

Forest Bend Townhouse Homeowners Association, Inc.

Friendswood, Texas

Deed Restrictions

The following is a **summary** of the restrictions of Forest Bend Townhouse Homeowners' Association (FBTHA). These excerpts are taken from the "Declaration of Covenants, Conditions and Restrictions" for FBTHA dated July 25, 1972.

1. Party walls shall not be cut/penetrated through by owner/resident for any purpose whatsoever. No owner/resident shall damage the structural soundness of any other townhouse nor allow any condition to adversely affect any other townhouse or its owner/resident.
2. Exterior modifications (additions, changes, alterations) are not allowed unless approved, in writing, by the Board of Directors (BOD) of FBTHA. Complete details for any/all requested exterior changes (front and back) must be submitted on a Home Improvement Application (HIA) for approval by the BOD prior to start of any work. This includes painting of front doors and exteriors of fences/gates. HIA's can be obtained by contacting the management company (HCMS) 832-864-1272.
3. Exterior maintenance/repair required as a result of willful or negligent act of owner, family, guests or renters and not covered or paid for by homeowner's insurance, shall be charged to the homeowner and become a part of the assessment for that townhouse.
4. Private residences - Each lot/townhouse is for residential purposes only, as private residences. No professional, business nor commercial use is allowed. No owner's/resident's use of a lot/townhouse may endanger the health nor disturb the reasonable enjoyment of any other owner/resident.
5. Single-family dwelling - Each lot/townhouse is a single-family (defined as not more than two unrelated adults per household) residence only.
6. Additional structures (fence/wall/building/other structure) shall not be built nor moved onto any lot. No temporary structure (trailer, tent, shack, garage, barn nor other outbuilding) shall be used on any lot, at any time, for a residence.
7. Signs - No advertising signs (except one "For Rent" or "For Sale" sign of 5 sq. ft. max), billboards, unsightly objects nor nuisances are permitted on any lot.
8. Pets - No animals, livestock, poultry of any kind, except dogs, cats or other common household pets, shall be raised, bred nor kept on any property. Pets are limited to two animals per household, provided they are not kept, bred nor maintained for commercial purposes. None of these animals may exceed twenty-five (25) pounds in weight. No animal may be tied/chained in front yards or common areas for any period of time. No animal (including cats) which creates an annoyance or nuisance to any resident may be kept on any property. Animals (including cats) are not permitted to roam unleashed on the property. Animal owners shall be responsible for immediate clean-up and disposal of animal waste from all grass areas, common areas, walkways.

Failure to abide by this rule may result in sanctions against the owner of the townhouse where the animal resides. Such sanctions may include (not limited to) a fine of \$25.00, suspension of rights to use recreational facilities or initiation of legal action against violator and/or homeowner.

9. Trash, rubbish and garbage shall be kept screened from public view, removed regularly and not be allowed to accumulate. Note: Trash collection days are Tuesdays and Fridays; recycling collection is Tuesdays. Please don't put trash out earlier than night before and store containers after collection.
10. Drying of clothes shall be confined to the privacy of individual patios (not on fences) and must be screened from public view.
11. Satellite dishes and antennae must be installed in a manner causing no roof/building damage and not impairing structural integrity to any building, structure or common area in the complex or property of any other resident. Manner of installation may not void/jeopardize any warranty of FBTHA or other owner nor create a safety hazard for any person.
12. Parking in streets, driveways, fire lanes or unpaved common areas is not allowed, except for emergency, construction or service vehicles as briefly as possible. Guest parking may be used for a limit of 48 hours by family, guests and invitees of owners/residents. **Guest parking is not intended for use by owners/residents.** Boats, canoes, trailers, camping units or personal vehicles may not be stored at any location in the complex, including carport areas.
13. Planting/gardening shall be done by owner/resident only in individual patio area unless written approval obtained from the BOD. All maintenance of the patio area is the owner's/resident's responsibility.
14. All-terrain vehicles (three- or four-wheelers, dirt bikes, motor scooters) shall not be operated within the property.
15. Easement access is required from all homeowners/residents as necessary across all properties for purposes of installation, replacement, repair or maintenance of utilities (water, sewer, telephone, electricity). No sewer, electrical or water lines or other utilities may be installed or relocated on the property without written approval of the BOD.
16. Speed limit is posted at **10 m.p.h.** everywhere across the complex.
17. Storage of trash cans, recycle bins, storage containers, garden supplies, bbq grills, toys, bikes, exercise equipment must be screened from public view and not under carport areas.
18. Delinquent assessments
 - * 1st of month – assessment due
 - * 16th of month – assessment delinquent; \$10.00 late fee/\$_____ collection fee assessed; reminder notice mailed by HCMS requiring full payment (assessment/late fee/collection fee) within 10 days
 - * If no payment received and second month assessment comes due, water cut-off notice posted at townhouse advising of water service disconnection in 5 days. Owner responsible for payment of all assessments, late/collection fees, plus all plumbing costs (installation of water cut-off device) and attorney's fees (if incurred).