

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SAGETOWN SUBDIVISION**

This "Amended and Restated Declaration of Covenants and Restrictions for Sagetown Subdivision" (the "Amended and Restated Declaration" herein) amends and restates, in its entirety, the following:

"Restrictions of Sagetown Subdivision", filed under Volume 5473, Page 286 of the Deed Records of Harris County Texas (County Clerk's File No. B864750 of the Real Property Records of Harris County, Texas (the "Original Declaration" herein).

This Amended and Restated Declaration covers and encumbers the following real property:

All of SAGETOWN, a Townhouse Development of 4.9806 acres of land out of the Charles Sage Survey, A-697, Harris County, Texas, according to the map or plat of such subdivision recorded in Volume 102, Page 35 of the Map Records of Harris County, Texas.

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SAGETOWN SUBDIVISION**

THE STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by that certain "RESTRICTIONS OF SAGETOWN SUBDIVISION" dated April 3, 1964, recorded in Volume 5473, Page 286 of the Deed Records of Harris County, Texas (filed under County Clerk's File No. B864750) of the Real Property Records of Harris County, Texas (hereinafter referred to as the "Original Declaration"), Marvin Henry Builders, Inc., a Texas Corporation, the then owner of the real property described therein, imposed certain covenants, conditions, and restrictions on the property described in such Declaration as "SAGETOWN" ; such Property being described therein as:

All of SAGETOWN, a Townhouse Development of 4.9806 acres of land out of the Charles Sage Survey, A-697, Harris County, Texas, according to the map or plat of such subdivision recorded in Volume 102, Page 35 of the Map Records of Harris County, Texas (the "Subdivision"); and

WHEREAS, the Original Declaration provides that the Original Declaration may be amended by the Owners, such amendment to be approved by an instrument signed by a majority of the property owners in the Subdivision; and

WHEREAS, the undersigned Owners of Lots, same constituting in the aggregate more than a majority of the property owners in the Subdivision, have approved this amendment for the purpose of amending and restating the Original Declaration in its entirety;

NOW, THEREFORE, by this "Amended and Restated Declaration of Covenants and Restrictions for Sagetown Subdivision" (the "Amended and Restated Declaration" herein), which is hereby adopted, approved, and agreed upon by the undersigned Owners of Lots, same being in the aggregate more than a majority of the property owners in the Subdivision, and in order to carry out a uniform plan for the improvement, development, maintenance, sale and use of the properties within the Subdivision, it is hereby declared that all of the properties within the n Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens (sometimes herein collectively referred to as "covenants and restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Subdivision. These covenants and restrictions will run with said real property and be binding upon all parties having or acquiring any right, title, or interest in said real property or any part thereof, their heirs, predecessors, successors and assigns, and will inure to the benefit of each Owner thereof.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1.01 Property Subject to This Declaration. The real property which, by the recording of this Declaration, will be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is that certain real property located in Harris County, Texas, more particularly described as follows, to-wit:

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All of SAGETOWN, a Townhouse Development of 4.9806 acres of land out of the Charles Sage Survey, A-697, Harris County, Texas, according to the map or plat of such subdivision recorded in Volume 102, Page 35 of the Map Records of Harris County, Texas (the above and foregoing Property constitutes the same property described in the Original Declaration).

ARTICLE II

DEFINITIONS

Unless the context otherwise prohibits and in addition to other defined terms set forth herein, the following words and substantive provisions regarding same when used in this Declaration will apply, mean and refer to the following:

Section 2.01 Architectural Review Committee or ARC shall mean the committee established pursuant to Article IV of this Declaration.

Section 2.02 Intentionally deleted.

Section 2.03 Association shall mean **Sagetown Property Owners Association, Inc.**, a Texas non-profit corporation. A copy of the Articles of Incorporation of the Association filed in the office of the Secretary of State is attached hereto as Exhibit "A".

Section 2.04 Board or Board of Directors shall mean the Board of Directors of the Association.

Section 2.05 Bylaws shall mean the Amended and Restated Bylaws of the Association, attached hereto as Exhibit "B". The Amended and Restated Bylaws amend and restate, in its entirety, those certain Bylaws of Sagetown Property Owners Association, Inc., field of record under Harris County Clerk's File No. 20150583537 of the Real Property Records of Harris County, Texas (the "Original Bylaws"), and any and all prior amendments to such Original Bylaws. Each Owner, by his/her signature to this Amended and Restated Declaration, hereby approves, ratifies, and confirms the adoption of the Amended and Restated Bylaws which amend and restate the Original Bylaws, which are incorporated by reference in this Amended and Restated Declaration for all purposes. Further, each Owner, by his/her signature to this Amended and Restated Declaration, hereby grants an irrevocable proxy to the President of the Association, to vote in favor of adoption of the Amended and Restated Bylaws, at any duly called meeting of the Association called for such purpose prior to or following the approval of this Amended and Restated Declaration. Either prior to or following the approval of this Amended and Restated Declaration, the Association shall call for a meeting of the Owners to formally vote on the approval of the Amended and Restated Bylaws. Provided, however, that this Amended and Restated Declaration shall not be effective until such time that the Amended and Restated Bylaws are approved at a meeting of the Owners. Such Bylaws may be hereafter amended from time to time amended in accordance with applicable provisions of such Bylaws.

Section 2.06 Declaration shall mean this Amended and Restated Declaration and any lawful amendments thereto.

Section 2.07 Exterior Modification shall mean the exterior modification, enlargement, exterior alteration (including but not limited to change of exterior color scheme), or additional or new exterior improvements to any Home or Lot.

Section 2.08 Governing Documents shall mean all documents and applicable provisions thereof as set forth in this Declaration, the Bylaws and Articles of Incorporation of the Association, Rules and Regulations, all written decisions and resolutions of the ACC and Board, and any lawful amendments to any of the foregoing.

Section 2.09 Home shall mean each of the thirty-three (33) individual Homes located on Lots in the Subdivision. Homes may be referred to herein from time to time as *Residences*.

Section 2.10 Lot shall mean any of thirty-three (33) lots shown on the Plat.

Section 2.11 Member shall mean every Person who holds a membership in the Association.

Section 2.12 Owner shall mean the owner, whether one or more Persons, of the fee simple record title to a Lot including any mortgagee or lien holder who acquires such ownership through judicial or non-judicial foreclosure or proceedings in lieu thereof, and each Person who is otherwise deemed a Member of the Association as provided in the Bylaws, but excluding any Person holding a lien or other encumbrance, easement, mineral interest or royalty interest burdening title or otherwise having an interest merely as security for the performance of an obligation.

Section 2.13 Person shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other entity.

Section 2.14 Plat shall mean the map or plat of SAGETOWN, a Townhouse Development of 4.9806 acres of land out of the Charles Sage Survey, A-697, Harris County, Texas, according to the map or plat of such subdivision recorded in Volume 102, Page 35 of the Map Records of Harris County, Texas.

Section 2.15 Rules and Regulations shall mean the policies and procedures from time to time adopted or amended by the Board of Directors regulating the maintenance, operation, parking (whether owner, resident, or guest), use or occupancy of the Subdivision, including the Lots in accordance with Article VII hereof.

Section 2.16 Subdivision shall mean Sagetown, a residential subdivision in Harris County, Texas, as more particularly described in **Section 1.01** hereof.

Section 2.17 Subdivision Facilities shall mean all facilities or services built, installed, maintained, operated or provided by the Association on or within any unimproved area of any Lot adjacent to a street or alley, or located within a street or alley right of way for the general benefit of the Subdivision, including without limitation:

- (a) all landscaping maintained by the Association in accordance with this Declaration;
- (b) all controlled access gates and any other access limiting structure or device, if any, owned or maintained by the Association;
- (c) all common water, sanitary sewer, storm water piping, if any, owned or maintained by the Association, and electrical conduit/services not owned or maintained by others which provide service to two or more of the Lots, if any;
- (d) any common street lighting owned and/or maintained by the Association; and
- (e) any other facilities or services as from time to time so designated by the Board of Directors of the Association or by a majority vote of the Owners.

ARTICLE III

SAGETOWN PROPERTY OWNERS ASSOCIATION, INC.

Section 3.01 Organization. Sagetown Property Owners Association, Inc. (the

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"Association") has been organized and formed as a non-profit corporation under the laws of the State of Texas. The Association shall have full power, authority and standing to enforce all provisions of the Governing Documents. The principal purposes of the Association are the collection, expenditure and management of the funds and financial affairs of the Association, enforcement of all provisions of the Governing Documents, providing for maintenance, preservation and architectural control within the Subdivision, the providing of such Subdivision Facilities as herein permitted or required, the general overall supervision of all of the affairs and well-being of the Subdivision and all other acts and undertakings reasonably incident to any of the foregoing or in furtherance thereof as determined in the good-faith opinions of the Board of Directors or Members. The Bylaws set forth provisions which establish and govern (i) the Board of Directors, which shall manage the affairs of the Association; (ii) the qualifications for membership in the Association; and (iii) the voting rights of Members of the Association.

Section 3.02 *Limitation of Liability; Indemnification.*

(a) **General.** Except for intentional misconduct, knowing violation of the law, or as otherwise required by the Texas Business Organization Code, no Director shall be liable to the Association or its Members, and the Association shall not be liable to any Member, for monetary damages or otherwise for any act or omission in the Director's capacity as a Director or any act or omission of the Association within the scope of its purposes. The Association shall indemnify and keep indemnified, and hold harmless, any Director or former Director to the fullest extent necessary to accomplishment of the foregoing and to the fullest extent otherwise allowed by law and hold any such Director or former Director harmless from and against all claims, demands, suits, judgments, court costs, attorney's fees, attachments, and all other legal action as contemplated thereby.

(b) **Security.** The Association may, but shall not be obligated to, from time to time provide certain Subdivision Facilities, including devices or services, intended to or which may have the effect of limiting or controlling Subdivision access, or providing patrol services or otherwise monitor activities within the Subdivision and may from time to time provide information through newsletters or otherwise regarding same. Each Owner or Member and their tenants, family, guests and invitees, covenant and agree with respect to any and all such services provided directly or indirectly by the Association, as follows:

(i) Security is the sole responsibility of local law enforcement agencies and individual Owners and Members, their tenants, and their respective guests and invitees. Any devices or services intended for or which may have the effect of limiting or controlling Subdivision access and the like shall be provided at the sole discretion of the Board of Directors. The providing of any such services at any time shall in no way prevent the Board from thereafter discontinuing or temporarily or permanently removing same.

(ii) Any third-party providers of security services shall be independent contractors, the acts or omissions of which shall not be imputed to the Association or its officers, Directors, committee members, agents or employees.

(iii) Providing of any such services shall never be construed as an undertaking by the Association to provide personal security or as a guarantee or warranty that the presence of any such services will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause.

(iv) The Association and its officers, Directors, Committee members, agents and employees shall not be liable for, and each Owner or Member, their

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tenants, and their respective guests and invitees, shall release, indemnify, keep indemnified and hold the Association and its officers, Directors, Committee members, agents and employees harmless at all times from, any injury, loss or damages whatsoever, including without limitation any injury or damages caused by theft, burglary, trespass, assault, vandalism or any other crime, to any Person or property arising, directly or indirectly, from the providing or failure to provide any such services, or the discontinuation, disruption, defect, malfunction, operation, repair, replacement or use of any such services.

(c) **Liability Arising From Conduct of Owners.** Each Owner, and each Owner's tenants, shall indemnify and keep indemnified, and hold harmless, the Association, and its officers, Directors, servants, agents and employees from and against all claims, damages, suits, judgments, court costs, attorney's fees, attachments, and all other legal actions caused through the willful or negligent act or omission of an Owner, the Owner's tenants, or the family, guests, invitees, servants, agents or employees of either.

(d) **No Impairment.** Any repeal or modification of this **Section 3.02** by the Members of the Association shall not adversely affect any rights or protection existing at the time of such repeal or modification.

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE

Section 4.01 Architectural Review. No existing Home or other improvements on any Lot shall be modified, enlarged or otherwise altered (including but not limited to change of exterior color scheme) nor shall any additional improvements be commenced, erected, placed, moved onto or permitted to remain on any Lot, except as existing as of the Effective Date of this Amended and Restated Declaration or is approved in writing by the Architectural Review Committee (or the Board of Directors should no Architectural Review Committee have been formed) of the Association or its after review of the plans and specifications showing the nature, kind, shape, height, materials and location submitted in writing to the ARC (or Board). The Board or its designee may promulgate written guidelines for the exercise of this review.

The ARC (or Board) or its designee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the ARC (or Board) or of its designee or the representatives of either shall have the right, during reasonable hours, to enter upon any Lot to inspect any Home and/or other improvements on such Lot for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be guilty of trespass by reason of such entry. In the event the Board or its designee fails to approve or disapprove such plans and specifications within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

The standards and procedures established by this Article and/or the ARC are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Community, they do not create any duty to any person. Review and approval of any application pursuant to this Article may be made solely on the basis of aesthetic considerations. The reviewer shall not bear any responsibility for ensuring compliance with building codes and other governmental requirements, nor for ensuring the quality of materials used or their fitness for the purpose designed, nor for ensuring that all Homes are of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

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The Association, the Board, the ARC, any other Association committee, or member of any of the foregoing shall not be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of action, inaction, integrity, financial condition, or quality of work or any contractor or its subcontractors, employees, or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Home or Lot. In all matters, the Board, the ARC and the members of each shall be defended and indemnified by the Association as provided in Article III, Section 3.02 hereof.

The reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental conditions require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing, (b) be contrary to this Declaration; or (c) estop the reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

ARTICLE V

MAINTENANCE FUND

Section 5.01 *Obligation for Payments to Maintenance Fund.*

(a) ***Establishment of Maintenance Fund.*** The Original Restrictions and the Original Bylaws created an annual maintenance charge, to be collected by and administered by an association of the Owners of Lots in the Subdivision; and the Original Bylaws further created and established the procedures and policies for the levy and collection of such assessment obligations created by the Original Restrictions. There is hereby established a Maintenance Fund into which shall be paid all assessments as provided for herein. The Board shall be responsible for the collection, management, control and expenditure of the Maintenance Fund which shall be deposited in accounts specifically designated for the Association as from time to time designated by the Board.

(b) ***Types and Obligation for Payment of Assessments.*** Each Owner of a Lot, by acceptance of a deed or other instrument of conveyance therefor whether or not so expressed therein, covenants and agrees to pay to the Association regular or annual assessments, special assessments and specific assessments, all as herein set forth.

(c) ***Purpose of Maintenance Fund.*** The Maintenance Fund shall be used exclusively for the purpose of promoting the common benefit and enjoyment of the Owners and occupants of the Subdivision, including the maintenance of all Subdivision Facilities, discharge of all obligations of the Association pursuant to this Declaration and other Governing Documents, and the doing of any other thing necessary or desirable in the opinion of the Board for accomplishment of any of the foregoing. Without limiting the general description of the foregoing, the Maintenance Fund may be used for the following:

- (i) The care for vacant, unimproved and unkept Lots and Homes in the Subdivision, and the removal and destroying of grass, weeds, debris, trash and other foreign matter therefrom; the extermination of insects and rodents, and to do such other things as the Association may deem proper to foster and promote health, safety, and sanitation within the Subdivision and to maintain the same in a clean and attractive condition;
- (ii) To provide for garbage and rubbish collection and disposal and enter into

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contracts for such services with the City of Houston or private contractors as necessary or desirable;

- (iii) To provide for police or patrol services for the benefit of the Subdivision; and
- (iv) To provide for and maintain street lighting at such places as deemed advisable.

The judgment of the Board in establishing any assessments and in the collection, management and expenditure of the Maintenance Fund shall be final and conclusive so long as exercised in good faith.

(d) **Personal Obligation; Transferees.** In addition to the assessment lien herein established, all assessments shall be and remain the personal obligation of the Owner or Owners who owned the Lot at the time liability for the assessment accrued notwithstanding any subsequent transfer of such Lot. Except as provided in **Sections 5.01(e) and 5.07(d)**, each Owner's transferee, whether by purchase, gift, devise or otherwise, and whether voluntary or by operation of law, shall also be jointly and severally liable for payment of all unpaid assessments owed to the Association at the time of transfer without prejudice to the rights of the transferee to recover from the transferor the amounts paid by said transferee.

(e) **Statement of Assessments.** Any transferee (or prospective transferee upon presentment of an earnest money contract or other writing satisfactory to the Board) shall be entitled to a statement from the Association setting forth all assessments due as of the date of the written request. Any such request shall be in writing, shall be addressed to the Association and shall be delivered by and only by registered or certified mail, return receipt requested. The Board may set a reasonable charge for providing a statement of indebtedness, the payment of which shall be a condition precedent to the Association's obligation to provide same. Except for fraud or misrepresentation, if the Association fails to respond to a proper written request for a statement of indebtedness within the time specified by the requesting party, which specified time shall not be less than ten (10) business days after receipt of same by the Association, and upon submission of a properly executed registered or certified mail return receipt to the Association, upon transfer such transferee (or prospective transferee) shall not be liable for, nor shall the Lot transferred be subject to a lien for, any unpaid assessments against the subject Lot accruing prior to the date of the written request.

Section 5.02 Administration of Maintenance Fund.

(a) **Assessment and Payment.** The Board may elect to collect regular assessments on an annual, a semi-annual, quarterly, or monthly basis in which case such assessments shall be due and payable, in advance, on or before the first (1st) day of the applicable period.

(b) **Effect of Foreclosure.** In the event of foreclosure of a first mortgage or first deed of trust the purchaser at foreclosure shall be liable for unpaid regular assessments which are assessed or assessable from and after the first (1st) day of the month following the date of foreclosure and any installments for assessments (regular, special or specific) over a period of time which become due and payable after said date. The foregoing shall apply regardless of whether assessments are payable annually, semi-annually, quarterly or monthly.

(c) **Uniform Rate.** Regular and special assessments on all Lots shall be fixed

at a uniform rate and shall be equal as to all Lots.

Section 5.03 Base Rate and Subsequent Computation of Regular Assessments.

(a) **Base Rate.** The base rate of the regular assessment for each Lot for the year 2024 (and for each calendar year thereafter unless modified as herein provided) shall be not more than Two thousand and No/100 Dollars (\$2,000.00) per Lot per year.

(b) **Establishment of Budget and Rate of Regular Assessments.** At least sixty (60) days prior to any calendar year, The Board shall:

(i) prepare the annual a budget as to such calendar year;

(ii) fix an annual rate of regular assessment per Lot based upon and applicable to such budget; and

(iii) specify whether the annual rate of regular assessment shall be payable annually, semi-annually, quarterly or monthly.

(c) **Budget Modifications.** Any budget established or adopted by the Board may be modified, corrected or amended by the Board from time to time as the Board may determine.

Section 5.04 Notice; Effective Date; Approval of Increase of Regular Assessment.

(a) **Notice-Changed Rate.** If an existing annual rate of regular assessment will increase, all Owners shall be given written notice of the proposed new annual rate of regular assessment at least sixty (60) days prior to the effective date thereof.

(b) **Effective Date for Changed Rate.** The annual rate of regular assessment may be changed at any time as determined by the Board, but no change in the annual rate of regular assessment shall be applied retroactively, and in the case of an increase in the annual rate of regular assessment the increase shall not be effective

sooner than upon expiration of the sixty (60) day notice period required by **Section 5.04(a)**.

(c) **Approval of Change in Rate.** The annual rate of the regular assessments may not be increased in excess of the average of the amount of increase in the Consumer Price Index – Houston-The Woodlands-Sugar Land, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), or if such specific index is discontinued or modified the most recent similar specific index), as estimated by the U.S. Bureau of Labor Statistics, for the latest reported 12 month period (whether reported monthly, bi-monthly, quarterly or annually), available as of the 31st day of December immediately prior to such calendar year, without the prior vote of the Owners of a majority the Lots voting in favor of such increase at an annual meeting of the members or a special meeting of the members called for such purpose.

(d) **No Waiver or Release.** Notwithstanding anything to the contrary herein, the omission or failure for any reason of the Board to determine an annual rate of regular assessment or to mail or deliver a notice of an annual rate of regular assessment or due date for payment thereof shall not be deemed a waiver, modification or release of an Owner's obligation to pay assessments as otherwise herein provided. Once established, an annual rate of regular assessment and the due date or dates for payment thereof shall continue in effect from year to year, and the Owner(s) of each Lot

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shall be obligated to pay such regular assessments accordingly unless and until a new annual rate of regular assessment is established as herein provided.

Section 5.05 Special Assessments. In addition to the other assessments authorized herein, the Board may levy special assessments at any time during each fiscal year for purposes of defraying, in whole or in part, any expenses not anticipated by the budget then in effect, or to replace part or all of any contingency, capital or other reserve fund, if any. Provided, however, that no Special Assessment shall be effective unless approved by the Owners of a majority of the Lots contained within the Subdivision.

Section 5.06 Specific Assessments.

(a) **Types.** Specific assessments shall be assessed against individual Lots and the Owner thereafter at the time liability for same accrues as follows:

(i) **Interest.** Interest from the due date at the rate of the lesser of eighteen percent (18%) per annum or the maximum legal rate shall be charged on all delinquent assessments, regular, special or specific, which are not paid in full within thirty (30) days after the due date.

(ii) **Late Charges.** A late charge in the amount of Twenty-Five Dollars (\$25.00), or such other reasonable amount as from time to time determined by the Board, is hereby imposed as to any regular, special or specific assessment which is not paid in full within fifteen (15) days after payment of same is due. If such regular, special or specific assessment remains unpaid, successive late charges of \$25.00 shall be assessed every thirty (30) days until such assessment is paid.

(iii) **Compliance Costs.** All expenses incurred by reason of a breach or violation of or to obtain compliance with any provisions of this Declaration or other Governing Documents shall be assessed against the Owner of the Lot who occasioned the incurrence of such expenses, including reasonable attorney's fees whether incurred prior to, during the pendency of or after successful completion of any actions in a court of competent jurisdiction.

(iv) **Foreclosure of Assessment Lien.** In the event of foreclosure of the Association's assessment lien as herein provided, the Owner shall be required to pay to the Association a reasonable rental as determined by the Board for the use of the Lot and improvements thereon during the period of foreclosure, and the Board shall be entitled to a receiver to collect same.

(v) **Other Obligations.** All other monetary obligations established by or pursuant to this Declaration or other Governing Documents which are intended to apply to one (1) or several but not all Lots shall be assessed against the Owner(s) of the Lot(s) to which same applies. Such charges may include, without limitation, reasonable charges as the Board may by resolution from time to time determine for: (i) providing a statement of assessments or indebtedness; (ii) transfer fees to reflect changes of ownership, tenancy or occupancy on the records of the Association; (iii) fines for any violation of any provisions of the Governing Documents as may from time to time be set forth in applicable Rules and Regulations; (iv) charges for processing of applications for architectural approval; (v) maintenance, repair or replacement costs or expenses for which the Owner is responsible, incurred by the Association as set forth in **Section 6.02.**

(b) **Payment; Waiver.** Specific assessments shall become due and payable

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immediately upon the occurrence of the event giving rise to liability for payment of same. Failure of the Association to impose or collect any specific assessment shall not be grounds for any action against the Association, or any Director, officer, agent or employee thereof, and shall not constitute a waiver of the Association's right to exercise its authority to collect any specific assessments in the future. For good cause shown as determined in the sole good-faith discretion of the Board, the Board may waive, in writing, wholly or partially, imposition of any specific assessment; provided, any such waiver shall be conditioned upon payment in full of all remaining monetary obligations then owed to the Association or receipt of written commitment that same will be paid within a specified period of time.

Section 5.07 Lien for Assessments.

(a) **Establishment of Lien.** Each Owner who has signed this Declaration, and every subsequent Owner who acquires title to a Lot after the date of this Declaration, expressly agrees and acknowledges that all sums assessed against any Lot pursuant to this Declaration, whether by regular, special or specific assessment as provided herein, shall be secured by a continuing lien on such Lot in favor of the Association (referred to herein as the "Lien"). The Lien created and reserved in accordance with this Declaration shall be deemed to be in renewal and extension of the lien, if any, created and reserved in the Original Declaration and/or Original Bylaws. All sums assessed against any Lot pursuant to this Declaration, whether by regular, special or specific assessment as provided herein, shall be secured by the continuing Lien on such Lot in favor of the Association.

(b) **Perfection of Lien.** The recordation of this Declaration constitutes record notice and perfection of the Association's continuing lien, effective from the date of recordation of this Declaration. No further recordation of a claim of lien or other notice of any type or kind whatsoever shall be required to establish or perfect such lien. To further evidence such lien, the Association may, but shall not be required to, prepare and file in the Real Property Records of Harris County, Texas, written notice of default in payment of assessments in such form as the Association may direct.

(c) **Priority of Lien.** The Association's continuing lien shall be superior to all other liens or encumbrances on each Lot except:

(i) a first mortgage or deed of trust covering a Lot and any other lien covering a Lot for work and materials used on constructing improvements thereon, but only as to assessments (regular, special or specific) the obligation for payment of which accrues from or after the date any such first lien or improvement lien is duly recorded in the Real Property Records of Harris County, Texas and only to the extent of unpaid sums secured by such first lien or improvement lien; and

(ii) liens for real estate taxes and other governmental assessments or charges; and

(iii) such other mortgages, deeds of trust, liens or other encumbrances to which the Board may from time to time by written agreement specifically agree.

(d) **Effect of Foreclosure.** Sale or transfer of a Lot shall not affect the Association's lien; provided, however, in the event of a superior lien as aforesaid the Association's lien shall be extinguished only to the extent same secures payment of assessments due up to the date of foreclosure. Foreclosure of a superior lien shall not relieve the former Owner of the Lot from the personal obligation for payment of

assessments due up to the date of foreclosure. Foreclosure of a superior lien shall not relieve the affected Lot or any Owner thereof subsequent to the date of foreclosure from liability for assessments thereafter assessed or from the Association's lien therefor.

(e) **Other Liens.** Except as provided in **Section 5.07(c)**, all other Persons acquiring liens or encumbrances on any Lot shall be deemed to consent that such liens or encumbrances shall be inferior to the Association's lien for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 5.08 Effect of Nonpayment of Assessments.

(a) **General.** Any assessments which are not paid when due shall be delinquent. Except to the extent otherwise expressly agreed in writing by the Board, if any assessments are not paid within thirty (30) days after the due date, then:

(i) late charges, interest from the due date, and all costs of collection (including reasonable attorney's fees), all set forth in **Section 5.06**, shall be added to and included in the amount of such assessment; and

(ii) in the event, and to the extent that regular assessments are paid monthly, at the option of the Board, upon ten (10) days written notice, the Association may accelerate through the end of the twelve (12) month period from the first (1st) day of the month following the date of giving of notice of acceleration all regular assessments and any installments for special or specific assessments due or to become due during said period.

(b) **Action for Debt; Foreclosure.** The Association shall have, and there shall be vested in the Association or its agents or representatives; (i) the right and power to bring all actions against each Owner, personally for the collection of all delinquent assessments as a debt; and (ii) the right and power to judicially foreclose the Association's continuing lien for assessments by an action brought in the name of the Association. The Association shall have the power to bid on any Lot at any sale in satisfaction of any judgment or court ordered foreclosure sale, and to acquire, hold, lease, mortgage, or convey the same. The filing of suit to collect any sums due hereunder or to foreclose the Association's continuing lien for assessments shall never be considered an election so as to preclude foreclosure under powers of sale after a final judgment or the dismissal of the suit for foreclosure.

Section 5.09 Assessments as Independent Covenant. No Owner may waive or otherwise escape liability for the payment of assessments as provided for herein for any reason, including, by way of illustration but not limitation, by abandonment of the Lot; and no diminution or abatement of assessments shall be claimed or allowed by reason of any alleged actions or failure to act by the Association, or its officers, Directors, agents or employees, whether or not required under this Declaration or other Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or its officers, Directors, agents or employees, or by reason of any action taken by the Association, or its officers, Directors, agents or employees to comply with any law, ordinance, or any order or directive of any governmental authority, the obligation to pay assessments being, and is hereby expressly declared to be, a separate and independent covenant and contractual obligation on the part of each Owner.

Section 5.10 Applicable Law. The provision of this Article V shall be at all times subject to any additional or further requirements or limitations imposed by applicable law.

ARTICLE VI
MAINTENANCE

Section 6.01 Responsibility of Association. The Association shall maintain the Subdivision Facilities and keep same in good repair. In particular, the Association shall maintain all existing landscaping located between the street and the front of a Home, or between the street and the side of a Home, not within any fenced courtyard. Provided however, that each Owner shall be responsible for the initial planting of such landscaping located on such Owner's Lot, and the replacement of such landscaping if the landscaping requires replacement (due to death or disease of such plants).

Section 6.02 Owner's Responsibility.

(a) **General.** All maintenance, repair, and replacement obligations of the Home (foundation/slab, entire structure, interior and exterior surfaces, roofs) and all fixtures appurtenant thereto (windows, doors, garage doors, and the like) on each Lot shall be the sole responsibility of the Owner thereof. Each Owner shall maintain their Home in a manner consistent with the standards of use, conduct, appearance and maintenance generally prevailing in the Subdivision as may be more specifically determined by this Declaration and other Governing Documents, including as determined from time to time by duly adopted Rules and Regulations. Each Owner shall be responsible to maintain, repair, and replace any rear or side lot line fence (and any gates therein) constructed or existing on the property line of such Owner's Lot which serves only such Owner's Lot. The obligation to maintain, repair, and replace any shared fence constructed or existing on any common lot line dividing two Lots shall be borne equally and jointly by the two Owners' sharing such common Lot line. Each Owner shall be responsible to maintain the landscaping located on and within any fenced courtyard located on such Owners Lot; and to replace any dead or diseased landscaping located on such Owner's Lot facing a street. Each Owner shall further be responsible to maintain, repair, or replace any utility lines and utility meters (whether sanitary sewer, drainage, storm water, water lines, water meters and the like) which serve any such Owner's Lot, whether or not such utilities are located wholly or partially within or outside of such Lot. Further, each Owner shall be required to maintain or cause to be maintained any unoccupied Home, and to keep same secure from unauthorized entry, trespass, or use by unauthorized individuals. This includes fastening of windows and locking of all entry and garage doors, and maintenance of appropriate curtains or other permitted window covers in order to prevent unauthorized entry or use.

(b) **Owner's Default.** In the event the Board determines that (i) any Owner has by such Owner's acts or omissions (including without limitation, as a result of the Owner's death, incapacity, and/or abandonment of the Lot/Home) failed or refused to discharge properly the Owner's maintenance obligations as provided in sub-section (a) above and elsewhere in this Declaration, or (ii) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder has been caused through the willful or negligent act or omission of an Owner, the Owner's tenants, or the family, guests, invitees, servants, agents or employees of either, then the Association may perform the repair, replacement or maintenance at such Owner's sole cost and expense in accordance with the following:

(i) Except in the event of an emergency, or to the extent necessary to diminish any threat of infestation by rats or other vermin or any health, fire or other safety hazards, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement. The notice shall be delivered or mailed to the street address of the Lot affected, and the Owner's last known address provided by the Owner for purposes of

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notice, if any, and shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. In the event of an Owner's death or incapacity, the notice aforesaid shall be provided to the estate representative or legal representative of the deceased or incapacitated Owner, if any, and to the extent known; and if unknown the notice aforesaid shall be placed on the exterior door of the Home. Unless otherwise provided by applicable law, the Owner shall have ten (10) days within which to complete all maintenance, repair, or replacement as set forth in this notice, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work within ten (10) days and to complete same within a reasonable time not to exceed thirty (30) days unless otherwise specifically approved by the Association.

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

(iii) The good-faith determination by the Board that maintenance, repair or replacement is necessary, or that an emergency or threat of infestation or health, safety or other hazard exists, shall be final and conclusive, and shall extend to anything or condition upon any Lot as to such Lot or which adversely affects any other Lot or the Subdivision.

(iv) All reasonable costs of maintenance, repair or replacement performed by the Association pursuant to this **Section 6.02** shall be added to and become a part of the Specific Assessment to which such Owner and the Owner's Lot shall be subject and shall be secured by the continuing lien hereby established against such Owner's Lot.

Section 6.03 Limitation of Liability. Neither the Association nor its officers, Directors, agents or employees shall be liable for trespass or any other tort or claim for damages in connection with any actions or failure to act as provided in this Article VI. The provisions hereof are cumulative of the provisions of **Section 3.02**.

ARTICLE VII

USE RESTRICTIONS

Section 7.01 Residential Use; Group Homes; Treatment Facilities.

(a) **General.** Each and every Lot is hereby restricted to residential dwellings for single-family residential use only.

(b) **No Business, Professional, Commercial or Manufacturing Use.** No business, professional, commercial or manufacturing use shall be made of any Lot or any improvement located thereon, even though such business, professional, commercial or manufacturing use is subordinate or incidental to use of the premises as a residence, and regardless of whether or not done for profit or remuneration. Notwithstanding the foregoing, so long as there is no external evidence thereof (including signs, advertising,

or contacts in person at a residence with clients or customers) and no unreasonable inconvenience to Owners or occupants of any Lots as determined in the sole good-faith opinion of the Board, the following activities at a residence by an Owner or the Owner's tenants shall not be prohibited:

- (i) maintenance of any personal professional library;
- (ii) keeping of personal or professional records or accounts; or
- (iii) handling personal business or professional telephone calls or correspondence; provided, no business, professional commercial or manufacturing telephone listing shall be permitted, and the conducting of any telemarketing or similar type business from a residence shall be strictly prohibited.

(c) **Residential Structures Only.** No structure other than one single-family residence, and an enclosed garage for up to two vehicles, shall be constructed, placed on or permitted to remain on any Lot in this Subdivision. No residential structure shall be placed on a lot unless its living area consists of a minimum of two thousand (2,000) square feet, except Lots 6, 7, 10, 11, 22, 23, 26, and 27 which shall be a minimum of sixteen hundred (1,600) square feet.

All building lines are designated on the Plat and such building lines shall be the only building lines that shall be used in designing each and every residential structure, unless otherwise designated or authorized in writing by the ARC.

Each residential structure shall be constructed up to one half (1/2") inch of the side building lines, except outside lines of corner Lots, and up to the front and back building lines, either by the house wall or masonry wall which shall enclose all of the Lot except for window or door openings in front and rear and garage entrances. No openings or windows shall be permitted in the sides of the walls or fences, except corner Lots, or those so designated by the ARC. All side walls shall conform to the City of Houston building code, and where such wall shall be exposed shall be of finished masonry materials. All garages shall be entered from a public alley.

(d) **Residential Use Only.** Without limitation of the foregoing, as used in this Declaration, the term "residential use" shall be construed to prohibit the use of any Lot or the residence thereon for apartment houses or other types of dwelling designed for multi-family dwelling or use for or operation of a boarding or rooming house or residence for transients, or the use of any garage as a garage apartment or residential living quarters.

(e) **Single Family Defined.** As used in this Declaration the term "single family" shall be construed to mean one (1) or more natural persons maintaining a common household within a single-family residence upon a Lot and includes only: (i) parents, children, grandparents and grandchildren who are members of a single family related by blood, marriage or adoption; or (ii) a group of natural persons not so related but not to exceed in number the number of bona fide bedrooms contained in the residence being so occupied; and (iii) the domestic servants of either.

(f) **Maximum Occupancy.** Notwithstanding any of the foregoing provisions but in addition to the limitations above set forth, in no event shall a single-family residence be occupied by more persons than the product of the total number of bona fide bedrooms contained in the single-family residence multiplied by two (2).

(g) **Group Homes; Treatment Facilities.** Except to the extent allowed by

applicable law, no Lot or any part of the single-family residence thereon shall be used for the operation of a "group home," "family home," "community home," "half-way house," day care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy, or training with respect to pervious or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicaps or illness, or other similar matters.

Section 7.02 Animals and Livestock. No hogs, horses, livestock or poultry of any kind shall be raised, bred, or kept on any Lot. If consistent with its use as a residence, dogs, cats or other household pets may be kept on a Lot. All such household pets must be kept on a leash or otherwise maintained under the control of their Owner when not maintained in an enclosed yard. As to any animals or livestock not permitted, or in the event permitted pets, as aforesaid, are permitted to roam free, or, as determined in the sole discretion of the Board, endanger the health or safety, make objectionable noise, or constitute a nuisance, annoyance or inconvenience to the Owners or occupants of the other Lots or the owner of any property located adjacent to or in the vicinity of the Subdivision, the Board may cause any such animal, livestock or permitted pet to be removed from the Subdivision and may prohibit the return of any such permitted pet to the Subdivision. Removal as aforesaid shall be at the sole expense of the Owner and without liability of any kind whatsoever to the Association, its officers, Directors, agents or employees, and including any Person which the Board may direct to remove any such animal, livestock or permitted pet.

Section 7.03 Vehicles.

(a) **Parking.** No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, or street right of way, unless such vehicle or object is completely concealed from public view inside a garage. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use or are capable of being in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet ten inches (6'10") in height, or eight feet (8') in width, or twenty-four feet (24') in length, and (e) do not have more than six (6) tires, are permitted to park within a garage, carport, or on the street.

The Board of Directors may authorize on-street parking on a temporary basis for visitors and guests, subject to reasonable rules and regulations. Provided, however, and in any event, except as temporarily allowed hereinbelow, no parking shall be allowed in the public alleys, or in any portion of streets within or serving the Subdivision in any manner which impedes vehicular access to and from any street or public alley to a garage. Notwithstanding the foregoing, service and delivery vehicles may be parked temporarily in the public streets and alleys during daylight hours for such a period of time as is reasonably necessary to provide service or to make a delivery to a Home or provide services to a resident. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for construction, repair or maintenance of a Home or Lot; provided, however, that Owners or residents may seek a temporary variance from these restrictions for their guests; however, any such request for a variance must receive the prior approval of the Board of Directors of the Association. The Board of Directors may adopt additional Rules regulating parking on or within the streets in the Subdivision.

No vehicle may be repaired within the Subdivision unless being repaired or concealed from view inside a garage. Vehicles that become inoperable while within the Subdivision must be removed within seventy-two (72) hours thereof.

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Section 7.04 Nuisance; Unsightly or Unkempt Conditions. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition, or that will be obnoxious. No hobbies or activities which will cause disorderly, unsightly, or unkempt conditions, including without limitation the assembly or disassembly of or repair work on motor vehicles or other mechanical devices, shall be performed within the Subdivision. No substance, thing, or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive trade or activity shall be carried on upon any Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the residents of the Subdivision. No spiritous, vinous, malt, medicated bitters, alcohol, drugs or other intoxicants shall be sold or offered for sale on any part of any Lot or any other place within the Subdivision. No Lot or any part thereof shall be used for any immoral or illegal purposes. Upon the good-faith determination of the Board that a violation of this Section exists, the Board may take such actions as it shall deem necessary to abate the violation in the manner provided in **Section 6** at the sole cost and expense of the violating owner.

Section 7.05 Septic Tanks. No septic tank, private water well or similar private sewage or water systems shall be permitted upon any Lot.

Section 7.06 Disposal of Trash. No trash, rubbish, garbage, manure, debris or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. No incinerator may be maintained on any portion of the Subdivision. All trash and similar matter to be disposed of shall be placed in cans or similar receptacles with tight fitting lids or plastic bags tied or otherwise tightly secured; and shall be placed in an area adequately screened by planting or fencing from public view or within a garage except when placed for regular pickup as herein provided. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition, and shall comply with all applicable federal, state, county, municipal or other governmental laws and regulations. All such prohibited matter shall be removed from each Lot at regular intervals if not removed or removable by a regular garbage and sanitation service. Trash and garbage shall not be placed for pickup earlier than eight (8) hours prior to a scheduled pickup day and all receptacles therefor and any remaining trash and garbage shall be removed from the pickup site by midnight of the pickup day. Any of the foregoing provisions may be modified, added to or deleted by applicable Rules and Regulations.

Section 7.07 Permitted Hours for Construction Activity. Except as is reasonably necessary for initial construction of a residence on a Lot, or in an emergency, or when other unusual circumstances exist, all as determined in the sole good-faith opinion of the Board, outside construction work or noisy interior construction work shall not be permitted except between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays, excluding any legal Holidays and Sundays.

Section 7.08 Building Materials. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot as provided in **Section 4.04**.

Section 7.09 Outdoor Cooking. Outdoor cooking shall be permitted on any Lot only in equipment especially constructed for same, and only in such manner as not to create a hazard of fire or injury to persons or property. All outdoor cooking equipment shall be properly maintained and shall be stored in an area screened from public view when not in use.

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Section 7.10 Firearms. The use of firearms in the Subdivision is strictly prohibited. The term "firearms" includes, without limitation, "B-B" guns, pellet guns, and small or large firearms of all types.

Section 7.11 Basketball Goals. No basketball goals or backboards shall be mounted on a garage or on a pole, or otherwise erected or maintained upon any Lot, without the prior written approval of the ARC.

Section 7.12 Leases.

(a) **Restrictions.** No Lot may be leased other than for use as a single-family residence as herein provided and defined. No Owner may lease a Home for transient or hotel purposes. All leases must provide for a minimum one (1) year initial term. No Owner may lease less than an entire Home. All leases shall:

- (i) be in writing; and
- (ii) shall be specifically subject in all respects to all provisions of this Declaration and all other Governing Documents (whether or not expressly stated in the lease), and any failure by lessee to comply with the terms and conditions of the Governing Documents shall be a default under the lease and grounds for termination of the lease and eviction by the Owner or the Association.

(b) **No Commercial Use.** The use of any Residence for hotel, motel, transient use, or other "occupancy sharing" use by individuals who do not utilize such Residence as a bona-fide primary or secondary residence shall be for all purposes deemed to constitute a business or other commercial activity prohibited by this Declaration. For purposes of this section, an otherwise permissible "lease" and "leasing" arrangement shall not include any use of any the Residence for hotel, motel, transient, or other "occupancy sharing" use by individuals who do not utilize such Residence as a bona-fide primary or secondary residence. The use of any Residence for hotel, motel, transient, or other "occupancy sharing" use shall be and is strictly prohibited. "Hotel, motel, occupancy sharing, or transient use" shall be defined so as to include, without limitation, any use for which the payment of a state and/or local short-term rental occupancy tax, such as the Texas Hotel Tax, would be applicable. Further, any lease, rental or other occupancy sharing agreement covering less than the entire Residence shall be prohibited. No Residence may be used as a "boarding house" or "rooming house" or other "occupancy sharing" arrangement where less than the entirety of the Residence is subject to a lease, rental, or other occupancy sharing arrangement. An "occupancy sharing" arrangement shall not be deemed to constitute the occupancy of the Residence by two or more individuals (related, unrelated, or as "roommates" or otherwise) who utilize such Residence for single family residential use, as their bona-fide primary or secondary residence.

(c) **Tenant Screening.** Prior to the lease or rental of a Home in the Subdivision, each Owner shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of each prospective tenant and/or other occupant of his or her Home, in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas for properties comparable to the Subdivision at the time such lease application is made/lease entered into (the "Tenant Screening" herein). The Tenant Screening shall specifically include, without limitation, a national criminal background screening on each tenant or other occupant age eighteen (18) and over who will be residing in the residence pursuant to such proposed lease.

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In the event that any Owner fails or refuses to perform a Tenant Screening, such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the Owner performed such review and research as to such matters and such matters disclosed information which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval.

Further, in the event that the Tenant Screening discloses matters which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval, and such Owner elects to lease to such tenant/occupant notwithstanding same, then such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research.

The Association, the Board, the Officers, and/or any managing agent(s) of the Association shall have no obligation to independently review, research, and/or determine the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of any prospective tenant/occupant of any Home in the property.

(d) **Names of Tenants, Copies of Leases.** Written notice of leasing of or other change in occupancy of a Home must be given to the Association within thirty (30) days after the change in occupancy. The notice must state the name and current mailing address of the Owner(s), the date of change of occupancy, the names of all persons who will occupy the affected Lot and their relationship and a general statement of the legal basis of the change of occupancy (for example "under Lease for a one-year term").

In addition, within thirty (30) days after the date of any lease (or, in any event, within 30 days following the Association's written demand for such information/items), the Owner shall provide the Association with the following information/items:

- (i) A copy of the fully completed and executed lease (information deemed personal such as social security numbers, business terms, rent amount, etc. may be redacted);
- (ii) If not shown in the copy of the lease delivered pursuant to item (i) above, the name, address, and telephone number of each and every person occupying the Home as a tenant/occupant under lease; and
- (iii) If not shown in the copy of the lease delivered pursuant to item (i) above, the name, address, and telephone number of any person managing the Home as agent of the Owner.

(e) **Owner's Liability.** Each Owner hereby irrevocably appoints the Board or its designated representative as their attorney in fact for purposes of termination of any lease and/or eviction due to violation or breach of this Declaration or other Governing Documents, agrees to indemnification in regard thereto to the fullest extent herein provided (including as set forth in **Section 3.02**) and shall be solely responsible for all costs thereof (including as provided in **Section 5.06**).

(f) **Joint Liabilities.** Lessor(s) and lessee(s) shall be jointly and severally liable for the observance and performance of all of the terms and provisions of this Declaration and all other Governing Documents, including, without limitation, joint and several liability for all damages, costs and expenses resulting from any violation thereof,

and/or all fines and assessments imposed thereby.

Section 7.13 Unoccupied Residences. The Owner of a Lot with an unoccupied Home, including any mortgagee in possession and any mortgagee obtaining title to a Lot by foreclosure or by any deed or other arrangement in lieu of foreclosure, shall remain liable for full observance and performance of all terms and conditions of this Declaration and all other Governing Documents, including in particular, but without limitation: **(i)** proper maintenance of the Lot and all improvements thereon; and **(ii)** securing of the unoccupied Home, including fastening of windows and locking of all entry and garage doors, and maintenance of appropriate curtains or other permitted window covers in order to prevent unauthorized entry or use. In the event of the failure to maintain the Lot and improvements or to secure an unoccupied Home, after notice provided in **Section 6.02(b)**, the Association shall be authorized to exercise its rights and remedies under **Section 6.02** and all reasonable costs of maintenance, repair or replacement performed by the Association pursuant to such **Section 6.02** shall be added to and become a part of the Specific Assessment to which such Owner and the Owner's Lot shall be subject.

Section 7.14 Visitors, Guests and Invitees. Each Owner and each Owner's tenant shall insure that their family members, visitors, guests and invitees fully comply with applicable provisions of this Declaration and all other Governing Documents, and shall be liable for all costs, expenses, losses, damages and fines caused by violations by any such family members, visitor, guest or invitee.

Section 7.15 Children and Other Dependents. Owners and their tenants shall insure that their children and other dependents, and the children and other dependents of their visitors, guests or invitees, are properly supervised at all times and shall not permit such children and other dependents to engage in any activity or conduct that will cause damage to or require additional maintenance of any part or portion of the Subdivision Facilities or other Lots, including landscaped areas and recreational facilities, or which is otherwise in violation of this Declaration. The parent(s), guardian(s) or other Person(s) with whom any child or dependent resides or who are otherwise legally responsible for the care and custody of the child or dependent shall be responsible for ensuring such child or dependent complies with applicable provisions of the Declaration and other Governing Documents; and shall be liable for the consequences of any violation(s) thereof by any such child or dependent.

Section 7.16 Garage Usage. There is/are a minimum of two (2) parking spaces allocated to each Lot within the Subdivision, and those two spaces constitute the spaces within each garage or carport of each Home for the parking of two (2) vehicles. No portion of any garage or carport shall be diverted to any use other than the parking of at least two (2) vehicles and other generally accepted and customary usage of a garage or carport. In particular, but not in limitation of the foregoing, no portion of any garage or carport shall be used as a residence or a game room, or for any similar use as living quarters, or for any storage use which restricts the parking of vehicles within such garage or carport. If a Lot is improved with a garage, the garage doors shall be kept in a closed position when the garage area is not being actively used. If a Lot is improved with a carport, that portion of the carport visible from the exterior of the Lot shall be maintained in a clean and attractive condition.

Section 7.17 Mineral Production. No drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

Section 7.18 Clotheslines. No outside clotheslines shall be constructed or maintained on any Lot or Community Properties, nor shall any other outside drying of clothes be permitted.

Section 7.19 Rules and Regulations. The Board is hereby specifically authorized to

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promulgate, modify and delete such reasonable Rules and Regulations applicable to the operation, use and occupancy of the Subdivision, including all Lots, as the Board shall from time to time deem beneficial to the Subdivision, including the adoption and of all procedural and substantive aspects for the establishment, levy, collection and payment of fines for any violations of the Governing Documents. Upon the adoption of any Rules and Regulations, such Rules and Regulations shall include a fining policy, which may be amended from time to time, which shall set forth the general category of the restrictive covenants for which fines may be levied, a schedule of fines for each category of violation, information about the Owner's right to a hearing in order to contest any fine, and any other information required by applicable law. Rules and Regulations shall be of equal dignity with and shall be enforceable in the same manner as the provisions of this Declaration; provided that:

(a) Rules and Regulations shall not be incompatible with the provisions of this Declaration; and

(b) Rules and Regulations shall not become effective until same are recorded as "dedicatory instruments" in accordance with applicable law, and upon the expiration of thirty (30) days after true and correct copies thereof are delivered or mailed to all Owners.

ARTICLE VIII

ARCHITECTURAL RESTRICTIONS

Section 8.01 *Type of Residence.*

(a) **Type of Structures.** Only one single-family residence not to exceed two (2) stories and an enclosed garage for up to two vehicles, shall be built or permitted on each such Lot.

(b) **Garages.** All single-family residences shall have an attached enclosed garage or carport of sufficient size to park two (2) vehicles. All garages must be enclosed with permanent walls and their fronts enclosed with standard type overhead doors customarily used in the building industry which garage door shall be maintained in good working order by the Owner at all times. Any replacement garage door shall be painted to match the then existing color scheme of the residence. All carports must be enclosed with permanent side walls. Except for interior modifications of a garage or carport wholly consistent with its use as a garage or carport and which does not alter the exterior appearance of the garage or carport as originally constructed, no modification of the interior or exterior of any garage or carport as originally constructed shall be permitted without prior written approval of the ARC.

(c) **New Construction and Continued Maintenance Required.** All structures shall be of new construction, and no structure shall be moved from another location to any Lot without prior written approval of the ARC.

Section 8.02 *Location of Residence on Lot.*

(a) **General.** No building or structure (including any single-family residence, but excluding any roof overhang, fireplace, chimney, bay window, steps or similar architectural detail which is part of a single-family residence) shall be located upon any Lot except in such area occupied by the foundation slab of the building located on such Lot as originally constructed or as approved in writing by the ARC.

Section 8.03 *Lot Fences, and Walls.* All fences and freestanding fence type walls, gateposts, and planters (sometimes herein referred to as "Lot Fencing"), whenever and

wherever located on any Lot, shall comply with the following:

- (a) **ARC Approval Required.** No Lot Fencing shall be constructed, placed or maintained on any Lot without prior written approval of the ARC.
- (b) **Setbacks.** No Lot Fencing shall extend past the front or side setback line, if any, of the Lot or the front of the residence except as may be approved by the ARC.
- (c) **Maximum Height.** No Lot Fencing shall be more than eight feet (8') in height unless otherwise approved in writing by the ARC. Any Lot Fencing presently existing as of the Effective Date of this Declaration in excess of eight feet (8') in height, and any future replacement of same, shall be grandfathered and permitted.
- (d) **Composition.** All Lot Fencing other than hedges shall be constructed of redwood or cedar, ornamental iron, brick or masonry as approved by the ARC.
- (e) **Chain Link Fences Prohibited.** No chain link type fences will be permitted on any Lot.
- (f) **Ownership and Maintenance.** It shall be the Owner's responsibility to continuously maintain all Lot Fencing in a neat and attractive condition and in good repair.

Section 8.04 Antennas and Satellite Dish System.

- (a) **Prohibited Antenna.** No television antenna may be erected or maintained on any Lot. No electronic antenna or device of any type, citizen band, *HAM*, *CB*, or similar radio antenna or other television antenna or accessories shall be erected or permitted to remain on or outside of a building on any Lot or Lot.
- (b) **Satellite Dish Systems.** No satellite dish system, microwave television antenna or similar devices of any type shall be permitted on any Lot or elsewhere in the Subdivision unless (i) device is approved by the ARC, or (ii) such device is an over the air reception device expressly permitted by Section 207 of the Telecommunication Act of 1996, as amended. Provided however, as to (ii) above, such over the air reception device must be installed in the least obtrusive location that allows reception of an acceptable signal. As used herein, "least obtrusive location" primarily means a location that is not readily visible from the public street.

Section 8.05 Signs. No signs, billboards, posters or advertising devices of any kind, including, without limitation, business, professional, promotional or institutional signs, shall be permitted on any Lot, or upon any residence, or within any residence if visible from the exterior of the residence, or within the Subdivision without the prior written consent of the ARC. Provided, however, that (i) not more than one (1) standard size "for sale" or "for rent" sign may be placed in front of Home within the confines of the Owner's Lot; and (ii) not more than one "open house" sign of not more than six (6) feet square may be displayed in connection with the offering for sale of a Home located on a Lot offered for sale, to be placed or erected on the day of the open house only. No such signs may be affixed or attached to any entry monuments, traffic signs or other signs; and the provisions hereof shall not apply to billboards or posters maintained by the Association. Any member of the ARC or an authorized representative of either, may remove any sign, billboard, poster or advertising device located upon or within the Subdivision in violation of the foregoing and dispose of same as trash without liability for trespass or in tort or otherwise.

Owners may display on the Owner's Lot one or more signs advertising a political

candidate or ballot item for an election on or before the 90th day before the date of the election to which the sign relates, or before the 10th day after that election date. Only one sign for each candidate or ballot item shall be permitted. Provided however, that any such permitted sign must be ground mounted. The following signs shall be prohibited: (i) any sign containing roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (ii) any sign which is in any way attached to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (iii) a sign which includes the painting of architectural surfaces; (iv) a sign which threatens the public health or safety; (v) a sign that is larger than four feet by six feet; (vi) a sign which violates a law; (vii) a sign which contains language, graphics, or any display that would be offensive to the ordinary person; or (viii) a sign which is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists. The Association may remove a sign displayed in violation of the foregoing provisions.

Section 8.06 Exterior Lighting. All exterior lighting must first be approved by the ARC. No exterior lighting may shed light onto other property in the Subdivision or into other Homes in such a manner that creates a nuisance.

Section 8.07 Landscaping and Easement. The Association shall maintain all grass, flower and shrubbery beds and all other landscaping planted or installed by an Owner within a front or side yard of the Owner's Lot facing a street or side street to prevent unsightly appearance. Provided however, that in the event that any grass, flower and shrubbery beds or other landscaping within such area dies or becomes diseased and requires replanting or replacement, the Owner shall be responsible to replace same. Owners shall be responsible to maintain all landscaping within any fenced courtyards located on such Owner's Lot. Dead, diseased, or damaged trees which may create a hazard to property or persons within any Lot shall be promptly removed or repaired at the Owner's expense.

Section 8.08 Solar Energy Device(s). The term "solar energy device" means a system or series of mechanisms designed primarily to provide heating and cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power as set forth in Section 171.107 of the TEXAS TAX CODE. Owner(s) are prohibited from making any addition, change, or alteration to the any portion of the Lot or the exteriors of the Homes without the prior written approval of the Board of Directors of the Association. While the installation of a solar energy device is included in such a prohibition, generally Solar energy devices shall be permitted to be installed wholly on the roof of the Home located on the Owner's Lot, provided that such installation shall be installed in such an area on the roof least visible from any street.

Section 8.09 Exterior Colors. Unless otherwise approved by the ARC, all residences must be painted or repainted in the same color presently existing as of the Effective Date of this Declaration.

Section 8.10 Maintenance of Utilities. Except for the common utilities serving more than one (1) Home, all utility services intended to be provided to each single-family residence as originally constructed, including without limitation, water, sewage, electric and gas services, shall be maintained by the Owner at all times.

Section 8.11 Air Conditioners. Except as approved by the ARC, no window, or wall mounted type air conditioners or heating units shall be permitted. Air conditioners or heating units may only be installed on the roofs of the Homes (in such area on the roof least visible from any street), or wholly within any fenced courtyard located within such Owner's Lot.

Section 8.12 Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot shall be installed in underground conduits or other

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underground facilities unless otherwise approved in writing by the ARC and shall be maintained at all times by the Owner of the Lot upon which same is located.

Section 8.13 Excavation. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except upon written approval of the ARC as may be necessary in conjunction with the landscaping of or construction on such Lot.

Section 8.14 Exterior Appearance. No window in any Home or other improvement that is visible from any other Home or street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design of the Home and the overall appearance of the Subdivision and from the exterior must be neutral or white if visible from the street. The ARC shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the Home and overall appearance of the Subdivision.

No artificial vegetation shall be permitted on the exterior of any portion of the Subdivision. No exterior sculpture, fountains, birdbaths, other decorative embellishments or similar items shall be permitted unless approved by the ARC. No such decorative embellishment or similar items shall be permitted on the front or side of any Home facing a street and not within any fenced courtyard.

Section 8.15 Flags and Flagpoles

- A. Each owner may install or erect not more one (1) flagpole on the front of such owner's Home which is either mounted by a bracket attached to the exterior wall of the first-floor level of the Home (extending outward not further than five feet) facing a public street, or is a freestanding flagpole (not higher than twenty feet) located wholly on such Owner's Lot.
- C. Displayed flags shall not be more than three (3) feet by five (5) feet in size.
- D. Owners and residents shall take all necessary steps and precautions to abate noise caused by an external halyard on a flagpole.
- E. Owners and residents shall take all necessary steps and precautions to abate any nuisance caused by the illumination of displayed flags. All lights used to illuminate displayed flags shall be of a size, location and intensity that do not constitute a nuisance or disturbance to other residents at the Property. Such lights shall be located so same do not shine directly into the windows and doors of other Homes or into the sight line of passing vehicular traffic.
- F. Only the flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces may be displayed.
- G. The flag of the United States of America must be displayed in accordance with 2. U.S.C. Section 5-10.
- H. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- I. A flagpole attached to a dwelling shall be constructed of permanent, long-lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling.

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- J. The display of a flag or the location and construction of the supporting flagpole shall comply with all applicable zoning ordinances, easements, and setback requirements filed of record.
- K. A displayed flag shall be maintained in good condition. Any deteriorated flag shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- L. The flagpole on which a displayed flag is flown shall be maintained in good condition. Any deteriorated or structurally unsafe flagpole shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- M. No separate or independent illumination of such flags shall be permitted.
- N. If these provisions are violated or if displayed flags and flagpoles installation poses a serious, immediate safety hazard, the Association, after written notice to the Owner in accordance with Section 209.006 of the Texas Property Code, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these policies.
- O. If any of these provisions are determined to be invalid, the remainder of these policies shall remain in full force and effect.
- P. This Section and the provisions of same may be amended at any time by a one or more resolution(s) adopted by the ARC in accordance with Section 202.018 of the Texas Property Code.

Section 8.16. Rain Barrels and Water Harvesting Systems. Each owner and/or resident may install rain barrels or a rainwater harvesting system subject to the following guidelines.

- A. Rain barrels and rainwater harvesting systems shall not be installed on property that is located between the front of the Owner's Home and an adjoining or adjacent public street. Rain barrels and rainwater harvesting systems may only be installed wholly within an enclosed patio or fenced area of the Owner's Lot, not visible from the 16' Shared Driveway or public street.
- B. Rain barrels and rainwater harvesting systems must be of a color consistent with the color scheme of the Owner's home.
- C. Rain barrels and rainwater harvesting systems shall not display any language or content that is not typically displayed on said rain barrel or rainwater harvesting system as it is manufactured.
- D. Rain barrels larger than 50 gallons are prohibited.
- E. Rain barrels and rainwater harvesting systems shall be located in a place shielded from view of other Homes, to the maximum extent possible.
- F. Owners shall not permit their rain barrels and rainwater harvesting systems to fall into disrepair or to become a safety hazard. Owners shall

be responsible for rain barrel and rainwater harvesting system maintenance repair and replacement and the correction of any safety hazard.

- G. Rain barrels and rainwater harvesting systems must have lids or covers to prevent and/or minimize mosquito infestations.
- H. Rain barrels and rainwater harvesting systems shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions.
- I. Rain barrels and rainwater harvesting systems shall be painted to match to color of the structure to which they are installed or attached, provided that such painting does not interfere with the operation and use of the rain barrel or rainwater harvesting system.
- J. If rain barrels and rainwater harvesting systems are visible from the street or other Homes, camouflaging said rain barrels and rainwater harvesting systems through inexpensive screening or plants is required, provided that such screening does not interfere with operation and use; provided however, that said screening or plants must be approved in accordance with the architectural control provisions of the Declaration.
- K. If any of these provisions are determined to be invalid, the remainder of these policies shall remain in full force and effect. These provisions may be modified at any time and from time to time by Resolution(s) adopted by the ARC from time to time in accordance with Section 202.007 of the Texas Property Code.

Section 8.17. Standby Electric Generators. Each owner and/or resident may install a Standby Electric Generator ("SEG") pursuant to the provisions of Section 202.019 of the Texas Property Code, subject to the following guidelines.

- A. The Owner shall first apply for and obtain ARC approval prior to the installation of any SEG that will be located outside of the Home located on any Lot.
- B. The SEG must be installed and maintained in compliance with its manufacturer's specifications and applicable governmental health, safety, electrical and building codes.
- C. All electrical, plumbing, and fuel line connections for the SEG shall be installed only by licensed contractors and all electrical connections must be installed in accordance with applicable governmental health, safety, electrical and building codes.
- D. All liquid petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of the State of Texas and other applicable governmental health, safety, electrical, and building codes.
- E. All non-integral standby electric generator fuel tanks for the SEG shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.
- F. The SEG, its electrical and fuel lines, shall be maintained in good condition.

- G. If a component of an SEG, including electrical or fuel lines, is deteriorated or unsafe then that component shall be repaired, replaced or removed as appropriate.
- H. The SEG shall be screened in accordance with the ARC plans therefor submitted and approved by the ARC. The SEG shall not be located on any portion of the Common Area.
- I. The SEG shall be periodically tested in accordance with applicable manufacturer's recommendations.
- J. The SEG shall not be used to generate all or substantially all of the electrical power to the Home, except when utility-generated electrical power to the Home is not available or is intermittent due to causes other than nonpayment for utility service to the Home.

Section 8.18 Religious Displays. In accordance with the provisions of Section 202.018 of the Texas Property Code, each Owner and/or resident may display or affix on the entry to the Owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious beliefs. The display or affixing of religious items is prohibited if same: (i) threatens the public health or safety; (ii) violates a law; (iii) contains language, graphics, or any display that is patently offensive to a passerby; (iv) violates any applicable building line, right of way, setback, or easement; or (v) is attached to a traffic control device, street lamp, fire hydrant, or utility sign pole or fixture.

Section 8.19 Holiday Decorations. Holiday decorations (whether religious or secular) may be displayed no sooner than thirty (30) days before a recognized holiday for which holiday displays are customary and typical (for example, and without limitation, Christmas, New Years, Easter, Fourth of July, Memorial Day, Labor Day, Halloween, Thanksgiving) and must be removed a week after the Holiday.

ARTICLE IX

EASEMENTS

Section 9.01 Incorporation of Easements. All easements, dedications, limitations, restrictions and reservations shown on the surveys of each Lot, the Plat and any other plat, map or other instrument duly filed in the plat, map or other public records of Harris County, Texas which legally applies to the Subdivision or any Lot, and all grants and dedications of easements and related rights heretofore made or hereafter established as herein provided affecting the Subdivision or any Lots and filed in the Real Property Records of Harris County, Texas, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by any Person covering any portion of the Subdivision, including any Lot. In the event of any conflict between any of the foregoing filed after the date of filing of this Declaration and any provisions of this Declaration, the provisions of this Declaration shall control.

In addition to the easements shown on the Plat, the easement created and reserved in the Original Declaration establishing a one foot (1') electrical easement on the rear of each Lot, is hereby ratified and confirmed as being valid and subsisting.

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ARTICLE X

INSURANCE, CASUALTY LOSSES AND CONDEMNATION

Section 10.01 Association Insurance. The Board or its duly authorized agents shall have the authority to obtain, with such deductibles as the Board shall determine, the following coverage or substantial equivalent, and to pay all premiums or other costs thereof from the Maintenance Fund:

(a) to the extent insurable, insurance for the Subdivision Facilities covering loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard;

(b) officers' and directors' liability insurance and general liability insurance applicable to the Subdivision Facilities covering the Association and its Members for all damage or injury caused by the negligence of the Association and committees thereof (including the ARC), and any of its Members, officers, Directors, agents or employees; and

(c) worker's compensation to the extent required by law.

Section 10.02 Damage or Destruction of Homes.

(a) **Required Owner's Insurance.** Obtaining of liability and property insurance regarding and covering the Homes located on the Lots (and the contents of residences) shall be the sole responsibility of the Owners thereof. At a minimum, the Owner(s) of each Lot shall obtain property insurance to insure the residence thereon, and all fixtures, equipment and other improvements pertaining thereto normally insured under building coverage. Said building coverage shall be on a current replacement cost basis in an amount of not less than one hundred percent (100%) of the insurable value against risks of loss or damage by fire and other hazards as are covered by standard extended coverage and shall include coverage against vandalism. Said building coverage shall be obtained effective as of the date of acquisition of ownership of a Lot by an Owner (or after substantial completion of construction of a residence thereon, if applicable), and shall remain continuously in effect to the date of acquisition of ownership by the next succeeding Owner(s). Each Owner of a Lot shall provide to the Association proof of said building coverage satisfactory to the Board upon not less than five (5) days written request therefor, failing which, the Board shall have the right, but not the obligation, to obtain said building coverage on behalf of the Owner and assess as a specific assessment all other costs and expenses related thereto to the defaulting Owner. Provided however, that the Association shall have no duty or responsibility to monitor or oversee whether any Owner carries any such insurance and if the Association requests proof of any such insurance, such request shall not be construed to evidence the assumption of any such duty or responsibility.

(b) **Repair or Replacement Required.** Whether or not insured, the damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot (including the residence thereon) shall be repaired or replaced by the Owner thereof within seventy-five (75) days after such damage or destruction, or, where repairs or replacements cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter as determined in the sole good faith judgment of the ARC. In the event of noncompliance with this provision, the Association shall have all enforcement powers permitted by law and this Declaration, including without limitation, the right to seek specific performance and/or to invoke the powers specified in **Section 6.02** of this Declaration.

ARTICLE XI

ENFORCEMENT

Section 11.01 *Strict Compliance Required.* Each Owner and each Owner's tenants, by acquisition of any right, title or interest in any Lot, covenant and agree to be bound by and strictly comply with all restrictions, covenants, conditions and easements set forth in this Declaration and all other Governing Documents as same may from time to time or at any time be hereinafter amended. The foregoing provisions shall apply irrespective of whether or not any such Governing Documents are filed in Harris County Real Property Records or any other public records except as otherwise expressly required by this Declaration.

Section 11.02 *Enforcement General.* The Association, its successors and assigns, and any Owner shall the right to enforce observance and performance of all restrictions, covenants, conditions and easements set forth in this Declaration and in other Governing Documents, and in order to prevent a breach thereof or to enforce the observance or performance thereof shall have the right, in addition to all legal remedies, to an injunction either prohibitive or mandatory. Failure of the Association or any Owner to enforce any of the provisions of this Declaration of any other Governing Documents shall in no event be deemed a waiver of the right to do so thereafter (including without limitation as to the same or similar violation whether occurring prior or subsequent thereto). No liability shall attach to, the Association, or its officer, Directors, agents, employees or committee members, for failure to enforce the provisions of this Declaration or any other Governing Documents.

Section 11.03 *Obligation for Payment of Costs and Expenses Resulting from Violations.* Each Owner and tenant of an Owner found to have committed, or who is responsible for, a violations of any of the provisions of this Declaration or any other Governing Documents, shall be jointly and severally liable for payment to the Association, for and to indemnify the Association and to hold and save it harmless from, any and all claims, liabilities, damages, loss, costs and expenses of whatsoever kind, including reasonably attorney's fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, incurred or attributable to any such violation(s), and shall pay over to the Association all sums of money which the Association or its representatives shall pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). All such sums shall be assessed as a specific assessment and shall be secured by the continuing lien established by **Article V** hereof. All such sums shall be due and payable upon demand by the Association or its representative upon presentment of a written statement setting forth the Association's payment or liability to pay such sum without the necessity of any other or further notice of any act, fact or information concerning the Association's rights or such Owner's or tenant's liabilities under this Section.

Section 11.04 *Cumulative Rights and Remedies.* Each right and remedy set forth herein shall be separate, distinct and non-exclusive, and all shall be deemed cumulative. The pursuit of any right or remedy provided for herein or by law or the failure to exercise that particular right or remedy shall not be construed as a waiver of such right or remedy or any other right or remedy.

ARTICLE XII

GENERAL PROVISIONS

Section 12.01 *Notices to Association, ARC and Owners.* Unless otherwise expressly provided herein, all notices or other communications permitted or required under this Declaration shall be in writing and shall be deemed properly given if but only if given in accordance with the following:

(a) **Notices to Association or ARC.** All notices or other communications to the Association or ARC shall be given by (i) personal delivery acknowledged in writing, or (ii) certified or registered mail, return receipt requested, and by deposit in the United States mail, postage prepaid and addressed, to any member of the Board or ARC, to the Association's registered agent, or to the Association's managing agent, if any, as from time to time designated by the Board, such notice or other communications to be deemed given only upon receipt of same by the member of the Board or ARC or registered agent or Managing Agent, as the case may be.

(b) **Notice to Owners.** All notices or other communications to any Owner shall be deemed given upon personal delivery to or when deposited in the United States mail, postage prepaid and addressed to, the street address of the Owner's Lot located within the Subdivision, or to the most current street address given by an Owner for purposes of notice as provided in **Section 12.01(c)**. Where more than one (1) Person is the Owner of a single Lot, the mailing of any notices or other communications as aforesaid to any single Owner shall constitute notice given to all such Owners.

(c) **Owner's Notice of Address Other Than Lot Address Required.** Any Owner may request any notices required or permitted hereby be mailed to an address other than such Owner's Lot address by giving written and dated notice of the alternate address to the Association in the manner provided in **Section 12.01(a)**; provided, such request shall be mailed only by certified or registered mail, return receipt requested. Any such request shall be conclusively deemed not to have been received unless the Owner produces the original or copy of the properly signed and dated return receipt request. In the event of conflict in such requests by a single Owner or multiple Owners, the request last received shall control.

(d) **Other Governing Documents.** The foregoing provisions of this **Section 12.01** shall also apply to notices or other communications permitted or required by the Governing Documents other than this Declaration except as otherwise expressly provided in such other Governing Documents, and provided that notice given in accordance herewith shall be sufficient regardless of contrary provisions in other Governing Documents.

Section 12.02 Term. Subject to the provisions of **Section 12.03**, these covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, executors and administrators, predecessors, successors and assigns, and all Persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded in the Real Property Records of Harris County, Texas, after which time said covenants, conditions, restrictions, reservations, easements, liens and charges shall be automatically extended for successive periods of ten (10) years each.

Section 12.03 Amendment.

(a) **By Owners.** Except as otherwise expressly herein provided, the Owners of sixty-seven percent (67%) of the Lots (based upon one vote per Lot) shall always have the power and authority to amend this Declaration, in whole or in part, at any time and from time to time. Any such amendment shall become effective upon the date an instrument of amendment covering same is filed for record in the Real Property Records of Harris County, Texas. The terms *amend*, *amendment* or substantial equivalent shall mean and refer to any change, modification, revision, or termination of any provisions of this Declaration or other Governing Documents.

(b) **By Association.** The Association, by vote of the Board of Directors, shall have the right in its sole good faith judgment, from time to time and at any time, to

amend this Declaration without joinder of any Owner or any Person, effective upon recordation of an instrument of amendment in the Real Property Records of Harris County, Texas, solely for the purposes:

- (i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors or omissions herein; or
- (ii) to conform this Declaration to the requirements of any lending institution; provided, the Board shall have no obligation whatsoever to amend this Declaration in accordance with any such lending institution requirements, and the Board shall not so amend this Declaration if in the sole good faith opinion of the Board any substantive and substantial rights of Owners would be adversely affected thereby; or
- (iii) to conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Agency, Veterans Administration or Federal Housing Administration, and in this respect the Board shall so amend this Declaration to the extent required by law upon receipt of written request and notice of such requirements.

(c) **Method for Approval of Amendment by Owners.** The Owner's approval of any amendment of this Declaration as provided by this Section may be obtained either (i) by the written execution of the amending instrument or written consent thereto, or (ii) by affirmative vote by written ballot, in person or by proxy, at a special meeting called for consideration of any such amendment, with the minutes of such meeting reflecting the outcome of such vote. The certification of the Association's Secretary as to compliance with all prerequisites for amendment set forth in any instrument filed in the Real Property Records of Harris County, Texas evidencing any such amendment shall be final and conclusive.

Section 12.04 Managing Agent. The Board shall have the authority, from time to time and at any time, to retain, hire, employ or contract with any one (1) or more Persons to provide management services to the Association as the Board may specify (any such Person herein referred to as *Managing Agent*). Any Managing Agent shall be retained, hired, employed or contracted for on such terms and conditions as the Board in its sole good faith judgment may determine; provided, the Board shall retain the right in all cases as to any Managing Agent to remove the Managing Agent, with or without cause, upon not more than sixty (60) day notice.

Section 12.05 Conflicts in Governing Documents. In the event of any conflict in the Governing Documents which cannot be reasonably reconciled after application of rules of interpretation as provided herein or by law, this Declaration shall control over any other Governing Documents, and all other Governing Documents shall control in the following order of priority: (i) Articles of Incorporation; (ii) Bylaws; (iii) Rules and Regulations; (iv) Board and Member resolutions; and (vi) all others.

Section 12.06 Interpretation. The provisions hereof are to be liberally construed to give full effect to their intent and purposes. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration and the scheme of development thereunder shall govern. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. In particular and without limitation, the division of use restrictions under **Article**

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VII hereof and architectural restrictions under **Article VIII** hereof are for convenience of reference, it being the intent that all of such provisions be given full effect in an integrated manner in light of the general purposes and objectives of this Declaration and the scheme of development accomplished thereby. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to both genders.

Section 12.07 Severability. Wherever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person, particular circumstance or property shall be prohibited or held invalid, such prohibition or invalidity shall not extend beyond such Person, particular circumstance or property and shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 12.08 Effective Date. This Amended and Restated Declaration shall be effective from and after the date of filing of same in the Real Property Records of Harris County, Texas. This Amended and Restated Declaration will not be filed in the Real Property Records of Harris County, Texas, until and unless same is approved by the requisite percentage of owners and the Amended and Restated Bylaws is formally approved by a vote of the Owners at a duly constituted meeting of the Association called for such purpose.

Section 12.09 Approval; Execution. This Amended and Restated Declaration (referred to as the "Declaration" herein), has been adopted, approved, and agreed upon by the undersigned Owners of Lots, same being in the aggregate more than a majority of the property owners in the Subdivision, as evidenced by such Owner's signature as reflected in the signature page(s) attached hereto.

Signature page(s) shall be attached to one or more counterparts of this Amended and Restated Declaration for the purpose of recording this Amended and Restated Declaration in the Real Property Records of Harris County, Texas. Each Owner, by his/her/their/its signature on such signature page, has and does authorize the President, Vice-President, or Secretary of the Sagetown Property Owners Association, Inc., a Texas non-profit corporation, to certify that such executed Signature Page is a true and correct copy of the original of same for all purposes.

This instrument may be executed in multiple counterparts, and the aggregate of all such counterparts whether combined and recorded as one document or recorded in multiple documents shall constitute one original.

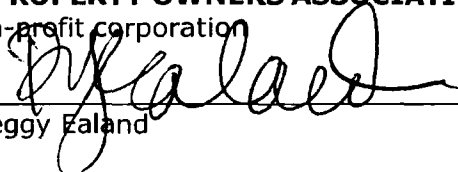
RP-2024-124933

CERTIFICATE AS TO ATTACHED SIGNATURE PAGES

The undersigned, being the duly elected, qualified, and acting Secretary of Sagetown Property Owners Association, Inc., a Texas non-profit corporation, does hereby certify that the signature pages attached hereto are true and correct copies of the originals of such signature pages for all purposes.

Dated this 8 day of April, 2024

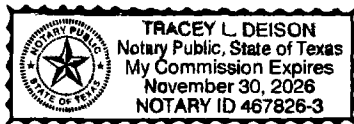
SAGETOWN PROPERTY OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: 
Peggy Ealand

Its: Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 8th day of April, 2024, by Peggy Ealand, Secretary of **SAGETOWN PROPERTY OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation.




Notary Public - State of Texas

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023"(the "Proposed Amendment"), and agrees and directs that that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.

Further, the undersigned Member of the Association, by his/her/its signature below, hereby indicates his/her/its vote as to the adoption of the Amended and Restated Bylaws, which are attached as an exhibit to the Proposed Amendment, reflecting a date, for identification purposes, "December 26, 2023"; and hereby grants an irrevocable proxy to the President of the Association, to cast the vote of the undersigned as to the adoption of the Amended and Restated Bylaws in the manner shown below, at any duly called meeting of the Association where a vote on the adoption of the Amended and Restated Bylaws is held if the Member is not present.

As to the Proposed Amendment, which includes, as an exhibit, the Amended and Restated Bylaws (both bearing a date, for identification purposes, of "December 26, 2023", the undersigned indicates his/her/it's vote, "for" or "against", such Proposed Amendment, as follows:

FOR: _____ AGAINST: _____

2020 Newwalk
LOT (BY ADDRESS)

Beth Wolff
OWNER SIGNATURE
BETH WOLFF
PRINTED NAME

1/31/24
DATE

OWNER SIGNATURE

DATE

PRINTED NAME

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023"(the "Proposed Amendment"), and agrees and directs that that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.

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As to the "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION", which includes, as an exhibit, the Amended and Restated Bylaws (both bearing a date, for identification purposes, of "December 26, 2023", the undersigned indicates his/her/it's vote, "for" or "against", such Proposed Amendment, as follows:

FOR: yes AGAINST: _____

2114 Canongate
LOT (BY ADDRESS)

Elizabeth L Jackson 1-2-24
OWNER SIGNATURE DATE

ELIZABETH L JACKSON
PRINTED NAME

OWNER SIGNATURE DATE

PRINTED NAME

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE


The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023"(the "Proposed Amendment"), and agrees and directs that that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.

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As to the Proposed Amendment, which includes, as an exhibit, the Amended and Restated Bylaws (both bearing a date, for identification purposes, of "December 26, 2023", the undersigned indicates his/her/it's vote, "for" or "against", such Proposed Amendment, as follows:

FOR: ✓ AGAINST: _____

2010 Stonewalk Dr
LOT (BY ADDRESS)


OWNER SIGNATURE

1.4.24
DATE

PEGGY Y. EILAND
PRINTED NAME


OWNER SIGNATURE

1/4/24
DATE

FREDERICK A. EILAND
PRINTED NAME

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023"(the "Proposed Amendment"), and agrees and directs that that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.

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As to the Proposed Amendment, which includes, as an exhibit, the Amended and Restated Bylaws (both bearing a date, for identification purposes, of "December 26, 2023", the undersigned indicates his/her/it's vote, "for" or "against", such Proposed Amendment, as follows:

FOR: X AGAINST: _____

5006 Carnegie Dr.
LOT (BY ADDRESS)

Beth Muecke
OWNER SIGNATURE

01/06/2024
DATE

BETH MUECKE
PRINTED NAME

OWNER SIGNATURE

DATE

PRINTED NAME

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023"(the "Proposed Amendment"), and agrees and directs that that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.

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As to the Proposed Amendment, which includes, as an exhibit, the Amended and Restated Bylaws (both bearing a date, for identification purposes, of "December 26, 2023", the undersigned indicates his/her/it's vote, "for" or "against", such Proposed Amendment, as follows:

FOR: _____ AGAINST: _____

Lot 24 Block 1
LOT (BY ADDRESS)

[Signature]
OWNER SIGNATURE

1/6/2024
DATE

ELLIOTT M BOSSIN
PRINTED NAME

OWNER SIGNATURE

DATE

PRINTED NAME

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023"(the "Proposed Amendment"), and agrees and directs that that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.

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As to the "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION", which includes, as an exhibit, the Amended and Restated Bylaws (both bearing a date, for identification purposes, of "December 26, 2023", the undersigned indicates his/her/it's vote, "for" or "against", such Proposed Amendment, as follows:

FOR: X AGAINST:

2102 CANONGATE DR
LOT (BY ADDRESS)

[Signature]
OWNER SIGNATURE

01/08/2024
DATE

B. NORNEAU
PRINTED NAME

[Signature]
OWNER SIGNATURE

01/08
DATE

D. CHAMPAGNE
PRINTED NAME

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023"(the "Proposed Amendment"), and agrees and directs that that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.

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As to the Proposed Amendment, which includes, as an exhibit, the Amended and Restated Bylaws (both bearing a date, for identification purposes, of "December 26, 2023", the undersigned indicates his/her/its vote, "for" or "against", such Proposed Amendment, as follows:

FOR: X AGAINST: _____

2011 CANTON GATE
LOT (BY ADDRESS)

Bonnie J. Ford
OWNER SIGNATURE

1-9-2024
DATE

BONNIE J. FORD
PRINTED NAME

OWNER SIGNATURE

DATE

PRINTED NAME

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023" (the "Proposed Amendment"), and agrees and directs that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.

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As to the Proposed Amendment (which includes, as an exhibit, the Amended and Restated Bylaws), the undersigned indicates his/her/its vote, "for" or "against", such Proposed Amendment, as follows:

FOR: ✓ AGAINST: _____

OWNER

LOT (BY ADDRESS)

Susy A. de Banck
Signed Name

2015 Stonewalk Dr

Susana Maria Angulo de Banck
Printed Name

Date: 01/09/2024

OWNER

[Signature]
Signed Name

Luís Banck
Printed Name

Date: 01/09/2024

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

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As to the Proposed Amendment, which includes, as an exhibit, the Amended and Restated Bylaws (both bearing a date, for identification purposes, of "December 26, 2023", the undersigned indicates his/her/its vote, "for" or "against", such Proposed Amendment, as follows:

FOR: ✓ AGAINST: _____

2019 Stonewalk Dr.
LOT (BY ADDRESS)

Elizabeth Lindsey Walker
OWNER SIGNATURE
ELIZABETH LINDSEY WALKER
PRINTED NAME

January 15, 2024
DATE

OWNER SIGNATURE

DATE

PRINTED NAME

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023"(the "Proposed Amendment"), and agrees and directs that that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.

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FOR: X AGAINST: _____

2115 Canongate Drive
LOT (BY ADDRESS)


OWNER SIGNATURE

1/23/24
DATE

Deborah Barrash
PRINTED NAME

OWNER SIGNATURE

DATE

PRINTED NAME

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023"(the "Proposed Amendment"), and agrees and directs that that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.

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FOR: X AGAINST:

2014 Starwalk
LOT (BY ADDRESS)

Chris Noble
OWNER SIGNATURE
Chris Noble
PRINTED NAME

1-24-24
DATE

OWNER SIGNATURE

PRINTED NAME

DATE

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023"(the "Proposed Amendment"), and agrees and directs that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.


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FOR: X AGAINST: _____

2003 Canongate drive, Houston, TX 77056

LOT (BY ADDRESS)


OWNER SIGNATURE

01/24/2024
DATE

Thais McComb
PRINTED NAME

OWNER SIGNATURE

DATE

PRINTED NAME

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

The undersigned Member of Sagetown Property Owners Association, Inc. (the "Association"), and owner of a Lot within the Sagetown Subdivision, owning the Lot having the address shown next to such Member's name below, hereby indicates his/her/its vote as to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION" reflecting the date, for identification purposes, "December 26, 2023"(the "Proposed Amendment"), and agrees and directs that that a true and correct copy of this Signature Page may be attached to one or more counterparts of the original of such Proposed Amendment for the purpose of recording the Proposed Amendment in the Real Property Records of Harris County, Texas; and authorizes the President, Vice-President, or Secretary of the Association, to certify that this executed Signature Page is a true and correct copy of the original of same for all purposes.

Further, the undersigned Member of the Association, by his/her/its signature below, hereby indicates his/her/its vote as to the adoption of the Amended and Restated Bylaws, which are attached as an exhibit to the Proposed Amendment, reflecting the date, for identification purposes, "December 26, 2023"; and hereby grants an irrevocable proxy to the President of the Association, to cast the vote of the undersigned as to the adoption of the Amended and Restated Bylaws in the manner shown below, at any duly called meeting of the Association where a vote on the adoption of the Amended and Restated Bylaws is held and the Member is not present.

As to the "AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAGETOWN SUBDIVISION", which includes, as an exhibit, the Amended and Restated Bylaws (both bearing a date, for identification purposes, of "December 26, 2023", the undersigned indicates his/her/it's vote, "for" or "against", such Proposed Amendment, as follows:

FOR: AGAINST:

2002 Stonewalk Drive - Block 1 Lot 33
LOT (BY ADDRESS)

Steven A. Scamardo
OWNER SIGNATURE

01/24/2024
DATE

Steven A. Scamardo
PRINTED NAME

OWNER SIGNATURE

DATE

PRINTED NAME

RP-2024-124933

INDIVIDUAL SIGNATURE PAGE

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FOR: X AGAINST: _____

2114 Stonewalk Dr., Houston, Texas 77056
LOT (BY ADDRESS)

[Signature]
OWNER SIGNATURE

29 January 2024
DATE

Christopher Tibbs
PRINTED NAME

[Signature]
OWNER SIGNATURE

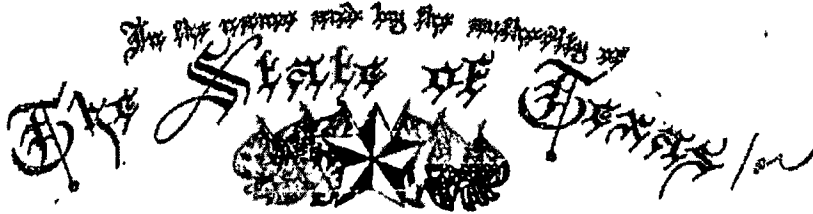
Jan 29, 2024
DATE

Min Tibbs
PRINTED NAME

RP-2024-124933

EXHIBIT "A"
ARTICLES OF INCORPORATION

RP-2024-124933



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

39
A

SAGETOWN PROPERTY OWNERS ASSOCIATION, INC. *Lee*
CHARTER NO. 241038

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated NOV. 13, 1967

John L. Rice
Secretary of State



FILE FOR RECORD
8:00AM

DEC 8 1 1967

Thomas J. ...
County Clerk, Harris County, Texas

RP-2024-124933

ARTICLES OF INCORPORATION

OF

SAGETOWN PROPERTY OWNERS ASSOCIATION, INC.

Filed in the Office of the
Secretary of State of Texas
This 13th day of August, 1962
Dallas, Texas

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two (2) of whom are citizens of the State of Texas, acting herein as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is SAGETOWN PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are: To engage in, support, sponsor and promote activities for the betterment of SAGETOWN (a subdivision in the City of Houston, Harris County, Texas, according to the map or plat thereof recorded in Volume 102, Page 34 of the Map Records of Harris County, Texas) as a residential area; to engage in, support, sponsor and promote health, safety and beautification campaigns and activities within the aforesaid subdivision for the common benefit of the residents and property owners therein; to perform and carry out the duties and exercise the powers of the property owners association mentioned in the recorded restrictions applicable to such subdivision; to demand, collect, receive, administer, disburse and expend the maintenance charges applicable to this subdivision for the common good and benefit of the residents and property owners therein; and through its officers, committees or other designated representative to exercise the powers and perform and carry out the duties of the architectural control committee provided for in the recorded restrictions applicable to this

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subdivision; and further to provide or cause to be provided such services and information as well as encouraging and doing such things as will or may reasonably be expected to effectuate or promote any of the aforesaid purposes and objects.

ARTICLE FIVE

Each and every person, firm, corporation or other entity capable of holding title to real estate, who may now or hereafter own any lot or building site, whether improved or unimproved, in said subdivision known as EAGETOWN shall be a member of the corporation, provided that his or its membership is established and maintained in accordance with the By-laws of the corporation which shall govern the establishment and maintenance of membership.

ARTICLE SIX

The street address of the initial registered office of the corporation is 2114 Canongate Drive, Houston, Texas 77027, and the name of its initial registered agent at such address is MRS. THADE M. ADAM.

ARTICLE SEVEN

The number of directors of the corporation shall be not less than three (3). Subject to such limitation, the number of directors shall be fixed by the by-laws of the corporation, except as to the number of the initial Board of Directors which number shall be as below set out. The number of directors may be increased or decreased from time to time by amendment to the by-laws, subject to the above limitation. No decrease in number shall have the effect of shortening the term of any incumbent director. In the absence of a by-law fixing the number of directors, the number of directors shall be three (3).

The number of directors constituting the initial Board of Directors of the corporation is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

<u>NAME</u>	<u>ADDRESS</u>
<u>R. B. LEGGETT</u>	<u>2102 HICKORIALK DR, Houston, Texas.</u>
<u>THADE M. ADAM</u>	<u>2114 CANDRIATE DR, Houston, Texas.</u>
<u>THOMAS J. LANDER</u>	<u>2111 CANONGATE DR, Houston, Texas.</u>

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ARTICLE EIGHTH

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
1. <u>R. B. LEGGITT</u>	<u>2102 BUCKWALK DR. Houston, Texas.</u>
2. <u>THAS M. ADAM</u>	<u>2114 CAMDENATE DR. Houston, Texas.</u>
3. <u>THOMAS L. LANDER</u>	<u>2111 CAMDENATE DR. Houston, Texas.</u>

IN WITNESS WHEREOF, we have hereunto set our hands, this the 8th day of November, 1967.

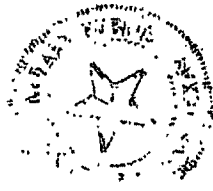
R. B. Leggett
Thas M. Adam
Thomas L. Lander
 Incorporators

STATE OF TEXAS
COUNTY OF HARRIS

I, William Lee Brown, a Notary Public in and for Harris County, Texas, hereby certify that on the 8th day of November, 1967, personally appeared before me R. B. Leggett, Thas M. Adam and Thomas L. Lander, who being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

Certified to under my hand and seal of office this the 8th day of November, 1967.

William Lee Brown
Notary Public in and for
Harris County, TEXAS



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EXHIBIT "B"

**AMENDED AND RESTATED BYLAWS
OF
SAGETOWN PROPERTY OWNERS ASSOCIATION, INC.
A Texas Non-Profit Corporation**

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EXHIBIT "B"
AMENDED AND RESTATED BYLAWS
OF
SAGETOWN PROPERTY OWNERS ASSOCIATION, INC.
A Texas Non-Profit Corporation

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**AMENDED AND RESTATED BYLAWS
OF
SAGETOWN PROPERTY OWNERS ASSOCIATION, INC.**

A Texas Non-Profit Corporation

**ARTICLE I
NAMES; OFFICES**

1.1 **Name.** The name of the corporation is Sagetown Property Owners Association, Inc., (hereinafter referred to as the "Association").

1.2 **Principal Office.** The principal office of the Association shall be 5900 Balcones Drive Suite 100, Austin, TX, 78731 The address of the principal office may be changed from time to time as shall be directed by resolution of the Board of Directors effective immediately upon the giving of notice of such change of address to all owners. The Association may also have offices at such other places as the Board of Directors may from time to time designate or as its business may require.

1.3 **Registered Office and Agent.** The Association shall have and continuously maintain in the State of Texas a registered office and a registered agent whose business office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may but need not be identical with the principal office of the Association. The registered agent and address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II
DEFINITIONS**

In addition to any other definitions where are set forth in the Declaration and these Bylaws which definitions are hereby incorporated by reference, the following terms shall have the following meanings:

2.1 **"Assessments"** shall mean and refer to any and all assessments, annual, special or specific, and any other monetary obligation owned by any Member or Owner to the Association as provided for and in accordance with the Governing Documents.

2.2 **"Architectural Review Committee" or "ARC"** shall mean the committee established pursuant to the Declaration.

2.3 **"Association"** shall mean SAGETOWN PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, and its predecessors, successors by merger, consolidation or otherwise and assigns.

2.4 **"Board" or "Board of Directors"** shall mean the Board of Directors of the Association.

2.5 **"Bylaws"** shall mean these Amended and Restated Bylaws of the Association, as from time to time amended, modified or repealed in accordance with applicable provisions of the Bylaws. These Amended and Restated Bylaws amend and restate, in its entirety, those certain Bylaws of Sagetown Property Owners Association, Inc., filed of record under Harris County Clerk's File No. 20150583537 of the Real Property Records of Harris County, Texas (the "Original Bylaws"), and any and all prior amendments to such Original Bylaws.

2.6 **"Declaration"** shall mean that certain instrument entitled "Amended and Restated Declaration of Covenants and Restrictions for Sagetown" filed, or to be filed, in the Real Property Records of Harris County, Texas, as from time to time amended, modified or repealed in accordance with applicable provisions of the Declaration.

2.7 **"Governing Documents"** shall mean all documents and applicable provisions thereof as set forth in the Declaration, these Bylaws and the Articles of Incorporation of the Association, and Rules and Regulations as defined in the Declaration, all written decisions and resolutions of the ARC and Board, and any and all lawful amendments or modifications to any of the foregoing.

2.8 **"Lot"** shall mean any of the thirty-three (33) lots described and set forth in the Declaration.

2.9 **"Member"** shall mean every Person who holds a membership in the Association. Every Member not a natural person shall designate a representative of such entity who is a natural person as provided in these Bylaws.

2.10 **"Owner"** shall mean the owner, whether one or more Persons, of the fee simple record title to a Lot, including any mortgagee or lien holder who acquires such ownership through judicial or non-judicial foreclosure or proceedings in lieu thereof, and each Person who is otherwise deemed a Member of the Association as provided in **Section 3.1(a)** hereof, but excluding any Person holding a lien or other encumbrance, easement, mineral interest or royalty interest burdening title or otherwise having an interest merely as security for the performance of an obligation.

2.11 **"Person"** shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other entity.

2.12 **"Property"** shall mean the Property subject to the Declaration as described in the Declaration.

2.13 **"Subdivision"** means Sagetown, a residential subdivision in Harris County, Texas, as more particularly described in the Declaration, and any other real property subjected to the Declaration as thereof provided from time to time.

ARTICLE III MEMBERSHIP; VOTING RIGHTS

3.1 Membership

(a) **Owners as Members.** Every Person who is the record title owner of a fee simple title or undivided fee simple title interest in any Lot that is subject to the Declaration shall be deemed to have a membership in the Association. The Association shall be entitled to rely on the Real Property Records of Harris County, Texas in determining the owner(s) of each Lot (the "Record Owner"). If the actual owner(s) of any Lot is different than the Record Owner then the actual Owner(s) and the Record Owner shall be jointly and severally liable for full compliance with, and performance of all obligations established by, the Governing Documents through the date of recordation of proof of any change of ownership from that reflected by the Real Property Records of Harris County, Texas. The foregoing is not intended to include Persons who hold an interest merely as security for performance of an obligation, and the giving of a security interest shall not terminate any Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot; and shall automatically pass with the title to the Lot.

(b) **When Member Required to Designate Representative; Effect.** Each Member not a natural person shall be required to designate one (1) natural person to act on such Member's behalf as herein provided. The designation shall be by written and dated notice stating (i) the name and contact address and telephone number of the designated representative, and (ii) the effective date of such designation which effective date shall be midnight of the date stated in the notice or midnight of the date of receipt of the notice by the Association, whichever is later. The Association shall not be required to recognize any person as being authorized to represent or act on behalf of any Member which is not a natural person until such designation has been received by the Association. A designation as aforesaid shall fully authorize the designated representative to bind the designating entity as to all matters, decisions and actions of the designated representative whether or not such authority is expressly stated in the written designation; provided, the Board may require any designated representative to show authority to act in such manner as the Board may reasonably require. Any designated representative may be changed from time to time in the same manner as required for original designation. In the event of conflict between designations, the most currently dated designation shall control. Any such representative may serve as a Director as provided in **Section 5.2** hereof.

3.2 Voting Rights of Members.

(a) **One Class of Members.** There shall be only one (1) class of voting membership. All Members shall be Class A Members shall be entitled to one (1) vote for each Lot owned on each matter coming before the members unless their voting rights have been suspended as herein provided.

(b) **Multiple Owners.** When more than one Person holds an ownership interest in a Lot, all such Persons shall be Members, but in no event shall they be entitled to more than one (1) vote with respect to each particular Lot owned. The single vote of such joint Owners shall be case in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners shall be permitted to vote as to any such matter upon which a majority decision cannot be reached. Any individual Owner from among such joint Owners shall be conclusively presumed to be acting in accordance with the decision of the majority in voting either in person or by proxy unless another joint Owner is voting to the contrary in person or by proxy.

3.3 Cumulative Voting Prohibited. Cumulative voting shall not be permitted as to any matter placed before the membership for a vote, including election of Directors.

3.4 Voting Procedures. Voting on any matter brought before the membership shall be conducted in accordance with the following:

(a) **Right to and Manner of Vote.** At all meetings of Members, the voting rights of an Owner may be cast or given: (i) in person or by proxy at a meeting of the Association; (ii) by absentee ballot in accordance with Section 209.00592 of the Texas Property Code; or (iii) by electronic ballot in accordance with Section 209.00592 of the Texas Property Code. Voting by proxy shall be deemed voting in person for all purposes. As to election of Directors, the Board of Directors may also authorize and adopt procedures whereby Members may cast a ballot vote by mail, by facsimile transmission or by any combination of the two (herein referred to as the "Mail-In Ballot"). Voting as to election of Directors by Mail-In Ballot shall be deemed voting in person only as to the election.

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(b) **Form of Proxy or Ballot; Voting Procedures.**

(i) All proxies or ballots (including Mail-In Ballots) shall be in writing dated and signed by the Member giving or casting same; and shall set forth the printed name(s) of the Member(s) and the address(es) of each Lot as to which voting rights are being exercised.

(ii) As to (i) election of Directors by Members, (ii) amendment, modification or repeal of any Governing Documents when a vote of the Members as to same is required, (iii) merger, consolidation or dissolution of the Association, (iv) sale, lease or exchange of all, or substantially all, the property and assets of the Association, and (v) any other matters as from time to time determined by the Board of Directors, members shall be required to vote by proxy, ballot or mail-in ballot.

(iii) Proxies and Mail-In Ballots must receive by the Association by the date of the meeting to which same pertains, or such earlier date certain as stated therein which date certain shall not be more than three (3) business days prior to the meeting. That date shall be automatically extended in the case of adjournment of the meeting to which same applies to the last business day prior to the date of the adjourned meeting.

(iv) When acting pursuant to a proxy, each proxy holder shall sign and date the original proxy or a copy thereof and any ballot cast pursuant thereto.

(v) A proxy or ballot (including a Mail-In Ballot) shall only be valid for the meeting to which same pertain or subsequent adjourned meetings thereof provided the adjourned meetings are held within ninety (90) days of the date of the original meeting.

(vi) Any proxy, ballot, or Mail-In Ballot which is not in writing and not signed by the Member giving or casting same shall be invalid. Any undated proxy, ballot or Mail-In Ballot shall be dated as of the date received by the Association or as of the date of the meeting to which same pertains. The validity of any proxy or ballot (including a Mail-In Ballot) due to any other defect in form shall be determined by the Vote Tabulators or counsel to the Association whose good faith decisions thereon shall be final.

(c) **Revocation of Proxy or Mail-In Ballot.** All proxies and Mail-In Ballots shall be revocable unless and only to the extent otherwise expressly provided therein until the call for voting upon the matter to which same pertain; provided once delivered to the custody of the Association, no proxy or Mail-in Ballot shall be revoked except in writing, either by printing "revoked" on same and signing and dating such notation, or by separate instrument which specifically identifies the proxy or Mail-In Ballot to be revoked and which is dated and signed; and any such revocation shall be effective only if actually received by the Association prior to call for voting upon the matter to which the revocation pertains.

(d) **Voice or Show Votes.** Except as provided in **Section 3.4(b)(ii)** or as otherwise required by the Declaration or law, the Members (or their proxy holders) may vote on any matters by voice, by rising or by show of hands as the Chairperson of the meeting shall direct.

3.5 Verification and Tabulation of Voting Results. Verification, tabulation of, and access to Ballots shall be in accordance with the provisions of Section 209.00594 of the Texas Property Code and any amendments or re-codifications thereof.

**ARTICLE IV
MEETINGS OF MEMBERS**

4.1 **Annual Meetings.** The annual meeting of the Members of the Association shall be held in January or February each year. The date, time, and place of such Annual Meetings shall be determined by the Board of Directors.

4.2 **Special Meetings.** Special meetings of the Members may be called at any time by the President, or by the majority of the Board of Directors, or by written petition signed by Members representing not less than seven (7) of the thirty-three (33) Lots (on the basis of one "vote" per Lot).

4.3 **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or such other person authorized to call the meeting, not less than ten (10) nor more than sixty (60) days before such meeting to each Member according to the records of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes of the meeting.

4.4 **Quorum.** The presence, in person or by proxy and whether or not in good standing, at any meeting of Members representing at least seventeen (17) of the thirty-three (33) Lots in the Subdivision (on the basis of one "vote" per Lot) shall constitute a quorum for any action except as otherwise required by law, the Articles of Incorporation, the Declaration or these Bylaws. If a quorum shall not be present or represented at any meeting, the Chairperson of the meeting shall have power to adjourn the meeting from time to time without any further notice other than announcement at the meeting, until a quorum as aforesaid shall be present and/or represented; provided, the adjourned meeting or meetings shall be held within ninety (90) days of the date of the original meeting. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally called.

4.5 **Majority Vote.** The vote, in person or by proxy, of a majority of the votes entitled to be cast at a meeting at which at least a quorum is presented or represented shall be the act of the Member's meeting except as otherwise provided or required by law, the Articles of Incorporation, the Declaration, or these Bylaws. Any such act of a Member meeting shall be binding upon all Owners.

**ARTICLE V
BOARD OF DIRECTORS**

5.1 **Composition.** The affairs of the Association shall be managed by a Board of six (6) Directors.

As of the date of the adoption of these Amended and Restated Bylaws, the following individuals serve as Directors:

- Bernard Morneau (term expires at the 2025 Annual Meeting)
- Elliott Bossin (term expires at the 2024 Annual Meeting)
- Peggy Ealand (term expires at the 2024 Annual Meeting)
- Marco Souza (term expires at the 2025 Annual Meeting)
- Sally Lacey (term expires at the 2025 Annual Meeting)
- Vacant position (term was expired as of the 2024 Annual Meeting)

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The number of Directors may be increased or decreased from time to time by amendment of these Bylaws, provided the Board shall at all times have not less than three (3) Directors. Unless otherwise expressly required by law or other applicable provision of the Governing Documents, the Board of Directors shall exercise and have all rights, powers, authority and responsibilities of the Association.

5.2 **Qualifications.** All person(s) seeking election as a Director and are serving as a Director shall be Member(s) of the Association. A designated representative appointed as provided in **Section 3.1(b)** hereof may hold a directorship.

5.3 **Term of Office.** The Directors named in Section 5.1 hereof shall serve for two (2) year terms from the date of their election. These Amended and Restated Bylaws have been adopted at the 2024 annual meeting. Beginning with the 2024 annual meeting and thereafter, at the successive annual meetings of Owners, the Owners shall elect Director(s) to serve a term of two (2) years to fill the position of the Director(s) whose term or terms has/have expired at the time of the annual meeting. At the successive annual meetings of Owners, elections of Directors shall be based on a plurality of votes, those candidates receiving the highest number of votes shall be deemed elected to the positions then open for election. A Director takes office upon the adjournment of the meeting or balloting at which he or she is duly elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is duly elected or appointed.,

5.4 **Nomination; Election.** Nominations for election to the Board of Directors shall be made by the Board of Directors which nominees shall be listed in or included with the notice of each annual meeting. Nominations may also be made from the floor at each annual meeting. Election to the Board of Directors shall be by ballot or proxy. At each election the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

5.5 **Alternate Election Procedures.** Notwithstanding anything to the contrary in these Bylaws, the following provision shall be applicable in the event that there is not a quorum at any annual meeting of the Association where an election of Director(s) was to occur.

- (a) If a quorum was not present, in person or by proxy, at the annual meeting of the Association, then the following alternate election procedure shall be followed. Within five (5) business days after the date of the called annual meeting, the Association shall mail a notice to all the members of the Association advising that an election will be held by mail-out ballots.
- (b) The notice shall state that any member interested in being placed on the mail-out ballot as a candidate must contact the Association or the Association's managing agent in writing within ten (10) days from the date of the notice and request to be placed on the mail-out ballot as a candidate. Upon the expiration of the ten (10) days, nominations of candidates shall be deemed closed, and no additional candidates shall be eligible for consideration.
- (c) Within five (5) business days after the nominations have been closed, the Association shall prepare and mail the mail-out ballots to the members. The members shall be required to return the completed mail-out ballots by the specific date and time as specified on the mail-out ballot which shall not be more than thirty (30) days from the date the mail-out ballots were mailed.
- (d) After the stated deadline has passed, the Association or its managing agent shall tabulate the mail-out ballots, and the candidate or candidates receiving the highest number of votes shall be elected to fill the available positions on the Board of

Directors.

5.6 Vacancies on Board of Directors.

(a) **Designation, Death, or Incapacity.** In the case of resignation, death, or incapacity to serve of any Director, the vacancy shall be filled by the appointment, by affirmative vote of a majority of the remaining Directors then in office though less than a quorum of the entire Board, and any Directors so appointed shall hold office for the remainder of the unexpired term or until their successors are elected and have qualified.

(b) **Removal.** Any Director may be removed, either for or without cause, at any special meeting of Members by affirmative vote of Members representing twenty (20) of the Lots voting in person or by proxy (on the basis of one vote per Lot). The notice calling such meeting shall give notice of the intention to act upon such matter. If the notice so provides, the vacancy caused by such removal may be filled at such meeting by a majority vote of the Members voting in person or by proxy. For cause, a Director may be removed at any special meeting of Directors by the affirmative vote of a majority of the remaining Directors. Without regard to the foregoing, any Director who is absent from three (3) consecutive meetings of the Board or who is absent from three (3) meetings of the Board during any one (1) year may be removed by the affirmative vote of a majority of the remaining Directors. Unless otherwise provided in the notice of a meeting to remove a Director, vacancies caused by removal shall be filled as provided in Section 5.6(b).

5.7 Compensation. No Director shall receive compensation for any services rendered to the Association in his or her capacity as a Director; provided, however, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties; and provided further, any Director may serve the Association in any other capacity as an agent or employee or otherwise and receive compensation therefore.

5.8 Powers and Duties of the Board of Directors. The Board of Directors shall exercise for the Association all powers, duties and authority vested in or delegated to this Association as set forth and authorized by Section 204.010(a) of the Texas Property Code, and all powers enumerated in these Bylaws, the Articles of Incorporation, or the Declaration which are not otherwise expressly reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration. It shall also be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the Members at each annual meeting of the Members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) to fix the amount of regular or annual assessments, and to take such actions as it deems appropriate to collect all assessments due to the Association, regular, special or specific, and to enforce the liens given to secure payment thereof, all as more particularly described in the Declaration.

(d) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association, including insurance coverage required by the Declaration;

(e) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(f) in general, to manage, operating and maintain the Subdivision in accordance with and to enforce the provisions of all Governing Documents.

5.9 **Settlement of Claims.** The Board of Directors is specifically authorized to compromise and settle any and all claims, demands, liabilities and causes of action whatsoever held by or asserted against the Association in a maximum amount not to exceed ten percent (10%) of the then fiscal year operating budget of the Association, upon such terms and conditions as the Board may determine, and the good faith decisions of the Board as to any of the foregoing shall be final and conclusive. Any monetary settlement in excess of such maximum amount shall require the assent of a majority of the Members of the Association.

ARTICLE VI MEETING OF DIRECTORS

6.1 **Place of Meeting.** Meeting of the Board of Directors shall be held within Harris County, Texas, at such place as is specified by the officer or Directors calling a meeting. In the absence of specific designation, the meeting shall be held at the principal office of the Association. A Board meeting may be held by electronic or telephonic means provided that (a) each Board member may hear and be heard by every other Board Member; (b) except for any portion of the meeting conducted in executive session: (i) all Members of the Association in attendance at the meeting may hear all Board members; and (ii) Members of the Association are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Board member to participate; and (c) the notice of the meeting includes instructions for owners to access any communication method required to be accessible under (b)(ii) above.

6.2 **Annual Organizational Meeting.** Within thirty (30) days after each annual meeting of Members, the Board of Directors shall hold an annual organizational meeting at such time and place as shall be agreed upon by a majority of the Directors for the purposes of (i) electing all officers of the Association, (ii) electing all Chairpersons of any Advisory Committees of the Association, (iii) electing Chairpersons and all Vice Chairpersons of all Executive Committees; and (iv) the transaction of such other business as may be properly brought before it. No notice of such organizational meeting need be given to either old or new members of the Board of Directors.

6.3 **Regular Meetings.** Regular meetings of the Board of Directors shall be held when called by the President of the Association or by any four (4) Directors after not less than three (3) day notice of each Director, which such notice may be waived at or prior to such meeting.

6.4 **Special Meetings.** Special meetings of the Board of Directors shall be held when call by the President of the Association or by any two (2) Directors after not less than three (3) day notice of each Director, which such notice may be waived at or prior to such meeting.

6.5 **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

6.6 **Notice of Meetings.** No notice of annual organizational meetings or regular meetings need be given to any Director. Oral or written notice of all special meetings of the Board of Directors stating the place, date, time and the purpose or purposes of such special meeting shall be given or sent by mail, facsimile, or e-mail to the last known address of each

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Director at least three (3) days before the special meeting. Notice of any special meeting may be waived in writing before or after such meeting. Attendance of a Director at any meeting shall constitute a waiver of notice thereof, except where he or she attends for the announced purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Members of the Association shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter brought up for deliberation in executive session, in accordance with Section 209.0051(e) of the Texas Property Code. In addition, if the notice of the meeting must include instructions for Members of the Association to access any electronic or telephonic communication method used or expected to be used by a Board member to participate.

6.7 **Open Meetings.** Except as provided in Section 6.8 of these Bylaws, all meetings of the Board of Directors shall be open to all Members of the Association in accordance with Section 209.0051 of the Texas Property Code; provided, Members who are not on the Board may not participate in any deliberation or discussion unless: (i) such Member has filed a written request with any Director to be placed on the meeting agenda at least forty-eight (48) hours prior to the meeting stating in such request the purpose or purposes of his or her attendance, and in such case the requesting Member's participation shall be limited to the stated purpose(s); or (ii) expressly so authorized by vote of the Board.

6.8 **Executive Sessions.** The Board of Directors may adjourn a meeting and reconvene in closed executive session to review, discuss and/or vote on any communications or documents not subject to inspection of Members and other business of a confidential nature, including, without limitation, matters described in Section 209.0051(c) of the Texas Property Code. The general nature of any and all business to be considered in executive session shall first be announced in open session.

6.9 **Action(s) In Lieu Of Meeting.** Except as provided by this sub-section, the Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members of the Association, if each Board member is given reasonable opportunity to express the Board member's opinion to all other Board members and to vote. Any action taken without notice to owners under this sub-section must be summarized orally, including an explanation of any known or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to Members of the Association, consider or vote on those matters identified in Section 209.0051(h) of the Texas Property Code.

**ARTICLE VII
COMMITTEES**

7.1 **Establishment.** The Board of Directors may, by resolution adopted by a majority of the Directors in office, from time to time appoint, organize, re-organize and abolish such committees as it shall deem desirable.

**ARTICLE VIII
OFFICERS AND CHAIRPERSONS**

8.1 **Enumeration of Offices.** The Officers of this Association shall be a President, a vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. All officers must be members of the Board of Directors.

8.2 **Election; Term.** The officers of this Association shall be elected annually by and from the Board at its annual organizational meeting, and each shall hold office for one (1) year and until his or her successor is elected and qualified unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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8.3 **Resignation and Removal.** Any officer may be removed from office at any time and with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors or any member thereof, or to the President. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation by the Board of Directors shall not be necessary to make it effective.

8.4 **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

8.5 **Multiple Offices.** The same person shall not simultaneously hold the offices of President and Secretary. Any two (2) or more offices may otherwise be held by the same person.

8.6 **Chairpersons for Member and Board Meetings.** The President of the Association shall act as the Chairperson of all meetings of the Members and all meetings of the Board of Directors. In the Presidents' absence, the Chairperson shall be, in the following order if any such officer is absent, the Vice President, Treasurer or Secretary; or in the event of absence of all officers, one (1) of the remaining Directors shall be elected by majority vote of the Directors present at the Member or Board meeting to act as Chairperson.

ARTICLE IX DUTIES OF OFFICERS AND CHAIRPERSONS

9.1 **President.** The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign as President all leases, mortgages, deeds and other written instruments and shall co-sign with any other officer all checks and promissory notes which have been first approved by the Board of Directors unless the board has authorized the signature(s) by lesser officers; and, subject to advice of the Board of Directors, shall have general supervision, direction, and control of the affairs of the Association, and shall discharge such other duties as may be required by the Board of Directors.

9.2 **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

9.3 **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; file notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

9.4 **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board of Directors; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association, and report on and make the same available for inspection by Members of the Association as required by the Board, these Bylaws or the Declaration.

9.5 **Other Officers.** Such other officers as the Board of Directors shall create shall have such duties as directed or required by the Board.

9.6 **Chairpersons.** Chairpersons shall establish agendas for meetings, call to order and preside over meetings, verify quorums, call for and conduct voting and verify results thereof, resolve procedural disputes, decide who is entitled to the floor and limit the duration

thereof as to any one (1) person, establish limits on the period of time to be allowed for discussion of any given issue, motion or other matters, and in general shall supervise the orderly conduct of meetings and obtaining of correct expressions of the decisions made thereat. The Chairpersons' determinations as to any of the foregoing matters shall be final so long as made in good faith.

9.7 **Checks.** All Checks or similar drafts shall be signed by at least two (2) officers and as otherwise directed from time to time by the Board.

ARTICLE X DOCUMENT RETENTION BOOKS AND RECORDS

10.1 **Document Retention.** Consistent with the provisions of Section 209.005(m) of the TEXAS PROPERTY CODE, It shall be the policy of the Association to retain the following documents in accordance with the stated requirements.

- (a) Certificates of formation, bylaws, restrictive covenants, and all amendments to the foregoing shall be retained permanently;
- (b) Financial books and records shall be retained for at least seven (7) years;
- (c) Account records of current owners shall be retained for at least five (5) years;
- (d) Contracts with a term of one year or more shall be retained for at least four (4) years after the expiration of the contract term;
- (e) Minutes of meetings of the owners and the board shall be retained for at least seven (7) years; and
- (f) Tax returns and audit records shall be retained for at least seven (7) years.

The Association shall not be required to retain any documents not shown herein above. After the expiration of the applicable retention period, the documents are subject to removal from the Association's books and records and shall no longer be available for review or inspection.

10.2 Inspection of Books and Records.

(a) The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an owner or a person designated in writing signed by the owner as the owner's agent, attorney or certified public accountant in accordance with Section 209.005 of the Texas Property Code. An owner is entitled to obtain from the Association copies of information contained in the books and records.

(b) The files of the Association's attorney are not subject to inspection by an owner or production in a legal proceeding. However, attorney fee invoices for which the Association is seeking reimbursement from the owner may be requested by said owner in accordance with Section 209.008(d) of the Texas Property Code.

(c) The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner, an owner's personal financial information (including records of payment or non-payment of amounts due to the Association), an owner's contact information (other than the owner's address), or information related to an employee of the Association (including personnel files). Information may be

released in an aggregate or summary manner that would not identify an individual owner.

(d) The Association may release or allow inspection of any of the books and records described in Section 10.1(c) if (1) the express written approval of the owner whose records are the subject of the request for inspection is provided to the Association; or (2) a court orders the release of the books and records or orders that the books and records be made available for inspection.

(e) The Association may produce books and records in hard copy, electronic or other format reasonably available to the Association.

10.3 **Written Request and Notices.**

(a) An owner or the owner's authorized representative must submit a written request for access or information by certified mail to the mailing address of the Association or authorized representative as reflected in the most current management certificate of the Association recorded in the Official Public Records of Harris County, Texas. Such written request must contain sufficient detail describing the Association's books and records being requested. The written request must contain an election to either inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.

(1) If an owner or the owner's representative requests an inspection, the Association shall on or before the tenth (10th) business day after the date the Association receives the written request send written notice of dates during normal business hours that the owner or the owner's representative may inspect the books and records to the extent those books and records are in the possession, custody or control of the Association.

(2) If an owner or the owner's representative requests copies of the identified books and records, the Association shall, to the extent those books and records are in the possession, custody or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10th) business day after the date the Association receives the written request, except as otherwise provided in this policy.

(b) If the Association is unable to produce the books and records requested on or before the tenth (10th) business day after the date the Association receives the written request, the Association must provide to the requestor a written notice that (1) informs the requestor that the Association is unable to produce the information on or before the tenth (10th) business day after the date the Association receives the written request; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date notice under this section is given.

(c) If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours. The requesting party shall identify the books and records for the Association to copy and forward to the requesting party. The requesting party shall pay, in advance

of the inspection, the costs for labor to supervise the inspection in accordance with Section 10.3. After the inspection, the requesting party shall pay, in advance, the costs to copy and forward the identified documents in accordance with Section 10.3.

10.4 **Costs and Expenses.**

(a) The Association will charge the requesting party the costs associated with the compilation, production and reproduction of information requested pursuant to this policy. Such costs shall include all reasonable costs of materials, labor, overhead, and postage. Such costs shall be charged at an amount equal to the maximum charges allowed under the Texas Administrative Code, as same may change from time to time hereafter.

(b) An owner must pay, in advance, the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the thirtieth (30th) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the final invoice is sent to the owner, may be added to the owner's account with the Association as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund. The refund shall be issued to the owner not later than the thirtieth (30th) business day after the date the final invoice is sent to the owner. The Association shall determine estimated costs of compilation, production and reproduction based upon the amounts shown in Section 10.3(a) hereinabove.

10.5 **Amendment by Adoption of Policy(ies).** The Board of Directors may, from time to time and at any time amend the provisions of this Article X pursuant to the provisions of Section 209.005(i) and Section 209.005(m) of the Texas Property Code, by the adoption of policy(ies) governing record production and copying and Record Retention.

ARTICLE XI AMENDMENT

11.1 **By Association.** The Association by vote of the Board of Directors may amend, modify or repeal these Bylaws in the same manner and for the limited purpose provided for an amendment to the Declaration.

11.2 **By Members.** These Bylaws may be amended or otherwise modified or repealed, in whole or in part, at any annual or special meeting of the Members by the affirmative vote of Members representing twenty (20) of the thirty-three (33) Lots present, in person or by proxy, at a meeting of the Members at which a quorum is present, in person or by proxy (on the basis of one vote per Lot). Any such amendment, modification or repeal so adopted shall be binding upon all Members and all Owners.

11.3 **Notice for Amendment by Owners.** The notice for any meeting of the Members at which any amendment or other modification or repeal of these Bylaws is to be considered shall state such purpose and shall contain or be accompanied by a true and correct copy of the proposed amendment(s) or a summary statement thereof. A true and correct copy of the complete text of all adopted amendments or other modifications or repeal shall be delivered to all Members in the same manner as other notices to Members as soon as reasonably practicable after adoption.

**ARTICLE XII
MISCELLANEOUS**

12.1 **Notices.** Unless otherwise expressly provided herein, all notices or other communications permitted or required under these Bylaws shall be in writing and shall be deemed properly given if but only if given in accordance with the Declaration.

12.2 **Conflicts.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

12.3 **Interpretation.** The provisions hereof are to be liberally construed to give full effect to their intent and purposes. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. Wherever the context requires, all words in these Bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

12.4 **Severability.** Whenever possible, each provision of these Bylaws shall be interpreted in such manner as to be effective and valid, but if the application of any provisions of these Bylaws to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions hereof are declared to be severable.

12.5 **Power of Attorney.** A Person may execute any instrument related to the Association by means of a written power of attorney if an executed copy of the power of attorney is filed with the Association to be kept with the corporate records. Any such power of attorney may be revoked only by expiration of a stated term expressly set forth in the power of attorney or by filing of a written revocation with the Association, and the Association shall not be required to determine or comply with any other conditions for termination.

12.6 **Applicability of Bylaws.** All present or future Members and Owners, tenants thereof, and their respective officers, agents, employees, guests or invitees, or any other Person occupying or residing within or upon the Subdivision or any Lot or Lot shall be subject to these Bylaws. The mere acquisition, occupancy, use or rental of any Lot shall constitute acceptance and ratification of these Bylaws, and agreement to strictly comply therewith.

12.7 **Fiscal Year.** The fiscal year of the Association shall be established from time to time by the Board of Directors absent which same shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of each year.

12.8 **Effective Date.** These Bylaws shall be effective upon the filing of the Declaration in the Real Property Records of Harris County, Texas.

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Pages 78
04/09/2024 09:51 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$329.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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