

**RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CONCORD BRIDGE NORTH, SECTION TWO**

STATE OF TEXAS            §  
  §  
COUNTY OF HARRIS       §

WHEREAS, Concord Bridge Homeowners' Association, Inc., (the "Association"), a Texas nonprofit corporation, is the governing entity for Concord Bridge North, Section Two, a subdivision, in Harris County, Texas, according to the map or plat thereof recorded in the Map Records of Harris County, Texas, under Clerk's File No. R391687 and Film Code No. 368023, along with any amended plat or replats thereof (the "Subdivision"); and

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Concord Bridge was adopted, established, and promulgated by Concord Land Development, Ltd., a Texas limited partnership (the "Declarant"), and was recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. R774110; and

WHEREAS due to the ending of the period of the Declarant's involvement, the current owners of the Lots in Concord Bridge North, Section Two hereinafter desire to restate and consolidate these restrictions, conditions and covenants into one document, for ease of reference by the Association and its Member; and

WHEREAS the provisions of the aforementioned Instrument recorded in the Real Property Records of Harris County, Texas, under Clerk's File Nos. R391687, remain in full force and effect as they appear in the Real Property Records of Harris County, this Instrument merely restates that Instruments for the convenience of the Association and its Members;

NOW, THEREFORE, pursuant to the foregoing recitals, the Association, through its Board of Directors adopts the following as the Restated Declaration of Covenants, Conditions, and Restrictions of Concord Bridge North, Section Two.

**ARTICLE I**  
**Definitions**

Section 1. Specific Definitions.

"Annexed" shall mean, with respect to any portion of the Property, the annexation of such portion of the Property to (a) the Existing Concord Bridge Subdivision and (b) the jurisdiction of the Association, both pursuant to a signed annexation agreement by and between Developer and the Association filed in the real property records of Harris County, Texas.

RP-2021-417728

"Annual Assessment" shall mean the assessment levied pursuant to Article IX, Section 3 hereof.

"Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which, by the terms of this Declaration or any plat, declaration, agreement or instrument pertaining to the Property and the Existing Concord Bridge Subdivision, or by contract or agreement with any Person, are or become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property, or easements (pipeline, power, utility, etc.) may be part of the Area of Common Responsibility.

"Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of the Association, as filed with the Secretary of State of the State of Texas, as subsequently amended.

"Assessment" shall mean an Annual Assessment or a Special Assessment. "Assessments" shall mean the Annual Assessment and the Special Assessment.

"Association" shall mean Concord Bridge Homeowners' Association, a Texas non-profit corporation, its successors or assigns.

"Board of Directors" or "Board" shall mean the elected body of the Association having its normal meaning under Texas law.

"Builder" shall mean each Owner who (a) purchases a Lot directly from Developer, (b) is in the construction business, and (c) has a contractual obligation to Developer to build a Dwelling Unit on the Lot owned by such Owner.

"By-Laws" shall mean and refer to the By-Laws of the Association, as they may be amended from time to time.

"Common Area" shall mean all real property and improvements within the Property, if any, owned or leased by the Association or Developer, formally dedicated for the common use of the Owners and the Developer. As of the date of this Declaration, Reserves "A," "B," and "C," and depicted on the Plat are Common Area. Common Areas shall also include all common areas located within the Existing Concord Bridge Subdivision.

"Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners and owners of lots in the Existing Concord Bridge Subdivision including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and/or the Articles of Incorporation.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property, which may be more specifically determined by the Architectural Review Committee.

"Developer" shall mean and refer to CONCORD LAND DEVELOPMENT, LTD., a Texas limited partnership, or its successors, successors-in-title or assigns who take title to any portion of the Property for the purpose of development and/or sale and are designated as the Developer hereunder in an instrument executed by the immediately preceding Developer recorded in the Official Public Records of Real Property of Harris County, Texas.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Concord Bridge North, as same may be subsequently amended pursuant to Article XII, Section 2 hereof.

"Dwelling Unit" shall mean a residential building designed for, and limited and restricted to, occupancy by a single family on a Lot, not including an accessory building or garage. A mobile home is not a Dwelling Unit.

"Existing Concord Bridge Subdivision" shall mean all lots, restricted reserves, common areas and other property more particularly described in the following recorded plats and subject to the following restrictive covenants recorded in the real property records of Harris County, Texas:

<u>NAME</u>	<u>PLAT</u>	<u>RESTRICTION</u>
Concord Section 1	Bridge, Vol. 295, P. 96 Map Records	Clerk's File #G934452
Concord Section 2 & 3	Bridge, Vol. 314, P. 24-25 Map Records	Clerk's File #H804603
Concord Section 4	Bridge, Vol. 320, P. 91 Map Records	Clerk's File #J536493
Concord Section 5 & 7	Bridge, Vol. 325, P. 115-116 Map Records	Clerk's File #J746082
Concord Section 6	Bridge, Vol. 334, P. 114 Map Records	Clerk's File #N249903
Concord Section 8	Bridge, Film Code # 353130 Map Records	Clerk's File #P03691

together with any other property or properties which may be annexed by the Association to the jurisdiction of the Association and the Existing Concord Bridge Subdivision.

"General Land Use Plan" shall mean and refer to the plan for the development of the Property prepared by Kerry R. Gilbert & Associates, Inc., as it may be amended from time to time, which plan includes the Plat.

"Improvement to Property" includes, without limitation: (a) the construction, installation or erection of any building, structure, fence, Dwelling Unit or other Improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, fence, or other Improvements; (c) the grading, excavation, filling, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion, change or alteration of any previously

RP-2021-417728

approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by (i) this Declaration, (ii) the Minimum Construction Standards, or (iii) the Rules and Regulations.

"Improvements" shall mean all structures and any appurtenances thereto of every type or kind, which are visible on a Lot, including, but not limited to: a Dwelling Unit, buildings, outbuildings, swimming pools, spas, hot tubs, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, poles, signs, exterior tanks, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or dish, microwave television antenna, and landscaping that is placed on and/or visible from any Lot.

"Lot" shall mean and refer to any plot or tract of land shown upon any recorded map(s) or plat(s) of the Property, as same may be amended from time to time, which is designated as a lot therein and which is or will be improved with a Dwelling Unit in conformity with the building restrictions set forth herein.

"Maintenance Fund" shall mean any accumulation of the Annual Assessments collected by the Association in accordance with the provisions of this Declaration together with interest, attorneys' fees, penalties and other sums and revenues collected by the Association pursuant to the provisions of this Declaration.

"Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

"Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed affecting a Lot.

"Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

"Mortgagor" shall mean and refer to any Owner who gives a Mortgage.

"Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot, but excluding in all cases any Mortgagee or other party holding an interest merely as security for the performance of an obligation. For the purpose of exercising all privileges of membership in the Association, privileges of ownership are exclusive to each Owner unless otherwise conveyed to a specific Person in writing, with a copy of such written authority given to the Association.

"Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

"Plans" shall mean the final construction plans and specifications (including a related site plan) of any Dwelling Unit, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any Lot.

RP-2021-417728

" Plat" shall mean the official plat or replat of Concord Bridge North Section Two, filed of record at County Clerk's File Number R391687 of the Official Public Records of Real Property of Harris County, Texas (Film Code No. 368023 of the Map Records of Harris County, Texas), and any subsequent replats thereof.

"Property" shall mean all of the real property described in the Plat, together with any improvements thereon and any appurtenances thereto.

"Rules and Regulations" shall mean those rules and regulations which may be established uniformly for both the Property and the Existing Concord Bridge Subdivision from time to time by the Board of Directors pursuant to this Declaration.

"Special Assessment" shall mean the assessment levied pursuant to Article IX, Section 5 hereof.

Section 2. Other Defined Terms. Other terms which are defined herein shall have the meanings given in this Declaration.

## ARTICLE II

### Rights to Common Area and Acreage

Section 1. Use of Common Area. Each Owner and the Developer shall have a nonexclusive right to use, access and enjoy the Common Area, which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

(a) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees (which fees shall be separate from Assessments) for the use of any recreational facility situated upon the Common Area;

(b) The right of the Board to suspend the right of an Owner to vote and to use any facilities or services provided by the Association in the event an Owner is delinquent in the payment of an Assessment, as more particularly set forth in the By-Laws; and

(c) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to the terms of this Declaration.

(d) This Declaration, as it may be amended from time to time.

Section 2. Delegation. Any Owner may delegate his or her right of use and enjoyment of Common Area to the members of his or her family, lessees and social invitees, as applicable.

Section 3. Conveyances to and by the Association. Developer shall convey legal title to all of Common Area located within the Property to the Association, free and clear of all encumbrances except those contemplated by this Declaration. The Association shall be obligated to accept title to, operate and maintain the Common Area conveyed to the Association as

elsewhere provided in this Declaration. The Common Area may not be conveyed or encumbered by the Association without the approval of 67% of the votes of the Members.

ARTICLE III  
Establishment of General Plan

Section 1. General Plan and Declaration. This Declaration is hereby established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Property, and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. Developer, for itself, its successors, and assigns, and the Additional Parties hereby declare that the Property and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof. The Lots and Common Areas in the Property shall be subject to the jurisdiction of the Association. The Additional Parties hereby consent to the Property being Annexed.

Section 2. Equitable Servitudes. The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot, and the Common Areas within the Property, as a servient estate, for the benefit of each and every other Lot and all Common Areas, as the dominant estate.

Section 3. Covenants Appurtenant. The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall be binding upon and inure to the benefit of: (a) the Property; (b) Developer and its successors and assigns; (c) the Association and its successors and assigns; and (d) all Persons (including the Additional Parties and Owners) having, or hereafter acquiring, any right, title, or interest in all or any portion of the Property and their heirs, executors, successors, and assigns.

ARTICLE IV  
Management and Operation of Property

Section 1. Management by Association.

(a) Generally. The affairs of the Property shall be administered and managed by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Property as herein provided for and as provided for in the Articles of Incorporation, Bylaws, and the Rules and Regulations. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the event of a conflict between the Articles of Incorporation or the Bylaws and the provisions of the Declaration, the provisions of the Declaration shall control. The principal purposes of the Association are the collection, expenditures, and management of the Maintenance Fund, enforcement of the restrictions contained herein (as same may, from time to time, be amended), providing for the maintenance and preservation of the Area of Common Responsibility and the facilities of

the Association, ensuring architectural control of the Lots, and establishing a method for the administration, maintenance, preservation, use and enjoyment of the Property.

(b) Additional Powers of the Association. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Property as the Board deems reasonably necessary or appropriate to maintain and operate the Property in accordance with the Declaration, including without limitation, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest. In addition to other powers granted the Board of Directors herein or in the Articles of Incorporation, the Board of Directors of the Association shall also have the power to create procedures for resolving disputes between Owners or occupants of Dwelling Units, including appointment of committees to consider or reconsider resolutions of any disputes. The Association, acting through its Board of Directors, shall also have the power to make and to enforce Rules and Regulations governing the use of the Property, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. The Rules and Regulations shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the majority of the total votes of the Association.

(c) Area of Common Responsibility. The Association, subject to the rights of the Developer and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Area of Common Responsibility and all Improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

(d) Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Developer.

(e) Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 2. Board of Directors. The business and affairs of the Association shall be managed by and the decisions and actions of the Association shall be made or taken by the Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, Articles of Incorporation, or the Bylaws. The number, term, and qualifications of the members of the Board of Directors shall be governed by the Articles of Incorporation and the Bylaws.

Section 3. Membership in Association. Each Owner, whether one person or more, of a Lot shall upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership. Membership in the Association shall not include Mortgagees or other persons having an interest merely as a security for the performance of an obligation. Each Owner is required to provide and maintain at all times with the Association, or its designated management agent, current information regarding such Owner's address and phone number and the name, address and phone number of the occupant or property manager, if any, of each Lot owned.

Section 4. Voting and Membership Limitations. The Association shall have one (1) class of Members. Each Owner (including Developer) shall be a Member. Each Member shall be entitled to one (1) vote for each Lot owned by such Member in the Property; provided-, however, when more than one person holds an interest in any Lot, all such persons shall be Members, and the single vote for such Lot shall be exercised by the one (1) natural person named by them as they among themselves determine from time to time by written notice executed by them, given to the Association in the manner prescribed by it from time to time, but in no event shall more than one (1) vote be cast with regard to any Lot owned Member.

Section 5. Voting. Unless otherwise stated herein, in the Articles, in the By-Laws, or required by law, any action which requires the approval of the Members of the Association shall require the approval of a majority of the votes of all Members eligible to be cast and represented at any duly called meeting. Any action of the Board shall require the approval of a majority of the total members thereon. Any Owner who is delinquent in the payment of any Assessment shall not be entitled to vote during any period in which such Assessment is delinquent.

Section 6. Compensation of Board. No person serving on the Board shall be entitled to compensation for services performed; however, (a) any member of the Board may be reimbursed for his actual expenses incurred in the performance of his duties, and (b) the Board may employ one or more architects, engineers, land planners, management companies, accountants, bookkeepers, attorneys or their consultants to assist the Board in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Board, such payment to be made out of the Assessments.

Section 7. Power to Enforce Declaration and Rules and Regulations. The Association shall have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause compliance by each Member and each member's family, guests, or tenants. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Lot within the Property after notice (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonably or unnecessary interference with the lawful possession, use, or enjoyment of the Improvements situated thereon by the Owner or any other Person), without liability by the Association to Owner thereof, for the purpose of enforcement of

RP-2021-417728

this Declaration or Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by exclusion, after notice, of any Member or Member's family, guests, or tenants from use of any recreational facilities in the Common Areas during and for up to thirty (30) days following any breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants, unless the breach is a continuing breach in which case, such exclusion shall continue for so long as such breach continues; (e) by suspension, after notice, of the voting rights of a Member during and for up to thirty (30) days following any breach by such Member or Member's family, guests, or tenants, of this Declaration or such Rules and Regulations unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; and (f) by levying and collecting, after notice, reasonably and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's family, guests, or tenants, for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guest, or tenants.

Section 8. Power to Grant Easements. Declarant, while Declarant owns the Common Area and thereafter the Association, shall have the power to grant access, utility, drainage, water, facility, cable television, and other such easements in, on, over, or under the Common Area.

Section 9. Right of Entry; Enforcement by Self Help. The Association shall have the right, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any unoccupied, vacant or abandoned Lot, including any Improvements located thereon, if deemed reasonably necessary by the Board of Directors of the Association for emergency, health, safety and/or security purposes to make repairs to Improvements, secure the Property or abate or remove things or conditions which are potentially hazardous or which violate any provisions of this Declaration. Such right may be exercised by the Association's Board, officers, agents, employees, managers, and all policy officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, the Association shall first attempt to provide reasonable notice to the last known Owner of the Lot. All costs of such efforts, including reasonable attorneys' fees actually incurred, shall be assessed against the Owner of the Lot and shall be collected as provided for herein for the collection of the Assessments.

## ARTICLE V Maintenance

### Section 1. Association's Responsibility.

(a) Generally. The Association shall maintain and keep in good repair the Area of Common Responsibility. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements, including any private streets, situated upon the Common Areas, landscaped medians within public rights-of-way throughout the Property, landscaping and other flora on any public utility easement

within the Property (subject to the terms of any easement agreement relating thereto), and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. The Association shall maintain such facilities and equipment in continuous operation, except for reasonable periods as necessary to perform required maintenance or repairs, unless Members holding seventy-five percent (75%) of all votes agree in writing to discontinue such operation.

(b) Maintenance Expenses. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots and all lots which are a part of the Existing Concord Bridge Subdivision as part of the Annual Assessment, notwithstanding that the Association may be entitled to reimbursement from the owner(s) of certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

## Section 2. Owner's Responsibilities.

(a) Generally. Each Owner shall maintain his or her Lot and all structures, parking areas and other improvements on the Lot in a neat, orderly condition. Owners of Lots which are adjacent to any portion of the Common Area on which walls, other than walls which form part of a building, have been constructed shall maintain and irrigate that portion of, the boundary. Owners of Lots adjacent to any roadway within the Property shall maintain driveways serving their respective Lots, whether or not lying within the Lot boundaries, and shall maintain landscaping on that portion of the Common Area, if any, or right-of-way between the Lot boundary and the back-of-curb of the adjacent street.

(b) Standard of Maintenance by Owner. All maintenance required by this Section 2 shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants.

(c) Enforcement of Owner's Responsibilities. In addition to any other enforcement rights available to the Association, in the event of violation of any covenant or restriction herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days' written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not obligation), through its agents or employees, to repair, maintain and restore the Lot and/or the exterior of the residence, not limited to include gutters, siding, broken windows, fencing, etc., and any other existing Improvements located thereon, to the extent necessary to prevent rat infestation, diminish fire hazards, protect property values and accomplish necessary repairs, maintenance and/or restoration. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of a Annual

Assessment payable by said Owner and payment thereof shall be secured by the lien created pursuant to this Declaration. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 3. Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall or fence built as a part of the original construction on the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance (other than damage or destruction covered by Section 3(c) of this Article V) of a party wall or fence shall be shared by those Owners who use or benefit from the wall or fence in equal proportions.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used or benefitted from the wall or fence may restore it. If the other Owner or Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in equal proportions without prejudice to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(e) Arbitration. In the event of any dispute concerning a party wall or fence, or arising under the provisions of this Section, then such dispute shall be resolved by arbitration pursuant to the rules of the American Arbitration Association, or such other rules as the Board may, from time to time, decide.

ARTICLE VI

Architectural Approval

Section 1. Architectural Control Committee. As used in this Declaration the term "Architectural Control Committee" shall mean a committee of three (3) members, all of whom shall be appointed by Developer, except as otherwise set forth herein. Developer shall have the continuing right to appoint all three (3) members until the earlier of (a) the date the last Lot owned by Developer is sold (except in connection with a conveyance to another party that is a successor as Developer), or (b) such date as the Developer elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint

RP-2021-417728

all members of the Architectural Control Committee or dissolve the Architectural Control Committee. Members of the Architectural Control Committee may, but need not be, Members of the Association. Members of the Architectural Control Committee appointed by Developer may be removed at any time and shall serve until resignation or removal by Developer. The initial members of the Architectural Control Committee are David M. Mincberg, Cathy Mincberg, and William H. Frey. Members of the Architectural Control Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The Architectural Control Committee shall have the right to designate a committee representative (the "Committee Representative").

Section 2. Approval of Improvements Required. The approval of a majority of the members of the Architectural Control Committee or the approval of the Committee Representative shall be required for the construction of the initial Dwelling Unit on a Lot ("New Construction"). The approval of a majority of the Board shall be required for any other Improvement to Property on any of the Property before commencement of construction of such Improvement to Property. For purposes of this Article VI and Article VII, the Board and the Architectural Committee (including the Committee Representative) are each sometimes referred to as the "Approval Entity". No approval is required for an Improvement to Property made by Developer.

Section 3. Address of Committee. The address of the Architectural Control Committee shall be 15995 North Barkers Landing Road, Suite 162, Houston, Texas 77079. Upon the Board succeeding to the rights of the Developer pursuant to Section 1 of this Article VI, the address at the Architectural Control Committee shall be the principal office of the Association.

Section 4. Submission of Plans. Before commencement of work to accomplish any proposed Improvement to Property, the Owner proposing to make such Improvement to Property (the "Applicant") shall submit to the proper Approval Entity at its respective office copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Approval Entity reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as may be more particularly described from time to time in any minimum construction standards (the "Minimum Construction Standards") adopted by the Architectural Control Committee (in the case of New Construction) or the Board (in the case of all Improvements other than New Construction). The Approval Entity may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the Approval Entity of all required materials in connection with the proposed Improvement to Property, the Approval Entity may postpone review of any materials submitted for approval.

Section 5. Criteria for Approval. The proper Approval Entity shall approve any proposed Improvement to Property only if it determines in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Property as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Property, including, without limitation, quality and color of materials and location with respect to topography and finished grade elevation; that the Improvement to Property will comply with the provisions of this

RP-2021-417728

Declaration and any applicable plat, ordinance, governmental rule, or regulation; that the Improvements to Property will not detract from the beauty, wholesomeness, and attractiveness of the Property or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. Each Approval Entity is specifically granted the authority to disapprove proposed Improvements properly submitted to them because of the unique characteristics or configuration of the Lot on which the proposed Improvement would otherwise be constructed, even though the same or a similar type of Improvement might or would be approved for construction on another Lot. The Approval Entity may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as it may deem appropriate.

Section 6. Minimum Construction Standards. Each Approval Entity, from time to time, may supplement or amend the Minimum Construction Standards. The Minimum Construction Standards serve as a minimum guideline only and an Approval Entity may impose other requirements in connection with its review of any proposed Improvements which come before it. If the Minimum Construction Standards impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Minimum Construction Standards shall control.

Section 7. Decision of Committee. The decision of the Approval Entity shall be made within thirty (30) days after receipt by the Approval Entity of all materials required by it. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Property, the reasons therefor shall be stated. The decision of the Approval Entity shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Approval Entity. The Applicant, however, is responsible under all circumstances to conform to the provisions of these restrictions in their entirety.

Section 8. Appeal to Board of Directors. If the Architectural Control Committee denies or refuses approval of New Construction, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Association and the Architectural Control Committee within twenty (20) days after such denial or refusal. The Board of Directors shall hear the appeal with reasonable promptness after reasonable notice of such to the Applicant and the Architectural Control Committee, and shall decide with reasonable promptness whether or not the proposed Improvement to Property shall be approved. Any decision of the Board of Directors (a) concerning an appeal of a decision by the Architectural Control Committee, or (b) approval or disapproval of any Improvement Property shall be final and binding on all Persons.

Section 9. Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed approved by the appropriate Approval Entity, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Approval Entity within thirty (30) days after the date of receipt by the appropriate Approval Entity of all required materials; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement to Property that violates any provision of this Declaration or the Minimum Construction Standards. The Approval Entity shall at all times retain the right to object to any Improvement to Property that violates any provision of this Declaration or the Minimum Construction Standards.

Section 10. Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed Improvement to Property in the materials submitted to the Approval Entity. Failure to complete the proposed Improvement to Property within nine (9) months after the date of approval or such other period of time as shall have been authorized in writing by the Approval Entity (unless an extension has been granted by them in writing) or to complete the Improvement to Property in strict conformity with the description and materials furnished to the Approval Entity, shall operate automatically to revoke the approval by the Approval Entity of the proposed Improvement to Property. No Improvement to Property shall be deemed completed until the exterior fascia and trim on the structure have been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Dwelling Unit, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

Section 11. Inspection of Work. The Approval Entity shall have the right, not the obligation, to inspect any Improvement to Property before or after completion, provided that the right of inspection shall terminate once the Improvement to Property becomes occupied.

Section 12. Notice of Noncompliance. If, as a result of inspections or otherwise, the Approval Entity finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the Approval Entity, or has been completed other than in strict conformity with the description and materials furnished by the Applicant to the Approval Entity, or has not been completed within the required time period after the date of approval by the Approval Entity, the Approval Entity shall notify the Applicant in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance within the reasonable period of time set forth therein.

Section 13. Appeal to Board of Finding of Noncompliance. If the Architectural Control Committee gives any Notice of Noncompliance with respect to New Construction, the Owner may appeal to the Board of Directors by giving written notice of such appeal to the Board and the Architectural Control Committee within fifteen (15) days after the date the Notice of Noncompliance is sent to the Owner. Thereafter, the Board of Directors shall hear the matter with reasonable promptness after reasonable notice of such to the Owner and the Architectural Control Committee and shall decide, with reasonable promptness, whether or not there has been such noncompliance and, if so, the nature thereof and required corrective action. The decision of the Board of Directors shall be final and binding on all Persons. No right of appeal exists for any Notice of Noncompliance properly given by the Board.

Section 14. Correction of Noncompliance. If the Board of Directors finds that a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than twenty (20) days from the date of receipt by the Owner of the finding of noncompliance rendered by the Board of Directors. If the Owner does not remediate the noncompliance set forth in the Board's finding of noncompliance within such period, the Board may, 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 to Property; 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 shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board may levy a separate assessment for such costs and expenses against the Owner of the Lot in question. 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) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

Section 15. No Implied Waiver or Estoppel. No action or failure to act by an Approval Entity shall constitute a waiver or estoppel with respect to future action by the Approval Entity, with respect to any Improvement to Property. Specifically, the approval by the Approval Entity of any Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

Section 16. Power to Grant Variances. Each Approval Entity may, consistent with other provisions of this Article VI, authorize variances from compliance with any of the provisions of Article VII of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of any Improvement to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Approval Entity. Notwithstanding anything contained in this Declaration to the contrary, the Committee Representative shall not have the power to grant a variance. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Approval Entity other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot concerned.

Section 17. Compensation of Architectural Control Committee. The members of the Architectural Control Committee may be entitled to reimbursement by the Association for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

Section 18. Records of Action. The Architectural Control Committee shall report in writing to the Board of Directors all final action of the Architectural Control Committee and the Board shall keep a permanent record of such reported action.

Section 19. Estoppel Certificates. The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Control Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance therewith. Any Person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

Section 20. Nonliability for Approval Entity. None of the members of the Architectural Control Committee, any Committee Representative, the Association, any member of the Board of Directors, or Developer shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of any Approval Entity, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Approval Entity shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of, the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the Architectural Control Committee, the Committee Representative, any member of the Board of Directors, or Developer shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Control Committee, the Committee Representative, the Board of Directors, or otherwise. Finally, neither Developer, the Association, the Board, the Architectural Control Committee, the Committee Representative or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

Section 21. Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the Approval Entity may temporarily suspend certain provisions of this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Property.

## ARTICLE VII Architectural Restrictions

Section 1. Dwelling Unit Size. The ground floor area of any one story Dwelling Unit, exclusive of porches and garages, shall contain not less than one thousand three hundred (1,300) square feet, nor shall it be less than one thousand four hundred (1,400) square feet, exclusive of porches and garages, for a two (2) story structure with a minimum of 1,000 square feet on the ground floor.

Section 2. Height and Character of Dwelling Unit. No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than one Dwelling Unit used for single family residential purposes only, not to exceed two (2) stories in height, and a fully enclosed garage as

RP-2021-417728

provided in Section 7. It shall be permissible to have third-level living space in the Dwelling Unit completely under a sloped roof with dormers or gables, or additional levels beneath ground level in the Dwelling Unit or garage, so long as the maximum height of the buildings does not exceed thirty-five (35) feet.

Section 3. Location of Dwelling Unit. Except as may be authorized in writing by the Approval Entity, no Dwelling Unit or Improvement shall be located nearer to the front Lot line nor nearer to any side or rear Lot line than as permitted by the recorded plat of the Property. To provide for uniformity and proper utilization of the building area within the Lots, residences or appurtenant structures on a Lot shall not be less than ten (10) feet from the residence or appurtenant structure on any contiguous Lot(s).

Section 4. Exterior Walls. No residence shall have less than 51% brick, or equivalent masonry construction, on its exterior wall area. Detached garages wherein the front face is visible from the fronting street must have a brick front elevation and may be complimented by wood siding of a type and design approved by the Approval Entity. The requirement for a brick front does not apply to those garages which are not visible from the fronting street. The interior walls of attached garages must have sheetrock or similar wallboard. Any construction materials used other than brick or masonry concrete must have Approval Entity approval.

Section 5. Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Property as in its sole discretion may seem necessary or convenient while selling Lots, selling or constructing residences, or constructing other Improvements within the Property. The right to use temporary structures in connection with the construction of Improvements may be assigned from time to time, in whole or in part, by Developer to Builders. All permitted temporary structures shall be properly maintained at all times.

Section 6. Drainage. No Owner of a Lot shall be permitted to construct Improvements on such Lot or grade such Lot or permit such Lot to remain in or be placed in such condition that rain water falling on such Lot drains to any other Lot or the Common Area.

Section 7. Carports/Garages. No carports shall be constructed on any Lot. With the prior written consent of the Approval Entity, a port-o-cache may be approved; however this will be required in addition to a garage. All garages shall be: (a) fully operable; (b) capable of housing at least two (2) automobiles; and, (c) enclosed by garage doors which must be kept in the closed position when the garage is not being used by the Owner or occupant. The garage portion of any model home may be used by Builders for sales purposes, storage purposes, and other related purposes. Upon (or before) the sale of any such model home to the first purchaser thereof, the garage portion of the model home shall be converted by the Builder to a fully enclosed garage capable of housing not less than two or more than four, automobiles, with garage doors. If the garage portion of the model home is not converted to a fully enclosed garage with garage doors by the Builder upon the sale of such model home, it shall be the obligation of the first purchaser

RP-2021-417728

of the model home and each subsequent Owner of the Lot (if not done by the first purchaser) to convert the garage portion of the model home to a fully enclosed garage with garage doors.

Section 8. Driveways. Unless the Approval Entity agrees otherwise, each Lot shall have driveway access to the street on which the Dwelling Unit constructed thereon faces. Subject to the foregoing limitations, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to an abutting street.

Section 9. Roofs. Unless otherwise approved, the roof of all buildings on the Lot shall be covered with wood shingles, aluminum shingles, or fiberglass composition shingles with a life of twenty (20) years or better, or comparable to minimum specifications as defined by the Federal Housing Authority. The color of any composition shingles shall be of wood tone, earthtone or in harmony with earthtones and shall be subject to written approval by the Approval Entity prior to installation. Any other type roofing material may be used only if approved in writing prior to installation. Additionally, to further maintain exterior harmony, all chimneys must be finished with a masonry or wood material.

Section 10. Sidewalks. Before the construction of any residence is complete, the Builder shall construct in all adjacent street rights-of-way a concrete sidewalk four feet (4') in width, parallel to the street curb and a minimum of two feet (2') from the Lot line in accordance with local standards and ordinances. The sidewalk shall extend the full width of the Lot. On corner Lots, the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the other, and finished with the complement of required curb ramps. The maintenance of all sidewalks is the responsibility of the Owner.

Section 11. Grass, Shrubbery and Landscaping. Prior to the sale thereof, the front of each Lot with a residence thereon shall be sodded with grass, and all areas visible from any street shall be landscaped with shrubbery of types and quantities approved by the Architectural Control Committee. All grass and shrubbery shall be maintained by the Owner of the Lot. Each Lot shall have a minimum of two (2) trees in the front portion of the Lot, and corner Lots shall have a minimum of three (3) trees. All trees shall be a minimum of 3" caliper.

Section 12. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, erected, constructed or free standing, on any Lot, unless (a) completely contained within the dwelling on the Lot so as not to be visible from outside the dwelling, and (b) approved by the Approval Entity in accordance with Article VI hereof. The Developer and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

Section 13. Flagpoles. No free standing flagpole shall be permanently erected on any Lot. A temporary flagpole approved by the Architectural Control Committee may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold.

Section 14. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Approval Entity, and shall be maintained at all times by the Owner of the Lot upon which is located.

Section 15. Exterior Lighting. All exterior lighting must first be approved by the Approval Entity.

Section 16. Sound Devices. No horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or Improvements. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

Section 17. Window Treatment. No window in any Dwelling Unit or other Improvement that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design and color of the Dwelling Unit and the overall appearance of the Property. The Approval Entity shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the Dwelling Unit and the overall appearance of the Property.

Section 18. Air Conditioners. No window, roof or wall-type air conditioner that is visible from any street or any other Lot, shall be used, placed or maintained on or in any Dwelling Unit, garage or other Improvement.

Section 19. Pools. No above-ground swimming pools shall be erected, constructed or installed on any Lot.

Section 20. Tents, Mobile Homes and Temporary Structures. Except as may be permitted by the Developer or the Architectural Control Committee during initial construction within the Property, no tent, shack, trailer, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Property. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the Approval Entity, as appropriate, in accordance with Article VI hereof. All permitted structures shall be properly maintained at all times and positioned on the Lot so as to not be visible from the fronting street and/or side street in the event of a corner lot. Additionally, all permitted structures shall be limited to a maximum height of eight of eight (8) feet at the center line of said roof. Materials, color and design of all permitted structures must be the same as the primary dwelling. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

Section 21. Drainage and Septic Systems. Catch basins and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Developer may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves for

RP-2021-417728

itself and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow. Septic tanks and drain fields, other than those installed by or with the consent of the Developer, are prohibited within the Property. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer, sanitary sewer, stream, or pond within the Property.

Section 22. Disposal Unit Requirements. Each kitchen in each residential dwelling or servant's quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit at all times shall be kept in serviceable condition.

Section 23. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 24. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation or permanent flagpoles shall be permitted on the exterior of any portion of the Property. No exterior sculpture, fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article VI of this Declaration.

Section 25. Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Lot without prior written approval of the Approval Entity in accordance with Article VI hereof. These items shall be positioned on the Lot so as not to be visible from any street. Any playground or other play areas or equipment furnished by the Association or erected within the Property shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 26. Walls, Fences and Hedges. No hedge in excess of three feet (3') in height, shall be erected or maintained nearer to the front Lot line than the building set-back line adjacent to the walls of the dwelling existing on such Lot. No side or rear fence or wall shall be more than eight feet (8') nor less than six feet (6') in height. All fences and walls shall be of cedar construction or better. No chain link, chicken wire, or other wire fence will be permitted on any Lot. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as shown on the Plat. The Approval Entity has the right to deviate its approval for the style and materials to be used based on the location within the Property. It is the intent to maintain visual continuity especially along entryways and/or main thoroughfares and/or adjacent to common area properties.

Section 27. Exterior Paint. The exterior surfaces of buildings located in the Property shall not be painted unless the Approval Entity gives its prior written approval of the color of paint to be used. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Property. Iridescent colors or tones considered to be brilliant are not permissible. Accordingly, the Approval Entity shall not be obligated to approve of any color of exterior paint that is different from the original paint applied to the exterior of the buildings.

RP-2021-417728

ARTICLE VIII  
Use Restrictions

Section 1. General. The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Developer or the Association, as may more particularly be set forth in this Declaration and amendments hereto). Any amendment to this Declaration may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

Section 2. Single Family Residential Use. Each Owner shall use his Lot and the Dwelling Unit on his Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Houston, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents and domestic servants; and (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their grandparents and their domestic servants.

Section 3. Occupants Bound. All provisions of the Declaration, By-Laws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

Section 4. Quiet Enjoyment. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any structure, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be

RP-2021-417728

carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks within the Property is prohibited.

Section 5. Business Use. No garage sales, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

Section 6. Definition of "Business" and "Trade". The terms "business" and "trade", as used herein, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot pursuant to Section 8 of this Article shall not be considered a trade or business within the meaning of this Section. The definition of "business" and "trade" shall not apply to any activity conducted by the Developer or conducted by a Builder with approval of the Developer, with respect to its development and sale of any Lots.

Section 7. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform- repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

Section 8. Leasing of Lots.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner received any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions. Lots may only be leased for single family residential purposes as defined in this Declaration. No Owner shall be permitted to lease his Lot for hotel or transient purposes, which for purposes of this Section is defined as a period of less than thirty (30) days. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration. The Owner making such lease shall not be relieved from any of such obligations. Upon the execution of a lease agreement, the Owner shall notify the Association in writing of the Owner's residence address and the name of Owner's lessee. No lessee shall be entitled to use the recreational facilities or Common Area of the Association until the information specified in this Section is provided to the Association in writing and the Owner further notifies the Association in writing that the Lessee has been granted the authority to use the recreational facilities and Common Area of the Association by such Owner.

Section 9. Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

Section 10. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Property and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 11. Subdivision of Lots. Developer hereby expressly reserves the right to replat any Lot or Lots owned by Developer in accordance with all applicable subdivision and zoning regulations.

Section 12. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operation condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no

vehicle shall be parked so as to obstruct or block a sidewalk. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board of Directors of the Association. The Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on the streets in the Property.

Section 13. No Hazardous Activities. No activity shall be conducted on and no Improvements shall be constructed on any property within the Property that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace.

Section 14. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools of equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 15. Removal of Trash and Debris During Construction. During the construction, repair, and restoration of Improvements, each Builder shall remove and haul from the Lot all tree stumps, tree limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot, and no materials or trash hauled away from any Lot may be placed elsewhere within the Property, unless approved in writing by the Architectural Control Committee. Additionally, each Owner or Builder, during construction of the Improvements, shall continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept, picked up, and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in the street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street gutter shall be removed, without delay, not less frequently than daily.

Section 16. Lighting. Except for traditional holiday decorative lights, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with Article VI of this Declaration.

Section 17. Excavation and Tree Removal. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide room for construction of Improvements or to remove dead or unsightly trees; provided, however,

that removal of any other tree in excess of a four inch (4") caliper requires the approval of the Architectural Control Committee.

Section 18. Damage or Destruction of Improvements. Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all Improvements thereon in a neat and habitable manner. In the event of damage to any Improvement, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the Improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the Improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Architectural Control Committee, so as to present a pleasing and attractive appearance.

Section 19. Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such garbage or trash.

Section 20. Clothes Drying. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from any other Lot, nor shall clothing or household fabric or any other article be hung, dried or aired on any Lot in such a way as to be visible from other Lots, streets or the Common Area.

Section 21. Animals. No animals of any kind shall be raised, bred, or kept on any Lot except as hereinafter provided. A total of two (2) dogs, cats, or other household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Dwelling Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a Person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. A "reasonable number" as used in this Section ordinarily shall mean no more than two (2) pets per Dwelling Unit; provided, however, that the Board (or such other Person as the Board from time to time may designate) from time to time determine that a reasonable number in any instance may be more or less than two (2). The Association, acting

RP-2021-417728

through the Board, shall have the right to prohibit maintenance of any animal that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant, or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or Common Area.

Section 22. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except one (1) sign of not more than nine (9) square feet which is used to: (a) advertise the property for sale or lease; (b) indicate traffic control or security services; (c) identify the builder or contractor while construction is in progress on such Lot; or (d) promote a political candidate, party or issue for a two (2) week period starting no earlier than two (2) weeks prior to the date of the election or referendum, and which must be removed no later than the day after the date of the election or referendum. Additionally, the right is reserved by Developer to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed Dwelling Units. The Developer and the Association shall also have the right to erect identifying signs at each entrance to the Property. In no event shall any sign, billboard, poster or advertising device of any character, other than as specifically prescribed in the first sentence of this Section be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Control Committee.

Section 23. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 24. Treatment Facilities. No Lot shall be used for the operation of a boarding or rooming house, a residence for transients, a "group home", "family home", "community home", "half-way house", day-care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicaps or illness, or other similar matters, unless otherwise allowed by the terms of any law specifically negating the provisions of restrictive covenants prohibiting same.

Section 25. Access to Common Area. No Lot which abuts any Common Area shall have access to such Common Area from any point along the common boundary of such Lot and the Common Area. No gate, portal, opening, doorway, or other means of access shall be allowed in any fence separating a Lot from Common Area.

## ARTICLE IX Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Developer and the Additional Parties, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such

RP-2021-417728

deed, is deemed to covenant and agree to pay to the Association the Assessments. The Assessments, together with interest, costs and reasonable attorney's fees, shall also be a charge on the Lot and shall be a continuing lien upon the Property against which the Assessments are made. The Assessments and other charges, together with interest, collection costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of the Lot at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to his successor in title unless expressly assumed by him.

Section 2. Purpose of Assessments. The Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of any Common Area. The responsibilities of the Association shall include, but not be limited to, the maintenance and repair of the walkways, steps, entry gates or fountain areas, if any; constructing and maintaining parkways, rights-of-ways, easements, esplanades, Common Area, and other public areas; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Property to which maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen, if desired; caring for vacant Lots and doing other things or things necessary or desirable in the option of the Association to keep the Lots in the subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Annual Assessments.

(a) Generally. Each Lot in the Property is hereby subjected to an annual assessment (the "Annual Assessment").

(b) Collection Upon Sale of Lot by Developer. Annual Assessments for the year in which a Lot is sold by the Developer to an Owner shall be due and payable in advance upon the sale of any Lot by Developer to any Owner or Builder. Annual Assessments for any year in which a Lot is sold by Developer shall be prorated to the date of closing, and Annual Assessments shall be due from the Owner thereof from that date forward.

(c) Treatment of Lots Owned by Developer or Builder. Lots which are not and have never been occupied, and which are owned by a Developer or a Builder, shall be subject to an Annual Assessment equal to one-half (1/2) of the Annual Assessment applicable to occupied Lots. The Annual Assessment for any calendar year for any individual Lot will change within that calendar year as the character of ownership and the status of occupancy changes. Once any Lot is assessed at the full amount of the Annual Assessment, it shall not thereafter ever be assessed at one-half (1/2) of the Annual Assessment pursuant to this Section 3(c). The applicable Annual Assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the Lot during that calendar year.

Section 4. Maximum Annual Assessments.

(a) The Maximum Annual Assessment for 1995 and 1996 is \$290.00 per Lot per year.

(b) From and after January 1, 1997, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without the vote of the Members.

(c) From and after January 1, 1997, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3s) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum, and shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of the Annual Assessment period, which shall begin on the first day of January of each year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Board of Directors may, upon the approval of two-thirds (2/3) of the votes of all Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, levy, in any assessment year, a Special Assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

Section 6. Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 of this Article IX shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 8. Contractual Lien.

(a) Generally. Assessments (together with interest, and reasonable attorney's fees if it becomes necessary for the Association to enforce collection of any amount in respect of any Lot) shall be a charge on each Lot and shall be secured by a continuing lien upon each Lot against which such assessment is made until paid.

(b) Notice of Lien. Additional notice of the lien created by this Section may be effected by recording in the Official Public Records of Real Property of Harris County, Texas, an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting forth the amount 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.

(c) Creation of Lien. Each Owner, by his acceptance of a deed to a Lot, hereby expressly grants to the Association of a lien for the purpose of securing payment of Assessments upon such Lot. In addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly GRANTS, BARGAINS, SELL and CONVEYS to the President and/or Vice President of the Association from time to time serving, as Trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for that purpose of securing the Assessments levied hereunder, and other sums due hereunder remaining unpaid hereunder from time to time. The Trustee herein designated may be changed for any reason and at any time and from time to time by execution of an instrument in writing signed by the President or a Vice-President of the Association and attested to by the Secretary or an Assistant Secretary of the Association and filed in the Official Public Records of Real Property of Harris County, Texas.

(d) Enforcement of Lien. The Association shall have the right to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as may be amended or revised from time to time hereafter). In the event of the election by the Board of Directors of the Association to foreclose the lien herein provided for non-payment of sums secured by such lien, then it shall be the duty of the Trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such request Lot, and all rights appurtenant thereto in accordance with Section 51.002 of the Texas Property Code (as said statute shall read at the time of enforcement) and to make due conveyance to purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Lot and his heirs, executors, administrators and successors. The Trustee shall give notice of such proposed sale as required by Section 51.002 of the Texas Property Code (as said statute shall read at the time notice is given).

(e) Additional Matters Pertaining to Foreclosure. At any foreclosure, judicial or non-judicial, the Association shall be 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 shall be required to pay a

reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

Section 9. Non-Use, Etc. No Owner may waive or otherwise escape said lien and liability for the assessments provided for herein by non-use of the Common Area, or abandonment, non-use or divestiture of ownership of a Lot for any Assessment which became due and payable during the time when such Owner owned the Lot.

Section 10. Exempt Portions of the Property. All portions of the Property dedicated to, and accepted by, a local public authority exempt from taxation by the laws of the State of Texas, and all Common Area shall be exempt from the Assessments and other charges created herein. Notwithstanding the foregoing, no Lot which is used, or is intended for use, as a residence shall be exempt from Assessments and charges and the lien herein securing payment thereof.

Section 11. No Offsets. The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, (a) any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration, (b) any claim by the Owner of non-use of the Common Areas or abandonment of his Lot, (c) any claim by the Owner of inconvenience or discomfort arising from the making of repairs or Improvements to Common Area, or (d) any claim by the Owner of inconvenience or discomfort arising from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

Section 12. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the Assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot. A selling Owner of a Lot shall not be relieved of personal liability for any Assessments accruing on such Lot prior to the date of sale or transfer. No Mortgagee shall be required to collect Assessments.

Section 13. Future Sections. The Association shall use the proceeds of the Maintenance Fund for the use and benefit of all residents of the Property, the Existing Concord Bridge Subdivision and all subsequent sections of the CONCORD BRIDGE Subdivision; provided, however, that each future section of the CONCORD BRIDGE Subdivision, to be entitled to the benefit of the Maintenance Fund, must be impressed with and subjected to the Assessments on a uniform, per Lot, basis equivalent to the Assessments imposed hereby, and further made subject to the jurisdiction of the Association. Upon submission and approval by the Federal Housing Administration and/or the Veterans Administration of a general plan of the entire development, and approval of each stage of development, such future sections of the CONCORD BRIDGE subdivision may be annexed, without the consent of the Members.

RP-2021-417728

ARTICLE X  
Easements and Utilities

Section 1. Title to Utility Lines. The title conveyed to any Lot within the Property shall be subject to any easement affecting same for utility or other purposes and shall not be held or construed to include the title to the water, gas, electricity, telephone, cable television, security, storm sewer, or sanitary sewer lines, poles, pipes, conduits, or other appurtenances or facilities constructed by the Developer, the Association, or public or private utility companies upon, under, along, across, or through such utility easements; and the right (but not obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances, and facilities is reserved to the Developer or the Association and their successors and assigns. No Lot Owner shall own the pipes, wires, conduits, or other service lines running through his Lot that are used for or serve other Lots, but each Owner shall have an easement to use such facilities to the extent necessary for the use, maintenance, and enjoyment of his Lot.

Section 2. Association Easements. The Association, its agents, servants, and employees shall have and be entitled to all easements specifically referenced throughout this Declaration.

Section 3. Easements for Utilities, Etc.

(a) Generally. Developer and the Additional Parties hereby reserve unto Developer (so long as the Developer owns any portion of the Property), the Association, and the designees of each (which may include, without limitation, Harris County, Texas, Horsepen Bayou Municipal Utility District and Harris County Municipal Utility District No. 102), blanket easements upon, across, over, and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, alarm monitoring systems, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner thereof.

(b) Specific Easements. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Property.

(c) Dedications to Public. The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Harris County, Texas, or to any other local, state, or federal governmental entity.

Section 4. Easement Regarding Electric Service Cables. The Developer and the Additional Parties hereby reserve for Developer and each Owner an easement for access to any easement area occupied and centered on electric company service wires immediately adjacent to

the Developer's or Owner's Lot for the purpose of installing, repairing and maintaining the underground service cables each Owner is obligated to furnish, install, own and maintain pursuant to Article XI below.

## ARTICLE XI

### Underground Electrical Distribution System

Section 1. Generally. An underground electrical distribution system (the "System") will be installed within that part of the Property which, according to the Plat, contain Lots (the "Underground Residential Subdivision"). The System shall embrace all Lots in the Underground Residential Subdivision. The System shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available to the Lots. For so long as underground service is maintained in the Underground Residential Subdivision the electric service to each Dwelling Unit shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Section 2. Owner's Responsibility. The Owner of each Lot containing a Dwelling Unit shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot containing a Dwelling Unit shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation on the meter of such electric company for the Dwelling Unit constructed on such Owner's Lot.

Section 3. Conditions. The electric company has installed the System in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for Dwelling Units which are designed to be permanently located where originally constructed and which are built for sale or rent. As used in this Declaration, the term "Dwelling Units" excludes mobile homes. Should the plans of the Developer change and this Declaration be amended to permit erection of one or more mobile homes within the Underground Residential Subdivision, the electric company shall not be obligated to provide electric service to any such mobile homes unless (a) Developer has paid to the electric company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the System over the cost of equivalent overhead facilities to serve the Underground Residential Subdivision, or (b) the Owner of each affected Lot, or the applicant for services to any mobile home, shall pay to the electric company the sum of (i) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the System to serve such Lot or Dwelling Unit over the cost of equivalent overhead facilities to serve such Lot or Dwelling Unit, plus (ii) the cost of rearranging and adding any electric facilities

serving such Lot, which arrangement and/or addition is determined by electric company to be necessary, provided that in no instance shall Developer be obligated to pay the electric company such amount representing the excess in cost should the Lot Owners amend the Declaration to allow dwellings of a different type.

Section 4. Applicability to Reserves. The provisions of this Article XI shall also apply to any future residential development in reserve(s), if any, shown on the Plat, as such plat exists at the execution of the Agreement for Underground Electric Service between the electric company and Developer, or thereafter. Specifically, but not by way of limitation, if an Owner in a former reserve undertakes some action which would have invoked the per front lot foot payment referenced in Section 3 of this Article XI if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company as described in Section 3 of this Article XI. The provisions of this Article XI do not apply to any future non-residential development in such reserve(s).

Section 5. Easement Grants. Developer has either by designation on the Plat, this Declaration, or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of the System and has also granted to the various Owner's reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owner's to permit installation, repair and maintenance of each Owner's owned, and installed service wires.

Section 6. Rights to Build on Easement Area. Easements for the System may be crossed by driveways and walkways provided that the builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. The easement for the System shall be kept clear of all other Improvements, including buildings, patios or other pavings, and the utility company using the easements shall not be liable for any damage done by it, its assigns, agents, employees or servants, to shrubbery, trees or Improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

Section 7. Applicability to Multi-Family. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then (a) the underground service area shall embrace all of the dwelling units involved, and (b) Section 2 of this Article XI shall apply to the owner or developer of such multiple dwelling unit structure. The immediately preceding sentence is required by the electric company and shall not be construed as permitting the construction or placement of any multiple dwelling units in or on the Property, unless and until this Declaration is amended as provided below to allow such structures.

## ARTICLE XII General Provisions

Section 1. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind each Lot and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any portion of the Property, their respective legal representatives,

RP-2021-417728

heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended to successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants, conditions and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment.

(a) By Developer. Prior to the conveyance of the first Lot, Developer may amend this Declaration with the approval by the Board. After conveyance of the first Lot, and with the approval by the Board, the Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rules or regulations, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; or (e) is not likely to have a material adverse effect upon any right of any Owner. Developer shall not have the right to amend this Declaration if Developer, at any time, does not own any Lots.

(b) By Members. After the conveyance of the first Lot by Developer, this Declaration may also be amended by the affirmative vote or written consent of all Members representing seventy-five percent (75%) of the total votes in the Association. Notwithstanding the immediately preceding sentence, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to so consent and no contrary provision in any Mortgage or contract between the Owner and a Person will affect the validity of such amendment.

(c) Procedure. To be effective, any amendment must be recorded in the Official Public Records Of Real Property in Hanis County, Texas.

(d) Limitation. Notwithstanding anything contained in this Declaration to the contrary, no amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege.

Section 3. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

RP-2021-417728

Section 4. Cumulative Effect; Conflict. The covenants, conditions, restrictions, and provisions of this Declaration shall be cumulative with any others pertaining to the Property (the "Additional Covenants") and the Association may, but shall not be required to, enforce the Additional Covenants; provided, however, in the event of conflict between or among (a) the covenants, conditions and restrictions of this Declaration and (b) the terms of the Additional Covenants, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, the Additional Covenant shall be subject and subordinate to those of this Declaration. The foregoing priorities shall apply, but not be limited to, the lien for Assessments created in favor of the Association.

Section 5. Compliance. It shall be the responsibility of each Owner or occupant of a Dwelling Unit to obtain copies of and become familiar with the terms of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and Minimum Construction Standards. Every Owner of any Lot shall comply with all lawful provisions of this Declaration, the By-Laws, and Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Lot Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the By-Laws.

Section 6. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. NEITHER THE ASSOCIATION, THE DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, THE DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DEVELOPER, OR ANY SUCCESSOR DEVELOPER AND THE ARCHITECTURAL CONTROL COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DEVELOPER OR THE ARCHITECTURAL CONTROL COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR

DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 7. Assignment of Developer's Rights. Any or all of the special rights and obligations of the Developer set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall neither reduce an obligation nor enlarge a right beyond that contained herein or in the By-Laws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Developer and duly recorded in the Official Public Records of Real Property of Harris County, Texas. This Section may not be amended without the express written consent of the Developer.

Section 8. Additional Restrictions Created by Those Other Than Developer. No Person shall record any covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without the Board's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Board.

Section 9. Name of Subdivision. The name given to the Property on the Plat is "Concord Bridge North, Section Two." Notwithstanding this designation, the Property shall be known to the public as "Concord Bridge." An existing subdivision platted as "Concord Bridge North, Section Two" located next to the Property is also required to be held out to the public as "Concord Bridge." Developer hereby reserves the right to cause additional real property located near or adjacent to the Property to be Annexed, and to designate such additional Annexed property as "Concord Bridge."

Section 10. Additional Parties. Each of the Additional Parties is either a Builder which took title to one or more Lots prior to the date this Declaration was executed and recorded, or a Mortgagee which financed such Builder's acquisition of such Lot(s). Each of the Additional Parties executes this Declaration in consideration of the benefits to be received as a result of all of the Property being subject to the terms and conditions of this Declaration. Each of the Additional Parties who is a Builder hereby (a) consents to all of the terms and conditions of this Declaration, (b) intends that each Lot owned by such Builder be subject to all of the terms and conditions of this Declaration, and (c) declares all Lots owned by such Builder to be subject to the terms and conditions of this Declaration. Each of the Additional Parties which is a Mortgagee hereby agrees that each Mortgage held by Mortgagee covering one or more Lots shall be and hereby is subordinate and junior to all of the terms and conditions of this Declaration.

RP-2021-417728

Section 11. Severability. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

Section 12. Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 13. Delay in Enforcement. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall 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 14. Enforceability. This Declaration shall run with the Property and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Property, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. The Association, as well as each Owner, shall have the right to enforce any term of this Declaration. In the event any action to enforce this Declaration is initiated against an Owner or occupant of a Lot by the Association or another Owner, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorneys' fees from the Owner or occupant of a Lot who violated this Declaration.

Section 15. Remedies. In the event any person shall violate or attempt to violate any of the provisions of the Declaration, the Association, each Owner of a Lot within the Property, or any portion thereof, may institute and prosecute any proceedings 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 16. Violations of Law. Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any Lot hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 17. No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Developer or its agents or employees in connection with any portion of the Property, or any Improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

Section 18. Vacating of Plat or Correction of Plat by Developer and Owners. No provision of this Declaration shall preclude the Developer or Owners of Lots from vacating the Plat or filing a replat to correct any error in the original platting or replatting of such Lots, or from otherwise recording a partial replat, provided that such vacating or replatting is done in accordance with applicable Texas statutes.

Section 19. Captions for Convenience. The titles, headings, captions, articles and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to Articles and Sections are to articles and sections of this Declaration.

Section 20. No Condominium. This Declaration does not and is not intended to create a condominium within the meaning of the Texas Condominium Act, Tex. Prop. Code Ann. §§ 81.001-81.210 (Vernon 1983).

Section 21. Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

IN WITNESS WHEREOF, the Developer and Additional Parties have executed this Declaration to be effective this 31st day of January, 1996.

RP-2021-417728

**CERTIFICATION**

“I, the undersigned, being the President of Concord Bridge Homeowners’ Association, Inc., hereby certify that the foregoing Restated Declaration of Covenants, Conditions, and Restrictions of Concord Bridge North, Section Two was adopted by the vote of at least a majority of the Board of Directors, at an open meeting of the Board, properly noticed to the members at which a quorum of the Board was present.”

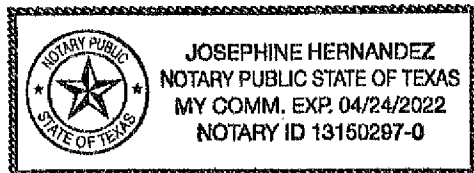
By: *Mary Ann Harvey*, President

Print Name: MARY ANN HARVEY Date: 6/28/2021

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day, personally appeared *Mary Ann Harvey*, President of Concord Bridge Homeowners’ Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity stated.

Given under my hand and seal of office this 28<sup>th</sup> day of JUNE, 2021.



*J*  
Notary Public, State of Texas

E-RECORDED BY:  
HOLT & YOUNG, P.C.  
9821 Katy Freeway, Ste. 350  
Houston, Texas 77024

RP-2021-417728

RP-2021-417728  
# Pages 40  
07/23/2021 12:20 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$170.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2021-417728