewer, sanitary sewer, manhole, drainage ditch, channel or detention pond within the Properties, but rather all such materials shall be handled and disposed of in compliance with all applicable laws and regulations and the recommendations of the manufacturer of the applicable product or a governmental entity with jurisdiction. No person shall perform any activity or do any act or thing or maintain or

permit any condition in violation of applicable environmental, toxic or hazardous waste or similar laws, rules or regulations. Storage of gasoline, heating or other fuels, or of any hazardous or toxic materials anywhere in the Subdivision is strictly prohibited; except that up to twenty (20) gallons of fuel (including propane) may be stored upon a Lot for emergency purposes, for operation of lawn mowers and similar tools or equipment, for landscape Maintenance and for cooking equipment, if properly kept and stored in a safe and non-hazardous manner. THE FOREGOING DOES NOT PLACE ANY OBLIGATION OR LIABILITY UPON THE ASSOCIATION, ANY MANAGEMENT COMPANY RETAINED BY THE ASSOCIATION, AND/OR ANY PERSON WHO IS AN OFFICER, DIRECTOR OR EMPLOYEE OF SUCH ENTITIES, FOR ENFORCEMENT OF ANY APPLICABLE ENVIRONMENTAL, TOXIC OR HAZARDOUS WASTE OR SIMILAR LAW, RULE OR REGULATION.

2.21 Storage of Building Materials. Unless otherwise approved by the Board, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of Improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During the construction and Improvement of Residences, building materials may be placed or stored on the Lot. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time these materials shall be removed from the Lot. Under no circumstances shall building materials be placed or stored on the streets or sidewalks.

2.22 Signs. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot except as otherwise permitted herein below. The following signs are permissible as long as such sign(s) meet the requirements set forth herein: one (1) sign for each of the following categories is permitted on each Lot as long as such sign(s) is/are not larger than eight (8) square feet: realty sale/lease sign, security sign, architect's or contractor's temporary sign and plaque erected or affixed to a Residence which is awarded by a government agency or a civic association. The Board may remove a sign displayed in violation of this paragraph 2.22.

2.23 Political Signs. Notwithstanding the foregoing and in accordance with Section 202.009 of the Texas Property Code, the following display of political signs is permitted as long as such signs conform to the following terms and conditions:

- a. An Owner may display on the Owner's Property one or more signs advertising a political candidate or ballot item for an election:
 - (1) on or after the 90th day before the date of the election to which the sign relates; or
 - (2) before the 10th day after that election date.

- b. Such signs are restricted as follows:
 - (1) a sign must be ground-mounted; and
 - (2) a Property Owner is limited to displaying only one (1) sign for each candidate or ballot item.
- c. The following signs are expressly prohibited:
 - (1) any sign which contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping or nonstandard decorative component;
 - (2) any sign that is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle or any other existing structure or object;
 - (3) any sign that includes the painting of architectural surfaces;
 - (4) any sign that threatens the public health or safety;
 - (5) any sign that is larger than four (4) feet by six (6) feet;
 - (6) any sign that violates a law;
 - (7) any sign that contains language, graphics or any display that would be offensive to the ordinary person; or
 - (8) any sign that is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

2.24 Variances. The Board shall have the authority to interpret provisions of this Declaration so as to be consistent with the general interests and purposes of the Declaration. The Board shall also have the power to and may allow reasonable variances and adjustments to the Restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the Restrictions. If the Board allows a variance from, or otherwise adjusts, this Declaration's Restrictions in a particular instance, the person who otherwise would be violating these Restrictions shall be deemed in compliance with these Restrictions to the extent of the variance or adjustment.

ARTICLE THREE
Architectural Control Committee

3.1 An Architectural Control Committee (the “ACC”) shall be appointed by the Board at its discretion. If no ACC is appointed, the Board shall serve as the ACC.

3.2 The ACC and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. The Association shall indemnify and hold the members of the ACC harmless for any claims and shall insure them under the Association's Directors' and Officers' liability insurance policy. All meetings of the ACC are open to all Owners and Members and their representatives, such as lawyers, engineers, accountants, surveyors, architects, contractors and others not named.

3.3 Powers of the ACC. To preserve the architectural and aesthetic appearance of the Properties, no construction of Improvements, or modifications, additions, or alterations to existing Improvements, shall be commenced or maintained by an Owner on any Lot, including, without limitation, the construction or installation of a Residence, outbuildings, sidewalks, driveways, drainage facilities, mail boxes, decks, patios, courtyards, swimming pools, greenhouses, playhouses, playground equipment, awnings, walls, fences and exterior lights, nor shall any exterior addition to or change or alteration be made to any Improvements, if any, (including, without limitation, painting or staining of any exterior surface), until the site plan and the final working plans and specifications have been submitted to and approved in writing by majority vote of the ACC as to conformity with the Restrictions herein contained and harmony of external design and location in relation to existing structures and topography.

The ACC shall have the right to specify architectural and aesthetic requirements for Lots, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent Property and shall have the right to limit the number of acceptable exterior materials, colors, and finishes that may be utilized in construction or repair of Improvements. The ACC shall have full power and authority to reject any site plan or final working Plans and Specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the applicable ACC, will not be compatible with the overall character and aesthetics of the Properties. Any expense of the Association in the review of such Plans and Specifications shall be paid by the party seeking approval including, without limitation, administrative costs, fees for architectural, engineering, construction, legal or other expert advice.

The ACC shall have the right to adopt a set of architectural requirements known as Architectural Guidelines which may be changed from time to time by the ACC, with the approval of the Board of the Association. Any such requirements promulgated by the ACC in the Architectural Guidelines shall have a similar legal force and effect as if they were originally promulgated by this Declaration, and the ACC and the Association shall have the full authority and the power to enforce the Architectural Guidelines requirements so promulgated in a similar manner as any provision of this Declaration.

The ACC may require the submission to it of such documents and items (including as examples, but without limitation, written requests for and description of the construction modification or variance requested, Plans and Specifications, plot plans, surveys, and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for approval, modification or a variance. Approvals shall be made by written instrument, addressed to the Owner(s) of the Lots, expressing the decision of the ACC describing (when applicable) the conditions on which the application has been approved, and signed by a majority of the then members of the ACC (or by the ACC's duly authorized representative).

3.4 Advance ACC Approval Required. No building, fence, wall or other Improvement shall be commenced, erected or maintained upon the Lots, nor shall any exterior addition to, or change or alteration thereon, nor shall any change in paint color be attempted, until the Plans and Specifications showing the nature, kind, shape, height, color of all exterior paints and materials and location of the same shall have been submitted to and approved in writing by the ACC as to the harmony of external design, with existing structures and Improvements, compliance with these covenants conditions, and restrictions, and location in relation to surrounding structures and topography. On corner Lots, the ACC will approve which street the planned construction will face. Unanimous approval by the ACC shall not be required and approval by a majority of the members thereof shall be sufficient. To obtain approval, the Lot Owner must submit one copy of the proposed project to the ACC. Such plan shall show the color, landscape plan, if available, floor plan and square footage, materials and location of the project. If approved, the approval will be noted in writing (including electronic communication) and returned to the applicant. If the Plans and Specifications are not approved, reason will be detailed in writing (including electronic communication) and delivered to applicant and their plans returned. Any decision of the ACC may be appealed to the Board by any Owner. The Board's decision will be final. If such construction or alteration is not commenced within six (6) months of such approval, the approval shall be null and void unless an extension is granted in writing. Notwithstanding the foregoing, no ACC approval is needed for repair and Maintenance which does not change the exterior appearance of the Improvement.

In the event that Plans and Specifications are submitted to the ACC as provided herein and the ACC shall fail either to approve or disapprove such Plans and Specifications within forty-five (45) days following such submission and if no suit to enjoin the construction is commenced prior to the completion of such construction, then approval may be presumed. Any modification or change to the approved set of Plans and Specifications which differs from these Restrictions must be approved by the ACC and in the event such Plans and Specifications are not approved, or in the event construction is not in conformity with the approved Plans and Specifications, the Owner and the contractor agree and covenant to conform such construction to the requirements of these Restrictions and the ACC.

No approval of Plans and Specifications and no publication of minimum construction standards shall ever be construed as representing that such Plans and Specifications or standards will, if followed, result in a properly designed Residence. Such approvals and standards shall in no event be construed as representing or guaranteeing any residence will be built in a good, "workman like" manner.

3.5 ACC Fees. All new construction ACC applications must include an ACC fee in an amount to be set by the Board.

3.6 Variances. The ACC and Board shall have the right, exercisable at its sole discretion, to grant variances to the Restrictions of this Declaration and/or the Architectural Guidelines, in specific instances where the ACC and Board in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Properties, the variance will not impair or detract from the high-quality development of the Properties, the variance is justified due to unusual or aesthetic considerations or unusual circumstances, and/or it is in the best interests of the Association. Variances may be granted in situations including, but not limited to, cases where circumstances arise from either unforeseen developments or advances in technology resulting in the need for such action in order to accomplish the original purpose of this Declaration. Any deviation granted must be in the spirit and intent of the welfare of the overall Subdivision.

The ACC may require the submission of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the ACC approves such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the Lot relative to which such variance has been requested, describing the applicable Restriction(s) and the particular variance requested, expressing the decision of the ACC to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the ACC or (b) failure by the ACC to respond to the request for variance.

All variances must be evidenced by written instrument in recordable form, and may be signed by a majority of the members of the ACC and/or Board. The granting of a variance will not operate to waive or amend any of the terms or provisions of this Declaration applicable to the Lots for any purpose except as to the particular Lot and the particular instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Declaration.

3.7 Limitation of Liability. The ACC and the Board have no liability or obligation whatsoever in connection with any Plans and Specifications and no responsibility for the adequacy thereof or for the construction of any Improvements contemplated by any such Plans and Specifications. The ACC has no duty to inspect any Improvements, and, if the ACC should choose to inspect any Improvements, it shall have no liability or obligation to any party arising out of such inspection. The ACC and the Board expressly shall have no liability or responsibility for defects in or omissions from any Plans and Specifications or for defects in or omissions from the construction of any Improvements. Notwithstanding any covenant, condition or term contained in this Declaration or provision of the By-Laws of the Association to the contrary, neither the ACC, the Board nor the Association shall have any liability to any Owner arising or resulting from any act, omission or delay of the ACC and/or the Board taken or omitted pursuant to this Declaration or the By-Laws of the Association. Each Owner by accepting a conveyance of any Lot or of any portion of the Properties conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the ACC, the Board and/or the Association arising or resulting from acts or omissions pursuant to this Declaration or the Bylaws of the Association.

ARTICLE FOUR

Assessments

4.1 Creation of the Lien and Personal Obligation for Assessments. The Association (for each Lot within the Subdivision) hereby covenants and agrees, and each Owner of any Lot within the Properties (by acceptance of a deed therefore, whether or not it shall be expressed in the deed or other evidence of the conveyance) is deemed to covenant and agree, to pay the Association (i) annual Assessments and (ii) special Assessments, such Assessments to be fixed, established and collected as hereinafter provided. Assessments provided for in this Declaration, shall also be a charge on the land and shall be secured by a continuing lien upon the Lot against which such Assessments are made. All such Assessments shall also be and remain the personal obligation of the Owner of the particular Lot at the time the Assessment was due, notwithstanding any subsequent transfer of title of such Lot. Except as to transfers pursuant to a lawful and valid foreclosure of a superior lien as described herein, an Owner's transferee, whether by purchase, gift, devise, inheritance or otherwise, and whether voluntary or by operation of law, is also jointly and severally liable

for payment of all unpaid Assessments owed to the Association at the time of transfer without prejudice to the rights of the transferee to recover from the transferor the amounts paid by such transferee.

4.2 Violation Expenses as Part of Assessment. The following charges shall also be construed as if they are Maintenance Assessments: all expenses reasonably attributable to or incurred by reason of a breach or violation of or to obtain compliance with any provision of this Declaration must be assessed against the Owner who occasioned the incurrence of such expenses, including reasonable attorneys' fees, whether incurred prior to, during the pendency of or after successful completion of any actions in a court of competent jurisdiction. The foregoing shall include, without limitation, all posts, expenses and reasonable attorneys' fees incurred in connection with the judicial foreclosure of the Association's Assessment lien, including prosecution or defense of any claims or actions relating to any such foreclosure proceedings.

4.3 Purpose of Annual Assessments. The Board shall levy annual Assessments against the Lots. The annual Assessments levied by the Board shall be used for carrying out the purposes of the Association as stated in its Articles of Incorporation, its Bylaws, this Declaration and all other dedicatory instruments administered by the Association. The judgment of the Board of the Association in determining the functions to be performed by the Association, in determining the amount of annual Assessments and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith.

4.4 Regular Annual Assessments. Before the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during the year in performing its functions under its Articles of Incorporation, its Bylaws, and this Declaration, which will be limited to the costs incurred in exercising the powers granted to the Association therein, the cost of enforcing this Declaration, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay the estimated net expenses will then be levied as provided in this Declaration, and the level of Assessments set by the Board will be final and binding if it is made in good faith. All regular Annual Assessments will be due and payable to the Association at the beginning of the fiscal year, or during the fiscal year in equal monthly installments on or before the first day of each month, or in any other manner as the Board may designate in its sole and absolute discretion. In no event will the maximum regular Annual Assessments per Lot be increased by more than ten percent (10%) per year over the prior year, unless approved by at least two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for that purpose or at the annual meeting, with the same quorum being required for Special Assessments.

4.5 Special Assessments. In addition to the Annual Assessments authorized above, the Association may levy, in any year, a Special Assessment against the Lots applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unexpected cost, provided, however, any Special Assessment must be approved by a two-thirds (2/3rds) vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessments may be collected annually or on a monthly basis at the Board's election.

4.6 Notice and Quorum for Votes on Assessments. Written notice of any meeting called for the purpose of taking any action authorized under paragraph 4.4 or 4.5 above (i.e., to increase Annual Assessments over 10% from prior year or to impose Special Assessments) shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) of the votes of the Association's membership shall constitute a quorum. If the required quorum is not present or represented at a meeting called for the purpose of taking an action authorized under paragraph 4.4 or 4.5 above (i.e., to increase Annual or Special Assessments), another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meetings. Whenever a quorum or vote is needed in this Declaration for any purpose, each Lot shall be entitled to one (1) vote per Lot.

4.7 Date of Commencement and Determination of Annual Assessment. The Annual Assessment provided for herein shall commence as to all Lots in the Subdivision Properties upon conveyance of each such Lot to an Owner. The Assessment for such year shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the Assessment is sent to every Owner whose Lot is subject to Assessment. On or before a date set by the Board in each year, the Board of the Association shall fix the amount of the Annual Assessment to be levied against each Lot in the next calendar year. Written notice of the amount at which the Board of the Association has set the Annual Assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each Annual Assessment shall be due and payable in advance on the first day of January of each calendar year or such other date as the Board specifies. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or authorized representative of the Association setting forth whether all the Assessments owed on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a particular Lot is binding upon the Association as of the date of its issuance.

4.8 Owner's Personal Obligation for Payment of Assessments, Charges and Fees. The Assessments owed as provided for in this Declaration will be the personal and individual debt of the Owner of the Lot covered by the Assessments. No Owner may exempt itself from

liability for the Assessments owed. For any default in the payment of any Assessment, the Owner of the Lot will be obligated to pay an annual interest rate of ten percent (10%) on the amount of the Assessment from the due date of the Assessment, together with all costs and expenses of collection, including reasonable attorneys' fees.

4.9 Effect of Nonpayment of Assessments and Remedies. For any default in the payment of any Assessment owed (i.e., if an Assessment, charge or fee is not paid within thirty (30) days after the due date), the Owner of the Lot will be obligated to pay an annual interest rate of ten percent (10%) (or such other rate not in excess of the maximum lawful rate as may be established from time to time by the Board) on the amount of the Assessment owed from their due date, together with all costs, late fees, and expenses of collection, including reasonable attorneys' fees.

The Association may bring an action at law against the Owner personally obligated to pay the Assessment or foreclose the lien herein retained against the Lot. Interest as above specified, collection costs, fees, and reasonable attorneys' fees incurred in any such action shall be added to the amount of such Assessment, all of which shall become a part of the Association's lien as hereinabove set forth.

The lien in favor of the Association is created by the recordation of this Declaration which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. There shall be no non-judicial foreclosures of the lien of the Association. The Association has the right to foreclose its lien judicially. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell or convey a Lot. The purchaser at any such foreclosure sale shall be entitled to sue, for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former Owner or Owners of the Lot sold at foreclosure. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. No Owner may waive or otherwise escape liability for the Assessments, provided for in this Declaration by abandonment of his or her Lot.

4.10 Subordination of the Lien to Mortgages. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all Assessments due the Association. This lien will be superior to all other liens and charges against the Lot, except for tax liens and all amounts unpaid on a Mortgage lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or

Improvement of the Lot in question. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien securing such Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any Assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for herein above, the Association, in the sole discretion of its Board, may subordinate the lien securing any Assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board may determine.

To evidence the Assessment lien, the Association may prepare a written notice of such debt setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of Harris County, Texas. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

- (a) Foreclosure of the Assessment lien
- (b) Recovery of a personal judgment against the current Owner and, where different, from the delinquent Owner or from the current Owner only, for all amounts owing arising from the unpaid Assessments and their collection, including all attorneys' fees and costs.

The Association will have the power to bid on the Property at a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with it. On the written request of any Mortgagee, the Association may report to the Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.

ARTICLE FIVE

General Provisions

5.1 Term. This Declaration, including all of its covenants, conditions and restrictions, will be effective on the date this Declaration is recorded in the Real Property Records of Harris County and shall run with and bind the land, for a period of forty (40) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished as set forth herein.

5.2 Enforcement and Nonwaiver. Except as otherwise provided in this Declaration, any Owner at its, his or her own expense, the Association, and the Board will have the right to enforce any and all provisions of this Declaration. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision. The failure to enforce any provision at any time will not constitute a waiver of the right to enforce the provision or any other provision in the future. Also, the violation of any of this Declaration by an Owner or the Owner's family, guests, tenants, lessees, or licensees will authorize the Board, acting on behalf of the Association, to avail itself of any one or more of the following remedies in addition to any other available remedies:

- (a) The imposition of a special charge or fine per violation, the amount for which will be set by Board by resolution.
- (b) The right to cure or abate the violation and to charge any related expenses to the Owner.
- (c) The right to seek injunctive and any other relief provided or allowed by law against the violation and to recover from the Owner all of the Association's related expenses and costs, including but not limited to attorneys' fees and court costs.

5.3 Amendment By Owners. This Declaration may be amended at any time only by a vote of fifty-one percent (51%) of the total votes allocated to Property Owners in the Association in accordance with the Texas Property Code. Once passed, the Amendment shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas. Each Lot shall be entitled to one (1) vote per Lot.

5.4 Construction. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of a provision will not affect the validity or enforceability of any other provision or portion of a provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter. All headings and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles in this Declaration

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

5.6 In General. Invalidation of any one of this Declaration's covenants or restrictions by judgment of a court shall in no way affect any other provision of this Declaration and all other provisions shall remain in full force and affect.

5.7 Notices. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall, unless otherwise expressly provided, be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to a Member and Owner at his or her last known address as such appears on the records of the Association at the time of such mailing. The address at which a Member or Owner is given notice may be changed from time to time by notice in writing given by the Member or Owner to the Association.

5.8 Interpretations. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which is most closely in accord with the general purposes and objectives of this Declaration shall govern and may be corrected or clarified by the Board's preparation, execution and recording of a supplemental to this Declaration.

5.9 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision in this Declaration shall have been omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

5.10 Governing Law. The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision Properties and of promoting and effectuating the fundamental concepts of the Subdivision Properties set forth in this Declaration. This Declaration will be governed by and interpreted under the laws of the State of Texas.

5.11 Nonliability of Architectural Control Committee and Board of Directors Members. The ACC, the Board, and their members will not be liable to the Association or to any Owner or to any other person for any loss, damage, or injury arising from their being in any way connected with the performance of the ACC's or the Board's decisions under this Declaration unless due to the willful misconduct or bad faith of the ACC, the Board, or their members, as the case may be.

5.12 Grandfather Clause. Any use or condition that does not comply with this Declaration and that was in existence prior to its adoption shall **NOT** be a violation of and/or affect the terms of this Declaration; provided, however, that any such existing use or condition that results in or causes any condition that is unsafe, dangerous, unhealthy, a nuisance or an impediment to City or County services shall not be grandfathered pursuant

to this paragraph 5.12. However, the discontinuation or removal of any non-conforming use of a Residence or Improvement on a Lot shall operate to prevent the re-establishment of the non-conforming use. In regards to “Single Family Residential” use, any non-conforming use at the time of the adoption of this Declaration shall be permitted until the structure on the Lot in question is damaged, destroyed or otherwise is to be rebuilt to current City codes in excess of fifty percent (50%) of the then value of the existing structure, then such use and reconstruction shall conform with the “Single Family Residential” use and all other applicable restrictions pursuant to Article Two of this Declaration.

5.13 This Declaration shall apply to all Owners and all Properties in the Subdivision.

5.14 Property previously deleted or excluded from coverage of this Declaration may subsequently be included under the terms of this Declaration at any future date by a statement filed in accordance with the Texas Property Code by signing a Petition to adopt this Declaration or by any other method or manner authorized by the Texas Property Code.