

NOTICE
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DECLARATION FOR
VILLAS AT ASHLAND

WHEREAS, Declarant, Ashland Townhomes, LLC, is the owner of that certain property known as Villas at Ashland, according to the map or plat thereof recorded at Harris County Clerk's File No. 20130198879; and

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WHEREAS, it is the desire of the Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said subdivision.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon Villas at Ashland and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

SECTION 1.1 Definitions: The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

(a) "Subdivision Plat" shall mean and refer to the plat of Villas at Ashland as set out above.

(b) "Lot" shall mean and refer initially to any of the Lots shown on the Subdivision Plat, being the Lots described herein-above in this Declaration. If a subdivision plat is hereafter filed for record in the Office of the County Clerk of Harris County, Texas, replatting the area within any of the Lots, then, with respect to the replatted area only, the term "Lot" shall thereafter mean and refer to any of the numbered Lots shown on such subdivision plat.

(c) "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person or by a single family, including the dwelling and garage.

(d) "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

(e) "Owner" shall mean and refer to the owner(s), whether one or more persons or entities, of the fee simple record title to any Lot, but shall not mean or refer to any person or entity holding only a lien, easement, mineral interest or royalty interest burdening the title thereto.

(f) "Association" shall mean and refer to Ashland Garden Homeowners Association, Inc., a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets, rights or powers by any merger, consolidation or conveyance of assets, rights or powers.

(g) "Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each

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Assessable Tract as set forth in Article III hereof.

(h) "Meeting of Members" shall mean and refer to an annual or special meeting of Members duly called in the manner prescribed in the by-laws of the Association, of which notice shall have been sent to all. Members in advance of the meeting as provided in the bylaws of the Association, stating the purpose(s) of the meeting, and at which a quorum shall be present.

(i) "Community Properties" shall mean and refer to such properties, real or personal, as are hereafter conveyed to or otherwise acquired by the Association. The Association's title to any property may cover the fee title thereto or only a leasehold estate therein, and may be subject to easement, reservations, restrictions, liens, indebtedness, obligations and other encumbrances.

(j) "Architectural Control Committee" shall mean and refer to the Declarant until such time as the Class B voting rights have terminated, and then "Architectural Control Committee" shall mean the Board of Directors.

(k) "Declarant" shall mean and refer to Ashland Homes, LLC, its predecessors, assignors, successors and assigns and to any lien holder who acquired through foreclosure or sale in lieu thereof the Declarant's interest in all or part of the Lots.

ARTICLE II

Subdivision Plat; Easement; Rights

SECTION 2.1. Subdivision Plat. All dedications, easements, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein for all purposes, insofar as they relate to the Lots.

SECTION 2.2. Easements. The Board of Directors hereby reserves the right to dedicate, convey or reserve easements over, on or under any part of the land in the Subdivision for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television and other utility lines and facilities.

SECTION 2.3. Reservations. The title conveyed to any Lot by contract, deed or other conveyance shall never be intended, construed or held to include the title to any of the Community Properties, if any, or any of the easements referred to in Section 2.1 or 2.2, or any improvements at any time located over, on or under the Community Properties, if any, or any such easement, and title to all of the same shall be considered as excluded from any such conveyance, except to the extent that any of the same are specifically referred to in the instrument of conveyance and are stated thereto to be conveyed thereby. The Board of Directors reserves the right (but shall have no obligations) to construct, install, use, repair and maintain the public utilities, including, but not limited to, the water, sewer, electric and telephone lines, conduits and equipment necessary in connection therewith, and the right of access necessary or convenient thereto, and any system or utility lines and facilities constructed by the Board of Directors over, on or under any such easement may be given, sold or leased by the Board of Directors to any public authority, utility company or holder of a public franchise.

SECTION 2.4. Waivers. Each Owner acquiring any Lot from Declarant, its successors or assigns, warrants to Declarant by accepting title to said Lot in the condition it is in at the time of acquiring title thereto, and waives, releases and renounces any and all claims, rights, demands, and causes of action in this manner arising out of or connected with the condition or location of said particular purpose other than fraud, or any damage caused in whole or in part by flooding, earth quake or other natural phenomenon.

ARTICLE III

Membership and Voting

Rights in the Association

SECTION 3.1. Membership. The Owner of each Assessable Tract, during the period of his ownership, shall automatically be a Member. Declarant, whether or not it is the Owner of a Lot shall also be a Member until it's membership terminates pursuant to the provisions of Sections 3.2 below.

SECTION 3.2. Voting Classes and Rights. The Association shall have the following class voting membership with the following rights:

Class A: The Owners of the Lots shall be the Class A Members, and by virtue of such membership, the Owners of each Lot shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of a Lot consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Lot.

Class B: Declarant shall be the sole Class B Member, any by virtue of such membership, shall be entitled to the same number of votes in the Association as the aggregate votes of the Class A Members. The Class B Membership shall terminate when all the Lots are sold by the Declarant.

ARTICLE IV

Property Rights in the Community Properties

SECTION 4.1. Members' Easement of Enjoyment. Subject to the provisions of Section 4.2, every Member shall have a common right and easement of enjoyment in the Community Properties, if any, and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

SECTION 4.2. Extent of Members' Easements. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created as referred to or provided for in Article II, and shall also be subject to the following rights of the Association (which may be exercised by the officers of the Association when so authorized by its Board of Directors):

(a) The Association shall have the right to construct, install, repair and maintain the Community Properties, if any, and to borrow money and in aid thereof to mortgage the Community Properties, if any, or any part thereof.

(b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties, it any, against foreclosure or forfeiture of any mortgage, lien or other encumbrance thereon.

(c) The Association shall have the right to transfer or convey all or any part of the Community Properties, if any, or interests therein, to any public authority.

ARTICLE V

Assessments and Lien Therefor: Books

SECTION 5.1. Creation of the Lien and Personal Obligation of Assessments. Each owner of a Lot which shall be or shall hereafter become subject to the assessments hereinafter provided for, by acceptance of a deed or other conveyance therefore whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments fixed, established and collected from time to time as hereinafter provided, together with such interest thereon and cost of collection thereof as are hereinafter provided for, all of which

shall be a charge on and secured by a continuing lien upon the property against which each such assessment is made. Each Owner hereby grants unto the Association a power of sale with respect to such lien, and the Association may foreclose such lien in a like manner to a deed of trust. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided for, shall also be and remain the personal obligation of the person who is the Owner of such property at the time the assessment becomes due and payable, notwithstanding any subsequent transfer of title to such property. Such personal obligation shall not pass to such Owner's successor in title unless expressly assumed by then, but shall be secured by the continuing lien referred to above.

SECTION 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively (i) to improve, beautify, manage, operate, care for and maintain the Community Properties, if any, the entrances to the Subdivision, the streets in or adjacent to the Subdivision, and vacant Lots in the Subdivision, the flood control rights-of-way in or adjacent to the Subdivision, and such other areas as the Board of Directors of the Association shall determine; (ii) to pay taxes and insurance premiums on any of such properties or improvements; and (iii) to promote the health, safety, convenience, enjoyment and welfare of the Members, such benefits to include, by way of fogging for insect control, enforcing the provisions contained in this Declaration, employing at the request of the Architecture Control Committee, one or more architects, engineers, attorneys or other consultants, for the purpose of advising such Committee or Directors of the Association, for the maintenance and/or improvement of the Community Properties, if any, or for the benefit of the members, employing private policemen and watchmen or making other security arrangements and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep the property in the subdivision neat and in good order or which they consider of general benefit to the Owners or occupants of the subdivision, the foregoing uses and purposes being permissive and not mandatory, and the decisions of, and expenditures of, said funds by, the Board of Directors of the Association being final and conclusive as long as made in good faith and in accordance with the by-laws of the Association and governmental laws, rules and regulations.

SECTION 5.3. Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments against the Assessable Tracts to obtain funds reasonably anticipated to be needed for the purposes stated in Section 5.2, including reasonable reserves for contingencies and/or capital improvements, replacements and repairs. The Association may increase said maximum amount of the annual assessment for an Assessable Tract, but if any such change increases the maximum amount which can be assessed against an Assessable Tract to more than 110% of the amount assessed in the preceding calendar the change must be approved by a majority of the votes cast by each class of Members at a Meeting of Members.

SECTION 5.4. Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on each Lot on the first day of the calendar month after it is sold by the Declarant. The amount of the annual assessment of each such Lot for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment of such Lot provided for in Section 5.3 hereof, as the remaining number of months in that year bears to twelve, and shall be due and payable on the day such Lot is sold by the Declarant. After the first year, the annual assessment of such Lot for each calendar year shall be due and payable on the first day of January in said year.

SECTION 5.5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Community Property, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of a majority of each class of Members.

SECTION 5.6. Duties of the Board of Directors. The Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Lot for each calendar year, subject to the criteria and limitations set out in Section 5.3. The Board of Directors of the Association shall cause to be prepared a roster of the Lots showing the amount of each assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand at any time and upon payment of a reasonable fee imposed therefor, if any, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's property. Such certificate shall be conclusive evidence of payment of assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

SECTION 5.7. Effect of Non-payment of Assessment. The Lien, Remedies of Association. If an assessment is not paid on the date it becomes due, such assessment shall thereupon become delinquent and, together with the interest thereon and cost of collection thereof hereinafter provided for, shall thereupon be secured by a continuing lien on the Lot against which the assessment was levied, including improvements thereon, which shall bind such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after it becomes due, the assessment shall, bear interest from the date it becomes due at the rate of the lower of (i) twelve percent (12%) per annum or (ii) the highest rate then permitted by law until it is paid, and the association may foreclose the lien securing the assessment in a like manner as for a deed of trust and/or the Association may bring an action at law and there shall be added to the amount of such assessment all reasonable expenses of collection, including reasonable attorneys' fees.

SECTION 5.8. Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the property subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a deed of trust or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessments provided for herein to any other mortgage, lien or encumbrance, subject to such limitation, if any, as such Board may determine.

SECTION 5.9. Exempt Property. The assessments and liens created in this Article V shall apply only to the Lots and the remainder of the property in the Subdivision shall not be subject thereto.

SECTION 5.10. Books. The Association shall maintain books of account reflecting all of its income and disbursements. Any Member shall have the right to inspect

such books at the office of the Association at any reasonable time.

ARTICLE VI
Architectural Control Committee

SECTION 6.1. Tenure. The Declarant shall act as the Architectural Control Committee until the Owners take over control of the Association as set out in Article III. After that time, the Board of Directors shall designate a successor, or successors, to serve on the Committee. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article VI. However, the Committee may employ one or more architects, engineers, attorneys or other consultants to assist the Committee in carrying out its duties hereunder as the Committee deems prudent and reasonable; and the Association shall pay such consultants reasonable fees for such services as they render to the Committee, together with any interest incurred thereon.

SECTION 6.2. Approval of Plans. No buildings or other improvements, including, but not limited to, streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed or maintained in the Subdivision, nor shall any exterior addition to or alteration therein be made, unless and until (i) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee; and thereafter (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, walks and topography. The final working plans and specifications shall not be commenced until the preliminary site, plan and the schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve the preliminary site plan and schematic plan within thirty (30) working days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 6.2 will be deemed to have been fully complied with, without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement.

Where not otherwise specified herein, the Architectural Control Committee shall also have the right to specify requirements for each building site as follows: minimum setbacks, driveway access screening devices and the orientation of structures with respect to streets, walks and structures on adjacent property. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character, design or aesthetics of the Subdivision.

ARTICLE VII
Restrictions

SECTION 7.1. All Lots shall be used solely for single-family residential purposes, and no Lot shall be used (either primarily or secondarily) for any businesses, professional, commercial or multifamily residential purpose whatsoever of any kind or type except that the Declarant reserves the right to maintain a sales and/or management office until such time as all the Lots are sold.

SECTION 7.2. No building or other structure of any kind or type other than one single-family dwelling, not to exceed two and one-half (2-1/2) stories in height, and a private enclosed garage for not less than two (2) passenger cars shall be constructed, placed or permitted to remain on any Lot.

SECTION 7.3. All buildings, structures and other improvements erected, altered or placed in the Subdivision shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or permanently.

SECTION 7.4. No temporary building shall be erected or maintained on any lot except during actual construction of a dwelling being erected thereon, and, then such temporary building must be on the Lot on which construction is in progress and not on adjoining Lots, streets or easements and, at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction or at any other time.

SECTION 7.5. No nuisance shall ever be erected, placed, or suffered to remain upon any property in the Subdivision, and no Owner of or resident on any property in the Subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Board of Directors of the Association is hereby authorized to determine what constitutes a violation of this restriction.

SECTION 7.6. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Board of Directors of Association), snakes, livestock or other animals or fowl of any kind shall ever be kept in the Subdivision except that dogs, cats or other common household pets (not to exceed a total of two adult animals) may be kept by the Owner or tenant of any Living Unit, provided they are not kept, bred or maintained for any commercial purpose.

SECTION 7.7. No trash, rubbish, garbage manure, building materials or debris of any kind shall be kept or allowed to remain on any Lot. The Owner at each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from any other lot. Reasonable amounts of construction materials and equipment may be stored upon a Lot or between that Lot and the street abutting same for reasonable periods of time during the construction of improvements on such Lots but no such material or equipment shall ever be placed or stored on any street.

SECTION 7.8. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying or mining operations of any kind shall be permitted in the Subdivision, and no shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water, shall be erected, maintained or permitted in the Subdivision.

SECTION 7.9. No water well, privy, cesspool or septic tank shall be drilled, constructed, placed or maintained on any Lot.

SECTION 7.10. No boat, trailer, camping unit, motor home, bus, truck or self-propelled or towable equipment, consumer goods or machinery of any sort shall be permitted to park on any street or on any Lot except in a garage or other enclosed structure or in an area adequately screened by planting or fencing so as not to be seen from any other Lot, except that (i) during the

construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefore; and (ii) this restriction shall not apply to automobiles and pick-up trucks in good repair and attractive condition; and (iii) this restriction shall not apply to the mere temporary parking of any such equipment or consumer goods which is in good repair and attractive condition. The Board of Directors of the Association is hereby authorized to determine what constitutes good repair and attractive condition and what constitutes temporary parking.

SECTION 7.11. No clothing or other materials shall be aired or dried in the Subdivision except in an enclosed structure or in an area adequately screened by planting or fencing so as not to be seen from any other Lot.

SECTION 7.12. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction-work or noisy interior construction work shall be permitted only after 7:00 A.M. and before 9:00 P.M.

SECTION 7.13. No noxious, offensive or dangerous trade or activity shall be carried on upon any Lot nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.

SECTION 7.14. The owner of each improved or unimproved Lot shall maintain it and any improvements, grass, trees, hedges and plantings thereon in a neat and attractive condition. If any Lot is not so maintained, the Association shall have the right after notice to the owner of any Lot given seven (7) days in advance (i) to mow the grass thereon; (ii) to remove any debris therefrom; (iii) to remove, trim or prune any tree, hedge or planting that in the opinion of the Board of Directors of the Association, by reason of its location or height or the manner in which it has been permitted to grow or become diseased, decayed or otherwise detrimental to the enjoyment of adjoining property, is unattractive in appearance or creates a hazard; (iv) to repair or paint any fence thereon that is out of repair or not in harmony with respect to color with fencing on adjacent property; and (v) to do any and all things necessary or desirable in the opinion of the Board of Directors of the Association to place such property in a neat and attractive condition. The owner of such Lot at the time the work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed and if such amount is not paid within that period of time, the owner shall be obligated thereafter to pay interest thereon at the rate of twelve percent (12%) per annum or the highest per annum rate of interest provided by law, if lower, and shall be personally obligated to pay any attorney's fees and court costs incurred by the Association in collecting such obligations. All the above recited charges shall be secured by the same lien securing the maintenance assessments herein provided.

SECTION 7.15. The Directors of the Association are authorized to borrow money without personal liability on the part of the Directors for the purposes herein authorized giving as security the maintenance assessment funds on hand or to be collected in the future.

SECTION 7.16. Except for one sign of not more than five (5') square feet advertising the Lot on which it is located for sale, no billboards or other signs of any kind or type may be erected in the Subdivision without the prior written consent of the Architectural Control Committee. In no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in the Subdivision. The Declarant reserves the right to maintain signs to advertise the subdivision.

ARTICLE VIII General Provisions

SECTION 8.1. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed or conveyance executed conveying all or any part of the land in the Subdivision, whether or not referred to therein, and all estates conveyed

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therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

SECTION 8.2. Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by two-thirds (2/3) of the Members of each Class of Members at a Meeting of Members. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

SECTION 8.3. Duration. This Declaration shall remain in full force and effect for a term of forty (40) years from the date this Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the holders of a majority of the votes of the Members has been filed for record in the Office of the County Clerk of Harris County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or the date it is so filed for record, whichever is the later date.

SECTION 8.4. Enforcement. The terms and provisions of this Declaration shall run with and bind the land in the Subdivision, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot and by their respective legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or inequity against any person or entity violating or threatening to violate any term or provision hereof, and failure of the Declarant, of the Association or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

SECTION 8.5. Severability. Invalidation of any term or provisions of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 8.6. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 8.7. Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret or limit the meaning of any term or provision contained in this Declaration.

SECTION 8.8. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit Declarant, of the Association and all Owners and occupants of any Lot and their respective heirs, devisees, successors, legal representatives and assigns.

Ashland Townhomes, LLC

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Name:

Position:

[Handwritten signature]
Tony M. Brown
President

State of Texas *

County of Harris *

This instrument was acknowledged before me on the 1st day of October, 2013, by Janey M Brown, the ~~managing member~~ of Ashland Townhomes, LLC. on behalf of said corporation.

[Signature]
Notary public, State of Texas



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Pages 11
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 52.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2.
Amend
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**FIRST AMENDMENT TO DECLARATION FOR VILLAS AT ASHLAND,
ASHLAND GARDENS HOMEOWNERS ASSOCIATIONS, INC.**

THE STATE OF TEXAS *

COUNTY OF HARRIS *

WHEREAS, on October 1, 2013, Ashland Townhomes LLC, a Texas limited liability company (hereinafter referred to as Declarant”) executed that certain Declaration for Villas at Ashland (hereinafter referred to as “Declaration”), filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk’s File No. 20130566502 in the Official Public Records of Real Property of Harris County, Texas, imposing on Villas at Ashland, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in the Official Public Records of Real Property of Harris County, Texas, all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth for the benefit of said property and each owner thereof, and additionally bringing said subdivision within the jurisdiction of the Ashland Garden Homeowners Association, Inc. (hereinafter referred to as the “Association”); and

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WHEREAS, Article VIII, Section 8.2 of the Declaration provides that the Declaration may be amended by an affirmative vote of two-thirds (2/3) of the Owners at a meeting of the Members;

WHEREAS, two-thirds (2/3) of the Owners, as defined in the Declaration, desire to supplement and amend the Declaration in order to insure and preserve the value and integrity of the Property; and

WHEREAS, the Owners of at least two-thirds (2/3) of the Lots encompassed within and subject to the provisions of the Declaration, desire to amend the Declaration, pursuant to their right

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to do so; and

WHEREAS, the Owners of at least two-thirds (2/3) of the Lots encompassed within and subject to the provisions of the Declaration desire that the remaining terms and provisions of the Declaration remain the same.

NOW, THEREFOR, KNOW ALL MEN BY THESE PRESENTS, THAT the Declaration is hereby amended as follows:

ARTICLE V

SECTION 5.4. Commencement of Annual Assessments, Due Dates. Prior to the end of each calendar year, the Board of Directors shall determine the due dates for the next year's assessments. The Board may determine that the assessment shall be paid annually, semiannually, or monthly or any other time periods that the Board determines appropriate. The Board may also set and collect reasonable late fees.

Dated this 7th day of MAY, 2015.



Name: TYLER SOEDER (Tyler Soeder) 102
President of Ashland Garden Homeowners Association, Inc.

Before me, the undersigned authority, on this day personally appeared TYLER SOEDER, President of Ashland Garden Homeowners Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least two-thirds (2/3) of the Lot Owners had approved this Amendment and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Association.

Given under my hand and seal of office, this the 7th day of MAY, 2015.

Kelly Futral
Notary Public, State of Texas

Return to: ✓✓
Kathy Ann Terry
PO Box 690141
Houston, TX 77269-0141



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FILED

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Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

JUN 16 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS