

**DECLARATION OF RESTATED AND AMENDED
COVENANTS, CONDITIONS AND RESTRICTIONS**
for
ANTOINE FOREST ESTATES
A HARRIS COUNTY SUBDIVISION

COPY
Sept. 2000

THE STATE OF TEXAS *
 * KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS *

WHEREAS, HOMECRAFT LAND DEVELOPMENT, INC., a Texas corporation (the ‘Declarant’) was the sole Owner of that certain property known as Antoine Forest Estates, a Harris County subdivision according to the map or plat thereof recorded in Volume 275, Page 77 of Map Records of Harris County, Texas (the ‘Subdivision’); and

WHEREAS, by that certain instrument entitled ‘DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ANTOINE FOREST ESTATES, A SUBDIVISION IN HARRIS COUNTY, TEXAS’, executed on or about March 16, 1979 and filed of record on July 11, 1979, in the Official Public Records of Real Property of Harris County, Texas, under County Clerk’s File No. G152466 and Film Code No. 133-82-1687, et seq. (the ‘Prior Restrictions’), the Declarant imposed on the Subdivision, all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth; and

WHEREAS, the Prior Restrictions were subsequently amended by that certain instrument entitled ‘HOMECRAFT LAND DEVELOPMENT, INC. TO THE PUBLIC’, filed of record under County Clerk’s File No. G261382 and Film Code No. 140-87-0260 in the Official Public Records of Real Property of Harris County, Texas (the Prior Restrictions, as amended, still hereinafter referred to as the ‘Prior Restrictions’); and

WHEREAS, Article VII, Section 1 of the Prior Restrictions provides that the Prior Restrictions may be amended by an instrument signed by a majority of the then Owners of the Lots in the Subdivision; and

WHEREAS, the undersigned, being a majority of the Owners of Lots in the Subdivision, wish to modify the Prior Restrictions as set forth below.

NOW, THEREFORE, the undersigned being a majority of the Owners of Lots in the Subdivision, do hereby adopt, establish and impose upon all of the Lots in the Subdivision, the following restrictions and covenants, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots in the Subdivision for the benefit of present and future Owners, which restrictions and covenants shall take the place of the Prior Restrictions, and which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the Lots in the Subdivision and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

As used in this instrument, the terms set forth below shall have the following meanings:

SECTION 1.1. ANNUAL MAINTENANCE ASSESSMENT - The assessment made and levied by the Association against every Owner and their lot in accordance with the provisions of the Declaration.

SECTION 1.2. ARCHITECTURAL COMMITTEE - The Architectural Committee established and empowered in accordance with Article V of this Declaration.

SECTION 1.3. ARCHITECTURAL GUIDELINES - Guidelines adopted by the Architectural Committee, pursuant to Section 5.3, related to the nature, kind, shape, color, size, materials and location of improvements and alterations thereto.

SECTION 1.4. ARTICLES OF INCORPORATION - The Articles of Incorporation of the Association.

SECTION 1.5. ASSESSMENT(S) - An Annual Maintenance Assessment, Special Assessment, and /or Reimbursement Assessment.

SECTION 1.6. BOARD OR BOARD OF DIRECTORS - The Board of Directors of the Association as elected in accordance with the Articles of Incorporation and the Bylaws.

SECTION 1.7. BYLAWS - The Bylaws of the Association.

SECTION 1.8. DECLARANT - Shall mean and refer to HOMECRAFT LAND DEVELOPMENT, INC.

SECTION 1.9. DECLARATION - The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to the govern the improvements, use, occupancy, and conveyance of all the Lots in the Subdivision set out in this instrument or any

amendment thereto.

SECTION 1.10. **EASEMENT** - The various utility, maintenance, and other easements of record, shown on the Plat or created or referenced to in this Declaration.

SECTION 1.11. **EFFECTIVE DATE** - The date this Declaration is filed of record in the Official Public Records of Real Property of Harris County, Texas.

SECTION 1.12. **ASSOCIATION** - ANTOINE FOREST ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns..

SECTION 1.13. **LIEN** - The lien discussed in Article VII, which secures the payment of the Assessments.

SECTION 1.14. **LOT OR LOTS** - Each of the Lots shown on the Plat, excluding any Reserves.

SECTION 1.15. **MAINTENANCE FUN** - Any accumulation of the Annual Maintenance Assessment of Special Assessment collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Declaration.

SECTION 1.16. **MEMBER OF MEMBERS** - All Owners of Lots who are Members of the Association as provided in Article VI of this Declaration.

SECTION 1.17. **MORTGAGE** - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all improvements thereon.

SECTION 1.18. **OCCUPANT VEHICLES** - Vehicles that are parked on a Lot or street adjacent to a lot for four (4) or more hours per day, four (4) or more days in any seven (7) day period. Occupant Vehicles may not be vehicles defined as “prohibited” or “stored” vehicles, pursuant to Section 3.5.

SECTION 1.19. **OWNER OR OWNERS** - Any person or persons, firm, corporation or other entity or any combination thereof that is the record Owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

SECTION 1.20. **PLAT** - The official plat of Antoine Forest Estates, filed of record

in Volume 275, Page 77 of the map Records of Harris County, Texas.

SECTION 1.21. PRIOR RESTRICTIONS - That certain instrument entitled ‘DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LOTS IN ANTOINE FOREST ESTATES, A SUBDIVISION IN HARRIS COUNTY, TEXAS’; executed on or about March 16, 1979 and filed of record on July 11, 1979 in the Official Public Records of Real Property of Harris County, Texas, under County Clerk’s File No. G152466 and Film Code No. 140-87-0260, et seq., as amended on or about September 28, 1989 by that certain instrument entitled ‘HOMECRAFT LAND DEVELOPMENT, INC. TO THE PUBLIC’, filed of record under County Clerk’s File No. G261382 and Film Code No. 140-87-0260 in the Official Public Records of Real Property of Harris County, Texas.

SECTION 1.22. REIMBURSEMENT ASSESSMENT - A charge against a particular Owner and its Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, for any violation of this Declaration, the Articles of Incorporation, Bylaws, Architectural Guidelines, or any Rules and Regulations, pursuant to Section 7.9 hereof.

SECTION 1.23. RESERVE(S) - The Reserve(s) as shown on the Plat, if any.

SECTION 1.24. RESIDENTIAL DWELLING - The single family residence constructed on a Lot.

SECTION 1.25. SPECIAL ASSESSMENT - A special charge against every Owner and their Lot as approved by the Members, pursuant to Section 7.4.

SECTION 1.26. SUBDIVISION - All the Lots, save and except the Reserves, if any, together with all improvements new or hereafter situated thereon and all rights and appurtenances thereto.

ARTICLE II
GENERAL PLAN, RESERVATIONS, EXCEPTIONS, EASEMENTS
AND DEDICATIONS

SECTION 2.1 GENERAL PLAN AND DECLARATION. This Declaration is

established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Subdivision and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision. Every Lot in the Subdivision and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof. The Lots in the Subdivision shall be subject to the jurisdiction of the Association.

SECTION 2.2. PLAT. All dedications, easements limitations, rights-of-ways, restrictions and reservations shown on the Plat are also incorporated herein and made a part hereof 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 or on behalf of Declarant or any subsequent seller, conveying said property and or any part thereof, whether specifically referred to therein or not.

SECTION 2.3. EASEMENTS. As provided in the Prior Restrictions and reiterated herein, easements and right-of-ways for the construction, maintenance and repair of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant deemed fit to install in, across, and/or under the Subdivision, are reserved as shown on the Plat. Neither Declarant, the Association, nor any utility company using the easements shall be liable for any damage done by them or their assigns, agents, employees, or servants to fences, shrubbery, trees, flowers, or any other improvements located on the land covered by said easements. If ingress or egress to any Residential Dwelling is through any Common Area, any conveyances or encumbrances of such area is subject to the Owner's easement of ingress and egress to his Lot. Every Owner shall also have a right of easement and enjoyment to the Common Area, if any; provided, however, the Board shall have the power to suspend such right during any period of time an Owner shall be delinquent in the payment of any Assessment to the Association.

SECTION 2.4. UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM. An underground electric distribution system will be installed in that part of Antoine Forest Estates designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in Antoine Forest Estates. In the event that there are constructed within the Underground Residential subdivision structures containing multiple dwelling units such as townhouses, duplexes, or apartments, then the underground service area

embraces all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Declarant shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the Plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to the various Owners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a Residential Dwelling, or in the case of a multiple dwelling unit structure, the Owner/Declarant shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each Residential Dwelling involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric services to each Residential Dwelling shall be uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for Residential Dwelling, including homes, and if permitted by the restrictions applicable to the subdivision, townhouses, duplexes, and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Declarant or the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or

more mobile homes, Company shall not be obligated to provide electric service to any such mobile homes unless (a) Declarant has paid to the Company an amount representing excess in cost, for the entire Underground Residential Subdivision of the underground distribution system over the cost of equivalent facilities to serve such Subdivision, or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or Residential Dwelling over the cost of equivalent overhead facilities to serve such Lot or Residential Dwelling, plus (2) the cost or rearranging and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by Company to be necessary.

ARTICLE III
USE RESTRICTIONS

SECTION 3.1 SINGLE FAMILY RESIDENTIAL USE. All Owners shall use their Lots and the Residential Dwellings and any other buildings on their Lot, if any, for single family residential purposes only. As used herein, the term “single family residential purposes” shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (i) the public is not invited, permitted, or allowed to enter the Residential Dwelling or any structure or improvement upon such Lot and conduct business therein; (ii) no signs advertising such profession or business are permitted; (iii) no on-site employees are permitted, other than domestic servants; (iv) no visible storage or display of materials, goods, or products are permitted; (v) frequent deliveries by delivery vehicles are not permitted; (vi) no offensive activity or condition, noise and/or odor are permitted; and (vii) such use in all respects complies with the laws of the State of Texas, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term “single family residential purposes” shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents, their dependent grandparents and domestic servants; or (b) no more than two unrelated persons living together

as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, their dependent grandparents and their domestic servants.

SECTION 3.2. CARE-GIVING FACILITIES. No Lot shall be used for the operation of a boarding or rooming house, a residence for transients, a group home, family home, community home, half-way house, personal care facility, custodial care facility, day-care center, rehabilitation center, treatment facility, or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, day or night care of children or adults, activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental disabilities or illness, or other similar matters, unless any such facility is otherwise allowed by the terms of any law, which negates the provisions of restrictive covenants prohibiting same. Provided, however, (i) informal baby-sitting arrangements for three (3) or less children on an occasional or non-scheduled basis; (ii) on-going or scheduled care of two (2) or less children, plus the occupant's own children; and (iii) baby-sitting or care-giving performed by residents of the Subdivision for those related to the resident by blood, marriage, or adoption are excepted herefrom.

SECTION 3.3. GARAGE, ESTATE, OR YARD SALES. No Owner shall have more than one (1) garage, estate, yard or other type sale every twelve (12) months, which shall be limited to no more than three (3) days per sale.

SECTION 3.4. PARKING OF VEHICLES. Vehicles must be parked in the garage on a Lot, which was built to be used in conjunction with the Residential Dwelling on a Lot. Provided, however, a maximum of four (4) Occupant Vehicles, as that term is defined in Section 1.18, may be parked outside of the garage on the driveway (or other paved area approved by the Board of Directors) so long as no sidewalks are blocked or obstructed. No Occupant Vehicles shall ever be parked on any street, except for temporary parking incident to the contemporaneous use of such vehicle and this Section 3.4 shall be strictly construed for that purpose. Occupant Vehicles or vehicles operated by a visitor or guest may not be vehicles which are considered to be "stored" or "prohibited" vehicles, as those terms are used and defined in Section 3.5. No Owner shall park or permit his visitors, servants, tenants or guests to park their vehicles in a manner which blocks the ingress or egress of any person upon the property of another within the Subdivision or traffic on the public streets in the Subdivision.

SECTION 3.5 PROHIBITED VEHICLES. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats, and other watercraft, boat trailers, machinery or equipment of any kind, and vehicles which exceed six feet (6'), ten inches (10") in height, or eight feet (8') in width, or twenty-four feet (24') in length, shall be considered "prohibited" and may be parked only in enclosed garages or other enclosures approved by the Architectural Committee. Vehicles which are either obviously inoperable, or do not have current license plates and inspection stickers shall also be defined as "prohibited" vehicles and shall not be permitted in the Subdivision, except within enclosed garages or other enclosures approved by the Architectural Committee. "Stored" vehicles shall also be prohibited in the Subdivision and for purposes of this Section 3.5, a vehicle shall be considered "stored" if it is, without the prior approval of the Board: (i) not moved from the Lot for ten (10) consecutive days; or (ii) put up on blocks or covered with a tarpaulin and remains on blocks or so covered for ten (10) consecutive days. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Subdivision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Residential Dwelling. No vehicle of any type, prohibited or otherwise, may be parked on any vacant Lot.

SECTION 3.6. REPAIR OF VEHICLES. Vehicles may not be repaired on a Lot unless the vehicle being repaired is repaired in the driveway or inside a garage or other approved enclosure. Provided, further, repairs of vehicles must not exceed one (1) day in any seven (7) day period of time.

SECTION 3.7. GRASS. Prior to sale thereof, each Lot with a Residential Dwelling thereon shall be sodded with grass.

SECTION 3.8. LOT AND BUILDING MAINTENANCE. The Owners and/or occupant(s) of all Lots shall at all times: (i) keep all trees, bushes and shrubs neatly trimmed; (ii) keep all weeds and grass thereon cut and edged; and (iii) otherwise keep, maintain and use such Lots in a sanitary, healthful and attractive manner. No Owner or occupant of a Lot shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning of any materials is prohibited. No Residential Dwelling or other building, structure, or improvement upon any Lot

shall be permitted to fall into disrepair, and each such Residential Dwelling, building, structure, or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. Every Owner and occupant of any Lot shall keep and maintain all patios, curbs, walkways, driveways, and other similar paved surfaces, abutting or thereon, as necessary, to maintain them in a clean, sealed and neat appearance. In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the above requirements, such default continuing after ten (10) days written notice thereof, the Association through its Board of Directors, its agents, servants or employees, may, without liability to Owner or occupant, in trespass or otherwise, but without being under any duty to do so, enter upon said Lot and cut, or cause to be cut, such trees, shrubs, weeds and grass and remove, or cause to be removed, or do anything necessary to secure compliance with this Section 3.8 and to place such Lot, Residential Dwelling, other building, structure, or improvement in a neat, attractive, healthful and/or sanitary condition, and shall charge the Owner or occupant of such Lot for the cost of such work. The Owner and/or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement within ten (10) days of receipt thereof. Any sums not paid shall become a part of the Lien established in Article VII of this Declaration.

SECTION 3.9 **NUISANCES.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive, odorous or detrimental to any other Lot in the vicinity thereof or to its occupants. Noisy outside construction or yard work or noisy interior construction work shall not be permitted before 8:00 o'clock a.m. and shall not be permitted after 8:00 o'clock p.m. No nuisance or annoyance of any type shall be permitted to exist or operate upon any Lot. The Board is empowered to determine what activity constitutes a nuisance or annoyance in violation of this Section 3.9.

SECTION 3.10. **TRASH CONTAINERS/YARD CLIPPINGS.** No garbage or trash shall be placed or kept within the Subdivision except in covered or closed containers. Recycling bins, if allowed by the Subdivision's then current waste contractor, shall also be allowed. In no event shall trash containers, recycling bins or yard clippings be maintained on a Lot so as to be visible from any street, except to make the same available for collection and then only the night before and day of such collection.

SECTION 3.11. **CLOTHES DRYING.** No outside clothesline or other outside

facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from any street or other Lot.

SECTION 3.12. **ANIMALS.** No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. In no event may the number of animals kept outside the Residential Dwelling exceed four (4). No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from a neighboring Lot. The Board shall have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this section, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any Lot is reasonable. The Board shall have the right to adopt further reasonable rules and regulations providing for the control of animals in the Subdivision.

SECTION 3.13. **SIGNS.** No sign of any kind shall be displayed to public view on any residential Lot, except one (1) sign from each of the following categories of not more than five (5) square feet area, which is used to: (a) advertise the property for sale; (b) indicate security services; (c) identify the builder or contractor while original construction of a Residential Dwelling is in progress on such Lot; (d) promote a political candidate, party or issue for a one (1) month period starting no earlier than one (1) month prior to the date of the election or referendum; or (e) such other signs as approved by the Board of Directors. In the event of default on the part of any Owner or occupant of any Lot in complying with the terms of this Section 3.13, the Association, through its Board or the Board's agents, servants or employees may, without liability to the Owner or occupant, in trespass or otherwise remove or cause to be removed and destroyed the signs in violation of this Section 3.13.

SECTION 3.14. **WINDOW COVERINGS.** Unless otherwise approved by the Architectural Committee, windows in Residential Dwellings shall not be covered with untraditional window coverings, including by way of illustration, but not limitation: foil; boards; bedsheets; newspaper; paper or cardboard.

SECTION 3.15. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any walls, tanks, tunnels, mineral excavations or shafts

be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 3.16. STORAGE. Without the prior written consent of the Architectural Committee, no building materials of any kind or character, which are visible from any street or other Lot, shall be placed or stored on any Lot more than thirty (30) days before the construction of a Residential Dwelling, structure or other improvement is commenced. All materials permitted to be placed on a Lot shall be placed within the property line of the Lot.

SECTION 3.17. SEWAGE DISPOSAL AND WATER WELLS. No water well, cesspool or other individual sewage system shall be constructed or used on any Lot.

SECTION 3.18. DRAINAGE. No wall, fence, structure, hedge, trees, shrubs or other obstacles shall be planted, erected, and/or constructed so as to prevent natural surface drainage across the adjoining Lots. No structure, planting or other materials shall be placed or permitted to remain or other activity undertaken which may damage or interfere with established slope ratios, create erosion or slippage problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope controlled areas of each Lot and all improvements in them shall be maintained by the Owner of the Lot (except for those improvements for which a utility company is responsible) in such a manner as to comply with this Section 3.18 so as not to cause harm or interference with the natural surface drainage of any adjoining Lots.

ARTICLE IV **ARCHITECTURAL RESTRICTIONS**

SECTION 4.1. DWELLING SITE AND CONSTRUCTION. The livable area of the main Residential Dwelling, exclusive of open or screened porches, stoops, open terraces, garages, or detached servants quarters shall not be less than 2000 square feet. No Residential Dwelling or other improvements on a Lot shall exceed two and one-half (2 1/2) stories in height. The exterior material of one-story Residential Dwellings shall be not less than fifty-one percent (51 %) masonry or its equivalent, or twenty-five percent (25 %) masonry or its equivalent in the case of two-story or two and one-half story Residential Dwellings, unless otherwise approved by the Architectural Committee.

SECTION 4.2. BUILDING LOCATION. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback

lines shown on the Plat. No building shall be located nearer than five (5) feet to any interior Lot line on Lots other than corner Lots, nor nearer than ten (10) feet to any interior Lot line on a corner Lot, except that a garage or other permitted accessory building may be located within three (3) feet on an interior Lot line, so long as ten (10) feet are maintained between buildings. No Residential Dwelling nor any part thereof shall be located on any interior Lot nearer than fifteen (15) feet to the rear Lot line. No other buildings or improvements shall be closer than five (5) feet to any rear Lot line, unless otherwise approved by the Architectural Committee. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another lot. For the purposes of these restrictions, the front of each Lot shall coincide with the be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Committee, each Residential Dwelling shall face the front of the Lot.

SECTION 4.3. MINIMUM LOT AREA. No Lot shall be resubdivided, nor shall any building be erected or placed on any Lot having area of less than 5,000 square feet. Provided, however, nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Subdivision of such resubdivision has been approved by the Architectural Committee and results in each resubdivided Lot containing not less than the minimum Lot aforesaid; it being the intention of this restriction that no building plot within the Subdivision contain less than the aforesaid minimum area. Any Lots so resubdivided shall be considered a ‘Lot’ for all purposes of this Declaration.

SECTION 4.4. WALLS, HEDGES AND FENCES. Walls and fences shall not be placed in front of any minimum building setback line nor between the side street line and the minimum building setback line from the side street. No wall or fence shall be more than eight feet (8’) in height, unless otherwise approved by the Architectural Committee. Hedges in excess of two feet (2’) in height shall not be planted or maintained in front of the building setback line without the written approval of the Architectural Committee. Chain link and wire fences are specifically prohibited and all other fences must be approved prior to construction or replacement by the Architectural Committee. Unless a fence or wall is completely located on one Owner’s Lot, the reasonable repair and maintenance of wall or fence shall be shared in equal proportions by the Owners who make use of the wall or fence.

SECTION 4.5. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge

or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 4.6. TEMPORARY STRUCTURES. No structures of a 'temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other out-building structure or building, other than a permanent Residential Dwelling to be built thereon, shall be placed on any Lot, either temporarily or permanently and no Residential Dwelling, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location. Provided, however, the following structures shall be permitted: (a) children's playhouses or playground equipment as defined in Section 4.7; (b) greenhouses and storage buildings, which shall not extend more than the height of the fence surrounding the Lot nor be more than ten feet (10') in width and ten feet (10') in length, unless otherwise approved by the Architectural Committee; and (c) such other structures approved by the Architectural Committee.

SECTION 4.7. PLAYGROUND. No jungle gyms, swing sets or similar playground equipment shall (i) be erected or installed in front of the back building line of any Residential Dwelling located on any Lot, nor (ii) exceed the height of the fence surrounding the Lot, unless approved in writing by the Architectural Committee. No recreational equipment or structures, such as basketball backboards and hoops, trampolines, etc., shall be erected or maintained on any Lot forward of the building setback line or side yard lines for corner Lots. Such recreational equipment or structures shall not be permitted to be used in such manner as to become a nuisance or annoyance to other Owners, nor shall any such recreational equipment or structures be installed, erected, or maintained on any vacant Lot.

SECTION 4.8. POOLS, SPAS AND HOT TUBS. No above-ground swimming pools shall be erected, constructed or installed on any Lot. This does not include decks, spas and hot

tubs, and/or children's plastic pools of less than ten feet (10') in diameter. All pools, spas and hot tubs shall be fenced and maintained in a healthful, safe and sanitary condition.

SECTION 4.9. CARPORTS/GARAGES. No carports shall be constructed on any Lot without the prior written consent of the Architectural Committee. All garages shall be fully operable and constructed in such a manner as to, at all times: be physically capable of housing at least two (2) automobiles; and (ii) not exceed the main residential structure in height or number of stories. Garage entrances shall be enclosed by residential type wood or metal garage doors. Garage doors shall remain closed, except when the garage is actively being used.

SECTION 4.10. AIR CONDITIONERS. No window, roof or wall type air conditioner or heat pump that is visible from any street or any other Lot, shall be used, placed or maintained on or in any Residential Dwelling, garage or other building.

SECTION 4.11. ROOF AND ROOF VENTILATIONS. All roofs, including replacement roof covering materials, shall be 235 pound composition shingles of wood tone color, unless otherwise approved in writing by the Architectural Committee in compliance with the Architectural Guidelines. Provided, however, the following types of roofing covering materials are specifically not allowed: sheet metal; corrugated metal or plastics; roll roofing; membrane or built up roofs when visible from any street; and sprayed on roofing material. All roof ventilators (other than ridge ventilations) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure and not be visible from any street. The Architectural Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that because of a particular roof design cannot be hidden from public view.

SECTION 4.12. ENERGY CONSERVATION EQUIPMENT. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Residential Dwelling, improvement or other structures unless it is an integral and harmonious part of the architectural design, as determined in the sole discretion of the Architectural Committee. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any Lot.

SECTION 4.13. ANTENNAS AND FLAGPOLES. No electronic antenna or device of any type for transmitting or receiving electronic signal shall be erected, constructed, placed or permitted to remain on the exterior of any Residential Dwelling, garages, buildings, or improvements constructed on any Lot in the Subdivision or free standing on any Lot, except

television satellite reception discs. Unless otherwise approved by the Architectural Committee, television satellite reception discs shall not exceed six feet (6') in height and must be screened by a fence or other similar structure approved by the Architectural Committee, so as to conceal them from view of any street or other Lot. No flagpole shall be permanently erected on any property, unless prior written approval has been granted by the Architectural Committee.

SECTION 4.14. EXTERIOR LIGHTING. All exterior lighting must first be approved by the Architectural Committee, except for (i) traditional holiday decorative lighting which may be displayed for two (2) months prior to and one (1) month after any such holiday, (ii) low voltage shrubbery lighting installed at ground level.

SECTION 4.15. REBUILDING. In the event of fire or other casualty causing damage or destruction to a Lot, the Residential Dwelling or any other improvement located thereon, the Owner of such damaged or destroyed Lot. Residential Dwelling or other improvement shall within three (3) months after such fire or casualty contract to repair or reconstruct the damaged portion of such Lot, Residential Dwelling, or other improvement and shall cause such Lot, Residential Dwelling or other improvement to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved by the Architectural Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling or other improvement, to the end that the Residential Dwelling or other improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling or other improvement shall be razed and the Lot restored as nearly as possible to its original condition within one hundred twenty (120) days of its damage or destruction, as further provided in Section 4.16. For good cause, the Architectural Committee may extend the time frames established in this Section 4.15.

SECTION 4.16. COMPLETION OF CONSTRUCTION. Subject to any provisions contained in this Declaration, all exterior construction of the Residential Dwelling, building, structure, and other improvements, shall be completed no later than one hundred twenty (120) days from the date of commencement of construction and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, and all interior walls, ceilings and doors completed) shall be completed no later than six (6) months following the commencement of construction. Selection items, such as wallpaper, vinyl flooring, tile flooring, carpet, appliances,

electrical fixtures, and other items which are commonly referred to in the building industry as selection items, are not included within the requirements of this subsection. For the purposes hereof, the term “commencement of construction” shall be deemed to mean the date on which the foundation forms are set or the time work on the property commences if there is no foundation involved. For good cause, the Architectural Committee may extend the time frames established in this Section 4.16.

ARTICLE V
ARCHITECTURAL COMMITTEE

SECTION 5.1 APPROVAL OF BUILDING PLANS. No Residential Dwelling, building, improvement or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications showing the nature, kind, shape, height, color, materials and location of the proposed structure, have been approved in writing as to: harmony of exterior design and color with existing structures; location with respect to topography; and finished ground elevation in relation to surrounding structures and topography; and as to compliance with minimum construction standards and/or architectural guidelines adopted by the Architectural Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Committee, or its designated representative prior to the commencement of construction. The Architectural Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its discretion. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after the same are submitted to it and received by it, approval will not be required and the requirements of this Section will be deemed to have been complied with.

SECTION 5.2 MEMBERS OF THE ARCHITECTURAL COMMITTEE. The members of the Architectural Committee shall be composed of the Board of Directors of the Association or representatives appointed by the Board. Any representatives appointed by the Board shall serve under such conditions and terms as designated by the Board.

SECTION 5.3 POWERS OF THE ARCHITECTURAL COMMITTEE. By way of illustration, but not limitation, the Architectural Committee shall have the right to specify architectural and aesthetic requirements for all Residential Dwellings, improvements and other

structures, including, minimum setback lines, the location, height, and extent of fences, walls or other screening devices, the orientation of structures with respect to streets, walks, paths, and structures on adjacent property and a limited number of acceptable exterior materials, finishes and colors that may be utilized in construction or repair of improvements. The Architectural Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions imposed in this Declaration or that do not meet its Architectural Guidelines or that might not be compatible with the overall character and aesthetics of the Subdivision. The Architectural Committee may authorize variances from compliance with any of its Architectural Guidelines and procedures or from these restrictions relating to buildings, structures and improvements when circumstances such as topography, natural obstructions, hardship; however, when unique circumstances dictate. All variance grants shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the variance is granted, listing conditions imposed on the granted variance and listing specific reasons for granting of the variance. No variance so granted shall stop the Architectural Committee from denying a variance in other circumstances. Failure by the Architectural Committee to respond within forty-five (45) days to a request for a variance shall operate as a denial of the variance.

SECTION 5.4. ARCHITECTURAL GUIDELINES. The Architectural Committee shall promulgate Architectural Guidelines, which establish construction standards related to the nature, kind, shape, color, size, materials, and location of improvements and alterations thereto; provided, however, that such will serve as a minimum guideline and the Architectural Committee shall not be bound thereby.

SECTION 5.5. NO WAIVER OF FUTURE APPROVALS. Approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

ARTICLE VI

MANAGEMENT AND OPERATION OF SUBDIVISION

SECTION 6.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision

shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as provided for in this Declaration, the Articles of Incorporation and Bylaws. The business and affairs of the Association shall be managed by its Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, Articles of Incorporation, or the Bylaws.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Declaration, including without limitation, the right to grant utility and other easements on property owned by the Association for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land Owners or governmental entities on matters of maintenance, repair, administration, courtesy patrol or other matters of mutual interest. No part of the Common Area, if any, may be mortgaged or conveyed without the consent of at least two thirds (2/3rds) of the Owners, excluding Declarant.

SECTION 6.2. MEMBERSHIP IN ASSOCIATION. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until Ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the Ownership of each Lot and may not be separated from such Ownership. All Members must provide their current mailing address to the Association in writing, if different from that of the Residential Dwelling on the Lot owned by the Member.

SECTION 6.3. VOTING OF MEMBERS. All Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Section 6.2. Notwithstanding anything contained in this Declaration to the contrary, Owners of any Lot or Lots re-subdivided pursuant to Section 4.4, shall nonetheless still be entitled to one vote per Lot, as depicted on the Plat. Any Owner owning less than all of a Lot as reflected on the Plat, shall be entitled to a proportional fraction vote equal to the percentage of the Lot so owned. When more than one person holds interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 6.4. LEASES. All leases of any Residential Dwellings must: (a) be in writing; and (b) provide that such leases are specifically subject to the provisions of the Declaration, the Articles of Incorporation, Bylaws, and Architectural Guidelines of the Association, and that any failure of the lessee to comply with the terms of these documents shall be a default under such leases. Additionally, each Owner shall furnish the lessee with a current copy of the Declaration and any Rules and Regulations adopted by the Board on or before the effective date of the lease.

SECTION 6.5. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual Member of the Board to any liability to the Association, its Members or any other party.

SECTION 6.6. INDEMNIFICATION OF OFFICERS AND DIRECTORS. The Association shall indemnify each officer and Director of the Association to the fullest extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act, as the same may be amended from time to time.

ARTICLE VII

ASSESSMENTS

SECTION 7.1. CREATION OF PERSONAL OBLIGATION AND THE LIEN FOR ASSESSMENTS. The Owner of each Lot in the Subdivision is hereby subjected to the following charges:

- (i) Annual Maintenance Assessments;
- (ii) Special Assessments; and
- (iii) Reimbursement Assessments.

Such Assessments are to be established and collected as hereinafter provided. The Assessments, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Additionally, by the execution of this Declaration or acceptance of a deed to any Lot in the Subdivision after the date this Declaration is filed or record in the Official Records of Harris County, Texas, the Owner of the Lot is deemed to covenant and agree that said Lot is subject to a Lien for the Assessments, as well as all interest, costs of collection and reasonable attorney's fees.

SECTION 7.2. PURPOSE OF ANNUAL MAINTENANCE ASSESSMENTS. The Annual Maintenance Assessment shall be used to create a fund to be designated and known as

the "Maintenance Fund", which Annual Maintenance Assessment will be paid by the Owner or Owners of each lot within the Subdivision, to the Association, on or before January 1 of each year (with the exception of the 1995 Annual Maintenance Assessment which shall be due as set forth in Section 7.6 below) in advance annual installments, commencing on a date and in a manner to be promulgated by the Board of Directors of the Association. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided as the needs for the Subdivision may, in the judgment of the Board of Directors of the Association, require. Such Annual Maintenance Assessment shall be uniform, except as hereinafter provide. The Association shall use the proceeds of the Maintenance Fund for the use and benefit of all Owners of the Subdivision. It is understood that the judgment of the Board of Directors of the Association in the expenditure of the Maintenance Fund shall be final and conclusive so long as said judgment is exercised in good faith.

SECTION 7.3 **MAXIMUM ANNUAL ASSESSMENT.** The maximum Annual Maintenance Assessment commencing with the 1995 Annual Maintenance Assessments shall be \$75.00 per Lot per year, but may be increased as set forth below:

- (i) The Board may increase the maximum Annual Maintenance Assessment five percent (5%) above the previous year's maximum Annual Maintenance Assessment without a vote of the members.
- (ii) Any increase in the Annual Maintenance Assessment in excess of five percent (5%) of the previous year's maximum Annual Maintenance Assessment shall require the approval of a majority of the Members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.
- (iii) The Board of Directors may fix the Annual Maintenance Assessment for any given year at an amount not to exceed the maximum permitted herein.

SECTION 7.4. **SPECIAL ASSESSMENTS.** In addition to the Annual Maintenance Assessment authorized herein, the Association may levy Special Assessments from time to time, provided the Special Assessments receive the affirmative vote of a majority of the Members represented in person or by proxy at a meeting of the Members called for said purposes. Special Assessments shall be used exclusively to defray, in whole or in part, any expenses not anticipated by the operating budget then in effect, or to replace part or all of the Maintenance Fund reserve.

SECTION 7.5. RATES OF ASSESSMENTS. Both Annual and Special Assessments on all Lots must be fixed at uniform rates as follows:

- (i) Occupied Lots: Those Lots containing a completed Residential Dwelling shall be assessed the full assessment as set by the Board of Directors of the Association;
- (ii) Vacant Lots: Those lots which are vacant or upon which a Residential Dwelling is under construction shall not be assessed.

The rate of the Annual Maintenance Assessments and Special Assessment may change and the amount due prorated as the character of the Lot changes in any given year.

SECTION 7.6. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENTS. The Annual maintenance Assessments provided for herein shall commence as to all lots on the date this Declaration is filed of record in the Official Records of Harris County, Texas, and the 1995 Annual Maintenance Assessment shall be immediately due and payable. Starting with the 1996 Annual Maintenance Assessment, the Board of Directors shall fix the amount of the Annual Maintenance Assessment against each lot at least thirty (30) days in advance of January 1 of each Annual Maintenance Assessment period. Written notice of the Annual Maintenance Assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. The Association or its managing agent (if approved by the Board of Directors of the Association) shall also be entitled to charge a reasonable transfer fee for changing the names of members in the records of the Association.

SECTION 7.7. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest amount allowed by law; a late charge may also be imposed in such instances, provided the late charge does not exceed ten percent (10%) of the delinquent Assessment. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the assessment lien against the lot once it has been established. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the

recreational facilities, if any, or abandonment of the Lot.

SECTION 7.8. SUBORDINATION OF THE LIEN TO MORTGAGES. Once established pursuant to Section 7.2 hereof, the Lien shall be subordinate to the lien of any Mortgage. Sale or transfer of any Lot after the establishment of the Lien shall not affect the Lien. The sale or transfer of any lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof; however, shall extinguish the Lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the Lien thereof.

SECTION 7.9. REIMBURSEMENT ASSESSMENTS. - The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or the Member's family, guests, or tenants to comply with this Declaration, the Articles of Incorporation, the Bylaws, Architectural Guidelines, or any rules and regulations shall have resulted in the expenditure of funds by the Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association ten (10) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing. Any Reimbursement Assessments levied against a Member shall also be secured by the Lien against the Lot owned by the Member.

ARTICLE VIII **INSURANCE**

The Board shall have the authority to determine whether or not to obtain insurance for the Association, and if insurance is obtained, the types and amounts thereof. In the event that insurance is obtained for the Association, the premiums for such insurance shall be an expense of the Association. Each Owner (and not the Association) shall be responsible for deciding to obtain and paying the expense of insurance for his Lot and his Residential Dwelling, its contents and furnishings, as well as obtaining personal liability insurance.

ARTICLE IX **AMENDMENT TO DECLARATION AND DURATION OF DECLARATION**

SECTION 9.1. AMENDMENT. The terms of this Declaration may be amended at any time by an instrument signed by those Owners owning at least two-thirds (2/3rds) of the Lots within the Subdivision. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

SECTION 9.2. **DURATION.** This Declaration shall remain in full force and effect until twenty (20) years after it has been filed of record, and shall be extended automatically for successive ten (10) year periods thereafter; provided however, that this Declaration may be amended at any time, as set forth in Section 9.1.

ARTICLE X

EXISTING VIOLATIONS

SECTION 10.1. **EXISTING VIOLATIONS.** If there exists on the Effective Date of this Declaration, any Residential Dwelling, building, improvement, or other structure which is not in violation of the Prior Restrictions, such Residential Dwelling, building, improvement, or other structure shall be deemed to be in compliance with this Declaration by all parties having the right hereunder to compel compliance. Provided, however, should any Residential Dwelling, building, improvement or other structure or any part thereof that would, but for this exception, constitute a violation of this Declaration be destroyed or otherwise removed after the Effective Date then any replacement thereof must be constructed in compliance with all the terms of this Declaration.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. **SEVERABILITY.** In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

SECTION 11.2. **NUMBER AND GENDER.** Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 11.3. **ARTICLES AND SECTIONS.** Article and section headings in this Declaration are for convenience of reference and shall not affect the construction or interpretation of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 11.4. **DELAY IN ENFORCEMENT.** No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or

recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 11.5 **ENFORCEABILITY.** This Declaration shall run with the Lots in the Subdivision and shall be binding upon and to insure the benefit of and be enforceable by the Association and each Owner of a Lot in the Subdivision, or any portion thereof, and then respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner or occupant of a Lot by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated this Declaration.

SECTION 11.6. **REMEDIES.** In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Declaration, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

SECTION 11.7 **GOOD FAITH LENDER'S CLAUSE.** Any violation of this Declaration shall not affect any lien or deed of trust of record held in good faith, upon any Lot or any part hereof, which liens may be enforced in due course, subject to the covenants, conditions, and restrictions contained herein.

IN WITNESS WHEREOF, the undersigned, either in person or by and through their attorney-in-fact, representing a majority of the Owners of Lots in the Subdivision for the purpose of acknowledging their consent and approval to the amendment of the Prior Restrictions have executed this instrument to be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas.