

the standards of use, conduct, appearance and maintenance generally prevailing in the Subdivision as may be more specifically determined by this Declaration and other Governing Documents, including as determined from time to time by duly adopted Architectural Guidelines and Rules and Regulations.

SECTION 10.3 **COMMON FENCES.** All costs of maintenance, repair or replacement of fencing which separates adjoining Lots shall be shared equally by the Owners of the adjoining Lots. In the event of default by one Owner, the adjoining Owner may submit a proposal for the necessary work to the Board for prior written approval as to the work and the costs thereof. If so approved, one-half of the approved costs will be assessed as a special assessment against the defaulting Owner as provided in Section 6.4(b), and that sum (without accrued interest, if any) will be reimbursed to the Owner performing the work if and when collected. If both Owners default, Association may perform the work and specially assess each Owner equally as provided in Section 6.4(b).

SECTION 10.4 **DISTURBANCE OF COMMUNITY PROPERTIES.** In the event the performance of any Owner's maintenance responsibilities requires that any portion of the Community Properties be modified, removed or disturbed, then such Owner shall first obtain the written consent of the Board as to same, and then such Owner's obligations must be performed, at the option of Association, either under the supervision of Association in accordance with plans and specifications approved by Association, or by Association and with plans and specifications approved by Association at the reasonable expense of the Owner. If Association performs such obligations at the expense of the Owner, the Board may require security deposits or advance payment of all of the estimated expenses which the Owner shall pay upon demand. Such indebtedness will be added to and become a part of the special assessment to which such Owner and the Owner's Lot are subject, and are secured by the continuing lien hereby established against such Owner's Lot.

SECTION 10.5 **OWNER'S DEFAULT.** In the event the Board determines that (i) any Owner has failed or refused to discharge properly the Owner's maintenance obligations as herein provided, or (ii) the need for maintenance, repair, or replacement which is the responsibility of Association hereunder has been caused through the willful or negligent act or omission of an Owner, the Owner's tenants, or the family, guests, invitees, servants, agents or employees of either, then Association may perform the repair, replacement or maintenance at such Owner's sole cost and expense in accordance with the following:

Except (i) in the event of an emergency, or to the extent necessary to diminish any threat of infestation by rats or other vermin, or any health, fire or other safety hazards, or (ii) to maintain the yards of the dwelling units, Association must give the Owner written notice of Association's intent to provide necessary maintenance, repair, or replacement. The notice must be delivered or mailed to the street address of the Lot affected, and the Owner's last known address provided by the Owner for purposes of notice, if any, and must set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner will have ten (10) days within which to complete all maintenance, repair, or replacement as set forth in this notice, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to

commence such work within ten (10) days and to complete same within a reasonable time not to exceed thirty (30) days unless otherwise specifically approved by Association.

If any Owner fails fully to comply with the aforesaid notice, Association has the right (but not the obligation), through its officers, Directors, agents and employees, to enter upon the Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements located thereon; and in case of emergency, or to the extent necessary to diminish any threat of infestation by rats or other vermin or any health, fire or other safety hazards, Association has the right (but not the obligation), through its officers, Directors, agents and employees, to enter any residence or improvement located upon the Lot, and to take all actions reasonably necessary to abate the same.

The good faith determination by the Board that maintenance, repair or replacement is necessary, or that an emergency or threat of infestation or health, safety or other hazard exists, is final and conclusive, and extends to any thing or condition upon any Lot as to such Lot or which adversely affects any other Lot or Community Properties.

Specifically in the instance of the maintenance and painting of the exterior and roofing of a building, and notwithstanding any other provision of this Section, if the Owners of such building do not agree, or are unable to agree, among themselves on the work to be conducted, including but not limited to the scheduling of the work and selection of color of paint and of the painter, but always subject to approval requirements of the ACC provided for elsewhere in this Declaration, then the ACC shall have the right to schedule the work and specify the maintenance and painting to be conducted, including specifying the color of paint and hiring the painter to perform the work, all at the sole cost and expense of the owners of the Lot as provided elsewhere in this Section. Notwithstanding anything to the contrary in this instrument, the outside of all buildings shall always be painted in pastel colors and shall forever remain the original colors painted by Declarant or as close thereto as reasonable possible.

All reasonable costs of maintenance performed by Association pursuant to this Section, as determined in the sole opinion of the Board, will be added to and become a part of the special assessment to which such Owner and the Owner's Lot are subject, and are secured by the continuing lien hereby established against such Owner's Lot.

SECTION 10.6 LIMITATION OF LIABILITY. Neither Association nor its officers, Directors, agents or employees may be held liable for trespass or any other tort or claim for damages in connection with any actions or failure to act as provided in this Article.

SECTION 10.7 PERMITTED HOURS FOR CONSTRUCTION AND/OR MAINTENANCE ACTIVITY. Except as is reasonably necessary for initial construction of a dwelling unit on a Lot, or in an emergency, or when other unusual circumstances exist, all as determined in the sole good faith opinion of the Board, outside construction work or noisy interior construction work shall not be permitted except: (i) as to initial construction of a dwelling unit upon a Lot, only between the hours of 6 a.m. to 8 p.m., Monday through Friday, 7 a.m. to 6 p.m. on Saturday and 10 a.m. to 6 p.m. on Sunday, and (ii) in all other cases, not on any legal holiday or

Sunday, and otherwise only between the hours of 7 a.m. to 7 p.m., Monday through Friday, and 9 a.m. to 6 p.m. on Saturdays.

ARTICLE XI

USE RESTRICTIONS

SECTION 11.1 GENERAL. No Owner shall use the Common Area, if any, or use or permit such Owner's Lot or dwelling unit to be used for any purpose, that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by this Declaration; (c) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (d) constitute a violation of this Declaration or any applicable law; or (e) unreasonably interfere with the use, occupancy, and enjoyment of the Subdivision or the Lots or the dwelling units by the Owners.

SECTION 11.2 SINGLE FAMILY RESIDENTIAL USE. Each Lot conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions, and provisions hereof. No buildings other than dwelling units, being single family residences joined together by a common wall or walls, roof and foundation, shall be constructed on the Lots. Each Owner shall use his or her Lot 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, or any other apartment 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 or her 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 other structure or improvement upon such Lot and regularly 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 and any ordinances, laws, rules and regulations of any other regulatory body or governmental agency having authority and jurisdiction over such matters.

SECTION 11.3 VEHICLES. Vehicles may not be parked so that they extend into the street. No inoperable motor vehicle may be parked or stored on any part of any Lot. Owners may store boats, trailers, marine craft, recreational vehicles, campers and golf carts under their dwelling units.

SECTION 11.4 STREETS AND PARKING. No vehicle of any kind may be stored upon any street, and no vehicle of any kind may be parked, stored or otherwise permitted to remain upon any Community Properties. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a dwelling unit, neither shall it apply to any emergency vehicle. The Board or its designated representative may cause any vehicle which is parked or stored (whether or not pending repairs or other work) in violation of this Declaration or other Governing Documents to be removed from the Subdivision to any vehicle storage facility within Harris County, Texas at the sole cost and expense of the Person

owning such vehicle (whether or not such Person is an Owner) and/or the Owner as to whom such Person is a tenant, visitor, guest or invitee. Any such removal will be in accordance with any applicable statute or ordinance.

Parking in Common Area parking spaces is limited at all times to parking for guests of residents, picking up mail, sales and construction parking for Declarant, and hourly parking needs within the Subdivision. Owners and residents shall not otherwise park in Common Area parking spaces. No overnight parking is allowed in Common Area parking spaces except upon receipt of a permit from the Association. The Board may promulgate rules for Common Area parking spaces and overnight parking permits.

SECTION 11.5 SIGNS. A single "for sale" sign shall be permitted in the window of any dwelling unit being offered for sale or for lease, provided it does not exceed two and one-half (2-1/2) feet by three and one-half (3-1/2) feet in size. The Board reserves the right to restrict the size, color, lettering and placement of all signs in the Subdivision. The Board of Directors shall have the right to erect signs as it, in its discretion, deems appropriate. Notwithstanding the above, no signs, banners, or similar items advertising or providing directional information with respect to activities being conducted inside or outside the Property shall be permitted, displayed or posted within the Property. Association, acting through the Board, shall be authorized to enter upon any Lot and remove any sign, advertisement, billboard or other structure displayed in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection with or arising from such entry and/or removal. Declarant may use customary sales and other signs in front of dwelling units during the construction period.

SECTION 11.6 ANIMALS AND PETS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets may be permitted on a Lot. No limitation on the number of pets shall apply to hamsters, small birds, fish or other constantly caged animals, however, the number of dogs or cats shall be limited to two (2). Pets are not permitted to roam free, and, at the sole discretion of Association, pets which endanger the health, make objectionable noise, or constitute a nuisance to the Owners of Lots are not permitted. No pets shall be kept, bred, or maintained for any commercial purpose on a scale that creates a local or public nuisance. Dogs shall at all times, whenever they are outside a Lot, be confined on a leash held by a responsible person. Pet owners must comply with all city, county and state laws pertaining to ownership of such pets, and immediately and properly dispose of all pet excrement.

As to any animals or livestock not permitted, and as to any permitted pets which are allowed to roam free, endanger the health or safety, make objectionable noise, or constitute a nuisance, annoyance or inconvenience to the Owners or occupants of other Lots, the Community Properties or any property located adjacent to or in the vicinity of the Subdivision, as determined in the sole opinion of the Board, the Board may cause any such animal, livestock or permitted pet to be removed from the Subdivision and may prohibit the return of any such permitted pet to the Subdivision. Removal as aforesaid will be at the sole expense of the Owner and without liability of any kind whatsoever to Association, its officers, Directors, agents or employees, including any Person whom the Board may direct to remove any such animal, livestock or permitted pet.

SECTION 11.7 BASKETBALL GOALS. No basketball goals or backboards may be mounted on the dwelling unit or on a pole, or otherwise erected or maintained upon the front or side of any Lot. Basketball goals may be in the back yard. Temporary basketball goals may be used in the front of the Lot so long as they are not left in the yard overnight.

SECTION 11.8 CHILDREN AND OTHER DEPENDENTS. Owners and their tenants shall insure that their children and other dependents, and the children and other dependents of their visitors, guests or invitees, are properly supervised at all times, and shall not permit such children and other dependents to engage in any activity or conduct that will cause damage to or require additional maintenance of any of the Community Properties or other Lots, including landscaped areas and recreational facilities, or which is otherwise in violation of this Declaration. The parent(s), guardian(s) or other Person(s) with whom any child or dependent resides or who are otherwise legally responsible for the care and custody of the child or dependent shall be responsible for ensuring such child or dependent complies with applicable provisions of the Declaration and other Governing Documents, and shall be liable for the consequences of any violation(s) thereof by any such child or dependent.

SECTION 11.9 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 or offensive to the eye; nor shall any substance, 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 Owners or occupants of the Property.

No noxious, illegal, or offensive activity shall be 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 owning or 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 by its Owners or its occupants. No outside burning of trash, garbage or household refuse shall be permitted within the Property. No speaker, horn, whistle, bell (except for door bells) or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot.

SECTION 11.10 ANTENNAS. No antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, without the prior written consent of the Board, the ACC or their respective designees, unless completely contained within the Lot so as not to be visible from the streets adjacent to the Subdivision or private drives therein. 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 or reception of television, radio, or other signals for the benefit of all or a portion of the Property. An eighteen-inch (18") satellite dish is permitted at the rear and side of the dwelling unit.

SECTION 11.11 CLOTHESLINES, STORAGE TANKS, ETC. No clotheslines shall be erected or installed on any Lot or Common Area, and no clothing, linens or other material shall be aired or dried on the front exterior portion of any Lot. All above-ground storage tanks, storage buildings, mechanical equipment, yard equipment and other similar items on Lots shall be located or screened so as to be concealed from the view of neighboring Lots, streets, and property located adjacent to the Lot.

SECTION 11.12 FENCES. No planting or gardening shall be allowed, nor shall any statues be placed on any portion of the Lot. No fences, hedges or walls shall be erected or maintained upon a Lot except as installed in accordance with the initial construction of a dwelling unit or as approved by the Board of Directors or the ACC. Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the Owner and not in any manner the responsibility of Association. No fences or gates are allowed from the front property line to the third (3rd) piling from the front of the dwelling unit.

SECTION 11.13 SUBDIVISION OF LOT AND TIME SHARING. No Lot shall be subdivided or its boundary lines changed except by Declarant as herein provided or except with the prior written approval of the Board of Directors. No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

SECTION 11.14 FIREARMS. The discharge of firearms within the Properties is prohibited. The term "firearms" shall include: pistols, rifles, "B-B" guns, pellet guns, sling- shots and bows and arrows.

SECTION 11.15 TENTS, MOBILE HOMES AND TEMPORARY STRUCTURES. Except with the express written consent of the ACC during initial construction within the Property, no tent, shack, 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 out building to be permanently located on a Lot, provided it receives the prior approval of the ACC. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events.

SECTION 11.16 DRAINAGE AND SEPTIC SYSTEMS. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person may obstruct or re-channel the drainage flows, drainage swales, storm sewers, or storm drains. Septic tanks and drain fields, other than those installed by or with the consent of the Board of Directors, are prohibited within the Property. The Board of Directors may correct drainage as deemed necessary for each individual Lot or the Property as a whole.

SECTION 11.17 DISPOSAL OF TRASH. No trash, ashes, stumps, trees, underbrush or any refuse of any kind or scrap material from any source shall be placed on any tract of land in the Subdivision, on any vacant Lot, or any drive or street in the Subdivision. 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, sewer receptacle or other drainage facility

within the Property. No incinerator may be maintained on any portion of the Subdivision. All trash and similar matter to be disposed of must be placed in cans or similar receptacles with tight fitting lids or plastic bags tied or otherwise tightly secured, and must be placed in an area adequately screened by planting or fencing from public view or within a garage except when placed for regular pickup as herein provided. Equipment used for the temporary storage and/or disposal of such material prior to removal must be kept in a clean and sanitary condition, and must comply with all applicable federal, state, county, municipal or other governmental laws and regulations. All such prohibited matter must be removed from each Lot at regular intervals if not removed or removable by a regular garbage and sanitation service. Trash and garbage for pickup by a regular service must be placed in such area or areas as the Board may from time to time direct, or as the applicable garbage and sanitation service or provider may require; provided trash and garbage may not be placed for pickup earlier than fifteen (15) hours prior to a scheduled pickup day, and all receptacles therefore and any remaining trash and garbage must be removed from the pickup site by midnight of the pickup day. Any of the foregoing provisions may be modified, added to or deleted by applicable Rules and Regulations.

SECTION 11.18 TREE REMOVAL. No trees in Common Areas shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, except by order of the Board. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more comparable trees of equal or greater size and number, and in such locations, as such committee may determine necessary, in its sole discretion, to correct the damage.

SECTION 11.19 BUSINESS USE. 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:

the Lot is the principal residence of the Owner or occupant and such business use is merely incidental to the residential use;

the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot;

the business activity conforms to all zoning or other regulatory requirements for the Property;

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

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 Owners or residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision 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 do or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot or dwelling unit shall not be considered a trade or business within the meaning of this section.

SECTION 11.20 AREA UNDER THE DWELLING UNIT. The area under the dwelling unit may be used for parking vehicles, boats, recreational vehicles, etc. The area may also be used as entertaining space which includes TVs, bar, fire pits, chairs, tables, lighting, etc.

SECTION 11.21 ON-SITE FUEL STORAGE. No on-site fuel 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 household tools or equipment, and Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

SECTION 11.22 LEASING OF LOTS.

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

Leasing Provisions. General. Lots or dwelling units may be rented only in their entirety; no fraction or portion may be rented. Except as provided below, no Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years. Individual Lots or dwelling units may be leased at the Lot Member's discretion. All contracts relating to lease arrangements shall be carried forth between Member and the lessee and shall only involve the Board if the lessee fails to comply with this Declaration and any promulgated Rules and Regulations. Leasing by the night is allowed.

Compliance with this Declaration, the By-Laws and any Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Governing Documents, and shall, jointly with the occupants, be responsible for all violations, losses and damages 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 Governing Documents.

SECTION 11.23 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 11.24 WATER AND MINERAL OPERATIONS. No oil or water well drilling, oil or water well development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot. No derrick or other structure designed for use in boring for water, oil, natural gas, or other minerals shall be erected and maintained or permitted on any Lot.

SECTION 11.25 CARE-GIVING 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, personal care facility, custodial care facility, 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 any such facility is otherwise allowed by the terms of any law specifically negating the provisions of restrictive covenants prohibiting same.

SECTION 11.26 YARD AND ESTATE SALES. Yard or estate sales shall be allowed on any Lot once a year.

SECTION 11.27 UNOCCUPIED RESIDENCES. The Owner of a Lot with an unoccupied residence, including any mortgagee in possession and any mortgagee obtaining title to a Lot by foreclosure or by any deed or other arrangement in lieu of foreclosure, shall remain liable for full observance and performance of all terms and conditions of this Declaration and all other Governing Documents, including in particular but without limitation: (i) proper maintenance of the Lot and all improvements thereof; (ii) securing of the unoccupied residence, including fastening of windows and locking of all entry and garage doors, and maintenance of appropriate curtains or other permitted window covers in order to prevent unauthorized entry or use; and (iii) such other maintenance as required to avoid an appearance of abandonment or other unsightly or unkempt appearance.

SECTION 11.28 RULES AND REGULATIONS. The Board is hereby specifically authorized to promulgate, modify and delete such reasonable Rules and Regulations applicable to the operation, use and occupancy of the subdivision, including all Lots and Community Properties, as the Board may from time to time deem beneficial to the Subdivision. Such authority includes but is not limited to: (i) the right to limit the type and size of vehicles permitted within the Subdivision, traffic and parking regulations and other traffic control procedures, and the maximum permissible noise levels of vehicles within the Subdivision; (ii) procedures and reasonable restrictions and limitations on the right to use Community Properties; and (iii) all procedural and substantive aspects for the establishment, levy, collection and payment of fines for any violations of the Governing Documents. Rules and regulations are of equal dignity with and may be enforceable in the same manner as the provisions of this Declaration; provided

Rules and Regulations may not be enacted retroactively (except that if any activity is subsequently covered by Rules and Regulations and such activity ceases after enactment of the Rules and Regulations covering same, then the Rules and Regulations will apply to the activity thereafter);

Rules and Regulations may not be incompatible with the provisions of this Declaration; and

Rules and Regulations will not become effective until thirty (30) days notice thereof is given to all Owners or such later date as stated in the notice (certification by Association that proper notice was in accordance with this Section to be conclusive absent proof of fraud).

SECTION 11.29 BALCONIES. Declarant anticipates constructing residential structures containing balconies. The balcony deck, walls, railings and ceilings shall be the sole responsibility of the Owner of the respective Lot. Patio furniture in good condition and repair is allowed on the balconies; other personal belongings and personal property and other items shall not be brought onto, stored, kept or be allowed to remain on the balconies. Open flames of any kind, including but not limited to grills, BBQ pits, heaters and candles are not allowed on balconies at any time.

ARTICLE XII

EASEMENTS

SECTION 12.1 CONSTRUCTION ENCROACHMENTS. Each dwelling unit and the properties included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhang of the structures built by Declarant. A valid easement for said encroachment and for the maintenance of same, so long as they stand, shall and does hereby exist.

SECTION 12.2 EASEMENTS FOR UTILITIES, ETC. There are hereby reserved 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, security, 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 the easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant thereof. Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier easements across all Lots and the Common Areas for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. Notwithstanding anything to the contrary contained in this Declaration, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board of Directors. 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 Declaration shall in no way adversely affect any other recorded easement on the Property.

SECTION 12.3 ELECTRIC SERVICE. Underground single phase electric service shall be available to all dwelling units within the Property and to any recreation buildings to be constructed on the Common Area and the metering equipment shall be located on the exterior

surfaces of their walls at a point to be designated by the utility company. The utility company furnishing the service shall have a five foot (5') wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the dwelling unit or appurtenant garage.

SECTION 12.4 LIABILITY. Neither Declarant nor any utility company using any easement granted herein shall be liable for any damage done by any entity, its employees, or agents, to shrubbery, trees, flowers or other improvements located on the land while furnishing a service covered by said easement.

SECTION 12.5 OWNER'S EASEMENT. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits, or other service lines running through their property which are utilized for or serve other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his or her Lot.

SECTION 12.6 RECORDATION OF EASEMENTS. Easements and any alleys for the installation and maintenance of utilities and drainage facilities may be recorded in the Office of the County Clerk of Harris County, Texas, by instrument as provided in Section 12.2 above. Copies of these shall be kept on file in the office of Association. No shrubbery, fence or other obstruction shall be placed in any easement or alleyways. Right of use for ingress and egress shall be had at all times over dedicated easements, and for the installation, maintenance, operation, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.1 DURATION. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by Association or the Owner of any part of the Property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless amended or terminated as hereinafter set forth.

SECTION 13.2 AMENDMENT. The terms of this Declaration may be amended at any time by an instrument signed by those Owners owning at least two-thirds (2/3) of the Lots within the Subdivision. No person shall be charged with notice of or inquiry with respect to any amendment until and unless such amendment has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

During the development period, Declarant shall have the right from time to time and at any time to amend, modify or repeal this Declaration, in whole or in part, without joinder of any Owner

or any other person effective upon recordation of an instrument of amendment in the Official Public Records of Real Property of Harris County, Texas.

SECTION 13.3 INDEMNIFICATION. Association shall indemnify every officer, Director, and committee member of Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, Director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board of Directors) to which he or she may be a party by reason of being or having been an officer, Director, or committee member. The officers, Directors, and committee members of Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of Association (except to the extent that such officers or Directors may also be Members of Association), and Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, Director, or committee member, or former officer, Director, or committee member of Association may be entitled. Association shall, as part of the Common Expenses, maintain adequate general liability and officers' and Directors' liability insurance to fund this obligation, if such insurance is reasonably available.

SECTION 13.4 SEVERABILITY. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 13.5 LITIGATION. No judicial or administrative proceeding shall be commenced or prosecuted by Association unless approved by an affirmative vote of two-thirds (2/3) of the Members present in person or by proxy at a meeting duly called for such purpose. This Section shall not apply, however, to (a) actions brought by Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VI hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by Association in proceedings instituted against it.

SECTION 13.6 COMPLIANCE. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration, the By-Laws and any Rules and Regulations of 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 Association or, in a proper case, by any aggrieved Owner or Owners. In addition, Association may avail itself of any and all remedies provided in this Declaration, the By-Laws or the applicable laws of the State of Texas or any subordinate regulatory authority.

SECTION 13.7 SECURITY. Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Association shall in no way be considered insurers or guarantors of security within the

Property, and Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner and occupant of any Lot, and each tenant, guest and invitee of any Owner, as applicable, acknowledges and understands that Association, its Board of Directors and committees, are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, Lots, dwelling units, outlying buildings and structures, vehicles, their contents and other personal property.

SECTION 13.8 NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 13.9 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 Person 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 13.10 ENFORCEABILITY. This Declaration shall run with the Property and shall be binding upon and inure to the benefit of and be enforceable by Association and each Owner of a Lot in the Subdivision, or any portion thereof, and by their respective heirs, legal representatives, successors and assigns. In the event any Person shall violate or attempt to violate any of the provisions of this Declaration, Association, or the Owner of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation, and shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated this Declaration or any Rules and Regulations.

SECTION 13.11 RIGHT OF ENTRY; ENFORCEMENT BY SELF HELP. Association shall have the right, in addition to and not in limitation of all the rights it may have under this Declaration and applicable law, to enter upon any Lot, including any improvements located thereof, if deemed reasonably necessary by the Board of Directors 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 Association's Board, officers, agents, employees, managers, and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, Association shall first attempt to provide reasonable notice to the Owner and/or other occupant of the Lot. All costs of such efforts, including reasonable attorney's fees actually incurred, shall be assessed against the Owner of the Lot and shall be collected as provided for herein for the collections of assessments herein provided for.

SECTION 13.12 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 property within the Subdivision hereby is declared to be a violation of this Declaration and shall be subject to any and all enforcement procedures set forth in this Declaration.

SECTION 13.13 REMEDIES CUMULATIVE. Each remedy provided under this Declaration is cumulative and not exclusive.

SECTION 13.14 NO REPRESENTATIONS OR WARRANTIES. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Subdivision or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as specifically shall be set forth in writing by separate document.

SECTION 13.15 LIMITATION ON LIABILITY. Neither Association, the Board, the ACC, Declarant or any officer, agent or employee of any of the same acting within the scope of their respective duties described in this Declaration shall be liable to any Person for any reason or for any failure to act if the action or failure to act was done in good faith and without malice.

SECTION 13.16 CAPTIONS FOR CONVENIENCE. The titles, headings, captions, article 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 13.17 GOVERNING LAW. This Declaration shall be construed and governed under the laws of the State of Texas.


IN WITNESS WHEREOF, the undersigned, being Declarant herein, has set its hand and seal this 27th day of August, 2018.

DECLARANT

BAYWAY HOMES, INCORPORATED

By: 

Jon Skeele, President


Jon Skeele, individually

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 29th day of August, 2018 by Jon Skeele, individually and as President of and on behalf of Bayway Homes, Incorporated.





Notary Public, in and for the State of Texas

RP-2018-398462
Pages 31
08/30/2018 10:47 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$132.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2018-3984