

**Declaration of Restrictive Covenants of the
Tower Road Estates
Subdivision**

Basic Information

Date: 9/1/19

Declarant: Gordon Hall and Gregory Slone

Declarant's Address: PO Box 639
Santa Fe, TX 77510

Property Owners Association: Tower Road Estates HOA, a Texas nonprofit corporation

Property Owners Association's Address: P.O. Box 482
SANTA FE, TX 77517

Property: A subdivision of 40.54 acres of land being a replat of Block "A," Block "N," and Block "O" of EUREKA ORCHARD S. BOSLER NO. 1 SUBDIVISION Volume 3, Page 12 and Volume 238, Page 2 G.C.M.R.

Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Gordon Hall and Gregory Slone, and any successors or assigns if such successors or assigns:

- (a) acquire all the undeveloped or developed but previously unoccupied or unsold Lots within the Subdivision from Declarant for the purposes of development or resale; or

(b) are expressly designated in writing by Declarant as a successor or assign of Declarant hereunder, in whole or in part.

"Dedictory Instruments" means this Declaration and the Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in County Clerk File No. ??????? of the real property records of Galveston County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the

development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -

a. any activity that is otherwise prohibited by the Dedicatory Instruments;

b. any illegal activity;

c. any nuisance, noxious, or offensive activity;

d. any dumping of rubbish;

e. any storage of -

i. building materials except during the construction or renovation of a Residence or a Structure;

ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway. The parking of vehicles on the road shoulders or on the streets bordering any Lot for a period longer than Twenty-Four (24) hours is prohibited; or

- iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for a reasonable number of common domesticated household pets, such as dogs and cats, provided they are not kept, bred, or maintained for any commercial purpose, but only for the use and pleasure of the Owner of Such Lots, and provided that they are not allowed to roam or wander unleashed in the Subdivision;
- h. any commercial or professional activity except reasonable home office use;
- i. the drying of clothes in a manner that is visible from any street;
- j. the display of any sign except –
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Dedicatory Instruments;
- k. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- l. moving a previously constructed Residence onto a Lot;
- m. interfering with a drainage pattern without ACC approval;
- n. No antennas or satellite dishes of any type, size, or height, shall be installed on any Lot without ACC approval except Television Satellite dishes 24 inches and less are permitted and should be installed on the roof of a residential structure and out of sight from the front of the Lot as best as possible; and
- n. occupying a Structure that does not comply with the construction standards of a Residence.

D. Construction and Maintenance Standards

- 1. *New Construction.*
 - a. Before beginning new construction on any Lot, builder will provide the ACC the following:

- i. Plan and elevation drawings;
 - ii. Site plan drawing;
 - iii. Brick and stone selection and colors of all painted exterior features (e.g. trim, garage doors, columns, shutters);
 - iv. Roof style and color;
 - v. List of any requested deviations from the Deed Restrictions; and
 - vi. Foundation drawings (plan/sections with complete general notes and references).
- b. Owner shall indicate the extent of any demolition, which shall include the removal of trees or landscaping. Owner should reserve any existing trees whenever possible.
- c. ACC approval shall be conveyed via stamped "APPROVED" plot plan returned to Owner with or without comments upon which approval is contingent.
- d. If the ACC approves plans/elevations, the ACC reserves the right to evaluate placement of any plan/elevation on any lot and require modifications to the design for valid reasons such as, but not limited to, architectural appeal of a given Residence on a specific lot, privacy of adjacent homeowners, arrangement of the Residence/garage, proximity to similar designs, etc.
- e. Owner shall notify ACC promptly if plans change substantively during construction for any reason in order to obtain ACC approval to proceed. If Owner does not notify ACC and ACC fails to observe such deviations as the Residence is being constructed, this does not constitute a waiver of the requirement for ACC approval.
- f. The ACC is not responsible for enforcement of building codes and city requirements. However, if violations of codes and ordinances are observed, or if Owner is not building in conformance to drawings and specifications approved by the city, the ACC may report such violations to the authorities for action.
- g. Owner is responsible for cleanup of wind-blown debris originating from a construction job site and shall insure that mud and spills from delivery vehicles are promptly cleaned up to avoid traffic hazards. Owner shall take appropriate measures during hurricane season to minimize risk to existing

Owner's property.

2. *Second Story and Room Additions*

- a. Owner shall submit a site plan, wall section elevation with materials of construction, and at least two exterior elevations (front and one side) to the ACC for approval. The plans shall indicate the ties to the existing structure and any specific information on how the existing building will be modified. ACC approval shall be conveyed via stamped "APPROVED" plan returned to Owner with or without comments upon which approval is contingent.
- b. Owner shall submit a sample of the exterior brick, the finished color, and any siding to be used. Color is subject to approval by the ACC. If the same brick and color of the existing structure is to be used for the new construction, a comment on the ACC approval form stating so is sufficient.
- c. Overall shape of Residences and roof-lines in particular should promote architectural interest using prominent features. Boxy designs will not be acceptable. The room addition, if added to the front or side of the Residence, shall maintain the percentage of brick or stone requirements for the front and sides of the Residence.
- d. Second story additions need not be bricked but a sample of the exterior siding material shall be submitted with the plans for approval by the ACC.
- e. If an Owner plans to modify or change the color of their Residence they shall submit samples of the proposed colors to the ACC for approval.
- f. The conversion of a garage to additional rooms for habitation is not acceptable, unless originally designed as a room for such purpose.
- g. Any changes to the fence design due to room additions are required to be approved by the ACC.
- h. Any second story additions that change the roof overhang will require gutters (aluminum extruded). Guttering and down spouts will be required at front and sides minimum to preserve appearance of landscaping and control rain water runoff.
- i. Owner shall notify ACC promptly if plans change substantively during construction for any reason in order to obtain ACC approval to proceed. If Owner does not notify ACC and ACC fails to observe such deviations as the Residence is being constructed, this does not constitute a waiver of the requirement for ACC approval.
- j. The ACC is not responsible for enforcement of building codes and city

requirements. However, if violations of codes and ordinances are observed, or if Owner is not building in conformance to drawings and specifications approved by the city, the ACC may report such violations to the authorities for action.

- k. Owner is responsible for cleanup of wind-blown debris originating from a construction job site and shall insure that mud and spills from delivery vehicles are promptly cleaned up to avoid traffic hazards. Owner shall take appropriate measures during hurricane season to minimize risk to existing Owner's property.

3. *Sun Rooms, Patio Covers, and Enclosing Patios*

- a. Owner shall submit a site plan, wall section elevation with materials of construction, and at least two exterior elevations (front and one side) to the ACC for approval. The plans shall indicate the ties to the existing structure and any specific information on how the existing building will be modified. ACC approval will be conveyed via stamped "APPROVED" plan returned to Owner with or without comments upon which approval is contingent.
- b. Sun rooms shall be constructed of high-quality structural aluminum and approved safety glass, approved referring to FM/UL listed or OSHA approved safety glass. The sun room should be installed, preferably, by a reputable contractor familiar with the construction and installation of sun rooms.
- c. Structural aluminum shall be anodized and painted with a high-quality paint or have baked enamel or powder coat finish.
- d. Concrete and foundation work shall comply with all applicable City of Santa Fe, Texas building codes and ordinances.
- e. Aluminum patio covers are strictly prohibited.
- f. Flat, solid roof constructed patio covers shall be designed to withstand 90 mile per hour winds and be capable of supporting 3" inches of standing water.
- g. If an Owner wishes to enclose an existing patio it shall be treated as a room addition and shall follow the guidelines in Section 2 above. The Owner shall, in addition to the plans stated in Section 2, provide specific information on the existing slab and the modifications required to bring it up to the requirements of the City of Santa Fe, Texas building codes and ordinances.
- h. If an Owner chooses wood construction, they shall use treated lumber, composite lumber, or select a wood which is resistant to rotting such as cedar or redwood.

- i. Overall shape of the Residence in regard to the roof line of the patio cover should promote architectural interest using prominent features. Boxy designs should be avoided if possible.

4. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted without ACC approval.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

5. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. *Maximum Height.* The maximum height of a Residence is 2 stories.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 2,100 square feet.
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- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- e. *Garages.*
 - i. Each Residence must have at least a two-car garage accessed by a driveway. Three car garages are preferred.
 - ii. Garages may be separate structures.
 - iii. Garages shall be a minimum of 400 sq. ft.
 - iv. Garages shall have either a full width two car garage door or two single car garage doors as a minimum. This shall apply to three car garages or garage and workshop combinations.
 - v. Garages shall not exceed the height of the any main dwelling and shall not have a flat roof.

vi. Garage orientation (left/right side of Residence) to follow side-along concept (all driveways on same side of Residence) down each side of the street such that garages are not prominent visually and to maximize distance between driveways.

f. *Fences, Walls, and Hedges.*

i. No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.

ii. New construction shall have, at a minimum, a six (6) foot cedar privacy fence included in the final construction.

iii. All fences, except those facing the detention pond, must be of a wooden material and plans for fence installation must be submitted to and approved in writing by the ACC before installation.

a. Owner should use treated lumber or a wood which resists rotting such as cedar or redwood. The fence(s) should be constructed using galvanized nails, zinc electroplated connecting or bracing devices, with 4" x 4" treated fence posts anchored/installed in concrete foundations at minimum.

b. Wooden lattice material for fencing shall not be used unless used as decorative edging and approved by the ACC.

c. An Owner repairing an existing fence is not required to seek ACC approval.

d. No side or rear fence or hedge shall be more than eight (8) feet in height.

iv. All fences facing the detention pond shall be made of wrought iron metal and plans for fence installation must be submitted to and approved in writing by the ACC before installation.

a. All fences facing the detention pond must be "see through" with at least 2" inches between each picket.

b. All fences facing the detention pond must be the same wrought iron fence all the way the around.

c. No fence facing the detention pond shall be more than a six (6) feet in height.

g. Out Buildings/Structures, Gazebos, Lawn Shed, and Children's Playhouse or Swing Set/Playhouse Combinations.

- i. If an Owner plans to build or purchase an out building/structure, gazebo, lawn shed, or children's playhouse, or swing set/playhouse combination, they shall not be required to obtain approval for its placement or construction unless it meets any of the following conditions:
 - a. Exceeds the height of the fence surrounding the back yard.
 - b. Any portion of it is visible from the street or from the surrounding properties natural grade.
 - c. Requires a foundation for installation.
 - d. Contains any air-conditioning equipment or mechanical equipment that produces noise which can be heard by persons on the surrounding property.
 - e. Will be located closer than ten (10) feet from the rear lot or five (5) feet from the side lot line.
- ii. Unattached accessory buildings or structures shall not be more than ten (10) feet in height.
- iii. If the Owner is required to obtain ACC approval for any out building/structure, gazebo, lawn shed, or children's playhouse/swing set/playhouse combination, they shall submit a plot plan showing the location of the structure and submit a description of the type of structure which will be installed.
- iv. Any structure or building whether temporary or permanent should be anchored to the ground using foundations or ground auger devices for temporary installations.
- v. Outbuildings/structures, gazebos, or lawn sheds shall be constructed of wood, wood siding, or high impact polymer plastic, and have a fiberglass shingle or composition shingle roof. Metal or fiberglass buildings/structures, gazebos, or lawn sheds shall not be permitted.

h. *Patios and Decks*

- i. Any wooden decks installed do not require ACC approval unless they exceed 12" inches in height above the surrounding natural grade, excluding benches, railing, etc.
 - a. If approval is required, the Owner shall submit a plot plan with a list of building materials.
 - b. Owner should use treated lumber or wood which is resistant to rotting such as cedar or redwood. The deck should be constructed using galvanized nail and/or screws, zinc electroplated connectors and bracing devices.
 - c. The deck should be anchored to and installed on concrete footing or foundations at minimum.
- ii. Installation of patios should be of good quality brick, concrete, stone, or masonry, but no ACC approval will be required for any patio, excluding benches, railing, etc., that does not exceed 12" inches above the surrounding natural grade.
 - a. If approval is required, the Owner will submit a plot plan showing the location of the patio with a list of building materials to be used in the construction.

i. *Pools or Spas*

- i. Owner will be required to submit a plot plan to the ACC for approval of any pool addition which meets any of the following criteria:
 - a. Requires any foundation work to support the walls
 - b. Requires excavation to install
 - c. Pool capacity is in excess of 2,300 gallons of water
 - d. Contains a pump or water treating system
 - e. Has or will have any decking with exceeds 12" inches in height above the natural surrounding grade.
- ii. Above ground pools are strictly prohibited.
- iii. Owner will be required to submit a plot plan of any whirlpool, spa,

hot tub, or sauna to the ACC for approval.

- a. Plot plan shall include minimum details of any structures, covers other than pad covers, and decking if elevation of decking exceeds 12" inches above surrounding natural grade.
- b. Minimum details shall include a list of building materials, location of any associated equipment, pumps, heaters, water treatment systems, and information on fencing, height, and type of construction around the Owner's property.

j. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within thirty (30) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within sixty (60) days and the Lot restored to a clean and attractive condition.

k. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

l. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.

m. *Landscaping.* Landscaping must be installed within thirty (30) days after the issuance of a certificate of occupancy. The minimum landscaping is specified in the standards of the ACC.

6. *Building Materials for Residences and Structures*

- a. *Roofs.* Only composition roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color.

Nothing herein shall be interpreted to prohibit or restrict a property owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that are (1) designed primarily to be wind and hail resistant, (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles or (3) provide solar generation capabilities; and that, when installed: (A) resemble the shingles used or otherwise authorized for use on property in the subdivision; (B) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and (C) match the aesthetics of the property surrounding the owner's property.

- b. *Air Conditioning.*
 - i. Window- or wall-type air conditioners may not be used in a Residence.
 - ii. Air conditioner condensing units shall be located at the side of Residence in the least visible location, closer to rear of Residence than to front, and behind privacy fence.
- c. *Exterior Walls.*
 - i. All Residences must have 50.0% percent of their exterior walls, including exposed foundation, of stone or brick, minus windows and doors, unless otherwise approved by the ACC.
 - ii. Rows of soldier brick on front elevations shall be extended around sides of Residence where architecturally appropriate for continuity, not stopped at corners to form a front facade only.
- d. *Color.*
 - i. The color of any newly constructed Residence is subject to ACC approval.
 - ii. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.
- e. *Driveways and Sidewalks.*
 - i. All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC.
 - ii. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.
 - iii. Where driveways meet streets, the driveway shall not abruptly drop off more than 1 ½" inches or there shall be a sloped transition no steeper than a two to one horizontal to vertical slope.
- f. *Concrete Flatwork.* All sidewalks, driveways, and patios in the Subdivision shall be (1) "picture frame" broom finished, (2) sloped away from adjoining structures (3) straight or uniformly cured at sides (not irregular), and (4) exhibiting gradual slope transitions (not undulating).
 - i. ACC will monitor quality of flatwork as it effects the appearance

of quality in the Subdivision.

g. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

h. *Gutters.* Aluminum extruded gutters are recommended at front and full sides minimum to preserve appearance of landscaping and control rain water runoff.

i. *Service Entrances.* Service entrances for electrical and telephone shall be underground (no overhead power lines to Residences).

j. *Natural Gas.* Natural gas is mandatory for the heater and water heater in all Residences.

E. Property Owners Association

1. *Establishment and Governance.* The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

b. *Class B.* The Class B Member is Declarant and has three (3) votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of –

i. when the Class A Members' votes exceed the total of Class B Member's votes or

ii. January 1, 20XX

4. *Records Production and Copying Policy.* Except for information deemed confidential by law or court order, the Association will make its books and records open to and reasonably available for examination by an owner of property in the Subdivision or a person

designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Property Owners Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in section 70.3 of title 1 of the Texas Administrative Code, the amounts in section 70.3 of title 1 of the Texas Administrative Code govern.

- a. Information not subject to inspection by owners includes but is not limited to:
 - i. any document that constitutes the work product of the Association's attorney or that is privileged as an attorney-client communication;
 - ii. files and records of the Association's attorney relating to the Association, excluding invoices requested by an owner under Texas Property Code section 209.008(d); and
 - iii. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(l), (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Property Owners Association, including personnel files.
- b. If a document in the Association's attorney's files and records relating to the Association would be subject to a request by an owner to inspect or copy Association documents, the document will be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document.

5. *Procedures for Inspecting Information or Obtaining Copies*

- a. An owner or the owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed with the county clerk of Galveston County, Texas.
- b. The request must include enough description and detail about the information requested to enable the Association to accurately identify and locate the information requested. Owners must cooperate with the Association's reasonable efforts to clarify the type or amount of information requested.

c. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and-

i. if an inspection is requested, the Association, on or before the tenth business day after the date the Association receives the request, will send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or

ii. if copies of identified books and records are requested, the Association will, 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 business day after the date the Association receives the request.

d. If the Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth business day after the date the Association receives the request, the Association must provide to the requestor written notice that-

i. informs the owner that the Association is unable to produce the information on or before the tenth business day after the date the Association received the request; and

ii. 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 business day after the date notice under this subsection is given.

e. If an inspection is requested or required, the inspection will take place at a mutually agreeable time during normal business hours, and the owner will identify the books and records for the Association to copy and forward to the owner.

f. The Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Association.

g. Before starting work on an owner's request, the Association must provide the owner with a written, itemized statement of estimated Charges for examining and copying records related to the owner's request, using amounts prescribed in this policy when the estimated Charges exceed \$40. Owners may modify the request in response to the itemized statement.

h. Within ten business days of the date the Association sent the estimate of Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the

owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.

i. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Association may require advance payment of the estimated Charges of compilation, production, and reproduction of the requested information.

j. If the estimated Charges are less or more than the actual Charges, the Association must submit a final invoice to the owner on or before the thirtieth 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 business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated Charges exceeded the final invoice amount, the owner is entitled to a refund, and the refund will be issued to the owner not later than the thirtieth business day after the date the invoice is sent to the owner.

6. *Charges for Examining and Copy Property Owners Association Records*

a. *Labor Charge for Computer Programming.* If a particular request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association will charge \$28.50 an hour for the programmer's time spent on the request.

b. *Labor Charge for Locating, Compiling, Manipulating, and Reproducing Data and Information*

i. The charge for labor costs incurred in processing an owner's request for Association information is \$15.00 an hour. The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.

ii. A labor charge will not be billed in connection with complying with requests that are for fifty or fewer pages of paper records, unless the documents to be copied are located in (a) two or more separate buildings that are not physically connected with each other or (b) a remote storage facility.

iii. A labor charge will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.

iv. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time

spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the owner's request. The Association will not charge for redacting confidential or privileged information for requests of fifty or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 552.261(a)(2) of the Texas Government Code.

c. *Overhead Charge*

i. Whenever any labor charge is applicable to a request, the Association may include in the Charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Property Owners Association chooses to recover such costs, the overhead charge will be computed at Twenty (20%) percent of the charge made to cover any labor costs associated with a particular request.

For example, if one hour of labor is used for a particular request, the formula would be as follows:

- a. Labor charge for locating, compiling, and reproducing - \$15.00
x .20 = \$3.00
- b. Labor charge for computer programming - \$28.50 x .20 =
\$8.70
- c. If a request requires a charge for one hour of labor for locating, compiling, and reproducing information (\$15.00 per hour) and one hour of programming (\$28.50 per hour), the combined overhead would be $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

ii. An overhead charge will not be made for requests for copies of fifty or fewer pages of standard paper records.

d. *Remote Document Retrieval Charge.* To the extent that the retrieval of documents stored on the Association's property results in a charge to comply with a request, the Association will charge the actual cost of the retrieval.

e. *Copy Charges*

i. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two copies. Standard paper copy is a copy of

Association information that is a printed impression on one side of a piece of paper that measures up to eight and one-half by fourteen inches.

ii. A "nonstandard" copy includes everything but a copy of a piece of paper measuring up to eight and one-half by fourteen inches. Microfiche, microfilm, diskettes, magnetic tapes, and CD-ROM are examples of nonstandard copies. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are as follows:

- a. diskette—\$1.00;
- b. magnetic tape—actual cost;
- c. data cartridge—actual cost;
- d. tape cartridge—actual cost;
- e. rewritable CD (CD-RW)—\$1.00;
- f. nonrewritable CD (CD-R)—\$1.00;
- g. digital video disc (DVD)—\$3.00;
- h. JAZ drive—actual cost;
- i. other electronic media—actual cost;
- j. VHS video cassette—\$2.50;
- k. audio cassette—\$1.00;
- l. oversize paper copy (e.g., larger than eight and one-half by fourteen inches, greenbar, bluebar, not including maps and photographs using specialty paper)—\$0.50; and
- m. specialty paper (e.g., Mylar, blueprint, blueline, map, photographic)—actual cost.

F. ACC

1. *Establishment*

- a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically

compatible and conform to the Dedicatory Instruments.

b. *Members.* The ACC consists of at least five (5) persons appointed by the Board. The Board may remove or replace an ACC member with or without cause at any time.

c. *Term.* ACC members serve until replaced by the Board or they resign.

d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

2. *Plan Review*

a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

b. *Procedures*

i. *Complete Submission.* Within fourteen (14) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 10 days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within five (5) days after the ACC's action. The Board shall determine the appeal within seven (7) days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all

appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G. Assessments

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

5. *Regular Assessments*

a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is ~~Four~~ ^{SIX} Hundred and 00/100 Dollars (\$~~400~~⁶⁰⁰.00) per lot.

600. 95/64

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty (30) days before its effective date.

c. *Collections.* Regular Assessments will be collected yearly in advance, payable on the first day of January of each year.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a 2/3 vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within thirty (30) days after it is due is delinquent.

11. *Alternative Payment Plans.*

a. The Association will provide delinquent owners an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties. For purposes of these guidelines, monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

Administrative Fee: Ten and 00/100 Dollars (\$10.00)

Annual Interest Rate. Five (5%) percent

b. The Association establishes these guidelines to allow owners who are delinquent in payment of a debt to the Association to pay the debt in partial payments to avoid monetary penalties. However, delinquency in payment of a debt may result in nonmonetary penalties, such as loss of privileges.

c. Payments under a payment plan will incur the Administrative Fee and interest at the Annual Interest Rate.

d. To be entitled to pay a debt under a payment plan, an owner who is delinquent on a debt must submit a written request to the Association.

e. Owners can make no more than Two (2) requests for a payment plan within a twelve-month period. The Property Owners Association is not required to enter into a payment plan agreement with an owner who failed to honor the terms of a previous payment plan agreement during the two years following the owner's default under the previous payment plan agreement.

12. *Payment of Assessment by Declarant.* Notwithstanding anything to the contrary

contained herein, all Lots owned by Declarant shall be exempt from payment of any and all regular or special assessments

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of 10.0% percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 5.0% percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

I. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to -

- a. charge a reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and

d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of 2/3 of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

J. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of 67.0% percent of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than 75.0% percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation

agreement that will impose this Declaration and the Covenants on that property.

[Handwritten signature]

Gordon Hall

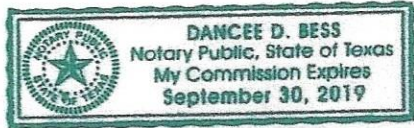
[Handwritten signature]

Greggory Slone

STATE OF TEXAS *

COUNTY OF GALVESTON *

This instrument was acknowledged before me on September 3, 2019, by Gordon Hall.



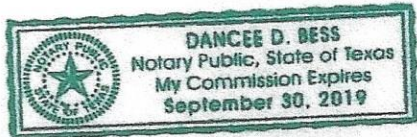
[Handwritten signature]

Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF GALVESTON *

This instrument was acknowledged before me on September 3, 2019, by Greggory Slone.



[Handwritten signature]

Notary Public, State of Texas