

**CORPORATE CERTIFICATE**  
**TEASWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

The undersigned certifies that he is the President of Teaswood Community Improvement Association, Inc. (the "Association"). The Association is the property owners' association for TeasWood, Sections I through V, a subdivision in Montgomery County, Texas, according to the maps or plats thereof recorded in the real property records of Montgomery County, Texas.

The Association is a Texas nonprofit corporation, and a true and correct copy of the **Amended and Restated Declaration of Covenants, Conditions & Restrictions for TeasWood** is attached to this certificate.

Signed this 16 day of May 2023.

TEASWOOD COMMUNITY IMPROVEMENT  
ASSOCIATION, INC.

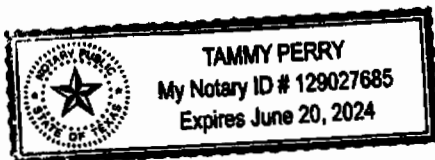
By: *Bradly B. Berg*  
Bradly B. Berg, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on Bradly Berg, 2023, by Bradly B. Berg, President, of Teaswood Community Improvement Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Given under my hand and seal of office this 16<sup>th</sup> day of May 2023.



*Tammy Perry*  
Notary Public, State of Texas  
My commission expires: June 20, 2024

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
FOR TEASWOOD**

**THE STATE OF TEXAS  
COUNTY OF MONTGOMERY**

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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS &  
RESTRICTIONS FOR TEASWOOD**

**RECITALS**

WHEREAS, TeasWood Community Improvement Association, Inc. (the "Association") is the property owners association (as that term is used and defined in Section 202.001 of the Texas Property Code) for TeasWood, Section I, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded under Clerk's File No. 85-12905, Cabinet E, Sheet 83B, Map Records of Montgomery County, Texas (hereinafter referred to as the "Section I"); and

WHEREAS, Section I is subject to certain covenants, conditions and restrictions as set out in that certain Declaration of Covenants, Conditions and Restrictions for TeasWood Section I, recorded under Clerk's File No. 97-09983, of the Official Public Records of Montgomery County, Texas (the "Section I Declarations"); and

WHEREAS, the Section I Declarations were amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Section I, recorded under Clerk's File No. 2018-106848, of the Official Public Records of Montgomery County, Texas (the "Section I Amendment")

WHEREAS, The Association is the property owners' association (as that term is used and defined in Section 202.001 of the Texas Property Code) for TeasWood, Section II, comprised of 13.426 acres and being a replat of Lot 36, Block 1 and Lot 74, Block 2 of TeasWood, Section I according to the map or plat thereof recorded in Cabinet E, Sheet 83B, Map Records of Montgomery County, Texas (hereinafter referred to as the "Section II"); and

WHEREAS, Section II is subject to certain covenants, conditions and restrictions as set out in that certain Declaration of Covenants, Conditions and Restrictions for TeasWood Section I, recorded under Clerk's File No. 97-09983 and the Supplemental Declaration to include TeasWood Section II, recorded under Clerk's File No. 99-006162, of the Official Public Records of Montgomery County, Texas (the "Section II Declarations"); and

WHEREAS, the Section II Declarations were amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Section II, recorded under Clerk's File No. 2018-106849, of the Official Public Records of Montgomery County, Texas (the "Section II Amendment")

WHEREAS, The Association is the property owners' association (as that term is used and defined in Section 202.001 of the Texas Property Code) for TeasWood, Section III, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded under Clerk's File No. 2002-121666, Cabinet T, Sheets 20-25, Map Records of Montgomery County, Texas (hereinafter referred to as the "Section III"); and

WHEREAS, Section III is subject to certain covenants, conditions and restrictions as set out in that certain Declaration of Covenants, Conditions and Restrictions for TeasWood Section III, recorded under Clerk's File No. 2002-123751, of the Official Public Records of Montgomery County, Texas (the "Section III Declarations"); and

WHEREAS, the Section III Declarations were amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Sections III and IV, recorded under Clerk's File No. 2018-106850, of the Official Public Records of Montgomery County, Texas (the "Section III Amendment")

WHEREAS, TeasWood Community Improvement Association, Inc. (the "Association") is the property owners association (as that term is used and defined in Section 202.001 of the Texas Property Code) for TeasWood, Section IV, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded under Clerk's File No. 2003-117840, Cabinet V, Sheets 3-4, Map Records of Montgomery County, Texas (hereinafter referred to as the "Section IV"); and

WHEREAS, Section IV is subject to certain covenants, conditions and restrictions as set out in that certain Declaration of Covenants, Conditions and Restrictions for TeasWood Section IV, recorded under Clerk's File No. 2002-123751, of the Official Public Records of Montgomery County, Texas (the "Section IV Declarations"); and

WHEREAS, the Section IV Declarations were amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Sections III and IV, recorded under Clerk's File No. 2018-106850, of the Official Public Records of Montgomery County, Texas (the "Section IV Amendment")

WHEREAS, TeasWood Community Improvement Association, Inc. (the "Association") is the property owners association (as that term is used and defined in Section 202.001 of the Texas Property Code) for TeasWood, Section V, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded under Clerk's File No. 2004-078012, Cabinet W, Sheets 96-99, Map Records of Montgomery County, Texas (hereinafter referred to as the "Section V"); and

WHEREAS, Section V is subject to certain covenants, conditions and restrictions as set out in that certain Declaration of Covenants, Conditions and Restrictions for TeasWood Section V, recorded under Clerk's File No. 2004-134413, of the Official Public Records of Montgomery County, Texas (the "Section V Declarations"); and

WHEREAS, the Section V Declarations were amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Section V, recorded under Clerk's File No. 2018-106851, of the Official Public Records of Montgomery County, Texas (the "Section V Amendment")

WHEREAS, Section I, Section II, Section III, Section IV, and Section V will be collectively referred to as ("TeasWood") and Section I Declarations, Section II Declarations, Section III Declarations,

Section IV Declarations, and Section V Declarations will be collectively referred to as (“TeasWood Declarations”) Section I Amendment, Section II Amendment, Section III Amendment, Section IV Amendment, and Section V Amendment will be collectively referred to as (“TeasWood Amendments”)

**NOW, THEREFORE**, this instrument shall combine, amend, supersede, replace, and restate those Section I, II, III, IV, and V Declarations, and the amendments thereto.

## **ARTICLE 1 GENERAL**

**Section 1. Definitions.** The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

"Association" shall mean and refer to The TeasWood Community Improvement Association, Inc. a Texas non-profit corporation.

"Board" shall mean and refer to the Board of Directors of The TeasWood Community Improvement Association, Inc.

"City" means the City of Conroe, Texas.

“Common Area” shall mean and refer to the entrance and all areas in any sections that are designated as common areas or reserves on plats, and any other properties, real or personal, now owned or hereafter acquired by the Association for the common use, benefit, and/or enjoyment of Members of the Association. The term shall not apply to any property acquired by the Association pursuant to a foreclosure of the assessment lien provided for below unless such property is later dedicated by the Association for the use and benefit of the Members.

"Common Properties" means and refers to the following Reserves, as shown on the recorded plat and amendments thereto which are restricted to Conservation Area/Greenbelt use; Reserves A, D, E, and G, together with the private streets dedicated by said plat of TeasWood as amended.

"Conservation Areas" or "Greenbelt Areas" are those areas identified as such on the said plat, as amended, and are those Common Properties defined above, being Reserves A, C, D, E, I, G, and J, Reserve H outside of the fenced sewage treatment plant site, and those strips and portions or parts of Lots shown as greenbelt easements, if any, on the plat of TeasWood, as amended, being an easement for Greenbelt use.

“Declaration” means this instrument, the contents herein and incorporated by referenced hereto.

"Greenbelt Use" or "Conservation Area Use” means an easement for the benefit of the Owners

of Lots within TeasWood, restricted from motor vehicular use except as otherwise specified in Article 5, for the use of pedestrians. Except as directed by the Association, no buildings are to be constructed within any area designated as Greenbelt or Conservation Area on the recorded plats of TeasWood, as amended in the future. A building, or other improvements, may be constructed on any Association owned Lot, Greenbelt, or Conservation Area by the Association.

“Guest” means a person, not residing permanently in TeasWood, who is invited into TeasWood by an Owner or Lessee.

“Lessee” means a non-Owner who is residing in TeasWood as a result of a Lease Agreement with the property owner. “Lessee” holds the same meaning as the term “Tenant” as defined by Texas Property Code Section 91.001(6) and who is authorized by a “Lease” as that term is defined by Texas Property Code Section 91.001(3).

"Lot" for the purposes of this declaration means any platted Lot within The Properties shown on the plat thereof, as amended, or one or more such Lots or fractions thereof used for a single detached dwelling site.

“Maintenance Entity” means the entity who has the authorization and responsibility for certain maintenance obligations as set forth in Section 3 of this Declaration.

"Member" shall mean and refer to every person or entity that holds membership in the TeasWood Community Improvement Association, Inc., as set forth herein.

“No Wake Zone” means the slowest-possible vessel speed required to maintain steerage while minimizing the wake created by boats.

"Owner" means the record titleholder(s) of the fee simple interest to any Lot whether or not such holder actually resides on the Lot.

"Residence" means a single dwelling that is the residence of a family residing therein. The living area for purposes of this instrument includes the heated and air-conditioned space of said dwelling. The area of a residence, for the purposes of this instrument does not include attached or unattached garages, and does not include the living area of detached dwellings utilized as guest houses or housing for staff employed unless a variance is granted by the TeasWood Architectural Control Committee.

"Residential Reserve” means and refers to Reserves, if any, shown on the recorded plat and amendments thereto which are restricted to Residential Use and being reserved for future development.

"Residential Use" means for single family residential purposes, any area designated as such shall not be used for any purpose except for single-family residential purposes and for ingress and egress.

"Special Assessments" means and refers to those assessments made by the TeasWood Community Improvement Association, Inc. from time to time as provided under Section 4 of Article 3 hereof.

"Supplemental Declaration" means any supplement or amendment to this Declaration as herein permitted.

"The Properties" means the property subject to this declaration, being the real property described on the plat thereof and including any improvements thereon and further described as TeasWood, Section I, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded under Clerk's File No. 85-12905, Cabinet E, Sheet 83B, Map Records of Montgomery County, Texas; TeasWood, Section II, comprised of 13.426 acres and being a replat of Lot 36, Block 1 and Lot 74, Block 2 of TeasWood, Section I according to the map or plat thereof recorded in Cabinet E, Sheet 83B, Map Records of Montgomery County, Texas; TeasWood, Section III, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded under Clerk's File No. 2002-121666, Cabinet T, Sheets 20-25, Map Records of Montgomery County, Texas; TeasWood, Section IV, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded under Clerk's File No. 2003-117840, Cabinet V, Sheets 3-4, Map Records of Montgomery County, Texas; and TeasWood, Section V, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded under Clerk's File No. 2004-078012, Cabinet W, Sheets 96-99, Map Records of Montgomery County, Texas, and any amendments thereto. Any reference to the "Subdivision" shall hold the same meaning as "The Properties" as set forth in this definition.

## **Section 2. Property Subject to Declaration.**

The real property covered by this Declaration is described above as "The Properties". All of The Properties and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by the Owner, and any subsequent Owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens hereafter set forth, and additional properties may be added hereto in the following manner:

- a. If any person, individual, firm or corporation is the owner of any property which it desires to add to the scheme of this Declaration, it may do so by filing of record a Supplemental Declaration, which shall extend the scheme of the covenants and of this Declaration to such property, PROVIDED HOWEVER, that such covenants and restrictions as applied to the property which is so added may be altered or modified by said Supplemental Declaration, and PROVIDED FURTHER, if property is added to the scheme of this Declaration by any person, individual, firm, or corporation, the Association, acting through its Board of Directors, must give written consent thereto. Any addition of residential Lots to The Properties must be approved by a vote of the majority of Owners per the voting procedure described in Article 8, Section 2. Properties may be added to the scheme of this

Declaration whether or not such properties are contiguous to the properties covered by this Declaration. Each Supplemental Declaration shall include a legal description of the property added and shall designate said area with the term "Section" followed by a numeral greater than Five so as to differentiate each respective area from other areas within The Properties.

- b. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to The Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and established by this Declaration upon The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration pertaining to The Properties except as herein provided.

### **Section 3. Required Subdivision Improvements.**

Private dedication. Certain subdivision improvements which are required by the subdivision regulations of the City of Conroe, Texas have been privately dedicated for the use and benefit of property owners within the subdivision. The improvements described in this Article are required subdivision improvements, which are dedicated for the private use and benefit lot owners within the subdivision.

The Maintenance Entity authorized and required under these Declaration of Covenants, Conditions & Restrictions ("the Restrictions") is The TeasWood Community Improvement Association, Inc. a Texas non-profit corporation and shall be responsible for the maintenance and upkeep of these required improvements and shall be authorized to access and collect a maintenance fee against the subdivision lots and to expend funds so collected for such purposes.

Private Streets. Streets which have been noted on the subdivision plat as "Private" are dedicated for the private use and benefit of lot owners within the subdivision and are maintained by the Maintenance Entity. Notwithstanding this private dedication, the dedication includes an easement covering the street area which permits the installation, operation and maintenance of water, sewer, gas, electric, telephone, cable television or other such utilities by the city and other utilities lawfully entitled to provide service to the abutting property. The dedication also includes a right of access to public agencies engaged in both routine and emergency public services, including law enforcement, fire protection, medical response, inspection and code enforcement. The Maintenance Entity may make an offer of public dedication of private streets if such dedication is authorized by affirmative vote of a majority of lot owners within the subdivision. To be effective, an offered public dedication must be accepted by formal vote of the governing body

of the public entity that has jurisdiction over the streets. Until formally accepted, private streets that are offered for public dedication remain the responsibility of the Maintenance Entity.

Storm water retention and detention facilities. Storm water retention and detention facilities, including retention and detention ponds, have been located as easements within the subdivision per City requirements to contain the storm water runoff associated with development. The Maintenance Entity shall be responsible for the operation and maintenance of these facilities.

Open spaces and Common Areas. The Maintenance Entity shall be responsible for open spaces and Common Areas, if any, within the subdivision. These facilities are dedicated for the use and benefit of lot owners within the subdivision only.

Amendment of Article. The provisions of this Article may not be amended without the express written consent of the Planning Commission of the City of Conroe, Texas.

Exercise of maintenance and assessment powers by City. In the event the Maintenance Entity shall fail or refuse to adequately maintain the privately dedicated subdivision improvements described by the Article, the City shall be authorized, but not obligated, to exercise the assessment and maintenance powers in place of the Maintenance Entity. The City may utilize the proceeds of the maintenance funds to reimburse funds advanced by the City for maintenance of improvements covered by this Article. It shall be the duty of the Board of Directors to assess and collect the maintenance fee established by the Article and to utilize such funds for the maintenance and upkeep of the privately dedicated subdivision improvements located within the subdivision. If, for any reason, the Board of Directors shall fail to provide for the assessment and collection of such maintenance fee, or for the proper maintenance and upkeep of the privately dedicated subdivision improvements, then, the City of Conroe, Texas shall be authorized, but not required, to exercise such power in the place of the Board of Directors. In the event the City of Conroe, Texas shall advance its own funds to defray expenses of maintenance of the privately dedicated subdivision improvements, the City shall be entitled to reimbursement from the maintenance fund and may increase the maintenance assessment as necessary to insure repayment.

**ARTICLE 2**  
**MEMBERSHIP AND VOTING RIGHTS IN TEASWOOD COMMUNITY IMPROVEMENTS**  
**ASSOCIATION, INC**

**Section 1. Membership.** Each and every person, persons, or legal entity who falls under the definition of an Owner or Owners shall automatically be a Member of the Association, PROVIDED, that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member, AND, no Lessee who is not otherwise an Owner shall be a Member.

**Section 2. Classes of Voting Members.** The Association shall have one class of voting

membership. Each Member shall be entitled to one (1) vote for each Lot owned, provided that Lot is subject to an Annual Assessment as provided for in Article 3. When two or more persons or entities hold undivided interests in any Lot or Lots, all such persons or entities shall be members, and the vote for such Lot or Lots shall be exercised as they, amongst themselves, determine, but in no event shall more than one vote be cast with respect to each Lot that is subject to an annual assessment, as provided for in Article 3.

### **ARTICLE 3 ASSESSMENTS BY THE ASSOCIATION**

**Section 1. Covenants for Assessments.** Each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to a covenant to pay to the Association: (1) annual assessments or charges (as specified in Section 3 hereof); and (2) special assessments for capital improvements (as specified in Section 4 hereof). All such assessments to be fixed, established and collected from time to time as hereinafter provided.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the Lot Owners, and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

**Section 3. Annual Assessment.** Each Owner of each Lot shall pay to the Association an annual assessment in an amount determined from time to time by a majority vote of the Owners per Lot payable in advance for each year, on the 1st day of January of each year during the term hereof. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, propose modification of the assessment for any year at a lesser or greater amount and submit the revised assessment to the Association for membership approval as provided in Section 5 hereof.

In the event of any conveyance or transfer of any Lot, the proration of any prepaid annual assessment shall be the responsibility of the transferor and transferee, and under no circumstances shall the Association be liable for the refund of any assessment.

An Owner of multiple contiguous Lots that enjoy an annual assessment abatement granted by the Association on one or more of those Lots, as evidenced by a legal agreement between the Owner and the Association, will continue this abatement until such time as the property or properties are sold or conveyed to another party. Any Lot that has been granted an annual assessment abatement by the Association, and substantial permanent improvement has occurred that renders that Lot unable to be sold separately, will not be charged an annual assessment, and this abatement is transferable upon sale or transfer. Also, Lots that are deemed un-developable, by the city and county authorities or by other special circumstance, will not be charged an annual assessment, and this abatement is transferable upon sale or transfer.

**Section 4. Special Assessments.** In addition to the annual assessments authorized by Article 3, Section 3 herein, the Association may, by vote of its Members as set out in Article 3, Section 6 herein, levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement within the private street area and common properties including but not limited to storm water facilities, lakes, detention ponds, structures, buildings, roadway lighting systems and appurtenances as provided under Article 7 hereof, and/or for carrying out other purposes of the Association as stated in the Articles of Incorporation.

An Owner of Lots that enjoy an annual assessment abatement granted by the Association on one or more Lots, as evidenced by a legal agreement between the Owner and the Association, will not be charged a special assessment on those same Lots.

**Section 5. Vote Required for Increase in Rate of Annual Assessment.** The increase in rate of the annual assessment as authorized by Article 3, Section 3 herein shall require the affirmative vote of a majority of those Members present in person, by proxy, or absentee ballot, at an annual meeting or special meeting called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 6. Vote Required for Special Assessment.** Special Assessments authorized by Article 3, Section 4 herein shall require the affirmative vote of a majority of those Members present in person, by proxy, or absentee ballot, at an annual meeting or special meeting called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 7. Commencement Date of Annual Assessment.** The first annual assessment provided for herein shall commence on the 1st day of ownership by any person or entity. The amount of the Annual Assessment shall be prorated and collected for the balance of the current year and shall continue thereafter from year to year.

**Section 8. Due Date of Assessments.** The assessments for each year shall become due and payable on January 1 of such year and shall be considered delinquent if not paid by January 31 of such year. The due date and delinquent date of any special assessment under Article 3, Section 4 herein shall be fixed in the resolution authorizing such assessment. Special assessments may be assessed annually, quarterly, monthly or at other times as fixed in the resolution authorizing such assessment.

**Section 9. Owner's Personal Obligation for Payment of Assessments.** The annual assessments and special assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments. In the event of default in the payment of any such assessment, the Owner of the Lot shall be obligated to pay interest at the rate set by the Board from time to time on the amount of the assessment from the due date thereof, together

with all costs and expenses of collection, including attorney's fees.

**Section 10. Assessment Lien and Foreclosure.** All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Article 3, Section 9 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such assessment, which shall bind such Lot in the hands of the Owner, and his heirs, devisees, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed from a state or national bank, mortgage company, savings association, credit union, insurance company or other institutional lender for the purchase and/or improvement of the Lot in question. The Association, acting through its Board, shall have the power to subordinate the aforesaid assessment lien to any other lien. To evidence the aforesaid assessment lien, the President of the Board of the Association shall prepare a written notice of assessment lien (the "Assessment Notice") setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by any member of the Board of the Association and shall be recorded in the office of the County Clerk of Montgomery County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth hereinabove, and may be enforced by non-judicial foreclosure of the defaulting Owner's Lot by the Association in the like manner as under a deed of trust (with power of sale) on real property subsequent to the recording of the Assessment Notice as provided above. In furtherance of the foregoing, and as security for the payment of said assessments, the Association, on behalf of itself and all subsequent Owners of Lots, hereby grants and conveys all of the Lots, in trust, unto any trustee or substitute trustee designated or appointed by the Board ("Trustee").

In the event of default in payment of any assessment when due, it shall thereupon at any time thereafter be the duty of said Trustee, or his successor or substitute as hereinafter provided, as the request of any member of the Board (which request is hereby conclusively presumed), to enforce this Trust; and after advertising the time, place and terms of the sale of the Lot or Lots described in said Assessment Notice, and mailing and filing notices as required by Section 51.002, Texas Property Code, as then amended (successor to Article 3810, Texas Revised Civil Statutes), and otherwise complying with that statute, said Trustee shall see said Lot or Lots then subject to the lien herein retained, at public auction in accordance with such notice on the first Tuesday of any month between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m., to the highest bidder for cash, selling, if there be more than one Lot, such property in its entirety or in separate Lots as the Trustee acting may elect, and make due conveyance to the purchaser or purchasers, with general warranty binding the Owner thereof, his heirs and assigns, and out of the monies arising from such sale, said Trustee acting shall first pay all the expenses of advertising and conducting the sale, and making the conveyance, which amount shall be due and owing in addition to any attorney's fees or collection costs otherwise provided to be paid hereunder and all other indebtedness secured hereby, rendering the balance of the purchase price, if any, to said Owner, his heirs or assigns; and the recitals in the conveyance to the purchaser or purchasers shall be full

and conclusive evidence of the trust of the matters therein stated, and all requisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against said Owner, his heirs and assigns. It is further agreed that in the event a foreclosure hereunder should be commenced by said Trustee, or his substitute or successor, such sale may be abandoned, and the Board of the Association may institute suit for the collection of any Assessment, and for foreclosure of this lien judicially, and it is further agreed that if the Board of the Association should so institute suit for collection thereof, and for foreclosure of the lien herein retained, that the Board may at any time before entry of final judgment in said suit dismiss the same, and require said Trustee, or his successor substitute, to sell such Lot or Lots in accordance with the provisions hereof. The Board of Directors of the Association in any event is hereby authorized to appoint a substitute trustee or a successor trustee to act instead of any trustee named herein without other formality than a designation in writing of a substitute or a successor trustee signed by any member of the Board of the Association; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until all assessments hereby secured have been paid in full, or until all said Lots are sold hereunder, and each substitute and successor trustee shall succeed to all the rights and powers of the original Trustee. The lien herein retained and created shall not be exhausted by any one or more sales of one or more Lots, but shall continue as security for payment of all assessments at any time to become due hereunder. The Association shall have the power to bid on any Lot or Lots being foreclosed.

**Section 11. Exempt Properties.** The following realty is exempt from assessment and from any lien: (1) all Common Properties, (2) all utility property, utility plants, utility distribution, transmission and collection systems (3) all property owned by the Association and (4) any real property owned or dedicated to any political subdivision.

#### **ARTICLE 4 ARCHITECTURAL CONTROL COMMITTEE**

**Section 1. Designation of Committee.** The Association shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, who are not currently on the Board, are not a current Board member's spouse, nor a person residing in a current Board member's household, and who shall be appointed by the Board of Directors of the Association. Any and all members of such committee may be removed by the Board of Directors with or without cause. The Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

**Section 2. Function of Architectural Control Committee.** The Architectural Control Committee is responsible for interpreting and enforcing the architectural standards and improvement guidelines to ensure the aesthetic harmony and congruity of the community. No improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered by addition or deletion, maintained or permitted to remain on any portion of a Lot until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, shall have

been submitted to and approved in writing by such committee. The Association shall have the right to employ professional consultants to assist it in discharging its duties or may impose fees to cover the cost of discharging its duties, enforcing design guidelines, enforcing of the covenants and restrictions, and enforcing Architectural Control Committee decisions. The fees associated with the foregoing shall be determined and apportioned from time to time by the Association. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant unless appealed to the Board within 30 days, or otherwise successfully appealed under the Texas Property Code or other applicable authority.

**Section 3. Content of Plans and Specifications.** The plans and specifications, for new home construction and improvements, to be submitted for approval shall include, but not be limited to, the following:

- a. A site plan, including a plat showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Site plan to include location and method of protection of landscaping set-back easement as set forth in Article 5, Section 25, below. Existing and finished grades shall be shown at Lot corners and on corners of proposed buildings. Lot and road right-of-way drainage provisions shall be indicated as well as cut, fill and drainage details if any appreciable change in the Lot contours is contemplated. Consideration shall be given to a storm water prevention plan and how to avoid run-off of dirt and fill materials onto adjacent Lots, streams and streets. A topographical plat may be required at the discretion of the Architectural Control Committee.
- b. Exterior architectural elevations.
- c. Exterior materials, colors, textures, and shapes.
- d. Landscaping plan, including walkways, fences and walls (if permitted), elevation changes, watering systems, lighting, vegetation and ground cover.
- e. Parking area and driveway plan.
- f. Screening, including size, location, and method.
- g. Location of utility connections.
- h. Plans and specifications for exterior illumination, including location and method of illumination of both sides of any driveway intersecting with any TeasWood private street or roadway.
- i. Design and materials for construction, and plans for grading and clean-up of the interconnect (including any culvert or related facility) between driveways and any walkway, and the street or roadway.

- j. All job sites must have one portable toilet available for the construction crew and one large trash bin or cage located on the Lot and out of any road right of way.
- k. The type, size and height of all mailboxes which shall be first approved by the Architectural Control Committee.
- l. Plans and specifications for any boat docks, piers, or bulkheads, including location and method of illumination, type of material and color.

**Section 4. Definition of "Improvement".** Improvement includes all buildings, and roofed structures, parking areas, fences, walls, hedges, mass plantings, poles, sidewalks, driveways, ponds, lakes, piers, boat docks, swimming pools, tennis courts, sports or play equipment, signs, changes in any exterior color or shape, glazing or re-glazing of exterior windows with mirrored or reflective glass, and any new exterior construction or exterior improvements. Improvement includes the cutting or replacement of any trees in excess of six (6) inches in diameter as measured one foot above the ground surface. Improvement also includes both original improvements and all later changes and improvements.

**Section 5. Basis of Approval.** Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of these protective covenants.

**Section 6. Failure of the Committee to Act.** If the Architectural Control Committee fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications.

**Section 7. Limitation of Liability.** Neither the Association, the Board, the Architectural Control Committee nor any of the members of such committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

**Section 8. Enforcement.** The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. The Owner, against whom any action is brought to enforce these covenants and restrictions, shall be responsible for and shall pay the reasonable expenses, attorney's fees and costs incurred by the Association unless the Owner is found to not

be liable by a court of law.

The Association or its agents or designees may come upon any Lot (but is not required) following reasonable notice, during reasonable hours, for the purpose of determining whether a violation of this Declaration has been resolved. The Association will make reasonable efforts to arrange a mutually agreed upon time with the Owner to perform these inspections. The Association, the Architectural Control Committee or their agents or designees shall not be deemed to have committed a trespass or wrongful act solely by reason of any such entry or inspection under this Section.

## **ARTICLE 5 PROTECTIVE COVENANTS AND EASEMENTS**

The following provisions shall be applicable to any and all construction, Improvement, alteration, or addition to any property located in TeasWood:

### **Section 1. Use Restrictions.**

Each and every Lot is hereby restricted to Residences for single-family residential use only. No business, professional, commercial, or manufacturing use shall be made of any of said Lots, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a Residence; provided, however, an Owner of a Lot in the Subdivision may use its Residence for professional or other home occupations such as the maintenance of a personal or professional library, the keeping of personal business or professional records or accounts, or for the handling of personal business or professional telephone calls or correspondence so long as there are no external evidences thereof (such as signs, advertising a business or the storing of any equipment, including utility trailers, inventory or other materials of whatever kind or character on the Lot or elsewhere in the Subdivision, or meeting with or consulting in person with clients or customers on the Lot or within the Subdivision) and no unreasonable inconvenience to such Owner's neighbors.

As used herein, the term "single family residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, or apartment houses, and further excludes hospitals, clinics, apartment houses, duplex apartments, boardinghouses, hotels, and any other buildings used for commercial or professional purposes, whether from Residences or otherwise.

No activity, whether for profit or not, shall be conducted on any Lot which is not related to single-family residential purposes. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon or therein which may be or become an annoyance, nuisance, or safety hazard to residents of the Subdivision, as determined by the Board of Directors, including, but not limited to, commercial service activities that produce excessive traffic or noise levels between 7:00 p.m. and 6:30 a.m. Monday through Friday and between 6:00 pm and 7:00 a.m. on

Saturday and Sunday.

No building shall be erected, altered, placed or permitted to remain on any Lot other than: One (1) detached single family dwelling residence not to exceed two and one-half (2-1/2) stories in height, together with a private fully enclosed garage for not less than two (2) nor more than six (6) cars, which garage may include living quarters above or adjacent thereto occupied by an integral part of the family occupying the main residence on the Lot or by staff employed on the Lot; and workshops for the personal use of the Owner, and his/her family.

All mobile homes and manufactured homes are absolutely forbidden to be located on any Lot. Unoccupied recreational vehicles (including house, camping and hunting trailers, motor homes, tents and other portable camping structures) may be located on a Lot if they are fully enclosed within a structure approved by the Architectural Control Committee.

**Section 2. Home Size and Construction Restrictions.** No single primary residential dwelling, not including guest houses or staff quarters, shall be placed on any Lot unless its living area (air conditioned/heated space) has (exclusive of porches and garages) the minimum square of floor area set forth with respect to the indicated Lot size, to-wit:

<u>Lot Area Range In Acres</u>	<u>Living Area of Primary Dwelling in Square Feet</u>
0.999 or less	2,250
1.000 - 1.499	2,500
1.500 - 1.999	2,750
2.000 - 2.499	3,000
2.500 or more	3,300

All residential dwellings shall be equipped with and served by a potable water and sanitary sewer connection installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements.

Exterior walls of all residential dwellings shall be completed with a suitable grade of exterior material so as to present a suitable appearance, provided however, that the Architectural Control Committee has the authority in its sole discretion to approve all materials, provided further, any stone or brick, redwood or cedar siding or stucco, wood-like masonry material or reasonable combination thereof, shall be acceptable siding material.

The roof of each residential dwelling shall be constructed and maintained with tile, standing seam metal, or slate shingles, or with composition shingles or aluminum shingles that are approved by the Architectural Control Committee. Roofing and exterior materials of hobby shops, garages, quarters, or other out buildings shall be compatible in appearance to the dwelling. This provision does not intend to conflict with or otherwise limit protections afforded for certain roofing materials under the Texas Property Code or other applicable law.

Driveways must be concrete. No asphalt or aggregate driveways are allowed.

**Section 3. Occupancy Only on Completion.** Written approval of the Architectural Control Committee shall be required before any single-family dwelling may be occupied prior to the entire completion of the exterior of such dwelling, including all additions or expansions. Entire completion includes, but is not limited to removal from the construction site of all unused construction materials and cleaning of the construction site so that the general appearance of the Lot meets the standards set by the Association.

**Section 4. Building Setbacks.** No building shall be placed on any Lot within twenty feet (20) from a side or rear Lot line and shall not encroach upon another Lot or closer to the front Lot line than the distance identified as "Building Line" on the recorded plat. In the event there is no Building Line indicated on the recorded plat, the Architectural Control Committee shall establish the Building Line. For the purpose of this covenant, eaves, steps, open porches, and retaining walls shall be considered as a part of the building. Without limiting the foregoing, no portion of any building on any Lot shall encroach upon the easements, set back lines or landscape set-back easements. In addition, driveways and sidewalks shall not be placed on any Lot within twenty feet (20) from a side or rear Lot line. If two or more Lots, or fractions thereof, are combined into a building site in conformity with the provisions of this Declaration, these building setback provisions shall be applied to such resultant Lot and building site as if it were one original Lot. The Architectural Control Committee may permit exceptions to the foregoing on a case by case basis.

**Section 5. Certain Operations Prohibited.** No commercial logging, oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any Lot.

No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition, and in compliance with all applicable governmental laws and regulations. No Owner shall burn trash on site. All Owners shall use the rubbish and trash collection company chosen by the Association for the removal of all garbage.

**Section 6. Completion of Construction.** All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile, or other similar floor covering) shall be completed not later than eighteen (18) months following the commencement of construction. Once commenced, construction shall be diligently pursued to the end that it may

not be left in a partly finished condition any longer than reasonably necessary. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the plans are approved by the Architectural Control Committee.

**Section 7. Construction and Property Improvement Applications.** A construction application, describing the requirements for new home construction, must be filled out by the Owner and approved by the Architectural Control Committee before any new home construction may proceed. The construction application will outline requirements that must be adhered to by the home builder and all contactors.

An improvement application describing the requirements for significant improvement to the exterior of a property must be filled out by the Owner and approved by the Architectural Control Committee before any improvements may proceed. The improvement application will outline requirements that must be adhered to by the home builder and all contactors. Improvements requiring an application to be submitted are described in Article 4, Section 4.

**Section 8. Contractor Interference by Residents.** Owners shall be subject to a fine as set out in the Teaswood fine schedule for their substantial interference with the work, materials, and services of general contractors (and their subcontractors, employees, and other designated representatives) who are hired by the Association to perform work and services and provide materials in connection with the ongoing maintenance obligations of the community as provided for in the Bylaws and/or this Declaration. For the purposes of this subsection, "substantial interference" includes, but is not limited to, the taking, moving, altering, destruction, or concealing of any work, services, and materials, as well as any act or omission which results, directly or indirectly, in the inability of general contractors (and their subcontractors, employees, and other designated representatives) to perform work and services and provide materials as stated above. Owners may face additional liability from either the Association or the general contractor for violations of the law arising out of these acts or omissions.

**Section 9. Deer Feeders.** Deer feeders may not be visible from any street or from any neighbor's Lot, and may not create a nuisance to neighbors. No person shall place corn or other deer feed in the road, easements, greenbelts, or other Common Areas for the purpose of attracting deer.

**Section 10. Drainage and Utilities Easement.** A twenty foot (20') wide underground and aerial easement for the installation and maintenance of utilities and drainage facilities is hereby granted to the Association and reserved along all road-side and Common Area boundaries of each. No authorized entity using the said easements shall be liable for any damage done by them or their assigns, agents, and employees, to shrubbery, trees or flowers, or to other property of the Owner of any Lot situated within any such easement. The cost of repairing any damage done to utilities within said easements shall be the responsibility of the entity causing the damage or the entity who engaged them to perform the work.

The easements reserved herein are in addition to the public utility easements shown on the map or plat. Such easements may be crossed by walkways, driveways and the like, but no building

shall be constructed or maintained thereon. Landscaping elements and hardscape other than that specified above shall not be added without the express approval of the Architectural Control Committee. Owners are responsible for ensuring that the location of underground utilities is identified before performing any excavations in the vicinity of the utility easements.

All permanent electrical utility service to any building shall be underground, via the existing or other underground conduits from the existing overhead primary line. No permanent overhead secondary line service shall be permitted, although temporary overhead service may be permitted to any Lot during construction of residence. Electrical service for new development shall be in accordance with the prevailing extension regulations of the electric utility provider pertaining to new development.

The drainage area or ditch line of the street right-of-way in front of each Lot in TeasWood shall be seeded or sodded, and irrigated by Owner at time of construction as approved by the TeasWood Architectural Control Committee until grass is established.

**Section 11. Estate Sales/Garage Sales.** Garage sales and estates sales are expressly prohibited.

**Section 12. Fences.** No fence or wall shall be placed or permitted to remain on any Lot except as may conform to the rules and regulations with respect to fences and walls from time to time adopted and approved by the Architectural Control Committee, which rules and regulations shall be generally applicable to all Lots. Notwithstanding the foregoing, prior to the installation or construction, or any substantial modification or addition, to any fence or wall, the plans and specifications therefor, including materials, heights, locations and colors, shall be submitted to the Architectural Control Committee for approval in accordance with Article 4, Section 3 hereof. In addition, the locations of the fence shall be specifically noted on a scaled document or otherwise staked out on the property.

Black wrought iron style metal fencing is the preferred material to be used for all fencing. Other fencing may be considered based on location, visibility to neighbors, etc., but it would be considered as an exception to the preferred material and approval from the Architectural Control Committee is required. No wrought iron style fence shall exceed six (6) feet in height. In addition, wrought iron style metal fencing shall not exceed the height of the association-owned fence if installed within the 20-foot natural vegetation zone adjacent to the fence. No wrought iron fence shall be allowed to be placed on a property line without the agreement of the adjacent property owner.

Wood privacy fences shall not exceed 6' 6" in height from ground level, and shall not be allowed to extend any further towards the front of the Lot than the back corner of a residence. Wood privacy fences shall not be placed anywhere within the 20-foot setback and therefore will not be allowed to be placed on the property line. Wood plank fences or other fences constructed with a finished face must be constructed so that the finished face is visible from the outside of the property enclosed by the fence and the posts and support members are located on the interior side.

Exceptions to these standards may be granted along property lines that back up to non-TeasWood property.

**Section 13. Fine Schedule.** The Association has the authority to issue fines for violations of the restrictions outlined in the Declaration of Covenants, Conditions, & Restrictions. A fine schedule will be maintained by the Board and updated from time to time as deemed necessary.

**Section 14. Fireworks.** Consistent with the City of Conroe Code of Ordinances, the use of fireworks within TeasWood is prohibited.

**Section 15. Flags.** Approved flags may be flown from the association-owned fence, or flown from an approved flagpole installed on the Owner's Lot. Approved flags will include: the flag of the United States, the flag of the State of Texas, the official flag of any branch of the United States armed forces, and official college or university flags. Prohibited Flags include: flags for schools other than official flags of colleges or universities, sports teams, businesses or foreign countries; flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; and historical versions of flags permitted in section 1 above. Approved flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code. Flags may not be draped over or directly attached to structures (religious items are exempt from this restriction). All flags must be maintained in good condition. Deteriorated flags must be promptly removed or replaced.

The dimension of flags displayed on the Association owned fence should be three feet (3') by five feet (5'). Flags flown from flagpoles may not exceed of four feet (4') by six feet (6') in size. Flags on the Association owned fence must be mounted immediately adjacent to driveway entrances. A maximum of two flags may be displayed per property, regardless of number of entrances to that property.

**Section 16. General Appearance.** The general appearance of each Lot shall be maintained in a manner beneficial to the environment of the development and in conformity with the reasonable standards set by the Architectural Control Committee.

**Section 17. Generators.** The installation of Generators must meet City, County, and State regulations and requires prior approval from the Architectural Control Committee. The generator shall be located in an area not visible from the street or if visible from the street or visible by an adjoining residence, shall be screened in a manner approved by the Architectural Control Committee.

**Section 18. Greenbelts and Conservation Areas.** No Lot Owner or other person whomsoever shall be permitted to build fence or structures, or obstruct any portion of any Greenbelt, Conservation Area or other Association owned Common Areas. The Greenbelts and Conservation Areas shall be maintained in as natural a state as possible consistent with use as a greenbelt, and

no cutting of any tree, clearing of any underbrush, or landscaping shall be done thereon except as may from time to time be designated by the Board.

**Section 19. Greenhouses.** Construction of Greenhouses requires submission to and approval of an improvement application by the Architectural Control Committee. Factors that will be considered in the approval will be visibility from the street, visibility from neighboring properties, and aesthetic appearance.

**Section 20. Guest Access to TeasWood Amenities.** Guests of Owners and Lessees may use the Common Areas, including the park, walking paths, fishing piers, and playground. It is the Owner's and Lessee's responsibility to ensure the Guests are aware of Association rules and restrictions. If a Guest is reported as being disruptive or violating the rules promulgated by the Association, including, but not limited to, this Declaration, then, at the Board's sole discretion, that Guest may be denied access to TeasWood Common Areas, or required to be accompanied by the Owner or Lessee when using TeasWood Common Areas.

Owners and Lessees shall notify the Association prior to holding events or gatherings that utilize the Common Areas, and if required, make reservations through the Association for the use of those Common Areas. The Association shall have the right to limit the number of Guests attending events held on the Common Areas. Failure of any Owner or Guest to follow any rules promulgated by the Association, including, but not limited to, this Declaration, during an event in a Common Area may result in the immediate termination of the event, removal of any person(s) from the Common Area, and other actions as deemed appropriate by the Board, including, but not limited to, imposition of a fine and prohibition of the subject Owner to host any future events in a Common Area. Any violations incurred by Guests that result in fines will be the sole responsibility of the Owner or Lessee.

**Section 21. Holiday Decorations on the Association Owned Fence.** Traditional winter holiday decorations are allowed on the Association owned fence between Nov 15 and Jan 15 of the following year. Installation of the decorations must not damage the fence in any way. The Architectural Control Committee or the Board reserve the right to demand removal of any decorations that it deems, in their sole opinion, violate the standards of good taste.

**Section 22. Hunting, Use of Firearms or Other Weapons.** Absolutely no hunting shall be allowed in, on or from any part of The Properties. This provision is not intended to conflict with any other law which allows the lawful possession, transportation or storing of a firearm, or firearm ammunition, or the otherwise lawful discharge of a firearm on The Properties. Absolutely no handgun, rifle, shotgun or other firearm, or pellet or air gun, bow or crossbow or slingshot, or other weapon or projectile firing device, shall be discharged in, or from any of The Properties.

**Section 23. Improper or Offensive Activity.** No activities which may be construed to be an annoyance, nuisance, illegal or danger to the community are permitted. These activities include but not limited to the discharge of firearms, use of fireworks, storage of hazardous chemicals or flammable liquids in excessive quantities, other activities which may be offensive by reason of

odor, fumes, dust, smoke, noise, vibration, and pollution, or which are hazardous by reason of excessive danger, fire or explosion. The Association shall have discretion to determine what constitutes an improper or offensive activity.

**Section 24. Lakefront Lots.** Rules in this section shall apply to any Lot abutting Slick Rock Lake or Lake George.

- a. Boat Ramps. No boat ramps may be installed without express approval of the Architectural Control Committee.
- b. Bulkheads. Bulkhead design and materials must be approved by the Architectural Control Committee. Bulkheads may not extend past the property line of the Lot.
- c. Docks and Piers. No dock, pier, or other structure or obstruction shall be built or maintained upon any waterfront site or into or upon any lake or adjacent to the Lot except with the specific approval of the Architectural Control Committee. The design, materials and color of the dock, pier or lakefront structure must not distract from the natural environment, and must be maintained in good condition. Any change in material or color must also be approved by the Architectural Control Committee.
- d. Dredging. Any plan for lake dredging in front of an Owner's Lot must be submitted in writing to, and approved by, the Architectural Control Committee prior to any work being performed.
- e. Fences and Walls. No privacy fence or privacy wall of any kind shall be erected or maintained on or near the lakefront. Non-privacy iron ornamental fence, no more than 4' in height, and of a design and color approved by the Architectural Control Committee, is allowed as long as it does not obstruct the view of the lake or Lot. Retaining walls are allowed near the lakefront at the discretion of the Architectural Control Committee.
- f. Storage of Watercraft. No watercraft may be left at an Owner's dock when not being used on a daily basis. Watercraft must either be moored at the dock or stored out of site when not in use.

**Section 25. Landscaping.**

- a. Materials. The following items are deemed aesthetically incompatible with the landscaping in TeasWood and will not be approved for installation within view of the streets or adjacent properties: (a) Astro-turf and any other artificial turf; (b) artificial plants, trees, shrubs, bushes and other artificial landscaping (all landscaping must be natural and alive) (c) areas of rock, gravel, stone, or similar ground cover that comprise a significant portion of the front yard that is visible from public view, as determined in the sole discretion of the Architectural Control Committee.
- b. Maintenance. The responsibility to trim the overgrowth of shrubbery and trees originating from an Owner's property is the sole responsibility of the Owner or resident. This includes all

landscaping plants and natural growth. Owners are responsible for ensuring shrubbery and natural growth does not protrude through the Association owned fence. Trees and brush must be trimmed away from the fence and the tree canopy maintained at such a height, a minimum of 7 feet above the ground, such that maintenance personnel and equipment have unfettered access to the easement between the fences and the street. Additionally, tree branches and growth that extends over the street must be trimmed to a minimum height of 14 feet above the road in order to not hinder automobiles, trucks, or delivery and emergency vehicles.

- c. Natural Vegetation Zone. In order to provide and perpetuate a natural setting for the subdivision, an easement is hereby reserved for the purpose of maintaining a natural vegetation zone on, over and across the following areas: Twenty (20) feet along the front of each Lot and twenty (20) feet along the sides and twenty (20) along the rear of each Lot. Within the natural vegetation easement, no Owner or other party shall cut any tree except with respect to those areas crossed by walkways and driveways and except as approved by the Architectural Control Committee. The natural vegetation easement on the front of the Lot may be under-brushed, however no trees having a diameter of six inches (6") or more as measured at a point one foot (1') above ground level may be cut, removed or transplanted without the express written approval of the Architectural Control Committee. No under-brushing shall occur within the natural vegetation easement along the sides and rear of the Lot. No landscaping, or planting whatsoever shall be permitted within the natural vegetation easement except as expressly permitted by the Architectural Control Committee. Landscaping outside of such natural vegetation easement shall be permitted subject to the requirements that plans and specifications therefore be submitted for approval by the Architectural Control Committee under Article 4, Section 3 of these protective covenants.

#### **Section 26. Lighting.**

- a. Driveway Lighting. All residential dwellings shall be equipped with illumination located on either side of any driveway intersecting any platted adjacent private street subject to the requirements that plans and specifications therefor be submitted for approval by the Architectural Control Committee under Article 4, Section 3 of these protective covenants. Driveway column lighting must be electrically powered. Due to their poor illumination, natural gas lights and solar lights are not permitted and will not be allowed on any new construction or replacement of existing driveway lighting. Bulb color is restricted to white light only. The Architectural Control Committee may regulate the color and brightness of bulbs used. Lighted driveway columns shall be constructed of masonry materials such as brick, stucco, or rock and be architecturally harmonious with the style, color and material of the home. The Architectural Control Committee shall have the sole discretion as to what constitutes an architecturally harmonious design. All driveway column lights are required to be maintained in operational condition, in good working order and illuminated at night.
- b. Exterior Lighting. Due to their industrial nature, some lamp types and fixture designs are not allowed on residential Lots. Mercury-vapor lamps are acceptable only in shielded fixtures mounted high in trees to provide low level ambient property illumination and the illumination

of this or any light should not be offensive or create a glare when viewed from outside the Lot. Directional lights must be aimed into the Lot on which they are installed and the light source must be shielded. Bulb color is restricted to white light only. The Architectural Control Committee may regulate the color and brightness of bulbs used.

**Section 27. Littering.** Littering of any kind is prohibited and subject to a fine.

**Section 28. Lot Re-Platting.** No Lot, portion of a Lot, or Lots shall be re-platted without the consent of the Board of Directors of the Association. Approval to re-plat Lots will depend on a clear demonstration of need to enable improvements.

**Section 29. Mailbox Guidelines.** All mailbox columns are to be constructed of masonry materials such as brick, stucco, or rock and be architecturally harmonious with the style, color and material of the home. The Architectural Control Committee shall have the sole discretion as to what constitutes an architecturally harmonious design.

**Section 30. Miscellaneous.** The design, installation and maintenance of 1) antennas, 2) flag poles, 3) solar panels and 4) wind powered generators must conform to the rules and regulations with respect to permitted installations from time to time adopted and approved by the Association.

**Section 31. Motorized Vehicles and Equipment.**

- a. Operation of Motorized Vehicles. It is a violation of this Declaration for unlicensed drivers to operate any motorized vehicle in the Subdivision. Operators of motorized vehicles must hold a valid Texas driver's license (or other valid driving license or permit issued by any appropriate governmental authority which authorizes an individual to legally drive within the State of Texas) or have a valid learner's permit and be accompanied by a licensed driver to operate any motorized vehicle in the Subdivision. No vehicles are allowed to be driven onto any Common Areas other than those specified in this section.

All vehicles shall yield to pedestrians and their pets, adhere to posted speed limits, stop at all stop signs, and drive in a safe manner. Traffic violations are subject to fines being issued to the violators per the approved TeasWood fine schedule. The Association may employ radar and photo/video recording devices to identify violators and assess fines. Motorized vehicles lacking headlights and tail lights are not permitted to be operated in the Subdivision after dark.

- b. Parking and Storage. No vehicle, boat, trailer, trailer house, recreational vehicle, truck camper, semi-truck tractor, or mobile home shall be allowed to be parked on any street or on any Common Area, including the area between the Association owned fence and the road, overnight or on a chronic basis. No vehicle or equipment shall be allowed to be parked on any Lot except on an area designated and paved as the driveway or within an enclosed garage.

No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one that is inoperable or is without a current, valid state vehicle

inspection sticker and license plate. No vehicle shall be allowed to be stored on any Lot which has a flat or inoperable tire or wheel or is generally unsightly for more than three days. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee. Equipment may not be stored in view on any Lot.

Recreational vehicles, including trailers, motor homes, tents, boats, jet skis, motorcycles, golf carts, go-carts, Utility Task Vehicles (UTVs), and All-Terrain Vehicles (ATVs) must be stored within a fully enclosed structure approved by the Architectural Control Committee. No such recreational vehicle shall be allowed to be used for overnight occupancy or occupied for any other length of time as a temporary residence or otherwise except by express consent from the TeasWood Architectural Control Committee.

Commercial vehicles shall not be permitted to park overnight within the Subdivision except those used by the builder during approved construction. Commercial vehicles may include, but are not limited to large trucks, panel vans, trucks with mounted equipment, and any vehicle with commercial advertising on it. The Association shall have sole authority to determine what qualifies as a commercial vehicle. No vehicle of any kind which transports flammable or explosive material may be kept in TeasWood at any time.

- c. Vehicle Types. The only motorized vehicles allowed on Subdivision roads shall be: (i) motor vehicles currently licensed and inspected for use on public highways; or (ii) non-licensed motorized vehicles expressly approved for use within the Subdivision. Approved non-licensed motorized vehicles that are allowed to be operated within the Subdivision include golf carts, utility task vehicles (UTVs), mobility scooters and electric bicycles. All-terrain vehicles, dirt bikes, minibikes, go carts and all other unlicensed motorized vehicles are not permitted to be driven in the Subdivision.
- d. Use of Motorized Vehicles on Walking Paths. With the exception of maintenance vehicles engaged in Association sanctioned repairs, only golf carts, utility task vehicles (UTVs), mobility scooters, and electric bicycles are allowed to be driven on walking paths. All vehicles must adhere to a maximum speed limit of 5 mph on the walking paths, unless otherwise posted. All vehicles shall give right of way to pedestrians and their pets, and must be driven in a safe manner.

**Section 32. Number of Families Living in a Home.** Only a single immediate family may permanently reside in a home. Immediate family shall be defined as a grandparent, parent, spouse or domestic partner, and natural or adopted children and grandchildren of the Owner or Lessee. Caretakers may reside at the home if they are full-time domestic workers in the home or if they provide healthcare services to the Owner or Lessee, or to a member of the Owner's or Lessee's immediate family.

**Section 33. Personal Items left on Common Areas.** No personal belongings or equipment may be left on Common Area property overnight. Such items may be removed and disposed of by the Association

**Section 34. Pets.**

- a. Type and Number of Pets. No animals except customary household pets shall be kept or maintained on any Lot except as specifically authorized by the Architectural Control Committee. Dogs, cats and other household pets may not be kept, bred or maintained in excessive numbers, be kept for commercial purposes, and may not become a nuisance or threat to other Owners. It shall be the sole discretion of the Board to define on a case by case basis what constitutes an excessive number. Possible noise nuisance to adjacent neighbors will be part of their consideration.

No horses, cows, goats, sheep, chickens, swine, or other domestic fowl or livestock shall be kept on any Lot, except to the extent and for the times, if any, permitted by rules adopted and approved by the Association.

No animals that create an ongoing nuisance, including those specified above, may be kept within the Subdivision. It shall be the sole discretion of the Association to define on a case by case basis what constitutes an ongoing nuisance. Dangerous or exotic animals prohibited by City, County or State regulations are not allowed to be kept in the Subdivision.

- b. Control of Pets. While in the Common Area, all pets must be kept on a leash held or controlled by a responsible person. No unattended pets are allowed in the Common Areas. Pet owners not adhering to this rule will be subject to fines per the TeasWood fine schedule. Owners are responsible for the behavior of their Guests and their Guest's pets. Unleashed pets are restricted to the property of the Owner, bounded in the front by the Association owned fence. Owners are responsible for taking measures to ensure that their pets are securely controlled within their property. It is strictly prohibited to allow such pets to run loose per this covenant and the City of Conroe leash law.

Dogs that act aggressively toward people or other pets are not allowed to be outside of their Owner's property, and are not allowed to be walked even on a leash. The Association has the right to prohibit the presence of any animal within the community that (after notice and hearing in compliance with the Bylaws) is found to be a nuisance to and/or threat to the safety of other residents. No dangerous dogs, as defined by the Texas Health and Safety Code and City of Conroe Code of Ordinances, are allowed in the Subdivision.

- c. Removal of Pet Waste. Pet owners are responsible for the immediate removal and proper disposal of their pets' solid bodily waste from walking paths, road surfaces, playgrounds, the park, and any area within ten feet (10') of residents' driveways and mailboxes.

**Section 35. Play Structures.** Installation of all play structures must be approved by the Architectural Control Committee. Color, materials and placement of play equipment and

structures will be designed to minimize visual impact of the equipment. Basketball goals cannot be attached to the residence, but can be mounted on a pole at least 20 feet from a street edge and 20 feet from the side Lot line. Play equipment and basketball goals are not permitted on cul-de-sac islands or on the street edge. Forts, swing sets, etc., are restricted in height and size and must be located in the rear or side yard and not within any easement. If located on a side yard it must be beyond the back edge of the dwelling and not visible at ground level from a street. Wood construction and those in muted colors are preferred to best blend in with the architectural nature of the Subdivision.

**Section 36. Rainwater Recovery Systems.** Rainwater recovery systems must conform to City, County and State law.

**Section 37. Renting or Leasing of Home.** No short-term home rentals are allowed in the Subdivision. The minimum term for renting or leasing a home shall be one (1) year. No home, or portion of a home, may be used as a time-share. No home, or portion of a home, may be used as a rental through commercial vacation rental agencies such as Airbnb, VRBO, or similar.

Owners must notify the Association if their Lots are rented or leased. Owners must also provide the Association with the names, email addresses and phone numbers of the tenants, the current phone numbers and mailing addresses of the Owner(s) of the Lot, as well as the commencement date and term of the lease agreement. Any leasing agreement must obligate all tenants and other residents of the Lot to abide by this Declaration, the Bylaws, and the Rules and Regulations of the Association. The Owner shall be responsible for correcting any violations incurred by renters and paying any resulting fines.

**Section 38. Right to Amend by the Board of Directors.** By a majority vote of the Directors, the Board may adopt an amendment to this Declaration when amendment is needed to conform a portion of the Declaration to changes in applicable Texas State law and the changes are mandatory and non-discriminatory in nature. Before voting to adopt any amendment under this subsection, the Board must obtain a written opinion from the Association's legal counsel confirming that: (i) the changes in Texas State law necessitates the amendment; and (ii) the Association is bound by law to observe the change in law.

**Section 39. Room Additions, Garages, and Detached Buildings.** The design of any proposed alteration, room addition, garage addition or any detached building (including storage buildings) must be architecturally compatible and aesthetically congruent with the dwelling. Detailed construction drawings, exterior elevation drawings and specifications for color and materials must accompany the completed improvement application. All detached buildings must be located in the rear or side yard and in a location that does not result in an unreasonable or disproportionate impact on neighboring properties. The Architectural Control Committee may consider alternate locations when reviewing detached building to minimize impact on adjoining or neighboring properties. All detached buildings may require landscaping or a landscape plan if the detached building has neighbor impact. Storage buildings that are not visible from the street or from an adjoining neighbors' Lot may be granted an exemption by the Architectural Control

Committee. All structures must meet City, County and State building code regulations. Electric service shall be underground electric service at 120/240 volts, single phase, 3-wire only.

**Section 40. Signs.** No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the express consent in writing of the Architectural Control Committee. Association representatives shall have the right to remove any sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Political signs are allowed as long as they are placed behind the Association owned fence. They may not be placed more than 90 days prior to an election and must be removed within 10 days following the election date. The sign must be ground mounted and the display of the sign may not be enhanced in any way.

For Sale signs cannot be attached to the Association owned fence and must be placed behind the fence on the applicable property. For Sale signs must adhere to the sign specifications as outlined by the TeasWood management office and adopted by the Association. These specifications are noted on the TeasWood website or via the Association office.

Religious signs are allowed as long as they are placed on the Owner's property. Religious signs which threaten the public health or safety; violate a law other than a law prohibiting the display of religious speech; contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content; is installed on property that is maintained or owned by the Association or its Members; violates any applicable building line, right-of-way, setback, or easement; or is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture are prohibited.

**Section 41. Surface Water Drawn Irrigation.** Per Texas State law, water may be drawn from surface water sources by properties immediately adjacent to the source for the purpose of irrigation. An application must be submitted to and approved by the Architectural Control Committee for any equipment that may be installed to draw water from any lake, pond or creek in TeasWood for irrigation purposes. The application must include a detailed installation plan which meets all city, county and state regulations regarding such systems. Any modification to a lake, pond or creek drawn irrigation system requires that the Owner submit a new application for approval. The design and operation of the irrigation system shall be subject to restrictions specified on the application. Prior to using the irrigation system, the Architectural Control Committee must inspect and approve the completed project. In no event shall creeks be dammed or drainage otherwise interfered with for the purpose of drawing water. Irrigation systems that draw water from lakes shall not be allowed to operate if such operation affects the lake level. Per Texas State law, lot owners separated from a body of water by Association-owned Common Area or other Lots may not cross the Common Area or other Lots to draw water from surface water sources. Violations of any of the above rules may result in fines and revocation of approval to operate irrigation equipment.

**Section 42. Swimming.** Swimming is prohibited in all Subdivision lakes and ponds.

**Section 43. Temporary Structures.** No structure of a temporary nature shall be erected or maintained on any Lot at any time unless expressly approved in writing by the Architectural Control Committee. No mobile home, trailer, tent, garage or temporary building, and no building in the course of construction, shall be used, temporarily or permanently, as a residence on any Lot.

**Section 44. Traffic Rules.** Traffic rules within the Subdivision shall include yielding to all pedestrians and their pets, adhering to posted speed limits, stopping at all stop signs, and not driving in a reckless manner. Traffic violations by residents, their Guests, delivery drivers, contractors, and other visitors are subject to fines being issued to the violators per the approved TeasWood fine schedule. The Association may employ radar and photo/video recording devices to identify violators and assess fines. Repeated traffic violations by Guests, delivery drivers, contractors and other visitors may subject them to being denied access to TeasWood property.

**Section 45. Trash and Recycle Containers.** Trash containers, recycle containers, bulk items, and yard debris should be placed near the street line, but for safety reasons not in the street. Trash, recycle, bulk and yard debris may be placed out no earlier than the evening before regularly scheduled trash pickup. Containers should be removed from public view by the evening on the day trash is collected. At all other times, for the ongoing protection of the aesthetic integrity of this community, trash containers shall be screened from view at ground level from any adjacent public or private property or located behind an acceptable screened structure. It is preferred that trash and recycle carts should be stored behind existing solid fencing or contained in the garage.

**Section 46. Tree Preservation and Maintenance.** No trees having a diameter of six inches (6") or more measured at a point one foot (1') above ground level shall be cut, removed or transplanted on any Lot without the express written authorization of the Architectural Control Committee. The Architectural Control Committee may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife to protect and encourage the preservation of the ecological balance of the Property. The Architectural Control Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this restriction, the Architectural Control Committee or their agents or designees may come upon any Lot following reasonable notice, during reasonable hours, for the purpose of inspecting and marking trees. The Architectural Control Committee will make reasonable efforts to arrange a mutually agreed upon time with the Owner to perform these inspections. The Association, the Architectural Control Committee or their agents or designees shall not be deemed to have committed a trespass or wrongful act solely by reason of any such entry or inspection.

Owners are required to promptly remove all dead trees that originate on their property. Owners are also required to remove trees that are determined to be hazardous by a third-party certified arborist or other qualified individual.

**Section 47. Water Wells and Water Systems.** No private water well or water systems or related equipment shall be permitted on any Lot except for irrigation water wells approved by the Lone Star Conservation District. Well Pumps and related equipment must not be visible from the street.

**Section 48. Watercraft on Lakes.** Allowable watercraft on Slick Rock Lake and Lake George include canoes, kayaks, and small boats not to exceed 20 feet in length. No boats are allowed on any other bodies of water in the Subdivision. No motorized watercraft are allowed on any Subdivision lake except electric powered trolling motors. All lakes shall be considered No Wake Zones, with boat speeds not to exceed 5 mph. Violators will be subject to fines and loss of use of the lakes. Watercraft involved in lake maintenance on behalf of the Association are exempt from this restriction.

## **ARTICLE 6 MAINTENANCE**

**Section 1. Duty of Maintenance.** Owners and occupants (including Lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of The Properties so owned or occupied by them, including buildings, Improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing.
- c. Tree and shrub pruning.
- d. Watering.
- e. Keeping exterior lighting and mechanical facilities in working order.
- f. Keeping lawn and garden areas alive, free of weeds, and attractive.
- g. Keeping parking areas, walkways and driveways in good repair.
- h. Complying with all government health and policy requirements.
- i. Cleaning and repainting of Improvements.
- j. Repair of exterior damage to Improvements.
- k. Conduct brush and tree trimming around the Association owned fence per Article 5, Section 25.

**Section 2. Enforcement.** If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the Lot and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including Lessees) of any part of The Properties on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against the Lot or Lots on which said work was performed. Such lien shall have the same attributes as the lien for annual assessments set forth in Article 3, Section 10 above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to, the right of non-judicial foreclosure. An Owner subject to notice and potential imposition of adverse action under this Section shall have the right to request a hearing within thirty (30) days after the date the notice was mailed before the Board to reconsider such potential imposition of adverse action.

## **ARTICLE 7 COMMON PROPERTIES**

**Section 1. Easement of Enjoyment.** Subject to the provisions of Section 3 hereof, every member of the Association shall have a right and easement of enjoyment in and to the Common Properties and any Greenbelt or Conservation area.

**Section 2. Title to Common Properties.** Ownership of the Common Properties and Greenbelt and Conservation areas shall be held by the Association which shall be responsible for their operation and maintenance.

**Section 3. Extent of Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the Common Properties.
- b. The right of the Association to sell and convey the Common Properties, or any part thereof, provided such sale or conveyance is approved by a majority of the total eligible votes of the membership of the Association as defined in Article 2 hereof, voting in person by proxy, or by absentee ballot at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of

the meetings.

- c. The right of the Association to borrow money for the purpose of improving the Common Properties, or any part thereof, and to mortgage the Common Properties, or any part thereof.
- d. The right of the Association to take such steps as are reasonably necessary to protect the Common Properties, or any part thereof, against foreclosure.
- e. The right of the Association to suspend the easements of enjoyment of any Member of the Association during which time any assessment levied under Article 3 hereof remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**Section 1. Duration.** This Declaration and the covenants, restrictions, charges and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of The Properties, and their respective legal representatives, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including the twenty-fifth (25th) anniversary of such recordation, after which time said covenants shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the membership of the Association as defined in Article 8, Section 2 below.

**Section 2. Supplements and Amendments.** Any and all Articles of this Declaration may be supplemented, amended or terminated at any time by a majority of the total eligible votes of the membership of this Association as defined in Article 2 hereof. Members may vote in person, by proxy, or by absentee ballot at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such supplement, amendment or termination shall become effective when an instrument is filed for record in the Official Public Records of Montgomery County, Texas, with a Certification that the required membership vote was obtained as required herein.


**Section 3. Enforcement.** The Association shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any Declaration. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4. Severability.** The invalidity, abandonment, or waiver of any of these restrictions and covenants does not affect any of the other covenants and restrictions, which remain in full force and effect. Invalidation of any provision hereof by judgment or order of the Court shall in no way affect any other provision hereof.

***[Remainder of page intentionally blank; Signatures to follow]***

IN WITNESS THEREOF, the undersigned President of TEASWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. has hereunto set my hand this 16 day of May, 2023.

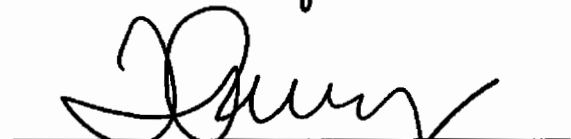
**TEASWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

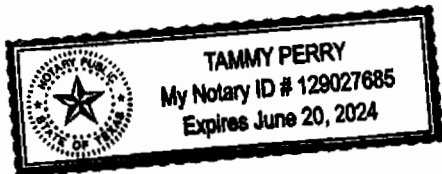
  
By: Bradly B. Berg, President

THE STATE OF TEXAS

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Bradly B. Berg, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, 16<sup>th</sup> day of May, 2023

  
Notary Public – State of Texas



**E-FILED FOR RECORD**

05/17/2023 03:26PM



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**05/17/2023**



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas