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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
for
CHARNWOOD, SECTIONS ONE (1), TWO (2) AND THREE (3)**

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WHEREAS, not less than a majority of the Lot Owners desire to amend and restate the Superseding Declaration;

NOW, THEREFORE, the undersigned, being not less than a majority of the Lot Owners, hereby amend and restate the Superseding Declaration. When effective by recording this instrument in the Official Public Records of Real Property of Harris County, Texas, the Superseding Declaration will be replaced and superseded in its entirety and Charnwood, Sections One (1), Two (2), and Three (3), will be governed by the covenants, conditions and restrictions set forth in this instrument.

ARTICLE I.
DEFINITIONS

As used in this Declaration, the terms set forth below have the following meanings:

A. ANNUAL MAINTENANCE CHARGE - The assessment made and levied by the Association against each Owner and his Lot in accordance with the provisions of this Declaration.

B. ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee established and empowered in accordance with Article IV of this Declaration.

C. ARCHITECTURAL GUIDELINES - Guidelines within this document, in the Bylaws, in the Rules and Regulations, or as otherwise promulgated by the Board of Directors of the Association relating to various types of Improvements, additions and modifications constructed or proposed to be constructed on Lots.

D. ASSOCIATION - Charnwood Civic Club, Inc., a Texas non-profit corporation, its successors and assigns.

E. BOARD or BOARD OF DIRECTORS - The Board of Directors of the Association.

F. BYLAWS - The First Amended and Restated Bylaws of the Association, as may be amended.

G. ARTICLES OF INCORPORATION - The Articles of Incorporation of the Association, as may be amended.

H. COMMON AREA - Any real property and Improvements thereon owned or maintained by the Association for the common use and benefit of the Owners.

I. COMMUNITY - Charnwood, Sections One (1), Two (2) and Three (3), as more particularly identified in the preamble, all of such sections being referred to as "Charnwood".

J. DECLARATION - This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Charnwood, Sections One (1), Two (2), and Three (3).

K. FOOTPRINT - The area of the ground floor slab of a Residential Dwelling, garage and other Improvement with a poured foundation. The term "Footprint" does not include driveways and sidewalks.

L. IMPROVEMENT - A Residential Dwelling, building, structure, fixture, or fence constructed or to be constructed on a Lot; a transportable structure placed or to be placed on a Lot, whether or not affixed to the land; and an addition to or modification of an existing Residential Dwelling, building, structure, fixture or fence.

M. LOT or LOTS - Each of the Lots shown on the Plat for any property subject to the provisions of this Declaration and the jurisdiction of the Association.

N. MAINTENANCE FUND - Any accumulation of the Annual Maintenance Charges collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Declaration.

O. MAJOR ADDITION - An addition or a modification to an existing Residential Dwelling, garage or other Improvement on a Lot which enlarges the foundation area (i.e., the Footprint) of such Residential Dwelling, garage or other Improvement or, if the foundation area of such Residential Dwelling, garage and/or other Improvement is not enlarged, an addition or modification to a Residential Dwelling, garage or other Improvement that the Architectural Control Committee, acting reasonably and in good faith, determines to be a major addition or modification (such as, by way of example and not in limitation, the addition of an upper story living area).

P. MEMBER or MEMBERS - All Lot Owners who are members of the Association as provided in Article V hereof.

Q. MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner of a Lot to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements thereon.

R. OWNER or OWNERS - Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

S. PLANS - The final construction plans, drawings, and specifications of a Residential Dwelling or other Improvement of any kind to be erected, placed, constructed, maintained or altered on a Lot.

T. PLATS - The plat for Charnwood, Section One (1), recorded in Volume 40, Page 27, of the Map Records of Harris County, Texas; the plat for Charnwood, Section Two (2), recorded in Volume 48, Page 45, of the Map Records of Harris County, Texas; the plat for Charnwood, Section Three (3), recorded in Volume 51, Page 43, of the Map Records of Harris County, Texas;

the plat for any subdivision annexed and made a part of the Community; and any amending plat, replat or partial replat of any such plat.

U. **RESIDENTIAL DWELLING** - The single family residence constructed on a Lot.

V. **RULES AND REGULATIONS** - Rules and regulations adopted from time to time by the Board concerning the management and administration of the Community for the use, benefit and enjoyment of the Owners, including without limitation, rules and regulations governing the use of Common Area. All remedies available to the Association for the enforcement of this Declaration are available to the Association for the enforcement of all duly recorded Rules and Regulations.

W. **SPECIAL ASSESSMENT** - Any Special Assessment as provided in Article VI, Section 6.5, of this Declaration.

ARTICLE II. **USE AND OCCUPANCY**

SECTION 2.1. USE RESTRICTIONS.

A. **SINGLE FAMILY RESIDENTIAL USE.** Each Owner must use his Lot and the Residential Dwelling on his Lot for single family residential purposes only. As used herein, the term **"single family residential purposes"** is deemed to specifically prohibit, without limitation, the use of a Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling on the Lot for residential purposes. As used herein, the term **"unobtrusive"** means, without limitation, that there is no business, professional, or commercial related sign, logo or symbol displayed on the Lot; there is no business, professional, or commercial related sign, logo or symbol displayed on any vehicle on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional, or commercial related purpose on any regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

No Owner may use or permit the Owner's Lot or Residential Dwelling to be used for any purpose that would (i) void any insurance in force with respect to the Community; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board; (iv) constitute a violation of the provisions of this Declaration, any applicable law, or any published Rules and Regulations of the Association or (v) unreasonably interfere with the use and occupancy of any Lot in the Community or Common Area by other Owners.

No Owner is permitted to lease a room or rooms in the Residential Dwelling on the Owner's Lot or any other portion of the Residential Dwelling or other Improvement on the Owner's Lot. An Owner may only lease the entirety of the Lot, together with the Residential

Dwelling and other Improvements on the Lot. No Owner is permitted to lease his Lot for a period of less than six (6) months. Every lease must provide that the lessee is bound by and subject to all the obligations under this Declaration and a failure to comply with the provisions of this Declaration will be a default under the lease. The Owner making such lease is not relieved from any obligation to comply with the provisions of this Declaration. The use of a Residential Dwelling or other Improvement on a Lot for short-term leasing, vacation rentals or a bed and breakfast is strictly prohibited.

One (1) garage sale, rummage sale, estate sale, moving sale or similar type of activity is permitted on a Lot each calendar year. The duration of any such sale may not exceed three (3) consecutive days.

B. PASSENGER VEHICLES. No Owner or occupant of a Lot, including all persons who reside with such Owner or occupant of the Lot, may park, keep or store a vehicle on the Lot which is visible from a street in the Community or a neighboring Lot other than a passenger vehicle or pick-up truck and then only if parked on the driveway for a period not exceeding thirty (30) consecutive days. For purposes of this Declaration, the term "**passenger vehicle**" is limited to (i) a vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and (ii) a sport utility vehicle used as a family vehicle (whether or not the sport utility vehicle displays a passenger or truck vehicle license plate). The term "**pick-up truck**" is limited to a one (1) ton capacity pick-up truck which has not been adapted or modified in any manner for commercial use.

No vehicle of any kind may be parked on an unpaved portion of a Lot that is visible from the street for any length of time. The Association has the right to cause a vehicle parked on Common Area in violation of the provisions of this Declaration or the Rules and Regulations to be towed in the manner provided in the Texas Occupations Code. No vehicle may be parked on a street in a manner that obstructs or impairs traffic flow on the street or obstructs or impairs vehicle access to another Lot.

No inoperable vehicle may be parked, kept or stored on a street in the Community or on a Lot if visible from a street in the Community or a neighboring Lot. For purposes of this Section, a vehicle is deemed to be inoperable if (a) it does not display all current and necessary licenses and permits, (b) it does not have fully inflated tires, (c) it is on a jack, blocks or the like, (d) it is covered with a tarp, plastic or other type of covering, or (e) it is otherwise not capable of being legally operated on a public street or right-of-way.

C. OTHER VEHICLES. No boat trailer, boat, travel trailer, commercial vehicle, mobile home (with wheels), motor home, recreational vehicle, camper, or similar vehicle or device of any kind may be kept on the street in front of a Lot or in a driveway in excess of seventy-two (72) hours during any calendar month and no more than twenty-one (21) total days in any calendar year; provided, however, such a vehicle or device may be kept on a Lot for more than seventy-two (72) hours during any calendar month and more than twenty-one (21) total days in any calendar year if parked in the garage with the door closed or behind a fence so that it is screened from view from a public street and from adjoining Lots at ground level. A boat trailer, boat, travel trailer, mobile home (with wheels), motor home, recreational vehicle, camper or

similar vehicle or device of any kind that is to be parked behind a fence, out of public view, must be parked on a parking surface that has been approved in writing by the Architectural Control Committee. No boat trailer, boat, travel trailer, commercial vehicle, mobile home (with wheels), motor home, recreational vehicle, camper, or similar vehicle or device of any kind may be occupied or otherwise used for residential purposes, temporarily or permanently, at any time during which the vehicle is parked in the Community.

D. VEHICLE REPAIRS. No passenger vehicle, pick-up truck, mobile home trailer, utility trailer, recreational vehicle, boat or other vehicle of any kind may be constructed, reconstructed, or repaired on a Lot if visible from a street in the Community or a neighboring Lot. No vehicle repair work performed within a garage may be offensive to persons of ordinary sensitivities by reason of noise or odor. Under no circumstances may an Owner or occupant cause or allow oil or any other automotive fluid to be deposited into a street or storm sewer or to migrate into a street or storm sewer. This paragraph does not prevent common vehicle maintenance as long as the maintenance is begun and completed within a forty-eight (48) hour period.

E. NUISANCES. No Lot or Residential Dwelling or other Improvement on a Lot may have any conspicuous infestation of pests, rodents, insects or other vermin or accumulation of trash, debris or other waste which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents or detrimental to the health or well-being of surrounding residents. No condition or activity is permitted on a Lot which is offensive to surrounding residents of ordinary sensibilities by reason of noise, odor, dust, fumes or the like or which adversely affects the desirability of the Lot on which the condition or activity exists or surrounding Lots. No nuisance is permitted to exist or operate on a Lot. The Board of Directors has the authority to determine whether an activity or condition on a Lot is offensive or an annoyance to surrounding residents of ordinary sensibilities, or is a nuisance, or adversely affects the desirability of the Lot or surrounding Lots, and its reasonable good faith determination will be conclusive and binding on all parties.

F. TRASH; TRASH CONTAINERS. No garbage, recycling or trash or garbage recycling or trash container may be maintained on a Lot so as to be offensive or an annoyance to surrounding residents of ordinary sensibilities, or to be a nuisance, or in such a way it adversely affects the desirability of the Lot or surrounding Lots as determined by the Board of Directors whose determination will be conclusive and binding.. Garbage, recycling and trash made available for collection must be placed in tied trash bags or covered containers, or as otherwise provided in any trash disposal contract entered into by the Association.

G. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes may be erected, placed or maintained on a Lot if visible from a street in the Community or a neighboring Lot at ground level. No clothes may be dried or aired outside if visible from a street in the Community or a neighboring Lot at ground level.

H. ANIMALS. No animals, other than a reasonable number (in the aggregate) of generally recognized house or yard pets, may be maintained on a Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. Provided that, in no event may more than six (6) total combined adult dogs and adult cats (but no more than 4(four) of each) be kept on a particular Lot. Provided further that, no livestock such as horses, cows, sheep, pigs,

goats, waterfowl or poultry of any kind may be kept on a Lot. A Vietnamese potbelly pig is hereby declared not to be a generally recognized house or yard pet and is prohibited. No exotic animal or breed of animal that is commonly recognized to be inherently aggressive or vicious toward other animals and/or humans is permitted in the Community. No unleashed dog is permitted on a street in the Community or on the Common Area. Each dog must be kept either in the Residential Dwelling or other Improvement on the Lot or in a yard fully enclosed by a fence. An "invisible" fence that controls dogs through underground electrical wiring is an acceptable form of maintaining a dog in the yard of a Lot but only if the invisible fence effectively confines the dog(s) of the Owner or occupant of the Lot within the yard of the Lot. No animal is allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of an animal may be constructed or placed on a Lot if visible from a street in the Community or a neighboring Lot at ground level without the prior written consent of the Architectural Control Committee. The Board has the authority to determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet (with the exception of a Vietnamese potbelly pig which is declared in this Section not to be a generally recognized house or yard pet and waterfowl and poultry which are prohibited), an exotic animal, an inherently aggressive or vicious animal, or a nuisance, or whether the aggregate number of animals kept on a Lot is reasonable, and its reasonable, good faith determination will be conclusive and binding on all parties.

I. **RESTRICTION ON FURTHER SUBDIVISION.** The further subdivision of a Lot is prohibited. The conveyance of a portion of a Lot less than the entirety of the Lot as shown on the applicable Plat by an Owner to another party is prohibited.

J. **SIGNS.** No sign may be erected or maintained on a Lot except:

(i) Street signs and such other signs as may be required by law;

(ii) During the time of construction [such time being from the date that construction commences until the fourteenth (14th) day after substantial completion of a new Residential Dwelling or Major Addition on a Lot], one (1) ground-mounted sign having a face area not larger than six (6) square feet located in the front yard of the Lot and extending not more than four (4) feet above the ground;

(iii) One (1) ground-mounted "for sale" or "for lease" sign not larger than six (6) square feet and extending not more than four (4) feet above the ground;

(iv) Ground-mounted political signs as permitted by law; provided that, only one (1) sign for each candidate or ballot item may be displayed on a Lot earlier than the 90th day before the date of the election to which the sign relates or longer than the 10th day after the election date; and

(v) Home security signs, special occasion signs and school organization signs, but only as provided in the Architectural Guidelines.

On ten (10) days written notice to the Owner, the Association has the authority to go upon a Lot and remove and dispose of any sign displayed on the Lot in violation of this Section without liability in trespass or otherwise.

SECTION 2.2. DECORATIONS, MAINTENANCE AND REPAIRS.

A. DECORATIONS. Subject to the provisions of this Declaration, each Owner has the right to modify, alter, repair, decorate, redecorate or improve the Residential Dwelling and other Improvements on such Owner's Lot, provided that all such action is performed with a minimum inconvenience to other Owners and does not constitute a nuisance. Notwithstanding the foregoing, the Board of Directors has the authority to require an Owner to remove or eliminate any object situated on such Owner's Lot or the Residential Dwelling or other Improvement on the Lot that is visible from a street in the Community or another Lot if, in the Board of Directors' sole judgment, such object detracts from the visual attractiveness or desirability of the Community.

B. LOT MAINTENANCE. The Owner or occupant of a Lot must at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. In no event may an Owner or occupant store materials or equipment on a Lot in view from a street or permit the accumulation of garbage, trash or rubbish of any kind thereon. An Owner or occupant may not burn any leaves, trash, debris or the like on a Lot or in a street. The Owner or occupant of a Lot at the intersection of streets, where the rear yard or portion of the Lot is visible to full public view, must construct and maintain a suitable enclosure approved in writing by the Architectural Control Committee to screen yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. The Board of Directors has the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and in accordance with the standards of the Community and the Board of Directors' determination will be conclusive and binding on all parties. In the event the Owner or occupant of any Lot fails to maintain the Lot in a reasonable manner as required by this Section and such failure continues after not less than ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the Lot to be mowed, edged and cleaned, cause the landscaping beds to be weeded and cleaned, cause shrubs and trees to be trimmed or pruned, and do every other thing necessary to secure compliance with the provisions of this Declaration, and may charge the Owner of such Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges is secured by the lien created in Article VI of this Declaration. Interest thereon at the rate of ten percent (10%) per annum or the maximum non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

C. REPAIR OF BUILDINGS. No Residential Dwelling or other Improvement on a Lot is permitted to fall into disrepair. Each Residential Dwelling or other Improvement on a Lot must at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. The Board of Directors has the exclusive authority to determine whether an Owner is maintaining his Lot and the Residential Dwelling and other Improvements on the Lot in a reasonable manner and in accordance with the standards of the Community and the Board of Director's determination will be conclusive and binding on all parties. In the event the Owner of a Lot fails to keep the exterior of the Residential Dwelling or other Improvement on the Lot in good condition and repair, and such failure continues after not less than ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise,

enter upon the Lot and repair and/or paint the exterior of the Residential Dwelling or other Improvement on the Lot and otherwise cause the Residential Dwelling or other Improvement on the Lot to be placed in good condition and repair, and do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of the Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges is secured by the lien created in Article VI of this Declaration. Interest thereon at the rate of ten percent (10%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

ARTICLE III.

GENERAL PROVISIONS RELATING TO DESIGN, CONSTRUCTION AND MATERIALS

SECTION 3.1. BUILDINGS AND OTHER EXTERIOR IMPROVEMENTS.

A. TYPES OF BUILDINGS. No building may be erected, altered, placed or permitted to remain on a Lot other than (i) one detached Residential Dwelling not to exceed the height limitations set forth in Section 3.2, paragraph B, together with an attached or detached private garage for not less than two (2) nor more than four (4) vehicles (subject to the provisions of Section 3.1D), (ii) one (1) permitted accessory building, and (iii) not more than two (2) permitted play structures, all of which are subject to prior written approval by the Architectural Control Committee. A living area on the second level of a garage is prohibited. A separate building on a Lot used or to be used as quarters for a domestic worker, relative of the family occupying the Residential Dwelling on the Lot or any other person is prohibited.

The Residential Dwelling on a Lot adjacent to Voss Road is not permitted to face Voss Road. Further, vehicle access to Voss Road from a Lot adjacent to Voss Road is prohibited.

B. STORAGE. Without the prior written consent of the Architectural Control Committee, no building materials of any kind or character may be placed or stored on a Lot more than fifteen (15) days before the construction of a Residential Dwelling or other Improvement is commenced if visible from the street. All materials permitted to be placed on a Lot must be placed within the property lines of the Lot. After the commencement of construction of any Residential Dwelling or Improvement on a Lot, the work thereon must be prosecuted diligently, to the end that the Residential Dwelling or Improvement does not remain in a partly finished condition any longer than reasonably necessary for completion thereof. For purposes hereof, a Residential Dwelling is deemed to be substantially completed on the date an occupancy permit is issued by any governmental authority having jurisdiction or, if no such occupancy permit is required, the date the Residential Dwelling is ready to be occupied; any other Improvement is deemed to be substantially completed on the date the Improvement is capable of being used for its intended purpose. Upon the completion of the construction, any unused materials must promptly be removed from the Lot.

C. TEMPORARY STRUCTURES; ACCESSORY BUILDINGS. No building or structure of a temporary character, trailer (with or without wheels and whether or not attached to

a foundation), mobile or manufactured home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home or other building, other than the permanent Residential Dwelling, an attached or detached garage, one (1) permitted accessory building approved in writing by the Architectural Control Committee, and not more than two (2) permitted play structures approved in writing by the Architectural Control Committee, may be placed on a Lot, either temporarily or permanently. No residence house, garage or other structure appurtenant thereto may be moved onto a Lot from another location. Provided that, with the prior written approval of the Architectural Control Committee, a construction trailer and/or dumpster may be allowed on a Lot on which a Residential Dwelling or Major Addition is being constructed until such time that the Residential Dwelling or Major Addition is substantially completed.

No permitted accessory building may exceed eight (8) feet in height, measured from the ground to the highest point of the accessory building, or have a ground floor area that exceeds one hundred (100) square feet. An accessory building must be located in the rear yard of the Lot and within the applicable building setbacks. A tree house is permitted only in the rear yard of a Lot. A tree house in the front yard or side yard of a Lot is prohibited.

During construction of a Residential Dwelling, a lockable opaque temporary fencing material of no less than 5 feet in height must be placed around the construction site and shall restrict access to any dumpster from the general public. Further, if a portable toilet is placed on the premises during construction, such portable toilet must be 1) regularly attended/maintained/serviced so as to prevent rodents and/or odors and 2) must be surrounded by an opaque fencing material such that the portable toilet is not visible from ground level.

D. GARAGES/CARPORTS. A carport on a Lot is prohibited. A porte cochere may be permitted on a Lot if approved in writing by the Architectural Control Committee; provided that a porte cochere extend from and is an integral part of the Residential Dwelling or garage from the standpoints of both appearance and construction. Garages must be provided for all Residential Dwellings and in no case may a porte cochere act as or be substituted for a garage. No garage may be placed or maintained on an easement. All garages must be enclosed by metal or wood garage doors with a design that is harmonious in quality and color with the exterior of the appurtenant Residential Dwelling. Each garage on a Lot is required to be used for housing vehicles used or kept by the persons who reside on the Lot.

E. AIR CONDITIONERS. No window, roof or wall type air conditioner that is visible from a street in the Community or a neighboring Lot at ground level may be used, placed or maintained on or in a Residential Dwelling, garage or other Improvement on a Lot.

F. ANTENNAS. Satellite dish antennas which are forty inches (40") or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in the least obtrusive location that allows reception of an acceptable quality signal. All other antennas are prohibited. As used herein, "least obtrusive location" primarily means a location that is not readily visible from the street in front of the Lot, and secondarily means, in the case of a corner Lot, a location that is not readily visible from the side street. The provisions of this Section are intended to be consistent with the Telecommunications Act of 1996 (the "Act") and FCC Regulations promulgated under the Act, as the same currently exist or may

hereafter be amended; the provisions of this Section will be construed to be as restrictive as possible without violating the provisions of the Act or applicable FCC Regulations.

G. EXTERIOR FINISH. The exterior of a Residential Dwelling constructed on a Lot after the date this Declaration is recorded and the garage attached to such Residential Dwelling must be comprised of at least sixty percent (60%) brick, stone, or masonry material. For purposes of this Declaration, stucco is a masonry material, and EFIS is not a masonry material. The exterior of an addition to a Residential Dwelling or attached garage constructed after the date this Declaration is recorded must be (i) comprised of at least sixty percent (60%) brick, stone, or masonry material or (ii) comprised of such percent of brick, stone or masonry materials that when the addition is completed, the total of the Residential Dwelling, the attached garage and the addition will be comprised of at least sixty percent (60%) brick, stone, or masonry material.

When computing the percentage of brick, stone or masonry material, the area which comprises a door or window opening will be considered to be comprised of the material which encloses the door or window (i.e., the frame). If a garage is a detached garage or is connected to a Residential Dwelling by means of a covered walkway or other similar structure, the perimeter of the Residential Dwelling will be computed as if the garage did not exist.

Concrete and concrete block may not be used as an exposed building surface unless the exposed concrete and/or concrete block is covered by exterior materials or siding permitted under this Declaration and approved in writing by the Architectural Control Committee.

H. EXTERIOR LIGHTING. Exterior lighting on a Lot may not be installed in a manner that unreasonably disturbs the Owner or occupant of an adjacent or neighboring Lot. The Board reserves the right to require the removal or modification of any lighting which the Board, in its reasonable, good faith judgment determines to be annoying to the Owner or occupant of another Lot. Exterior security lighting must comply with the requirements set forth in the Architectural Guidelines. Outside lighting must be replaced with fixtures that comply with the requirements set forth in the Architectural Guidelines.

I. MAILBOXES. The mailbox on a Lot must comply with the requirements set forth in the Architectural Guidelines and must be attached to the Residential Dwelling itself (not in the front yard itself or on a post) and in compliance with the United States Post Office rules and regulations for mailboxes/mail slots.

J. ROOFS AND ROOFING MATERIALS. All Residential Dwellings, garages and other buildings must be roofed with composition shingles unless otherwise approved in writing by the Architectural Control Committee. Wood shingles are prohibited. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least twenty-five (25) years. Shingles must have a laminated design. Three-tab shingles are prohibited. Shingles must be dark brown, light brown, dark gray, or light gray tones; blue, green, red and white shingle colors are prohibited. 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. Ridge vents are encouraged to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required. All roof protrusions, such as vents and roof jacks, must be painted to match the shingles. With the prior written approval of the Architectural Control Committee, an

Owner may install shingles ("Alternative Shingles") which are designed to (a) be wind and hail resistant; (b) provide heating or cooling efficiencies greater than traditional composition shingles; or (c) provide solar energy capture capabilities. Any such Alternative Shingles must (a) resemble the shingles used or authorized to be used on other Residential Dwellings, garages and other buildings within the Community, (b) be more durable than and of equal or superior quality to the shingles used or authorized to be used on other Residential Dwellings, garages and other buildings within the Community, and (c) match the aesthetics of properties surrounding the Owner's property. Slate, tile and metal roofing material may be used as Alternative Shingles at the discretion of and prior written approval of the Architectural Control Committee.

K. CHIMNEYS. The materials used for a chimney in the Residential Dwelling or other Improvement must be approved in writing by the Architectural Control Committee. An exterior chimney is deemed to be a part of the Residential Dwelling or other Improvement and, therefore, must be located in compliance with applicable setbacks.

L. WINDOW TREATMENTS AND DOORS. Replacement windows and windows installed in an addition to or modification of a Residential Dwelling or other Improvement must be approved in writing by the Architectural Control Committee and comply with the Architectural Guidelines with the exception that replacement of windows that are of the same style and grade need not require Architectural Control Committee approval. Bronze reflective glass and mirrored glazing or tinting are not permitted on the exterior of a Residential Dwelling or other Improvement on a Lot. No foil or other reflective material may be installed on any windows or used for sunscreens, blinds, shades or other purposes except as approved in writing by the Architectural Control Committee. Security bars are not permitted on the exterior of windows or doors. Screen doors may not be used on the front of a Residential Dwelling. An aluminum or metal door with a glass front (e.g., storm door) is permitted on the front of a Residential Dwelling so long as the door is approved in writing by the Architectural Control Committee prior to installation and the door does not have a screen or bars.

M. MECHANICAL EQUIPMENT. All mechanical equipment, including, without limitation, air conditioning units, utility pedestals, meters, transformers, and pool equipment, must be located, to the extent possible, at the side or rear of each Residential Dwelling, out of view, or screened from view with evergreen shrubs in a manner approved by the Architectural Control Committee.

N. PLAY STRUCTURES. For the purposes hereof, a children's play structure means any type of children's swing set, play set, climbing structure, slide, raised play structure, and play fort. Each children's play structure must be located in the rear yard of the Lot. Without additional Architectural Control Committee approval, the maximum height of a children's play structure may not exceed fifteen (15) feet measured from the ground to the highest point of the roof of the structure. No children's play structure may be located nearer to a property line than five (5) feet; provided that, the Architectural Control Committee has the authority to require a children's play structure to be located farther from a property line than five (5) feet when deemed necessary to minimize visibility from an adjacent Lot and/or noise. No stationary play structure may be located on a utility easement (excluding the aerial easement) or on a drainage easement. No children's play structure may be located on a Lot in a manner that causes water to flow to an adjacent Lot.

A tree house is permitted only in the rear yard of the Lot. A tree house in the front or side yard of a Lot is prohibited.

O. SEASONAL DECORATIONS. Seasonal or holiday decorations must be reasonable in quantity and scope and may be displayed on a Lot or Residential Dwelling or other Improvement on a Lot only for a reasonable period of time before and after the holiday to which the holiday decorations relate. In the event of a dispute as to either the quantity or scope of decorations displayed on a Lot or the duration of the display, the reasonable, good faith decision of the Board of Directors concerning whether the quantity or scope of the decorations is reasonable or whether the duration of the display of the decorations is reasonable will be conclusive and binding on all parties.

P. SWIMMING POOLS AND OTHER WATER AMENITIES. No swimming pool, outdoor hot tub, reflecting pond, sauna, whirlpool, lap pool or other water amenity may be constructed, installed, and maintained on a Lot without the prior written approval of Architectural Control Committee. A waterfall or similar amenity on a Lot may not extend more than six (6) feet above grade. A permanent, above-ground swimming pool on a Lot is prohibited. Fountains, reflecting ponds, bird baths and statues are prohibited in the front yards of Lots and, if the case of a corner Lot, the side yard adjacent to the side street. A swimming pool, outdoor hot tub, reflecting pond, sauna, whirlpool, lap pool or other water amenity must be regularly maintained and treated with chemicals so that the water amenity is at all times usable and the water is at all times clear.

Q. DRIVEWAYS AND SIDEWALKS. All driveways on a Lot must provide reasonable vehicular access to the garage. All doorway approaches, front porches, driveways, and driveway approaches on a Lot which are visible from a street in the Community must be constructed of poured concrete, unless other materials are approved in writing by the Architectural Control Committee prior to construction. Asphalt driveways and driveway approaches are prohibited unless replacing existing asphalt. Chert, gravel and/or loose stone driveways and driveway approaches are prohibited unless edged by concrete or other solid edging and approved by the Architectural Control Committee in writing. Sidewalks at the street or within ten feet of the street are prohibited regardless of material unless otherwise required by city ordinance. No driveway on a Lot may be painted. A driveway may be stained with the prior written approval of the Architectural Control Committee. All doorway approaches, driveways and driveway approaches on a Lot must be properly maintained, repaired and replaced by the Owner of the Lot. The Board of Directors has the authority to determine whether a front porch, doorway approach, driveway, driveway approach, or sidewalk on a Lot is being properly maintained in accordance with the standards of the Community and the Board's reasonable, good faith determination will be conclusive and binding on all parties. A motor court on a Lot is prohibited unless approved in writing by the Architectural Control Committee before construction. For purposes of this Section, a "motor court" means an area adjacent to a driveway for the purpose of parking one (1) or more vehicles.

R. EXTERIOR COLORS. The color(s) of paint and color impregnation proposed to be used on the exterior of a Residential Dwelling or other Improvement on a Lot must be approved in writing by the Architectural Control Committee prior to application. Iridescent colors or tones

considered to be brilliant are prohibited. For purposes hereof, "brilliant" means a color or tone that is not considered to be a forest tone or earth tone.

S. BASKETBALL GOALS, BASKETBALL COURTS AND SPORT COURTS.

Dedicated basketball courts and sport courts are prohibited unless in the rear of a Lot and not visible from the street or adjoining properties when viewed from the eye level standing on the ground. Nothing in this paragraph prohibits the playing of basketball or other sports in one's own driveway. Basketball goals may not be placed such that basketball is played in the street.

T. SIGHT-LINE OBSTRUCTIONS. No hedge or shrubbery planting may obstruct or interfere with traffic or yard-to-yard sight-lines between the street and the front setback of Improvements on each Lot. The determination of whether any such traffic or sight-line obstruction exists may be made by the Architectural Control Committee and its reasonable, good faith determination will be conclusive and binding on all parties. If the Architectural Control Committee determines that a traffic or sight-line obstruction exists, the Owner of the Lot in question is required to take appropriate action to eliminate the obstruction.

SECTION 3.2. SIZE AND LOCATION OF RESIDENCES; PARTICULAR FEATURES.

A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. The minimum allowable area of interior living space in a Residential Dwelling is two thousand five hundred (2,500) square feet. For purposes of this Declaration, the term "interior living space" means the air-conditioned area and excludes steps, porches, exterior balconies, and garages.

B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING. No Residential Dwelling may exceed a reasonable height required for two (2) stories of living space (above finished grade) plus a pitched roof. No Residential Dwelling may have more than two (2) stories of living space above finished grade, except in a case where a third (3rd) story of living space is contained within the volume of the space above the second story living area of the Residential Dwelling as originally designed and constructed. Provided that, in no event may a one-story Residential Dwelling exceed twenty-four (24) feet above finished grade; in no event may a one and one-half story Residential Dwelling exceed thirty (30) feet in height above finished grade; and in no event may a two-story Residential Dwelling exceed thirty-five (35) feet above finished grade. For the purposes of this paragraph only, the finished grade (and the therefore also the respective maximum allowable height) may be increased to the extent, but only to the extent, required by City of Houston, Harris County, or Corps of Engineers ordinance, rule, regulation, code, or building permit that mandates the elevation of a particular Residential Dwelling due to the location of the Residential Dwelling in a flood zone or floodplain (for example, if a building permit issued by the City of Houston requires a 2.5 foot elevation in grade of a particular proposed Residential Dwelling because of its location in/near a floodplain, if proposed as a one-story Residential Dwelling it would not be allowed to exceed twenty-six 1/2 (26.5) feet above finished grade; if proposed as a one and one-half story Residential Dwelling it would not be able to exceed thirty-two 1/2 (32.5) feet in height above finished grade; and if proposed as a two-story Residential Dwelling it would not be able to exceed thirty-seven 1/2 (37.5) feet above finished grade).

C. LOCATION OF IMPROVEMENTS; SETBACKS.

- (i) Front Setbacks. No Residential Dwelling or other Improvement (other than sidewalks, driveways and landscaping) may be located nearer to the front property line of a Lot than the setback shown on the applicable Plat.
- (ii) Rear Setbacks. No Residential Dwelling or other Improvement (other than a fence and landscaping) may be located nearer to the rear property line of a Lot than five (5) feet or the interior edge of a utility easement shown on the applicable Plat, whichever distance is greater.
- (iii) Side Setbacks. No Residential Dwelling or other Improvement (other than a fence and landscaping) may be located nearer to a side property line of a Lot than five (5) feet, except on a corner Lot, in which case no Residential Dwelling or other Improvement (other than a fence and landscaping) may be located nearer to the side property line adjacent to the side street than the building setback line shown on the Plat.

D. LOT COVERAGE. The Footprint of the Residential Dwelling, garage, and any other Improvement, excepting the driveway and front door approaches, may not exceed, in the aggregate, fifty percent (50%) of the total area of the Lot.

SECTION 3.3. WALLS, FENCES AND GATES.

A. FENCES. No fence or wall may be constructed on a Lot without the prior written approval of the Architectural Control Committee. No fence or wall that faces the street in front of a Lot may be nearer to the front Lot line than the closest corner of the Residential Dwelling on the Lot. No fence or wall may be located nearer to the side street adjacent to a corner Lot than the side building setback. No fence may be closer to the street than the Residential Dwelling set back such that it interferes with or block front yard sight-lines within the Community. A chain link or wire fence, in whole or in part, on a Lot is prohibited. A concrete block fence or wall must have an applied exterior finish approved by the Architectural Control Committee on the outside (visible side of the fence or wall).

B. MAINTENANCE OF FENCES. Ownership of any fence or wall erected on a Lot will pass with title to such Lot and it is the Lot Owner's responsibility to maintain, repair or replace, as necessary, such fence or wall. If a fence is located on the property line separating two (2) Lots, the Owners of the two (2) Lots have equal responsibility to maintain, repair and/or replace the fence. In the event the Owner or occupant of any Lot fails to maintain or repair a fence or wall on the Lot in a reasonable manner as required by this Section or, if necessary, replace the fence or wall, and such failure continues after ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, go onto the Lot and cause the fence or wall to be maintained, repaired or replaced and to do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of such Lot for the cost of such work. The Board of Directors has the exclusive authority to determine whether an Owner is maintaining a fence or wall on his Lot in a reasonable manner and in accordance with the standards of the Community, and whether a fence or wall requires maintenance, repair or replacement, and the Board of Directors' determination will be conclusive

and binding on all parties. The Owner agrees by the purchase of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges is secured by the lien created in Article VI of this Declaration. Interest thereon at the rate of ten percent (10%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

SECTION 3.4. DRAINAGE. No Owner of a Lot is permitted to construct Improvements on such Lot or to grade such Lot or to permit such Lot to remain in or be placed in a condition that rainwater falling on the Lot drains onto another Lot. It is the intent of this provision to preserve natural drainage.

ARTICLE IV. **ARCHITECTURAL APPROVAL**

SECTION 4.1. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee will consist of three (3) members, two (2) of whom must be members of the Board of Directors of the Association and the third member being a member of the Association selected by the Board of Directors of the Association. The Board of Directors of the Association has the authority to remove persons from the Architectural Control Committee and to appoint other persons to serve in that capacity as it deems appropriate.

SECTION 4.2. APPROVAL OF IMPROVEMENTS REQUIRED. Plans for the Residential Dwelling and other Improvements to be constructed on a Lot, including an addition to or modification of the Residential Dwelling or other Improvement on a Lot, must be submitted to and approved by the Architectural Control Committee.

The Architectural Control Committee has the authority to approve or disapprove any Plans upon any ground consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations; failure to comply with any of the provisions of this Declaration; failure to provide requested information; objection to exterior design, appearance or materials; objection on the ground of incompatibility of any such proposed Improvement with the general plan and scheme of development for the Community; objection to the location of any proposed Improvement; objection to the landscaping plan for such Lot; objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of the Residential Dwelling or other Improvement; or any other matter which, in the sole judgment of the Architectural Control Committee, would render the proposed Residential Dwelling or other Improvement inharmonious with the general plan and scheme of development for the Community. The Architectural Control Committee has the authority to approve any submitted Plans with conditions or stipulations by which the Owner of such Lot is obligated to comply and must be incorporated into the Plans for such Residential Dwelling or other Improvement. Approval of Plans by the Architectural Control Committee for Improvements on a particular Lot will not be deemed an approval or otherwise obligate the Architectural Control Committee to approve similar Plans for proposed Improvements for another Lot.

The Architectural Control Committee may not give a binding approval of improvements to a person or entity that is not an Owner, but who instead is a prospective owner or potential purchaser of property within the Community.

The Association is authorized to charge a fee (the "**Submission Fee**") for the review of Plans; the Submission Fee may vary for different types of proposed Improvements and the required scope of the review.

Any revisions, modifications or changes in Plans previously approved by the Architectural Control Committee must be approved anew by the Architectural Control Committee in the same manner specified above.

If construction of a Residential Dwelling or other Improvement has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing related construction work) within one-hundred eighty (180) days of approval by the Architectural Control Committee of the Plans for such Residential Dwelling or other Improvement, then no construction may be commenced (or continued) on such Lot and the Owner of such Lot is required to resubmit all Plans for any Residential Dwelling or other Improvement to be constructed on the Lot to the Architectural Control Committee for approval in the same manner specified above. The Architectural Control Committee can extend the time for substantial commencement on request of the Owner of the Lot.

It is the responsibility of the Owner and/or the Owner's contractor to obtain all permits required by the City of Houston for the work encompassed within Plans approved by the Architectural Control Committee. The approval of Plans does not constitute a warranty or representation as to compliance with applicable building codes or regulations, nor does approval constitute a warranty or representation that the necessary permits will be issued on the basis of such Plans.

SECTION 4.3. ADDRESS OF COMMITTEE. The address of the Architectural Control Committee will be the address of the Association as set forth in its most current recorded Management Certificate.

SECTION 4.4. FAILURE OF COMMITTEE TO ACT ON PLANS. Plans for a proposed Improvement on a Lot will be deemed to be approved by the Architectural Control Committee unless (a) a written disapproval, (b) a written request for additional information or materials, or (c) a written notice of an extension of the approval period which may not exceed thirty (30) days, is transmitted to the Owner by the Architectural Control Committee within sixty (60) days after the date the Architectural Control Committee receives the Plans. Notwithstanding the foregoing, such deemed approval will not (a) apply to any of the use restrictions set forth in this Declaration or (b) authorize an Owner to construct an Improvement on a Lot in violation of an express provision in this Declaration or the Architectural Guidelines, such as, by way of example and not in limitation, the height limitation for a Residential Dwelling or a setback. The Architectural Control Committee at all times retains the right to object to an Improvement on a Lot that violates any provision in this Declaration or the Architectural Guidelines.

An applicant has the right to appeal an adverse decision of the Architectural Control Committee to the Board of Directors. The Board of Directors has the authority to adopt procedures for appeals of decisions of the Architectural Control Committee. In the event of an appeal, the decision of the Architectural Control Committee will remain in effect during the pendency of the appeal. The decision of the Board of Directors will be conclusive and binding on all parties.

SECTION 4.5. ARCHITECTURAL GUIDELINES. Architectural Guidelines may include minimum acceptable standards for different types of Improvements; however, the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvement than those set forth in the Architectural Guidelines. The Architectural Guidelines will become effective upon the recording in the Official Public Records of Real Property of Harris County, Texas. The Architectural Guidelines may be amended and supplemented in the manner provided in the Architectural Guidelines. If a provision in the Architectural Guidelines conflicts with a provision in this Declaration, the provision in this Declaration will control. However, the Architectural Guidelines and this Declaration are to be construed to harmonize provisions and avoid conflicts.

SECTION 4.6. PROSECUTION OF WORK AFTER APPROVAL. After approval of a proposed Improvement on a Lot, the proposed Improvement must be prosecuted diligently and continuously and in strict conformity with the description of the proposed Improvement in the Plans submitted to and approved by the Architectural Control Committee. Excepting Saturdays and Sundays, construction activity may occur not earlier than 7:00 a.m. on any day and not later than the earlier of 8:00 p.m. or sundown. On Saturdays, construction activity may occur not earlier than 8:00a.m. and not later than the earlier of 8:00 p.m. or sundown. On Sundays, construction activity may occur not earlier than 10:00a.m. and not later than the earlier of 8:00 p.m. or sundown. As used herein, "construction activity" includes staging activities and clean-up and loading activities.

SECTION 4.7. NOTICE OF COMPLETION. Promptly upon completion of the Improvement on a Lot, the Owner must deliver a written notice of the completion of the Improvement ("**Notice of Completion**") to the Architectural Control Committee stating the date the Improvement was completed. The date of the first meeting the Architectural Control Committee holds after delivery of the Notice of Completion will be the date the Architectural Control Committee is deemed to have received the Notice of Completion. If the Notice of Completion fails to state a completion date, the date the Architectural Control Committee receives the Notice of Completion will be deemed to be the completion date of the Improvement, provided the Improvement is, in fact, completed as of such date.

SECTION 4.8. NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the Architectural Control Committee finds that any Improvement on a Lot has been constructed or undertaken without obtaining the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the Plans approved by the Architectural Control Committee, or is not being reasonably diligently and continuously prosecuted after approval, the Architectural Control Committee will notify the Owner in writing of the noncompliance ("**Notice of Noncompliance**"), which notice will be given, in any event, within ninety (90) days after the Architectural Control Committee receives a Notice of Completion from

the Owner. The Notice of Noncompliance will specify the particulars of the noncompliance and will require the Owner to take such action as may be necessary to remedy the noncompliance. If the Owner does not comply with the Notice of Noncompliance within the period specified by the Architectural Control Committee in the Notice of Noncompliance, the Association may, acting through the Board of Directors, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove the noncomplying Improvement on the Lot; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Owner must reimburse the Association upon demand for all expenses incurred therewith, plus fees and interest as provided in Section 6.2 of this Declaration. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) will be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise. Any expenses incurred by the Association as result of the Owner's noncompliance will be secured by the lien established in Article VI of this Declaration.

SECTION 4.9. FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION. If, for any reason other than the Owner's act or neglect, the Architectural Control Committee fails to notify the Owner of any noncompliance within ninety (90) days after receipt by the Architectural Control Committee of a written Notice of Completion from the Owner, the Improvement on a Lot will be deemed in compliance if the Improvement on a Lot in fact was completed as of the date of Notice of Completion; provided, however, that no such deemed approval will authorize an Owner to construct or maintain an Improvement on a Lot that violates any provision in this Declaration or the Architectural Guidelines, the Architectural Control Committee at all times retaining the right to object to an Improvement on a Lot that violates any provision in this Declaration or the Architectural Guidelines.

SECTION 4.10. INSPECTION OF WORK. The Architectural Control Committee or its duly authorized representative has the right, but not the obligation, to inspect an Improvement on a Lot before or after completion, provided that the right of inspection will terminate ninety (90) days after the Architectural Control Committee has received a notice of completion from the Owner.

SECTION 4.11. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the Architectural Control Committee or by the Board of Directors will constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors. Specifically, the approval by the Architectural Control Committee of an Improvement on a Lot will not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement on another Lot or any similar Plans, submitted with respect to any other Improvement on a Lot.

SECTION 4.12. POWER TO GRANT VARIANCES. The Architectural Control Committee may authorize variances from compliance with any of the provisions of Article II of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the reasonably diligent and continuing prosecution of construction of Improvements on a Lot, or similar restrictions, when circumstances

such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be approved in writing. If any such variance is granted, no violation of the provisions of this Declaration will be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance will not (a) operate to waive any of the provisions of this Declaration for any purpose except as to the particular Lot and the particular provision covered by the variance, (b) affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, or (c) affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 4.13. NONLIABILITY FOR ARCHITECTURAL CONTROL COMMITTEE ACTION. None of the members of the Architectural Control Committee, the Association, or any member of the Board of Directors are liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing a matter, the Architectural Control Committee does not inspect, guarantee or warrant the workmanship of the Improvement, including its design, construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the Improvement is suitable or fit for its intended purpose.

SECTION 4.14. SUBSURFACE CONDITIONS. The approval of Plans by the Architectural Control Committee for a Residential Dwelling or other Improvement on a Lot will not be construed in any respect as a representation or warranty by the Architectural Control Committee or Declarant to the Owner submitting such Plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvement contemplated by such Plans. It is the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of a Lot for the construction of any contemplated Improvement thereon.

ARTICLE V. MANAGEMENT AND OPERATION OF COMMUNITY

SECTION 5.1. MANAGEMENT BY ASSOCIATION. The affairs of the Community will be administered by the Association. The Association has the right, power and obligation to provide for the management, administration, and operation of the Community as herein provided for and as provided for in the Articles of Incorporation, the Bylaws, and the Rules and Regulations. The business and affairs of the Association will be managed by its Board of Directors. The Association, acting through the Board, is entitled to enter into such contracts and agreements concerning the Community as the Board deems reasonably necessary or appropriate to maintain and operate the Community in accordance with the provisions of this Declaration, including without limitation, the authority to enter into agreements for maintenance, trash pick-up, repair, administration, patrol services, traffic, or other matters affecting the Community.

SECTION 5.2. MEMBERSHIP IN ASSOCIATION. Each Owner of a Lot, whether one or more persons or entities, will upon and by virtue of becoming such Owner, automatically become and remain a Member of the Association until his ownership ceases for any reason, at which time

his membership in the Association will automatically cease. Membership in the Association is mandatory and appurtenant to and will automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 5.3. VOTING RIGHTS OF MEMBERS. Each Member is entitled to one (1) vote per Lot owned on each matter submitted to a vote of the Members. No Owner is entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Lot in the Community to the Secretary of the Association. In the event that ownership interests in a Lot are owned by more than one (1) Member of the Association, such Members may exercise their right to vote in such manner as they may among themselves determine, but in no event may more than one (1) vote be cast for each Lot. Such Members must appoint one of them as the Member who is entitled to exercise the vote of that Lot at any meeting of the Association. Such designation must be made in writing to the Board of Directors and will be revocable at any time by actual written notice to the Board. The Board is entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one (1) Member of the Association, and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, then the Member exercising the vote for the Lot will be deemed to be designated to vote on behalf of the Members having an ownership interest in the Lot. All Members of the Association may attend meetings of the Association and all Members may exercise their vote at such meetings either in person or proxy. Any person who occupies a Residential Dwelling on a Lot in the Community but is not an Owner may attend meetings of the Association and serve on committees (other than the Architectural Control Committee). Fractional votes and split votes are not permitted. Cumulative voting is not permitted.

SECTION 5.4. MEETINGS OF THE MEMBERS. Annual and special meetings of the Members of the Association will be held at such place and time and on such dates as specified or provided in the Bylaws.

SECTION 5.5. PROFESSIONAL MANAGEMENT. The Board has the authority, but not the obligation, to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the management, administration and operation of the Community as provided for in this Declaration and in the Bylaws.

SECTION 5.6. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith will not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

SECTION 5.7. IMPLIED RIGHTS; BOARD AUTHORITY. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration or its Articles of Incorporation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Declaration, the Articles of Incorporation, the Bylaws or applicable law specifically requires a vote of the membership.

The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration or mediation in matters pertaining to (a) Common Areas or other areas in which the Association has or assumes responsibility pursuant to the provisions of this Declaration, (b) enforcement of this Declaration, the Rules and Regulations, and the Architectural Guidelines, or (c) any other civil claim or action. However, no provision in this Declaration or the Articles of Incorporation or Bylaws will be construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

SECTION 5.8. STANDARD OF CONDUCT. The Board of Directors, the officers of the Association, and the Association have a duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Declaration, Articles of Incorporation, Bylaws and the laws of the State of Texas, will be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing will not be a breach of duty on the part of the Director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court may not substitute its judgment for that of the Director, officer or committee member. A court may not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

ARTICLE VI.

MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

SECTION 6.1. MAINTENANCE FUND. All Annual Maintenance Charges collected by the Association and all interest, penalties, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund will be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Community and the Owners of Lots therein. The Board may, by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management, and operation of the Community; for the maintenance, repair and improvement of the Common Area; for the maintenance of any easements granted to the Association; for the enforcement of the provisions of this Declaration by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Community and the Lots therein. The Board and its individual members are not liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

SECTION 6.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGES AND ASSESSMENTS. Each and every Lot in the Community is hereby severally subjected to and impressed with an Annual Maintenance Charge in an amount to be determined annually by the Board, which Annual Maintenance Charge will run with the land. Each Owner of a Lot, by accepting a deed to any such Lot, whether or not it is so expressed in such deed, is hereby

conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the Annual Maintenance Charges and other assessments levied against his Lot and/or assessed against him by virtue of his ownership thereof, as the same becomes due and payable, without demand. The Annual Maintenance Charges and other assessments herein provided for is a charge and a continuing lien upon each Lot, together with all Improvements thereon, as hereinafter more particularly stated. Each Annual Maintenance Charge or other assessment, together with interest, late charges, costs, and reasonable attorney's fees, is also the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such Annual Maintenance Charge or assessment accrued, but no Member is personally liable for the payment of any Annual Maintenance Charge or assessment made or becoming due and payable after his ownership ceases. No Member is exempt or excused from paying any such Annual Maintenance Charge or assessment by waiver of the use or enjoyment of the Common Area, or any part thereof, or by abandonment of his Lot or his interest therein.

SECTION 6.3. BASIS AND MAXIMUM ANNUAL MAINTENANCE CHARGE. Until January 1 of the year immediately following the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, the maximum Annual Maintenance Charge will be in an amount determined by the Association. From and after January 1 of the year immediately following the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, the maximum Annual Maintenance Charge may be automatically increased, effective January 1 of each year, by an amount equal to a five percent (5%) increase over the prior year's maximum Annual Maintenance Charge without a vote of the Members of the Association. From and after January 1 of the year immediately following the date this Declaration is recorded in the Official Public Records of Real Property of Harris County, Texas, the maximum Annual Maintenance Charge may be increased above five percent (5%) only if (a) approved in writing by a majority of the Members or (b) by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Annual Maintenance Charge at an amount not in excess of the maximum amount established pursuant to this Section. The Annual Maintenance Charge levied against each Lot must be uniform.

SECTION 6.4. DETERMINATION OF ANNUAL MAINTENANCE CHARGE. On or before the 31st day of December in each year, the Board of Directors of the Association is required to set and give notice of the amount of the Annual Maintenance Charge to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge must be sent to every Owner. Provided that, the failure to fix the amount of an Annual Maintenance Charge or to send written notice thereof to all Owners will not affect the authority of the Association to levy Annual Maintenance Charges or to increase Annual Maintenance Charges as provided in this Declaration. Rather, if the Board of Directors does not set the amount of the Annual Maintenance Charge for a particular year, the rate for the preceding year will continue in effect until the Board sets a new rate.

SECTION 6.5. SPECIAL ASSESSMENTS. If the Board at any time, or from time to time, determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for the continued operation of the Community or any other purposes contemplated by this Declaration, including capital improvements, repairs and replacements, then the Board has

the authority to levy a Special Assessment as it deems necessary to provide for such continued maintenance and operation of the Community. No Special Assessment will be effective until the same is approved by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at meeting of the Members called for that purpose at which a quorum is present. Special Assessment will be payable in the manner determined by the Board and the payment thereof is subject to interest, late charges, costs and attorney's fees, secured by the continuing lien established in this Article, and enforceable in the manner herein specified for the payment of the Annual Maintenance Charges.

SECTION 6.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE/ SUBORDINATION OF LIEN. The Annual Maintenance Charge assessed against each Lot is due and payable on or before the first (1st) day of each January. Any Annual Maintenance Charge which is not paid and received by the Association by the thirty-first (31st) day of each January thereafter is deemed to be delinquent, and, without notice, bears interest at the rate of ten percent (10%) per annum or the maximum, non-usurious rate, whichever is less, from the date originally due until paid. Either in addition to or in lieu of interest, the Board of Directors of the Association has the authority to impose a monthly late charge on any delinquent Annual Maintenance Charge. To secure the payment of the Annual Maintenance Charge and Special Assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, costs, late charges, attorney's fees), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereon for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section and the superior title herein reserved is deemed subordinate to any Mortgage for the purchase of the Lot and any renewal, extension, rearrangements or refinancing of such purchase money Mortgage. The collection of such Annual Maintenance Charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees will be chargeable to and be a personal obligation of the defaulting Owner. Notice of the lien referred to in the preceding paragraph may, but is not required to, be given by recording in the Official Public Records of Real Property of Harris County, Texas an affidavit, duly executed, and acknowledged by a duly authorized representative of the Association, setting forth the amount then owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure. At any judicial foreclosure the Association is entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot is required to pay a reasonable rent for the use of such Lot and such occupancy will constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale is entitled to the appointment of a receiver to collect such rents and, further, is entitled to sue for recovery of possession of such Lot by forcible detainer.

SECTION 6.7. NOTICE OF SUMS OWING. Upon the written request of an Owner, the Association may provide to such Owner a written statement setting out the then current total of all Annual Maintenance Charges, Special Assessments, and other sums, if any, owing by such Owner with respect to his Lot. In addition to such Owner, the written statement from the Association so advising the Owner may also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information. The Association is entitled to charge the Owner a reasonable fee for such statement.

SECTION 6.8. FORECLOSURE OF MORTGAGE. In the event of a foreclosure of a Mortgage on a Lot that is superior to the continuing lien created for the benefit of the Association pursuant to this Article, the purchaser at the foreclosure sale is not responsible for Annual Maintenance Charges, Special Assessments, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors is responsible for Annual Maintenance Charges, Special Assessments, and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

SECTION 6.9. ADMINISTRATIVE FEES AND RESALE CERTIFICATES. The Board of Directors of the Association may establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lot in the Community and changing the ownership records of the Association ("Administrative Fee"). An Administrative Fee must be paid to the Association or the managing agent of the Association, if agreed to by the Association, upon each transfer of title to a Lot. The Administrative Fee must be paid by the purchaser of the Lot, unless otherwise agreed by the seller and purchaser of the Lot. The Association also has the authority to establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a Lot. The fee for a Resale Certificate must be paid to the Association or the managing agent of the Association, if agreed to by the Association. The fee for a Resale Certificate is in addition to, not in lieu of, the Administrative Fee.

ARTICLE VII. INSURANCE; SECURITY

SECTION 7.1. GENERAL PROVISIONS. The Board has the authority to determine whether or not to obtain insurance for the Association and, if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance will be an expense of the Association which is paid out of the Maintenance Fund.

SECTION 7.2. INDIVIDUAL INSURANCE. Each Owner, tenant or other person occupying a Residential Dwelling is responsible for insuring the Owner's Lot and Residential Dwelling, its contents and furnishings. Each Owner, tenant or other person occupying a Residential Dwelling is, at the Owner's cost and expense, responsible for insuring against the liability of such Owner, tenant or occupant.

SECTION 7.3. SECURITY. THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND ATTORNEYS, ("ASSOCIATION AND

RELATED PARTIES") WILL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE COMMUNITY. THE ASSOCIATION AND RELATED PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. OWNERS, LESSEE AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO RESIDENTIAL DWELLINGS AND TO THE CONTENTS OF THEIR RESIDENTIAL DWELLING AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

ARTICLE VIII.

FIRE OR CASUALTY: REBUILDING

SECTION 8.1. REBUILDING. In the event of a fire, flood or other casualty causing damage or destruction to the Residential Dwelling or other Improvement on a Lot, the Owner of such damaged or destroyed Residential Dwelling or Improvement must, within ninety (90) days after such fire, flood or casualty (or such longer period if agreed to in writing by the Board of Directors), contract to repair or reconstruct the damaged portion of Residential Dwelling or Improvement and cause the Residential Dwelling or Improvement to be fully repaired or reconstructed in accordance with the original Plans therefor, or in accordance with new Plans presented to and approved by the Architectural Control Committee, and must promptly commence repairing or reconstructing such Residential Dwelling or Improvement, to the end that the Residential Dwelling or Improvement does not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or

destroyed Residential Dwelling or Improvement must be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction (or such longer period if agreed to in writing by the Board of Directors). In the event that the repair and reconstruction of the Residential Dwelling or Improvement has not been commenced within ninety (90) days after such fire or casualty (or such longer period if agreed to in writing by the Board of Directors), and the damaged or destroyed Residential Dwelling or Improvement has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association, upon thirty (30) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, has the authority, but not the obligation, to enter upon the Lot, raze the Residential Dwelling or Improvement and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling or Improvement and to restore the Lot to its original condition, plus fifty percent (50%) of such costs for overhead and supervision, will be charged to the Owner's assessment account, secured by the lien created in Article VI of this Declaration and collected in the manner provided in Article VI of this Declaration. Interest thereon at the rate of ten percent (10%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

ARTICLE IX.

DURATION, AMENDMENT, ANNEXATION AND MERGER

SECTION 9.1. DURATION. The provisions of this Declaration will remain in full force and effect until January 1, 2040, and will be extended automatically for successive ten (10) year periods; provided however, that the provisions of this Declaration may be terminated on January 1, 2040, or on the commencement of any successive ten (10) year period by filing for record in the Official Public Records of Real Property of Harris County, Texas, an instrument in writing signed by Owners representing not less than ninety percent (90%) of the Lots in the Community.

SECTION 9.2. AMENDMENT. The provisions of this Declaration may be amended at any time by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than a majority of the Lots have approved such amendment, in writing, setting forth the amendments, and duly recorded in the Official Public Records of Real Property of Harris County, Texas. In the event that there are multiple Owners of a Lot, the written approval of an amendment to this Declaration may be reflected by the signature of a single co-Owner. Any legal challenge to the validity of an amendment to this Declaration must be initiated by filing a suit not later than one (1) year after the date the amendment document is recorded in the Official Public Records of Real Property of Harris County, Texas.

ARTICLE X.

MISCELLANEOUS

SECTION 10.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration will remain in full force and effect.

SECTION 10.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, include natural persons and corporations, entities and associations of every

kind and character, and the singular includes the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 10.3. ARTICLES AND SECTIONS. Article and section headings in this Declaration are for convenience of reference and will not affect the construction or interpretation of this Declaration. Unless the context otherwise requires references herein to articles and sections are to articles and sections of this Declaration.

SECTION 10.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof will impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 10.5. LIMITATION OF LIABILITY. Notwithstanding anything provided herein to the contrary, neither the Architectural Control Committee, the Association, nor any agent, employee, representative, member, officer or director thereof, has any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any Plans submitted, reviewed, or approved in accordance with the provisions of Article IV above, (b) any defects, structural or otherwise, in any work done according to such Plans, (c) the failure to approve or the disapproval of any Plans, or other data submitted by an Owner for approval pursuant to the provisions of Article IV, (d) the construction or performance of any work related to such Plans, (e) bodily injuries (including death) to any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or occupant, or other damage to any Residential Dwelling, Improvements or the personal property of any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or occupant, which may be caused by, or arise as result of, any defect, structural or otherwise, in a Residential Dwelling or Improvements or the Plans thereof or any past, present or future soil and/or subsurface conditions, known or unknown and (f) any other loss, claim, damage, liability or expense, including court costs and attorney's fees suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of a Lot, Residential Dwelling, or any other Improvements situated thereon.

SECTION 10.6. ENFORCEABILITY. The provisions of this Declaration run with the Community and are binding upon, inure to the benefit of, and are enforceable by the Association, each Owner and occupant of a Lot in the Community, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. Provided that, only the Association has the authority to enforce the Association's lien for non-payment of Annual Maintenance Charges and other sums. If notice and an opportunity to be heard are given, the Association is entitled to impose reasonable fines for violations of the provisions of this Declaration, the recorded Rules and Regulations of the Association, and the Architectural Guidelines and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions of this Declaration, the recorded Rules and Regulations, and the Architectural Guidelines. Such fines, fees and costs will be added to the Owner's assessment account and collected in the manner provided in Article VI of this Declaration. In the event any one or more persons, firms, corporations or other entities violates or attempts to violate any of the

provisions of this Declaration, the Rules and Regulations or the Architectural Guidelines, the Association and/or each Owner or occupant of a Lot within the Community, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

SECTION 10.7. INTERPRETATION. The provisions of this Declaration will be liberally construed to give effect to their purposes and intent.

SECTION 10.8. EXISTING VIOLATIONS. The following shall apply to any circumstance, condition, or improvement which exists prior to the date this instrument is recorded:

- A. A circumstance, condition, or improvement exists prior to the date this instrument is recorded which is not in compliance with the provisions of this instrument but is in compliance with the provisions of the Superseding Declaration will not be required to be abated, removed, or modified.
- B. A circumstance, condition, or improvement exists prior to the date this instrument is recorded and which is not in compliance with the provisions of this instrument and is also not in compliance with the provisions of the Superseding Declaration will be required to be abated, removed, or modified pursuant to this instrument; and the Association has the authority to proceed with or initiate action with respect to any such out-of-compliance circumstance, condition, or improvement.
- C. A circumstance, condition, or improvement exists prior to the date this instrument is recorded and which is in compliance with the provisions of this instrument and is not in compliance with the provisions of the Superseding Declaration will not be required to be abated, removed or modified.
- D. Provided that, if any such circumstance, condition, or improvement above is voluntarily or involuntarily removed, abated, or discontinued after the date this instrument is recorded, the circumstance, condition, or improvement may not be renewed or replaced in a manner that violates the provisions of this instrument.

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CERTIFICATION

I, the undersigned, being the Secretary of Charnwood, Sections One (1), Two (2) and Three (3), do hereby certify that the foregoing "Amended and Restated Declaration of Covenants, Conditions, Restrictions for Charnwood, Sections One (1), Two (2) and Three (3)" was duly approved by the Board of Directors and by the Owners of a majority of all Lots in the Association.

IN WITNESS WHEREOF, I have subscribed my name on the date shown below to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas. (61)

CHARNWOOD CIVIC CLUB, INC.
a Texas non-profit corporation

10w

Date: 3/21/21

By: Alicia Reggie Freysinger

Printed: Alicia Reggie Freysinger

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

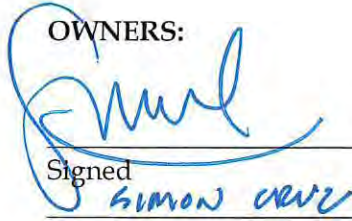
BEFORE ME, the undersigned notary public, on this 21 day of March, 2021 personally appeared Alicia Freysinger, Secretary of Charnwood Civic Club, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

Ret Charnwood
1415 S. Voss Rd #110-159
Houston TX 77057

OWNERS:



Signed

SIMON CREE

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Lot, Block, Section, Address:

Lot 1, Block 1, Section 1
7502 Creekwood Drive

10R

Lot 2, Block 1, Section 1
7506 Creekwood Drive

Lot 3, Block 1, Section 1
7508 Creekwood Drive

Lot 4, Block 1, Section 1
7512 Creekwood Drive

Signed

Lot 5, Block 1, Section 1
7518 Creekwood Drive

Printed Name

Signed

Printed Name

Signed

JAMES R. MCCORD III

Printed Name

Lot 6, Block 1, Section 1
7520 Creekwood Drive

10R

Signed

Printed Name

Signed

B.F. SAMSON

Printed Name

Lot 1, Block 2, Section 1
7501 Creekwood Drive

10R

Signed

Printed Name

Signed

Thomas Mitchell

Printed Name

Lot 2, Block 2, Section 1
7505 Creekwood Drive

10R

Signed

Printed Name

Claudia M. Roeser
Signed
CLAUDIA M. ROESER
Printed Name

Lot 3, Block 2, Section 1
7509 Creekwood Drive

1GR

Signed

Printed Name

Lot 4, Block 2, Section 1
7513 Creekwood Drive

Signed

Printed Name

Signed

Printed Name

Lot 5, Block 2, Section 1
7517 Creekwood Drive

Signed

Printed Name

Signed

Printed Name

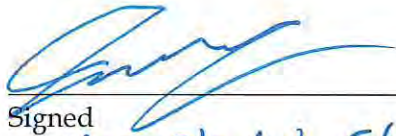
Lot 6, Block 2, Section 1
7521 Creekwood Drive

Signed

Printed Name

Signed

Printed Name


Signed _____
Joseph W. Fleece
Printed Name

Lot 7, Block 2, Section 1
7526 Middlewood Drive

10R

Signed _____
Printed Name

Signed _____
Printed Name

Lot 8, Block 2, Section 1
7522 Middlewood Drive

Signed _____
Printed Name

Signed _____
Printed Name

Lot 9, Block 2, Section 1
7518 Middlewood Drive

Signed _____
Printed Name

Signed _____
Printed Name

Lot 10, Block 2, Section 1
7514 Middlewood Drive

Signed _____
Printed Name



Signed

Blair Jeffrey

Printed Name

Lot 11, Block 2, Section 1
7510 Middlewood Drive

10R

Signed

Printed Name

Signed



Printed Name

Signed

Printed Name

Lot 12, Block 2, Section 1
7506 Middlewood Drive

10R

Signed

Printed Name

Lot 13 Block 2, Section 1
7502 Middlewood Drive

Signed

Printed Name

Signed

Printed Name

Lot 1, Block 3, Section 1
7501 Middlewood Drive

Signed

Printed Name

Signed

Printed Name

Lot 2, Block 3, Section 1
7505 Middlewood Drive

Signed

Printed Name

Signed

Printed Name

Lot 3, Block 3, Section 1
7509 Middlewood Drive

Signed

Printed Name

↓


Signed
Matt Coscio


Printed Name

Lot 4, Block 3, Section 1
7513 Middlewood Drive

10R

Signed

Printed Name

↓

SIGNED Sharon Schwartz

Printed Name

Lot 5, Block 3, Section 1
7517 Middlewood Drive

10R

Signed

Printed Name

Sandra Flato
Signed
Sandra Flato
Printed Name

Lot 6, Block 3, Section 1
7521 Middlewood Drive

10R

Signed

Printed Name

Mary Joyce Killinger
Signed

Lot 7, Block 3, Section 1
7525 Middlewood Drive

Printed Name
MARY "JOYCE" KILLINGER
Signed

10R

Printed Name

Signed

Printed Name

Lot 1, Block 4, Section 1
7702 Woodway Drive

Signed

Printed Name

Signed

Printed Name

Lot 2, Block 4, Section 1
7706 Woodway Drive

Signed

Printed Name

Signed _____

Lot 3, Block 4, Section 1
7710 Woodway Drive

Printed Name _____

Signed _____

Printed Name _____

Nancy S. Lewicki

Lot 4, Block 4, Section 1
7714 Woodway Drive

Signed _____
NANCY S. LEWICKI

10R

Printed Name _____

Signed _____

Printed Name _____

Lot 5, Block 4, Section 1
7718 Woodway Drive

Signed _____

Printed Name _____

Signed _____

Printed Name _____

Lot 6, Block 4, Section 2
7722 Woodway Drive

Signed _____

Printed Name _____

Signed _____

Printed Name _____

Signed W. Bandy
Printed Name William W. Bandy

Lot 7, Block 4, Section 2
7726 Woodway Drive

10R

Signed _____
Printed Name _____

Signed _____
Printed Name _____

Lot 8, Block 4, Section 2
7802 Woodway Drive

Signed _____
Printed Name _____

Signed [Signature]
Printed Name Charles P. Mohler

Lot 9, Block 4, Section 3
7806 Woodway Drive

10R

Signed _____
Printed Name _____

Signed [Signature]
Printed Name WILLIAM PHILIP THOMPSON

Lot 10, Block 4, Section 3
7810 Woodway Drive

10R

Signed _____
Printed Name _____

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Lot 11, Block 4, Section 3
7814 Woodway Drive

Lot 8, Block 3, Section 1
7719 Woodway Drive

Lot 10, Block 5, Section 3
7807 Woodway Drive

Lot 9, Block 3, Section 2
7534 Briar Rose Drive



Signed

Matt Rosser

Printed Name

Lot 10, Block 3, Section 2
7530 Briar Rose Drive

10R

Signed

Printed Name



Signed

Stephen A. GRAY

Printed Name

Lot 11, Block 3, Section 2
7524 Briar Rose Drive

10R

Signed

Printed Name

Signed

Printed Name

Lot 12, Block 3, Section 2
7522 Briar Rose Drive

Signed

Printed Name



Signed

Amy Glaeser

Printed Name

Lot 13, Block 3, Section 2
7516 Briar Rose Drive

10R

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Signed

Printed Name

Lot 14, Block 3, Section 2
7510 Briar Rose Drive

Lot 15, Block 3, Section 2
7508 Briar Rose Drive

Lot 16, Block 3, Section 2
7506 Briar Rose Drive

Lot 17, Block 3, Section 2
7502 Briar Rose Drive

Signed

Lot 1, Block 5, Section 2
7501 Briar Rose Drive

Printed Name

Signed

Printed Name

Signed

Lot 2, Block 5, Section 2
7505 Briar Rose Drive

Printed Name

Signed

Printed Name

Signed

Lot 3, Block 5, Section 2
7509 Briar Rose Drive

Printed Name

10R

Signed

Printed Name

Signed

Lot 4, Block 5, Section 2
7515 Briar Rose Drive

Printed Name

10R

Signed

Printed Name

Signed

Lot 5, Block 5, Section 2
7517 Briar Rose Drive

Printed Name

Signed

Printed Name

Laranda Woll

Lot 6, Block 5, Section 2
7521 Briar Rose Drive

Signed

Laranda Walker

Printed Name

102

Signed

Printed Name

Signed

Lot 7, Block 5, Section 2
7525 Briar Rose Drive

Printed Name

Signed

Printed Name

Signed

Lot 8, Block 5, Section 2
7529 Briar Rose Drive

Printed Name

Signed

Printed Name


Signed

Lot 9, Block 5, Section 2
7533 Briar Rose Drive

Printed Name

Signed

Printed Name



Signed
Mr. Hunter Sage
Printed Name

Lot 11, Block 5, Section 3
7554 Inwood Drive

10R

Signed

Printed Name

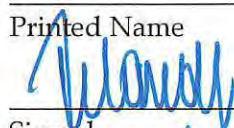

Signed
KYLE Hicks
Printed Name

Lot 12, Block 5, Section 3
7546 Inwood Drive

10R

Signed

Printed Name



Signed
Roberto Veloso
Printed Name

Lot 13, Block 5, Section 3
7538 Inwood Drive

10R

Signed

Printed Name

Signed 
Printed Name Charles H. DeCham

Lot 14, Block 5, Section 3
7534 Inwood Drive

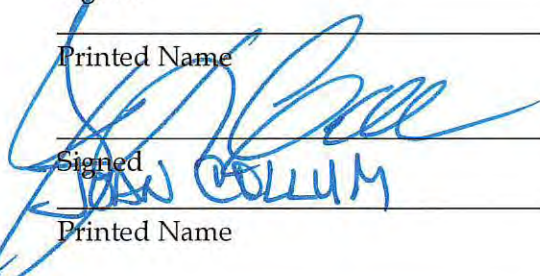
10R

Signed _____
Printed Name _____

Signed _____
Printed Name _____

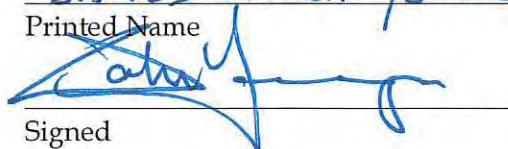
Lot 15, Block 5, Section 3
7530 Inwood Drive

Signed _____
Printed Name _____

Signed 
Printed Name JOHN COLLUM

Lot 16, Block 5, Section 3
7526 Inwood Drive


10R

Signed _____
Printed Name JAMES GAWEN YOUNGER
Signed 
Printed Name _____

Lot 17, Block 5, Section 3
7522 Inwood Drive

10R

Signed _____
Printed Name _____



Signed
MICHAEL MELDRUM
Printed Name

Lot 18, Block 5, Section 3
7518 Inwood Drive

10R

Signed

Printed Name

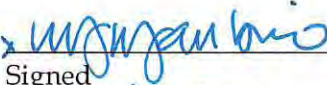

Signed
JASON P. KEYSER
Printed Name

Lot 19, Block 5, Section 3
7514 Inwood Drive

10R

Signed

Printed Name


Signed
MARIANA LUJAMBIO
Printed Name

Lot 20, Block 5, Section 3
7510 Inwood Drive

10R

Signed

Printed Name

Signed

Printed Name

Lot 21, Block 5, Section 3
7506 Inwood Drive

Signed

Printed Name

Signed

Lot 22, Block 5, Section 3
7502 Inwood Drive

Printed Name

Signed

Printed Name



Lot 1, Block 6, Section 3
7503 Inwood Drive

Signed

Theodore S Grant

Printed Name

10R

Signed

Printed Name



Lot 2, Block 6, Section 3
7507 Inwood Drive

Signed

Sally K. Mason

Printed Name

10R

Signed

Printed Name



Lot 3, Block 6, Section 3
7511 Inwood Drive

Signed

MARK H. KELLY

Printed Name

10R

Signed

Printed Name

Kevin Leck
Signed Kevin Leck
Printed Name

Lot 4, Block 6, Section 3
7515 Inwood Drive

10R

Signed

Printed Name

William H. Fowler
Signed WILLIAM H. FOWLER
Printed Name

Lot 5, Block 6, Section 3
7519 Inwood Drive

10R

Signed

Printed Name

Milton H. Weston
Signed MILTON H. WESTON
Printed Name

Lot 6, Block 6, Section 3
7523 Inwood Drive

10R

Signed

Printed Name

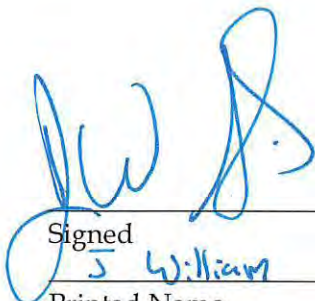
Signed

Printed Name

Lot 7, Block 6, Section 3
7527 Inwood Drive

Signed

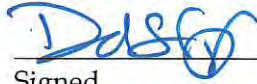
Printed Name


Signed _____
Printed Name J. William Sikora

Lot 8, Block 6, Section 3
7531 Inwood Drive

10R


Signed _____
Printed Name _____


Signed _____
Printed Name David S. Freysinger

Lot 9, Block 6, Section 3
7535 Inwood Drive

10R

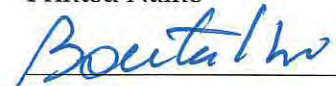
Signed _____
Printed Name _____


Signed _____
Printed Name DAWN BOEHLER

Lot 10, Block 6, Section 3
7539 Inwood Drive

10R


Signed _____
Printed Name _____


Signed _____
Printed Name SAID N. BOUTALBI

Lot 11, Block 6, Section 3
7543 Inwood Drive

10R

Signed _____
Printed Name _____

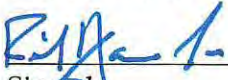

Signed _____
William Douglas Masterson
Printed Name

Lot 12, Block 6, Section 3
7547 Inwood Drive

102

Signed _____

Printed Name _____


Signed _____
Rick Harmon, Jr.
Printed Name

Lot 13, Block 6, Section 3
7551 Inwood Drive

102

Signed _____

Printed Name _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared Charles Peckhan and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.

10R



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

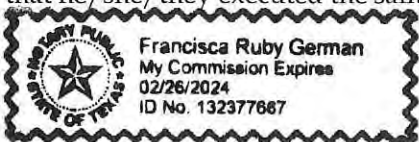
BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared Amy Glauser and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared Mark Kelly and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared Milton West and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.

10R



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

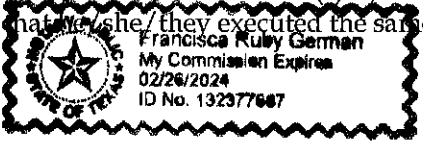
BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared Robert Velasco and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared Simon Cruz and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared Boutbi, Said and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.

10R



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared R. Thomas Mitchell and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

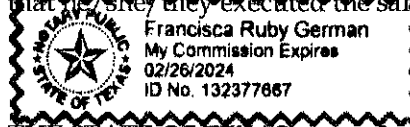
BEFORE ME, the undersigned notary public, on this 28th day of Feb., 2021 personally appeared Stephen A. Gray and _____, known to me to be the person(s) whose name(s) is/ are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared William H. Sase and _____, known to me to be the person(s) whose name(s) is/ are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed. 10R



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared David S. Freysinger and _____, known to me to be the person(s) whose name(s) is/ are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared Jason Keyser and _____, known to me to be the person(s) whose name(s) is/ are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed. 10R



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this ²⁹~~20~~th day of Feb., 2021 personally appeared Carlos Ruiz and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.

10R



Francisca R. German
Notary Public in and for the State of Texas

§
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared Glen Waltrip and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.

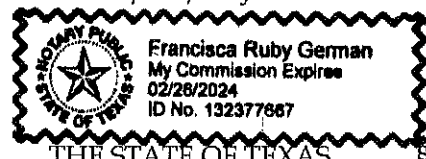
10R



Francisca R. German
Notary Public in and for the State of Texas

§
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of Feb., 2021 personally appeared Joan Cullum and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

§
§
COUNTY OF HARRIS §

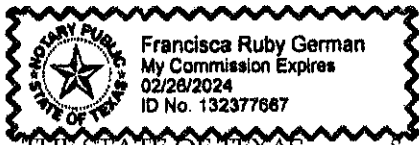
BEFORE ME, the undersigned notary public, on this 28th day of Feb., 2021 personally appeared Kevin Leck and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

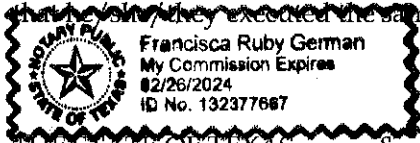
BEFORE ME, the undersigned notary public, on this 28th day of Feb., 2021 personally appeared William Bandy and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed. 10R



Francisca R German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of Feb., 2021 personally appeared William Thompson and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed. 10R



Francisca R German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared William Fowler and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed. 10R



Francisca R German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of February, 2021 personally appeared Nancy Levicki and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed. 10R



Francisca R German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

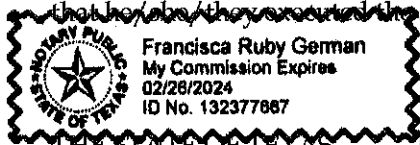
BEFORE ME, the undersigned notary public, on this 28 day of Feb., 2021 personally appeared Bernard Samson and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of Feb., 2021 personally appeared Joseph Fleece and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed. 10R



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of Feb., 2021 personally appeared Sandra D. Flato and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed. 10R



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of Feb., 2021 personally appeared Blair Jeffrey and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

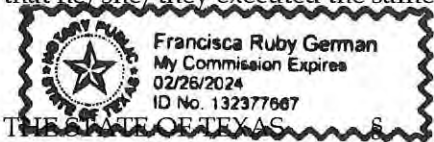
BEFORE ME, the undersigned notary public, on this 28th day of Feb., 2021 personally appeared Steven Morisak and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

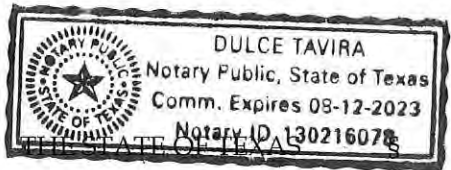
BEFORE ME, the undersigned notary public, on this 28th day of Feb., 2021 personally appeared Sharon Schwartz and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

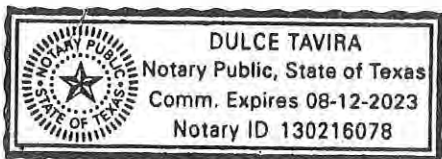
BEFORE ME, the undersigned notary public, on this ~~28th~~ 7th day of ~~Feb.~~ March, 2021 personally appeared Dawn Boeneler and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Dulce Tavira
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

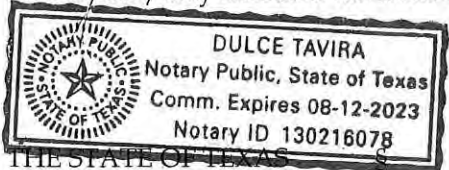
BEFORE ME, the undersigned notary public, on this 7th day of March, 2021 personally appeared J William Sikora and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Dulce Tavira
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

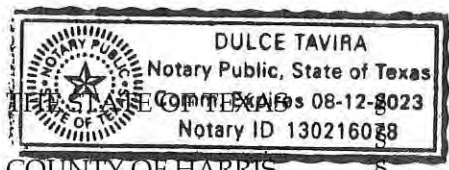
BEFORE ME, the undersigned notary public, on this 7th day of March, 2021 personally appeared Mariana Lujambio and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

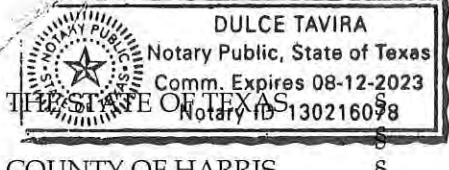
BEFORE ME, the undersigned notary public, on this 7th day of March, 2021 personally appeared James McCord III and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

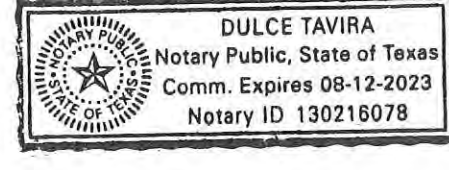
BEFORE ME, the undersigned notary public, on this 7th day of March, 2021 personally appeared Matt Rosser and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 7th day of March, 2021 personally appeared Rick Harmon and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



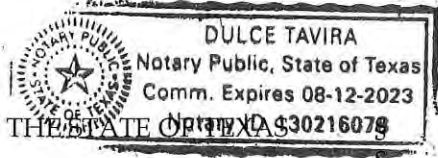
[Signature]
Notary Public in and for the State of Texas

10R

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 7th day of March, 2021 personally appeared Gallan Younger and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.

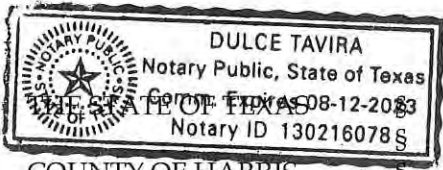
10R



[Signature]
Notary Public in and for the State of Texas

§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 7th day of March, 2021 personally appeared Theodore S. Grant and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 7th day of March, 2021 personally appeared Michael Meldrum and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 21st day of March, 2021 personally appeared William Douglas Masterson and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

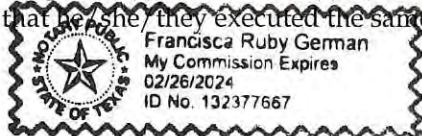
BEFORE ME, the undersigned notary public, on this ^{21st} ~~7th~~ day of March, 2021 personally appeared Claudia Rosier Roeser and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca Ruby German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this ^{21st} ~~7th~~ day of March, 2021 personally appeared Laranda Walker and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this ^{21st} ~~7th~~ day of March, 2021 personally appeared Sally Mason and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

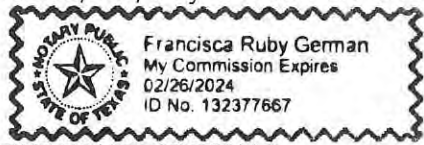
BEFORE ME, the undersigned notary public, on this ^{21st} ~~7th~~ day of March, 2021 personally appeared Mohler, Charles and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 21 day of March, 2021 personally appeared Mary Joyce Killinger and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca Ruby German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 21 day of March, 2021 personally appeared Matt Coscio and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 21 day of March, 2021 personally appeared Kyle Hicks and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.



Francisca R. German
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this ___ day of _____, 2021 personally appeared _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and in the capacity therein expressed.

Notary Public in and for the State of Texas

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

FILED FOR RECORD

9:10:35 AM

Tuesday, March 23, 2021



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

Tuesday, March 23, 2021



COUNTY CLERK
HARRIS COUNTY, TEXAS