

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE HAVEN AT KIETH HARROW

RP-2023-323115

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
HAVEN AT KIETH HARROW**

This Declaration of Covenants, Conditions and Restrictions for Haven at Kieth Harrow is made on the date hereinafter set forth by the Declarant (hereinafter defined).

Declarant is the owner of the Property (as hereinafter defined). Declarant desires to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property. This Declaration (as hereinafter defined) is intended to provide a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. In furtherance of such plan, Declarant has caused or intends to cause Haven at Kieth Harrow Owners Association, Inc. to be formed as a Texas nonprofit corporation to own, operate and maintain the Common Areas (as hereinafter defined) and to administer and enforce the provisions of this Declaration.

Declarant hereby declares that all of the Property shall be held, sold, used and conveyed subject to the easements, restrictions, covenants and conditions contained in this Declaration which shall run with the title to the Property. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of Declarant, the Association (as hereinafter defined), the ACA (as hereinafter defined) and each owner of any portion of the Property.

**ARTICLE I
DEFINITIONS**

Wherever used in this Declaration, the following words and/or phrases shall have the following meanings, unless the context clearly requires otherwise:

1.1 “Annexable Property” means real property that may be added to the Property and subject to this Declaration by Declarant.

1.2 “Architectural Control Committee” or “ACC” shall mean and refer to the Architectural Control Committee provided for in Article IV hereof.

1.3 “Association” shall mean and refer to Haven at Kieth Harrow Owners Association, Inc., a Texas nonprofit corporation, its successors and assigns, as provided for in Article V hereof.

1.4 “Association Fencing” means that certain fencing installed by Declarant, if Declarant so elects, including, without limitation, the screening wall and/or fence around the perimeter of the Property, which shall be part of the Common Area which the Association shall have the obligation to maintain, repair and replace.

1.5 “Board of Directors” means the board of directors of the Association.

1.6 “Builder” shall mean and refer to any person or entity who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person’s or entity’s business.

1.7 “Buildings” shall mean and refer to that or those structures situated upon a Lot containing the Dwelling Unit(s) or living quarter(s) of the occupants, and shall exclude any secondary or detached

buildings or structures such as storage buildings or improvements. The Buildings shall consist solely of Duplexes.

1.8 Intentionally reserved.

1.9 "Common Area" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Area" shall mean and refer to the Common Area as defined respectively in the Declaration and all Supplemental Declarations referred to hereinafter. Common Area also includes without limitation, (i) any pipeline easements, drainage easements, utility easements not within platted Lots, landscape reserves and recreational reserves, (ii) all areas subject to private drainage easements, as shown on the Subdivision Plat, (iii) all areas subject to private streets and access easements as shown on the Subdivision Plat, and (iv) all perimeter fences and walls around the Property.

1.10 "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Area, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners in the Subdivision, constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of this Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation; storage or protection of equipment; fountains; statuary; sidewalks; gates; common driveways; landscaping; and other similar and appurtenant improvements. References herein to "the Common Facilities" or any "Common Facility" shall mean and refer to the Common Facilities as defined respectively in the Declaration and all Supplemental Declarations.

1.11 "County" means the County of Harris.

1.12 "Declarant" shall mean and refer to Davidson Homes, LLC, an Alabama limited liability company, and its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume such duties and obligations of Declarant with respect to the Lots acquired by such successor or assign in a document that is Recorded. There may be more than one Declarant if Declarant makes a partial assignment of the Declarant status.

1.13 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Haven at Kieth Harrow, and any amendments and supplements thereto made in accordance with its terms.

1.14 "Development" means the Property and the Annexable Property.

1.15 "Development Period" means the period commencing upon the date of this Declaration and expiring upon the earlier of (i) when Declarant does not own any real property within the Property, or (ii) when Declarant executes a document stating that the Development Period has terminated, which termination document may be executed during the period when Declarant still owns real property within the Property.

1.16 "Duplex" shall mean and refer to a Dwelling Unit constructed on a Lot as part of a Building joined together by one other Dwelling Unit by a shared wall and/or roof and/or foundation. A Building consisting of only two Dwelling Units shall be a Duplex.

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1.17 “Dwelling Unit” shall mean and refer to a Building, or space within a Building designed and intended for the residential occupancy of one family.

1.18 “Improvements” shall mean all structures and Buildings and any appurtenances thereto of every type and kind which are visible on a Lot and Common Facilities on Common Area.

1.19 “Lot” or Lots” shall mean and refer to each of the lots shown upon the recorded Subdivision Plat which are restricted hereby to use for residential purposes, but only if such parcel(s) has in place the infrastructure (including utilities and streets) necessary to allow construction of a Duplex thereon. Common Areas and areas deeded to a governmental authority or utility, together with all improvements thereon, shall not be included as part of a Lot.

1.20 “Member” means any person, corporation, partnership, joint venture or other legal entity that is a member of the Association pursuant to the terms of Article V hereof.

1.21 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having any interest in the mineral estate. The term “Owner” shall include any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure.

1.22 “Property” means the real property described on **Exhibit “A”** attached hereto (other than areas dedicated to the County) and such additional property as is brought within the jurisdiction of the Association and made subject to this Declaration.

1.23 “Record”, “Recording” or “Recorded” means the filing of a legal instrument in the Public Records of Harris County, State of Texas, or such other place as may be designated the official location for filing deeds, plats, and similar documents affect title to real property.

1.24 “Subdivision Plat” means that certain Plat of Haven at Kieth Harrow, filed and recorded under Clerk’s File No. 2023-92669 of the Real Property Records of Harris County, Texas.

1.25 “Supplemental Declaration” means a Recorded instrument, which subjects additional property to this Declaration and/or imposes restrictions and obligations on the land described in the instrument.

1.26 “Vacant Lot” means a Lot that does not have thereon a Dwelling Unit that has been occupied at any time (past or current) for residential purposes.

ARTICLE II RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.1 The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are 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, conveying said property or any part thereof, whether specifically referred to in such contract, deed or conveyance.

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2.2 Declarant reserves the easements and right-of-ways as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, water, cable or any other utility Declarant sees fit to install in, across and/or under the Properties.

2.3 Neither Declarant nor any utility company using the easements or rights-of-way as shown on the Subdivision Plat, or that may otherwise be granted or conveyed covering the Property, or any portion thereof, shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owners situated on the land covered by any such easements or rights-of-way, unless negligent.

2.4 It is expressly agreed and understood that the title to any Lot or parcel of land within the Property conveyed by Declarant by contract, deed or other conveyance shall be subject to an easement for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or cable purposes and no deed or other conveyance of the Lot shall convey any interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said Property or other lands appurtenant thereto. The right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved to Declarant.

2.5 Declarant reserves on behalf of the Association, an easement on, over, across and under each portion of the Property to comply with the obligations of the Association set forth herein including without limitation, those obligations contained in Section 5.6 thereof and those obligations contained in Article IX hereof.

ARTICLE III USE RESTRICTIONS

3.1 Land Use and Building Type. All Lots shall be known and described as Lots for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one Duplex. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Lots for mobile homes, garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes; provided, however, that Declarant and its designated assignees may use one or more Lots, or the Duplex situated thereon as sales offices and/or furnished models, and an Owner may use his residence for his own private professional use as long as such use does not supersede the primary use of the Dwelling Unit as a residence. Nothing herein shall prevent a Lot from being leased by the Owner to one or more persons to be used for residential purposes.

The following specific restrictions and requirements shall apply to all Lots in the Property.

(a) Outbuilding: No lawn storage building and/or children's playhouse and/or other structure other than a Dwelling Unit shall be placed or maintained on a Lot.

(b) Garages: No garage shall ever be changed, altered or otherwise converted for any purpose inconsistent with the housing of automobiles at all times. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

(c) Decks: Decks may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment. The location of the deck should not pose a problem to the effective drainage of the Lot or neighboring Lot and cannot be higher than 18” above natural ground. The paint color of the deck should blend with or match the house.

(d) Patio Covers: Patio covers attached to the Dwelling Unit should be integrated into the existing roof line (flush with eaves). If the cover is to be shingled, shingles must match the roof of the house. The entire cover and posts should be trimmed, and the paint color should blend with or match the color of the house. Wooden or metal column supports must be painted to match the house. No pipe supports are allowed. The cover must not be visible from the street in front of the Lot.

(e) Exterior Walls: No residences shall have less than twenty percent (20%) brick, or equivalent masonry construction, on its first floor front exterior wall area.

(f) Roof Materials: Unless otherwise approved in accordance with the last sentence of this subsection (f) the roof of all buildings on the Property shall be constructed or covered with asphalt composition laminated shingles, or better material with Architectural Control Committee approval, with a minimum manufacturer guarantee of twenty-five (25) years. The color of any shingles shall be of wood-tone, earth-tone or in harmony with earth-tone and shall be subject to written approval by the Architectural Control Committee prior to installation. Any other type roofing material may be used only if approved in writing prior to installation by the Architectural Control Committee.

(g) Air Conditioners: No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or on any Lot, except in temporary buildings and then only if approved in writing by the Architectural Control Committee prior to installation or placement. All air conditioner compressors on corner Lots must be screened from view from all streets by wooden fencing approved by the Architectural Control Committee. All air conditioner compressors on non-corner Lots must be screened from view from all streets and adjoining Lots by landscaping approved by the Architectural Control Committee.

3.2 Landscaping. The grass, shrubs and trees on a Lot shall be of a type and within standards approved by the Architectural Control Committee. The Owner or builder of each Lot, as a minimum, prior to completion of the construction of a Dwelling Unit shall solid sod with grass in the area between his Dwelling Unit and such Owner’s property line (other than areas planted with other landscaping, parking or driveway improvements). The grass, plants, shrubs and trees shall be of a type and within standards approved by the Architectural Control Committee’s landscape requirements. These landscape requirements may be revised by the Architectural Control Committee from time to time.

3.3 Location of the Improvements Upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the Subdivision Plat. Unless otherwise approved in writing by the Architectural Control Committee, each main residential building shall face the front of the Lot. For the purpose hereof, the term “front Lot line” shall mean the property line of a Lot that is adjacent and contiguous to a street, road or private access easement, the “front Lot Line” shall be the property line adjacent to a street, road or private access easement that has the shortest dimension, and the term “street side Lot line” shall mean and refer to all property lines of any Lots that are adjacent to a street, road or private access easement except the front Lot line, and the “interior side Lot line” shall mean and refer to all property lines other than the front Lot line and the street side Lot line. For the purposes of this covenant, eaves, steps, and unroofed terraces

shall not be considered as part of a building provided, however, this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residential building shall face the front building line.

3.4. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which is or may become an annoyance or a nuisance to the neighborhood. This restriction is not applicable in regard to the normal sales activities required to sell new homes in the Subdivision and the lighting effects utilized to display the model homes.

3.5 Use of Temporary Structures. No structure of temporary character, whether trailer, basement, tent, shack, garage, barn or other building shall be maintained or used on any Lot at any time as a residence, or for any other purpose; provided, however, Declarant reserves the right to grant the exclusive right to erect, place and maintain such facilities in or upon any portions of the Lots as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. Garages, if used during the development phase or new home construction as a sales office, are permissible provided it is converted to a regular garage capable of housing a minimum of two (2) automobiles prior to conveyance for occupancy by an Owner.

3.6 Playhouses, Pools, or Other Amenity Structures. No above ground pools, playhouses or fort style structures are permitted at all on any Lots. The intent of this provision is to offer optimum private enjoyment of adjacent properties. Additionally, playground equipment of any type or amenity structures of any type are permitted only when the specific Lot involved is completely enclosed by fences in accordance with Section 3.10.

3.7 Storage of Automobiles, Boats, Trailers, and Other Vehicles. No vehicle with or without motor may be parked or stored on any part of any Lot, easement, right-of-way, or Common Area unless such vehicle is concealed from public view inside a garage provided the doors may be closed and secured or other approved enclosure, except passenger automobiles, passenger vans or pick-up trucks that: (1) are in operating condition; (2) have current license plates and inspection stickers; (3) are in daily use as motor vehicles on the streets and highways of the State of Texas; and (4) which do not exceed six feet six inches in height, or seven feet six inches in width or twenty-one feet in length, and may be parked in the driveway on such Lot. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any Lot, easement, right-of-way, or Common Area unless such object is concealed from public view inside a garage provided the doors may be closed and secured or other approved enclosure. No storage, repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the Property, which includes overnight driveway parking. No motor bikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated in the Property, if, in the sole judgment of the Board of Directors, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owner, his tenants, and their families. The Board of Directors may adopt rules for the regulation of the admission and parking of vehicles within the Common Areas, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. If a complaint is received about a violation of any part of this section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of Subdivision facilities or of a house or houses in the immediate vicinity.

3.8 Mineral Operations. No derrick or other structures designed for the use in boring for oil or natural gas or their minerals shall be erected, maintained, or permitted upon any Lot, nor shall any tanks be permitted upon any Lot.

3.9 Animal Husbandry. No animals, snakes, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets may be kept provided they are not kept, bred or maintained for commercial purposes. No more than two common household pets will be permitted in each Dwelling Unit. If common household pets are kept, such pets must be restrained and confined on the Owner's Lot. It is the pet owner's responsibility to keep their Lot, other Lots, the Common Area and other portions of the Property clean and free of their pet's debris. Pets must be on a leash when away from the Owner's Lot.

3.10 Walls, Fences, and Hedges. No hedge in excess of three (3) feet in height, wall or fence shall be erected or maintained on any Lot unless approved by the Architectural Control Committee. No chain link fence type construction will be permitted on any Lot. All fences and walls shall be of cedar construction or better.

3.11 Maintenance Obligations. The drying of clothes in public view is prohibited. Similarly, all yard equipment (including water hoses), wood piles, or storage piles shall be kept screened by a fenced service yard or other similar facilities so as to conceal them from view of neighboring Lots, any street or other property. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garbage, trash or rubbish of any kind thereon be permitted. Burning of trash, garbage, leaves, grass or anything else will not be permitted. Trash, garbage or other waste materials shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids or as required by applicable municipal ordinance. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, such default continuing after ten (10) days' written notice thereof, being placed in the U.S. Mail without the requirement of certification, the Association or its assigns may, without liability to the Owner or occupant, enter upon said Lot and cause to be cut such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition, and may reasonably charge the Owner or occupant of such Lot for the cost of the work. Said charges shall become an assessment against the Lot as provided in Article VII. Minimum standards for lawns will be deemed violated if for any Lot the grass exceeds the height of six (6) inches or if the Board of Directors or their agent determined the presence of excess weeds not consistent with the standard of surrounding properties. Further, the Association or its assignee reserves the right to contract or arrange for regular garbage pick-up service for the Lot Owners. The Owners or occupant, as the case may be, by the purchase or occupancy of a Lot, agrees to pay for such work or service immediately upon receipt of a statement, and the amount thereof may be added to the regular assessments assessed against such Lot and become a charge thereon in the same manner as the regular assessments provided for herein. Trash cans and/or bags may not be stored or placed in an area visible from a street except on days trash is scheduled to be removed. Owners shall always be responsible for the maintenance of all landscaping including front, side and backyard lawns.

3.12 Signs, Advertisements, Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot except one sign of not more than five (5) square feet, advertising the property for sale or rent or signs used by a builder to advertise the property for sale during the

construction and sales period. All such signs must be approved by the Architectural Control Committee as to the location of such sign on the Lot, and no such signs shall be permitted on any Common Area without the approval of the Architectural Control Committee. In addition, the Architectural Control Committee shall have the right to approve of the color, design, lettering and size of such signs so that they appear uniform and in harmony with the Property. The Architectural Control Committee shall have the right to remove any nonconforming sign, advertisement or billboard or structure which is placed on a Lot or elsewhere on the Property and in so doing shall not be subject to any liability or damages for trespass, tort or otherwise in connection therewith arising from such removal. Notwithstanding the foregoing to the contrary, the right is reserved for Declarant and builders, provided consent is obtained from the Declarant, to construct and maintain signs, billboards, or advertising devices for the purpose of advertising for sale dwellings constructed by the Builders and not previously sold by such Builder.

3.13 Antennas. No electronic antenna or device of any type other than an antenna for receiving normal television signals and/or F.M. signals shall be erected, constructed, placed or permitted to remain on any Lot, or building constructed on any Lot, except with the approval of the Architectural Control Committee. Television antennas may be located inside of the attic so as to be completely concealed from public view. Additionally, no antenna, radio, T.V. tower, or antenna of any type or style shall be erected on any Lot either as an attached or a free-standing structure or be erected and supported by any type of guy wires. Notwithstanding the above, each Owner may install one satellite dish so long as said satellite dish does not extend more than six (6) feet above the ground, is not visible from the street in front of the Owner's Lot and is approved by the Architectural Control Committee.

3.14 Noise. Except in an emergency or when unusual circumstances exist (as determined by the Board of Directors), outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m. Each Owner shall cause any pet owned by such Owner not to bark or make an unreasonable amount of noise prior to 7:00 a.m. or after 9:00 p.m. and shall cause such pet not to make excessively loud noises between 7:00 a.m. and 9:00 p.m. which would cause a nuisance to any other Owner.

3.15 Underground Electric Service. An underground electric distribution system will be installed in the Property, designated herein as Underground Residential Subdivision, in accordance with an agreement between a provider of electrical utilities ("Electric Company") and Declarant. The Owner of each Lot containing a Dwelling Unit shall, at his 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 the Electric Company's metering at the structure to the point of attachment to be made available by the Electric Company at a point designated by the Electric 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 Owner's reciprocal easements providing for the 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 Dwelling Unit shall, at his 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 Dwelling Unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Dwelling Unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

3.16 Deviations in Restrictions. The Declarant, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth herein in instances where, in its sole judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing. Any deviations granted must be in the spirit and intent of the welfare of the overall community.

3.17 No Liability. Neither Declarant, the Board of Directors, nor the respective agents, employees and architects of each, shall be liable to any Owner or any other party for any loss, claim or demand asserted on account of the administration of these restrictions or the performance of the duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to the intent of this Declaration. No approval of plans and specifications and no publications of minimum construction standards shall ever be construed as representing such plans, specifications or standards will, if followed, result in a properly designed residential structure. Such approvals and standards shall be in no event be construed as representing or guaranteeing any residence will be built in a good, workmanlike manner. The acceptance of a deed to a Lot by the Owner shall be deemed a covenant and agreement on the part of the Owner, and the Owner's heirs, successors and assigns, that Declarant and the Board of Directors, as well as their agents, employees and architects, shall have no liability under this Declaration except for willful misdeeds.

3.18 Interpretation. If this Declaration or any word, clause, sentence, section, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern and may be corrected or clarified by Declarant's preparation, execution and recording of a supplement to the Declaration.

3.19 Flagpoles; Decorations. No flagpoles shall be permitted on any Lots except as permitted herein. With the approval of the Architectural Control Committee an Owner may attach a pole no longer than six feet in length to the Owner's home for the purpose of flying the flag of the United States of America, the State of Texas, the Armed Forces of the United States of America, or any seasonal banners or flags approved by the Architectural Control Committee. No Lot may contain any items intended to be decorative (except for flags and banners as approved above or by the Architectural Control Committee and except for landscaping) which are visible from any street, without the approval of the Architectural Control Committee. Items which are intended to be decorative shall include, but not limited to, plastic birds or flamingos, artificial plants or flowers, fountains, windsocks, lawn jockeys, topiaries, more than six (6) plant containers and statuary. Notwithstanding the foregoing to the contrary, an Owner may place decorations on their Lot in connection with the celebration of a holiday approved by the Architectural Control Committee provided such decorations are removed within thirty (30) days after the holiday and are set up no sooner than forty-five (45) days prior to the holiday.

3.20 Basketball Goals. Permanent basketball goals will only be permitted in the backyards of Lots and shall not be visible from the front of the Lot. On corner Lots, the backboard must be located behind the house and on the side of the yard closest to the adjacent Lot to minimize its visibility from the side street. The basketball goal backboard, net and post must be maintained in excellent condition at all times. Portable goals must be maintained in excellent condition at all times, and must have the pole, backboard, rim and net. Portable goals must be kept close to the front building line of the Lot (front edge of home) and are not allowed in the street, at the curb, or blocking the sidewalk. Portable goals must be stored in the garage when not in use. Portable goals should not become a nuisance to others.

3.21 Sidewalks. No sidewalk, walkway, improved pathway, deck, patio, driveway or other improvements shall be constructed on any Lot unless and until the plans and specifications therefor are submitted to and approved by the Architectural Control Committee as provided in Article IV below.

3.22 Maintenance of Lots. Each Owner shall at all times be obligated to maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed (i) the interior of the Owner's Dwelling Unit, (ii) all glass on the exterior of the Dwelling Unit, (iii) all lighting fixtures, (iv) all doors of the Dwelling Unit including front, interior, side, or back doors, if any (vi) the Dwelling Unit's garage door, (vii) the heating, ventilating and air conditioning facilities serving such Dwelling Unit, and (viii) the utility lines internal to such Lot. Owners shall be responsible for all exterior and interior maintenance and repair of such Owner's Dwelling Unit as well as landscaping.

3.23 Mailboxes. Cluster mailboxes will be installed to serve the Association.

3.24 Trash Collection. All Owners shall purchase and maintain trash receptacles as specified by the Architectural Control Committee to dispose of trash on trash pick-up days. In addition, all Owners shall comply with the requirements of the HOA and the trash service provider with respect to putting trash receptacles in an area of pick-up by the trash service provider and putting the receptacles away afterwards.

3.25 Drainage Alteration Prohibited. Unless approved by the Architectural Control Committee, no Owner will (i) alter the surface water drainage flows of a Lot as originally established at the time of initial construction of the Building; or (ii) install landscaping or other improvements that may interfere with, obstruct or divert drainage flows established by the Declarant or any Builder. The foregoing shall not prevent or limit the Declarant from performing any grading work and/or changing any surface water drainage flow on any Lot.

3.26 No Individual Water Supply System. No individual water supply system shall be permitted in the Development.

3.27 No Individual Sewage Disposal System. No individual sewage disposal system shall be permitted in the Development.

3.28 New Construction Only. Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of law maintenance equipment otherwise permitted by these Declarations, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

3.29 No Burning. Except within fireplaces in a Dwelling Unit and outdoor cooking, no person shall be permitted to burn anything within the Development.

3.30 No Interference with Easements. Within easements on each Lot, no structure, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.

3.31 Declarant and Builder Development and Construction. Notwithstanding any other provisions herein, the Declarant, and its successors and assigns, and any Builders, will be entitled to conduct on the Property all activities normally associated with, and convenient to, the development of the Property and the construction and sale of Buildings on the Property.

3.32 Burglar Bars. No burglar bars or similar attachments may be made to any Building at any time.

3.33 Driveways. Unless the Architectural Control Committee agrees otherwise, each Lot shall have driveway access to the street that the Building thereon faces. The Owner of each Lot shall construct and maintain at their expense a driveway from the garage on such Owner's Lot to an abutting street.

ARTICLE IV ARCHITECTURAL APPROVAL

4.1 Approval of Building Plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control 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 Control Committee, or its designated representative (the "Designated Representative") prior to the commencement of construction. The Architectural Control 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 entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents by the Architectural Control Committee, approval will not be required and the requirement of this Section will be deemed to have been fully complied with as long as any alterations, construction or renovations are completed within the guidelines provided within these restrictions or any amendments hereto. However, should an Owner move forward with such construction, alterations or exterior changes without submitting a written application for architectural review as required herein, the Owner will be in violation of the restrictions and hereby acknowledges the obligation to remove such improvements, at the option of the Declarant or the Association. The Architectural Control Committee is granted authority for up to one-hundred twenty (120) days to approve or deny any written application for architectural review after the fact of completion. In the event the completed improvements are not approved by the Architectural Control Committee on or before the expiration of said one-hundred twenty (120) days, then such application shall be deemed denied. Notwithstanding the foregoing, the Association has the right levy fines, to obtain a restraining order, or pursue any other process within the law to terminate or halt construction progress which has not been approved by the Architectural Control Committee. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, in its sole and absolute discretion, and its judgment shall be final and conclusive. All reasonable enforcement costs and attorney's fees incurred by the Association in connection with the Association's exercise of the right to obtain restraining order and/or temporary or permanent injunctions under this Section 4.1 shall be recoverable against the Owner and/or occupant in violation of this Declaration and the provisions hereof. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the residence on a Lot to pay all such reasonable costs of enforcement and attorney's fees immediately upon receipt of a statement therefor. In the event of the failure to pay such statement, the amount thereof may be added to the regular assessments assessed against such Lot and shall become a charge thereon which shall be collectible in the same manner as the regular assessments provided for in Article VII. In connection with its review and approval of the plans and specifications and plot plan as provided in this Declaration, it is expressly provided that the Architectural Control Committee shall have the authority to grant variances to allow encroachments upon and across building setback lines established pursuant to Section 3.3 hereof, and to permit other deviations from the specific requirements and limitations of this Declaration in those matters as to which the Architectural Control Committee is given approval authority. Any such variance or permission must be evidenced in writing signed by a majority of the Architectural Control Committee or by the Designated Representative thereof, and may be give or withheld in the sole and absolute discretion of the Architectural Control Committee or the Designated Representative, based on subjective or aesthetic reasons.

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4.2 Architectural Control. Architectural Control shall be controlled by the following two committees:

(a) New Construction Committee. The New Construction Committee shall have jurisdiction over all original construction on empty Lots. Declarant shall be the New Construction Committee until Declarant no longer owns a Lot; thereafter, the New Construction Committee shall cease to exist and all Architectural Control shall pass exclusively to the Architectural Control Committee.

(b) Architectural Control Committee. The Architectural Control Committee shall have exclusive jurisdiction over all modifications, additions or alterations made on or to the residences and other improvements on the Lots. The Architectural Control Committee shall consist of three (3) members who shall be appointed by the Board of Directors. A member of the Board of Directors may also serve on the Architectural Control Committee. The Architectural Control Committee may from time to time appoint a Designated Representative to act on its behalf. Any member of the Architectural Control Committee may be removed with or without cause by the vote of a majority of the remaining members of the Architectural Control Committee or Board of Directors, and in the event of a tie vote the Designated Representative may cast the deciding vote. In the event of the death, resignation or removal of any member of the Architectural Control Committee, the remaining member or members, or the Board of Directors if there is no remaining member shall have the power to appoint successor member(s) to the Architectural Control Committee. The Board of Directors may elect to assume the rights and powers, duties and obligations of the Architectural Control Committee at any time. The address for submission of applications for the architectural review may change from time to time.

4.3 Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve only as a minimum guideline and the Architectural Control Committee shall not be bound thereby or prohibited from imposing additional (even more stringent) requirements or adopting amendments to the Minimum Construction Standards to relax, reduce or otherwise modify such standards from time to time.

4.4 Remodeling, Renovation and Redecoration of Exterior Walls. No remodeling, renovation or redecoration of any exterior wall of any building on a Lot which in any manner changes the visual appearance of such exterior wall (including, but not limited to, changing the color, appearance, texture, or reflective character of any exterior surface; the addition or alteration of shutters, awnings or other window coverings; or the addition of wall applications) shall be allowed until the plans and specifications describing the work to be performed have been approved in writing by the Architectural Control Committee as provided in Section 4.1 above. Such remodeling, renovation or redecoration shall, for the purpose hereof, be deemed to constitute an alteration of the building subject to the provisions of Section 4.1.

4.5 Timing of Completion of Approved Items. All work approved by the Architectural Control Committee shall be completed within one (1) year after approval by the Architectural Control Committee or such short period that the Architectural Control Committee may specify in the notice of approval, unless completion is delayed due to causes beyond the reasonable control of the Owner, as determined by the Architectural Control Committee. All work and related Improvements shall be in compliance with the items approved by the Architectural Control Committee.

4.6 Improvements' Impact on Drainage. With respect to any improvements performed on a Lot and/or any alterations to the yard, the Owner shall take proper precautions to insure that such improvements do not (i) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the Building, or (ii) allow water to collect near the foundation of the Building. Although the Architectural Control Committee may comment on and/or deny the approval of plans because of the impact of the proposed improvements or alterations on surface water drainage, the Architectural Control Committee's comments or approval shall not constitute or be construed as a representation, warranty or guaranty that adverse surface water drainage problems will not occur and shall not be relied upon as such. The Owner is responsible for taking the necessary actions in order to avoid any surface water drainage problems, including, without limitation, engaging the services of a qualified consultant.

4.7 No Waiver. The approval by the Architectural Control Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Control Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval.

4.8 Variances. The Architectural Control Committee may authorize variances from strict compliance with the requirements herein, in any Minimum Construction Standards or any required procedures: (i) in narrow circumstances where the design meets the intent of the provision from which variance is sought and where granting the variance would enhance design innovation and excellence; or (ii) when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require. For purposes of this Section 4.8, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing as the sole or primary reason for requesting a variance shall not be considered a hardship warranting a variance. No variance shall be contrary to the terms of this Declaration and no variance shall be effective unless in writing. No variance shall estop the Architectural Control Committee from denying a variance in other circumstances.

4.9 Limitation of Liability. Neither the Declarant, the Association, the Board of Directors nor the Architectural Control Committee shall have any liability, individually or in combination, for (i) decisions made by (or failed to be made by) the Declarant, the Association, the Board of Directors or the Architectural Control Committee, or (ii) decisions in connection with the approval or disapproval or failure to disapprove or approve any plans and specifications submitted. Neither the Declarant, the Association, the Board of Directors nor the Architectural Control Committee shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Directors, the Architectural Control Committee nor any member of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Building and/or Lot. The Architectural Control Committee and its members shall be defended and indemnified by the Association as provided herein.

ARTICLE V THE ASSOCIATION

5.1 Membership and Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include

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persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each assessed Lot owned by an Owner.

The property Owner is required at all times to provide the Association with proper mailing information should it differ from the property address relative to ownership. Further, when an alternate address exists, Owner is required to render notice of a tenant, if any, or agency, if any, involved in the management of said property. The Owner is required and obligated to maintain current information with the Association or its designated management company at all times.

5.2 The Association shall have the following two classes of voting membership:

(a) Members other than Declarant. Except as provided in Section 3.2(b) below, Members shall be entitled to one vote for each Lot owned. However, when more than one person or Members holds an interest in any Lot, only one vote in total may be cast per Lot as the Owners of such Lot determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. The Association shall have no affirmative obligation to take any action to determine which Member is the person designated to cast the Lot's vote. If the Members fail to advise the Association of the person designated to cast the Lot's vote, then the Lot's vote shall be suspended if more than one person or entity seeks to exercise it.

(b) Declarant. Declarant shall be entitled to thirty (30) votes for each Lot owned by Declarant, regardless of whether the period is within or after the Development Period.

5.3 The Association – Duties and Powers. The Association is a Texas nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Certificate of Formation of the Association (the "Certificate of Formation"), the By-Laws of the Association (the "By-Laws") and this Declaration. The Association shall continue to exist until the Association is dissolved, regardless if the corporate status expires or lapses. All duties, obligations, benefits, liens and rights hereunder in favor of the Association shall be vested in said corporation.

5.4 By-Laws. The Association may make and establish such rules or By-Laws as it may choose to govern the organization and administration of the Association, provided, however, that such rules or By-Laws are not in conflict with the terms and provisions hereof. The right and power to alter, amend, or repeal the By-Laws, or to adopt new by-laws is expressly reserved by the Members.

5.5 Board of Directors. The affairs of the Association shall be conducted by the Board of Directors and such officers as the Board of Directors may elect or appoint, in accordance with the Certificate of Formation and the By-Laws. The Board of Directors shall have the powers granted in this Declaration, the Certificate of Formation and the By-Laws, all powers provided by Texas law and all powers reasonably implied to perform its obligations and/or duties provided herein.

5.6 Inspection of Records. The Members shall have the right to inspect the books and records for the Association at reasonable times during the normal business hours by appointment.

5.7 Limitation of Liability. The liability of an officer, director or committee member of the Association shall be limited as provided herein and in the Certificate of Formation.

5.8 Indemnification. Subject to the limitations and requirements of the Texas Business Organizations Code, as amended, and of the By-Laws, the Association shall indemnify every officer, director and committee member (including, without limitation, the Member(s) of the Architectural Control Committee) against all damages and expenses, including, without limitation, attorneys' fees,

reasonably incurred in connection with any threatened, initiated or filed action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited as provided under the Certificate of Formation. Additionally, subject to the limitations and requirements of the Texas Business Organizations Code, as amended, and of the By-Laws, the Association may voluntarily indemnify a person who is or was an employee, trustee, agent or attorney of the Association, against any liability asserted against such person in that capacity and arising out of that capacity.

5.9 Limitations on Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless there is 75% or greater vote of the Members (all classes counted together) approving such action. This Section 5.9 shall not apply however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions to enforce written contracts between the Association and a third party. Except as authorized by said vote, the Board of Directors shall not be liable for failing or refusing to commence litigation.

5.10 Insurance.

(a) *Required Coverages.* The Association, acting through its Board of Directors or its duly authorized agent, shall obtain and continue in effect, at a minimum the following insurance coverage, if reasonably available or, if not, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering loss or damage on a “special form” basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Areas and within the Common Facilities to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits and/or endorsement related thereto sufficient to cover the full replacement cost of the insured improvements. The Association shall obtain endorsements to the property insurance policy to the extent the Board of Directors determines that particular endorsements are advisable and reasonably available to the Association. Such endorsements may include, without limitation: (i) a Replacement Cost Endorsement with an Agreed Amount Endorsement; (ii) a waiver of the insurer’s right to repair and reconstruct instead of paying cash, if reasonably available; (iii) an Inflation Guard Endorsement; (iv) a Building Ordinance or Law Endorsement; and (v) a Steam Boiler and Machinery Coverage Endorsement.

(ii) Commercial general liability insurance on the Common Areas and Common Facilities, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on the Association’s behalf. Such coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage. The Board of Directors may obtain a higher policy coverage if the Board of Directors determines that such additional coverage is advisable.

(b) *Additional Insurance.* The Board of Directors may obtain additional insurance as the Board of Directors determines advisable, including, without limitation, the insurance set forth below. In determine whether to obtain the additional insurance and/or endorsements thereto that are discretionary, the Board of Directors shall use its own business judgment to determine if such insurance and/or endorsement is advisable based on the cost and availability of the insurance and/or endorsement compared to the risks associated therewith.

(i) Directors' and officers' liability insurance.

(ii) Fidelity insurance covering all parties responsible for handling Association funds in amount determined by the Board of Directors. If fidelity insurance coverage is obtained, the policy should contain, if reasonably available, a wavier of all defenses based upon the exclusion of persons serving without compensation.

(iii) Flood insurance covering any Improvements located in the Common Areas and the Common Facilities to the extent that the Board of Directors determines that the Improvements and Common Facilities have a significant enough value and the risks related thereto justify the cost of such insurance.

(iv) Workers compensation insurance and employers' liability insurance.

(c) *Policy Requirements.* All insurance coverage obtained by the Association shall: (i) be written in the name of the Association and shall provide for a certificate of insurance to be furnished to the Association; (ii) contain a reasonable deductible; (iii) contain an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation of insurance; (iv) contain a provision or endorsement excluding Owners' individual policies from consideration under any other insurance clause, if reasonably available; and (v) contain a waiver of subrogation as to any claims against the Board of Directors and the Association's officers, employees and manager, and the Owners and their tenants, servants, agents and guests, if reasonably available.

(d) *Review of Policies.* The Board shall periodically review the types and amounts of insurance coverage for sufficiency.

5.11 Maintenance.

(a) The Common Areas and Common Facilities shall be maintained by the Association in a first class manner, in good condition and repair, the cost and expense of which shall constitute a common expense and be payable by the Association. The Association shall establish and maintain an adequate reserve fund for such purposes, to be funded by regular assessments (rather than by special assessment) as set forth herein.

(b) The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into management, operational or other agreements with other persons or entities; provided, any such agreement shall require approval of the Board of Directors. The Board of Directors may employ for the Association a management agent or agents, at such compensation as the Board of Directors may establish, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority. The Association may enter into contracts with Declarant or affiliates of Declarant provided that such contracts are on market terms.

(c) The Association shall not be liable for injury or damage to any person or property caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(d) In the event a dispute shall arise among Owners as to the proper party to bear a maintenance cost or expense, the Board shall be entitled to resolve such dispute; provided, however, that nothing herein shall be deemed or construed as limiting an Owner's right to have the provisions of this Section interpreted by a court of competent jurisdiction; provided further, however, that any such cost or expense so disputed shall be paid in accordance with the determination of the Board pending final judgment in any such legal proceedings.

(e) The maintenance and repair obligations contained in this Section 5.6 shall not extend to maintenance or repairs caused by a casualty covered by Article IX below for which the maintenance and repair obligations are described in Article IX below.

5.12 Enforcement. The Board of Directors may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to the Declaration) in accordance with the applicable procedures set forth in this Declaration, the By-Laws and applicable law, including Chapter 209 of the Texas Property Code, as amended. Specifically, written notice and opportunity for a hearing must be given prior to the Association exercising its remedies if such notice and hearing is required by this Declaration, the By-Laws and applicable law, including Chapter 209 of the Texas Property Code, as amended. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

(a) *Fines.* The Board of Directors may impose reasonable monetary fines, which shall constitute a lien on the Lot, upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest or invitee of the Owner of such Lot.

(b) *Suspension of Voting Rights.* The Association may suspend an Owner's right to vote, except with respect to any election (i) of members of the Board of Directors; or (ii) concerning such Owner's rights and responsibilities.

(c) *Suspension of Rights to Use Common Area and Common Facilities.* The Board of Directors may suspend any person's or entity's right to use any recreational facilities within the Common Areas or the Common Facilities; provided, however, nothing herein shall authorize the Board of Directors to limit ingress or egress to or from a Lot.

(d) *Right of Self-Help.* The Board of Directors may exercise self-help or take action to enter upon the Lot to abate any violation of this Declaration.

(e) *Right to Require Removal.* The Board of Directors may require any Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board of Directors or its designee shall have the right to enter the Lot, remove the violation, and restore the property to substantially the same condition as previously existed, without such action being deemed a trespass.

(f) *Levy Specific Assessment.* The Board of Directors may levy a specific assessment to cover costs incurred by the Association in bring a Lot into compliance with this Declaration.

(g) *Lawsuit; Injunction or Damages.* The Boards of Directors has the right, but not the obligation, to bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both. However, the Association shall not have the power to institute, pursue, join, intervene in, settle or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a claim relating to the design, construction or repair of a Building, a Lot or any improvements on a Lot (other than a Claim (as defined below) relating to Common Areas on one or more Lots). This Section 5.12(g) may not be amended or modified without Declarant's written and acknowledged consent and the consent of Members entitled to cast at least 100% of the total number of votes of the Association, both of which must be part of the Recorded amendment instrument.

(h) *Perform Maintenance.* In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility with respect to a Lot and/or Building, the Association may record a notice of violation in the public records of the County and/or enter the Lot and perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment.

The decision to pursue enforcement action, including the commencement of legal proceedings, in any particular case shall be left to the Board of Directors' sole and absolute discretion, except that the Board of Directors shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board of Directors may determine that, under the circumstances of a particular case, (i) the Association's position is not strong enough to justify taking any or further action; or (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) it is not in the Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

ARTICLE VI PROPERTY RIGHTS

6.1 Owner's Easement of Use and Enjoyment. Every Owner shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Areas and Common Facilities, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to any limitations set herein, including, without limitation, the following:

(a) The right of the Association to establish and public rules and regulations governing the use of the Common Areas, Common Facilities and/or the Lots.

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon Common Areas.

(c) The right of the Association to suspend the voting rights and right to use the recreation facility by an Owner; to suspend any other service provided by the Association for an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations, or breach of any provisions of the Declaration.

(d) The right of the Association to dedicate or transfer all or any part of the common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been Recorded; provided, however, the Board by majority vote of the Board is authorized and empowered to cause the dedication and conveyance of utility easements and easements for similar purposes without submitting such matter to a vote of the members, and to authorize any officer of the Association to execute the documents required for such dedication or conveyance.

(e) The right of the Association, subject to the provisions hereof, to mortgage or lien all or any part of the Commons Areas. However, the Common Areas cannot be mortgaged or lien unless there is an affirmative vote of two-thirds (2/3) or more of the outstanding votes entitled to be cast approving such action.

(f) The right of the Association to collect and disburse those funds as set forth in Section 7.1.

6.2 Prohibitions on Easement of Use and Enjoyment. Each Owner's right and easement of use and enjoyment in and to the Common Areas and Common Facilities is further limited as follows:

(a) An Owner's right and easement of use and enjoyment in and to the Common Areas and Common Facilities shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot and such right and easement of use and enjoyment in and to the Common Areas and Common Facilities shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Owner's Lot, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to the Common Areas and/or Common Facilities.

(b) Except as provided in Section 6.1(d) herein, the Common Areas and Common Facilities shall remain undivided and no action for partition or division of any part thereof shall be permitted.

6.3 Delegation of Use. Any Owner may delegate in accordance with these Declarations, the By-Laws, and any reasonable rules of the Boards of Directors, the Owner's right of enjoyment to the Common Area and facilities, if any, to the members of the Owner's family, tenants or contract purchasers who occupy the residential dwelling of the Owner's Lot.

ARTICLE VII MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Development hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to

pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements as provided in Section 7.4 hereof, and (3) other charges assessed against an Owner and his Lot as provided in Section 7.6 hereof, such assessments and charges to be established and collected as herein provided. Each such assessment, together with interest, collection costs and reasonable attorney's fees, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and the personal obligation for delinquent assessments shall not pass to the subsequent Owners of the concerned Lot unless expressly assumed in writing; however, the lien upon the Lot shall continue until paid.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement, maintenance and management of any Common Area and Common Facilities of the Association as well as any esplanades or landscaped areas within street right-of-way designated by Board of Directors as being appropriate for maintenance by the Association, and to enable the Association to fulfill its responsibilities. The responsibilities of the Association shall include, but not be limited to, the maintenance and repair of the Common Area and Common Facilities, if any; constructing and maintaining parkways, green belts, detention areas, rights-of-way, easements, esplanades, Common Areas, sidewalks, paths, and other public areas; construction, maintenance and operation of all street lights; garbage collecting; insecticide services for Common Areas and Common Facilities; purchase and/or operating expenses of recreation areas, if any; installation, repair, maintenance and replacement of an access gate or gates for the benefit of the Owners; repair, maintenance and replacement of all landscaping, signage, lighting, irrigation, parking and other improvements on the private access easement shown on the Subdivision Plat; payment of all legal and other expenses incurred in connection with the collection and enforcement of all charges, assessments, covenants, restrictions, and conditions established under this Declaration; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employing policemen and watchmen, and/or security service, if desired; caring for vacant Lots and doing other things necessary or desirable in the opinion of the Board of Directors to keep the Lots neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots; and obtaining liability, workers compensation, property and director and officer liability insurance in amounts required herein and as otherwise deemed proper by the Board. It is understood that the judgment of the Board in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. All Lots in the Property shall commence to bear their applicable maintenance fund assessment simultaneously from the date of conveyance of the first Lot by Declarant to an Owner. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. Lots which are, or at any time, have been occupied by a resident, shall be subject to the regular assessment determined by the Board according to the provisions of Section 7.3. The rate of assessment for any calendar year of any individual Lot will change within that calendar year as the character of ownership and the status of occupancy changes, however, once any Lot has become subject to the assessment at the full rate, it shall not thereafter revert to assessment at lower rate. The applicable assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the Lot during that calendar year.

7.3 Maximum Regular Assessment.

(a) The regular assessment for the calendar year 2023 shall be \$650 per calendar year per Lot, as established by the Board of Directors. Regular assessments are due on first (1st) of each January and considered delinquent if not received within fifteen (15) days. The Board of Directors shall fix the amount of the regular assessments due at least thirty (30) days in advance of the calendar year. Written notice of the regular assessment shall be sent to every Owner

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subject thereto at the address of Lot or at such other address provided to the Association in writing pursuant to Section 5.1. If for any reason the Board of Directors fails to fix the regular assessment for any year by December 2 of the preceding year, it shall be deemed that the regular assessment for such year will be the same as that established for the preceding year, and such regular assessment shall continue unchanged from year to year until the Board of Directors establish a new regular assessment in accordance with the provisions hereof.

(b) The maximum regular assessment may be increased each year by a majority vote of the Board of Directors only to an amount which is not more than fifteen percent (15%) above the assessment for the previous year.

(c) The maximum regular assessment may be increased by more than fifteen percent (15%) of previous year's assessment only if the increase is approved by the affirmative vote of a majority of those members of each class who are voting, in person or by proxy, at a meeting duly called for the purpose of considering such increase. Subject to the provisions of Section 7.5, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election, or may be collected by door to door canvas. Upon levying of any increased assessment pursuant to the provisions of this Section 7.3(b)(iii), the Association shall cause to be Recorded, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the quorum required, the number of votes represented, the number of each class voting "for" and "against" the levy, and the amount of the increased assessment which must be paid in order to avoid being delinquent.

7.4 Special Assessment for Capital Improvements. In addition to the regular assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to the current year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided any such assessment shall have the approval of two-thirds (2/3) of the votes of those members of each class who are voting in person or by proxy at a meeting duly called for this purpose. Likewise, subject to the provisions of Section 7.5, the voting process for this action may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election or may be collected by door to door canvas. Upon the levying of any special assessment pursuant to the provisions of this Section 7.4, the Association shall cause to be Recorded, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the quorum required, the number of each class of votes represented, the number of each class voting "for" and "against" the levy, the amount of the special assessment authorized, and the date by which the special assessment must be paid in order to avoid being delinquent.

7.5 Notice and Quorum for any Action Authorized under Paragraphs 7.3 and 7.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3 and 7.4 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is

not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If the vote of the members is conducted by mail or door to door canvas, the approval of two-thirds (2/3) of the total membership of each class is required.

7.6 Specific Assessments. The Association shall have the power to levy specific assessments against a particular Lot to (i) cover costs incurred in bringing a Lot into compliance with this Declaration, (ii) cover costs incurred as a consequence of the conduct (or the failure to act) of the Owner or occupant of a Lot, their agents, contractors, employees, licensees, invitees, or guests, and/or (iii) collect any sums due by the Owner to the Association (other than annual assessments or special assessments or interest or late charges related thereto), including, without limitation, fines and transfer fees.

7.7 Capitalization of Association. Upon acquisition of record title to a Lot by every subsequent Owner thereof (other than Declarant or a Builder), at the election of the Board of Directors, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to \$550.00. This amount shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be disbursed to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the By-Laws.

7.8 Certificate of Assessment Status. The Association will, promptly after written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not an assessment has been paid for the assessment period.

7.9 Effect of Nonpayment of Assessment. Any assessment or other charges assessed in accordance with the provisions hereof not paid prior to the due date shall bear interest from the due date at a rate of ten percent (10%) per annum on the unpaid balance. In addition, the Association may levy or assess a late payment fee against any Owner who does not pay an assessment after the due date thereof, to offset the Association's administrative costs of collecting the past due assessment. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a vendor's lien for the benefit of the Association shall be and is hereby reserved in the deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Records. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last

known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be Recorded. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and, third, the remaining balance shall be paid to such Owner or as otherwise required by law. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board of Directors, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the right of such nonpaying Owner to use the Common Areas and/or Common Facilities, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

It is the intent of the provisions of this Section 7.9 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the procedures set forth herein will be automatically modified so as to comply with said amendments to Section 51.002 of the Texas Property Code.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above-described assessments.

7.10 Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a vendor's lien and power of sale and non-judicial foreclosure securing the payment of all assessments and charges due the Association, but said vendor's lien and power of sale and non-judicial foreclosure shall be subordinate to any valid purchase money lien or mortgage covering a Lot and any valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect said vendor's lien or power of sale and non-judicial foreclosure. However, the sale or transfer of any Lot which is subject to any valid purchased money lien or mortgage pursuant to a judicial or non-judicial foreclosure under such lien or mortgage shall extinguish the vendor's lien and power of sale and non-judicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of the Board of Directors, may subordinate the lien securing any assessments provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board of Directors may determine.

7.11 Future Sections. The Association shall use the proceeds of the assessments for the use and benefit of all residents of the Property, provided, however, that any additional property made a part of the Property by annexation under Section 13.7 of this Declaration, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the regular maintenance charge and assessment on a per Lot basis equivalent to the maintenance charge and assessment imposed hereby, and further, made subject to the jurisdiction of the Association.

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7.12 Lots Owned by Declarant and Builders. Lots owned by the Declarant or Builders shall not be subject to the obligation of payment of assessments. At such time as a Lot is conveyed from Declarant or a Builder or other Owner the assessment which would have been due for the year in which such transfer occurred shall be prorated as of the date of transfer and the Owner shall pay the prorated amount for the remainder of the year to the Association.

ARTICLE VIII COMMON AREAS; PARTY WALLS

8.1 Common Areas.

(a) Association to Hold and Maintain. The Association will own all Common Areas in fee simple title. The Association shall maintain the Common Areas and any improvements and landscaping thereon in good repair. The Association shall also maintain the Common Facilities to the extent the Board of Directors determines that such maintenance is desirable. The costs of such maintenance for the Common Areas and Common Facilities shall be the Association's responsibility, regardless if such cost was incurred during the Development Period.

(b) Use of Common Areas at Own Risk. Each Owner, by acceptance of a deed to a Lot, acknowledges that the use and enjoyment of any Common Area or Common Facility involves risk of personal injury or damage to property. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees, Declarant, and any Builder are not insurers of personal safety and that each person using the Common Areas and Common Facilities assumes all risks of personal injury and loss of or damage to property, resulting from the use and enjoyment of any portion of the Common Areas and Common Facilities. Each Owner agrees that neither the Association, the Board of Directors and any committees, any Builder, nor Declarant shall be liable to such Owner or any person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other wrong or entitlement to remedy based upon, due to, arising from or otherwise relating to the use of any portion of the Common Areas or Common Facilities, including, without limitation, any claim arising in whole or in part from the negligence of the Association, Declarant or any Builder. **THE FOREGOING RELEASE IS INTENDED TO RELEASE THE SPECIFIED PARTIES FROM LIABILITY FOR THEIR OWN NEGLIGENCE.**

(c) Condemnation of Common Areas. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto will be payable to the Association and will be used by the Association as the Board of Directors determines, in its business judgment, including, without limitation, (i) to purchase additional Common Areas to replace that which has been condemned, (ii) to reconstruct or replace on the remaining Common Areas any improvements that were on the condemned Common Areas, (iii) to pay for any costs or expenses with maintenance of the Common Areas, or (iv) to be distributed to each Owner on a pro rata basis.

(d) Damage to Common Areas. If the Common Areas, Improvements on the Common Areas or the Common Facilities are damaged and if there are insurance proceeds sufficient to repair such damage to its prior condition, then the Association shall cause such damage to be repaired or reconstructed unless there is a 67% or greater vote of Members who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present (all classes counted together) within 90 days after the loss not to repair or reconstruct. If

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said 67% vote is cast not to repair or reconstruct such damage and no alternative improvements are authorized, the damaged property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

(e) Conveyance of Common Areas by Declarant to Association. Declarant shall have the right to convey title to any portion of the Property owned by Declarant, or any easement interest therein, to the Association as Common Area, and the Association shall be required to accept such conveyance. Property conveyed by Declarant to the Association as Common Area shall be conveyed free and clear of monetary liens and encumbrances other than taxes and assessments imposed by governmental entities or districts authorized by Texas law. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public land records of the County.

(f) Annual Inspection of Common Area – Budget. From the period commencing at the expiration of the Development Period until 10 years thereafter, the Association shall at least annually examine the condition of the Common Area to evaluate the quality, frequency, and adequacy of maintenance performed during the preceding year, and to recommend maintenance for the upcoming year. The examination and report may be performed by one or more experts hired by the Association for this purpose, such as a professional property manager, an engineer, or professional contractors such as landscapers and brick masons. Within 15 days after performing the inspection, the expert should submit to the Board of Directors a written report with findings and recommendations. The Board of Directors should evaluate the Association's operating budget and reserve accounts for maintenance, repair, and replacement in light of the expert's findings and recommendations. Any decision by the Board of Directors to reduce or defer recommended maintenance should be made with an evaluation of the potential consequences for future costs and deterioration. An expert's report is a record of the Association that is available to Owners for inspection and copying.

8.2 Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of Duplex upon the Property and placed on the dividing line between the Dwelling Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for a property damage due to negligence or willful acts or omissions shall apply thereto. Party walls as part of Duplex construction shall in all cases meet the applicable requirements of all applicable ordinances, rules or regulations of any governmental authority or any of its departments. If a wall which is intended as a party wall is through construction error situated wholly on one Duplex Lot instead of on the dividing line between Lots, such wall shall nevertheless be deemed a party wall for a joint use by adjoining Duplex Lot Owners. Reciprocal easements are hereby created and shall exist upon and in favor of adjoining Duplex Lots for the maintenance, repair and reconstruction of party walls and the foundation, footings, piers and beams supporting the same. The owner of a Duplex shall not cut through or make any penetration through a party wall for any purpose whatsoever.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost and restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land. The rights of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

ARTICLE IX OWNERS' INSURANCE AND CASUALTY

9.1 Owner Procured Insurance. Owners are responsible for obtaining Owner Procured Coverage. All Dwelling Units, including all fixtures, equipment and other improvements pertaining thereto which are normally insured, must be insured against risk of loss against fire and such other hazards as are covered by standard "all risk" extended coverage property and casualty insurance policies (herein, "property insurance") and shall include coverage against water damage from breakage of pipes and lines and vandalism. Coverage shall be in a replacement cost basis in the amount not less than one hundred percent (100%) of the insurance value. Each Owner shall be required to obtain such property insurance individually covering only his/her Duplex at his/her sole cost and expense and provide such proof of such insurance to the Association as may be required by the Association from time to time. Owners are encouraged to obtain an umbrella policy for any risks not covered in their standard homeowner property insurance policy. Owners may, but are not required to, obtain flood insurance.

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

9.3 Separate Insurance. The Association shall not be responsible for providing additional insurance coverage other than what this Declaration requires the Association to provide. For example, the Association does not provide flood insurance coverage. Each Owner shall have the right and responsibility, at his own expense, to obtain insurance for his personal property and for such other risks as he may desire (including an "All Risk Policy" against the contents of his Dwelling Unit, umbrella insurance, flood insurance, liability insurance, business interruption and workmen's compensation insurance); provided, however, that no Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Association may realize under any insurance policy maintained by the Association or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by an Owner. Each Owner shall have the right and responsibility, at his own expense, to obtain such liability coverage as he shall

deem prudent. All such policies shall contain waivers of subrogation as against other Owners, the Association, its Board of Directors, the Declarant, and their respective agents and employees.

ARTICLE X ARBITRATION

All allegations, claims, disputes and other matters in controversy between any Owners and/or any Owners and Declarant arising out of or relating to this Declaration, shall be decided by arbitration in accordance with the commercial arbitration rules promulgated by the American Arbitration Association (“AAA”), as in effect the date of any demand for arbitration hereunder. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such allegation, dispute, claim or controversy would be barred by any applicable statute of limitations or similar statute. Each Owner shall have all defenses based upon the applicable statute of limitations or repose determined by a court of law or at an arbitrator’s preliminary hearing.

In any such arbitration proceeding, the proceeding shall be conducted in Houston, Texas, by a single arbitrator, if the amount in controversy is \$1,000,000 or less, or by a panel of three arbitrators if the amount in controversy is over \$1,000,000. All arbitrators shall be selected by the process of appointment from a panel pursuant to the AAA Commercial Arbitration Rules and each arbitrator shall be either an active attorney or retired judge with an AAA acknowledged expertise in the subject matter of the controversy, dispute or claim. To the extent permitted by applicable law, arbitrators shall have the power to award recovery of all costs and fees (including attorney’s fees, administrative fees and arbitrator’s fees) to the prevailing party.

Notwithstanding any of the foregoing, the parties hereto agree that no arbitrator or panel of arbitrators shall possess or have the power to (i) assess punitive damages, (ii) dissolve, rescind or reform (except that the arbitrator may construe ambiguous terms) this Declaration, (iii) exercise equitable powers or issue or enter any equitable remedies or (iv) allow discovery of attorney/client privileged information, and the parties hereby waive the aforementioned remedies. The Commercial Arbitration Rules of the AAA are hereby modified to this extent for the purpose hereof.

The foregoing agreement to arbitrate shall be enforceable under the prevailing Texas Arbitration Law. The award rendered by the arbitrator shall be final and binding upon all parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event the arbitration provisions hereof are not upheld by any court and/or suit is filed by any party hereto the prevailing party in such litigation shall be entitled to be paid its attorney’s fees, court costs and expenses associated with such litigation by the other party.

ARTICLE XI UTILITIES

11.1 Utility Service. Utility service to the Property shall be provided by utility companies contracted with by each individual Owner, and shall be separately metered at each Dwelling Unit.

ARTICLE XII EASEMENTS

12.1 Construction. Each Lot and the Property included in the Common Area shall be subject to an easement for minor encroachments created by construction, reconstruction, repair, shifting, settling, movement, overhangs, brick ledges, balconies, fences, or other protrusions designed or constructed by Declarant. A valid easement for said encroachments and for the maintenance (if any) of same, so long as

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they stand, shall and does exist. In the event a Building structure is partially or totally destroyed, and then rebuilt, the Owners so affected agree that minor encroachments onto parts of the adjacent Lots or Common Areas due to construction or repair shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist.

12.2 Utilities and Emergencies. There is hereby created a blanket easement to enter upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to water, sewers, gas, telephones and electricity, and master television antenna system; to the United States Postal Service, its agents and employees, to enter upon the Common Area and Lots in the performance of mail delivery or any other United States Postal Services; and to all police, fire protection, ambulance, garbage and trash collection vehicles and all similar persons to enter upon the Common Area in the performance of their duties.

12.3 Surface Areas. The surface of easement areas for underground utility services may be paved for streets, driveways or walkways and/or may be used for planting or shrubbery, trees, lawns, or flowers. However, it is expressly agreed that neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner for any damage done by them or either of them or their agents, employees, servants or assigns, to the pavement or to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

12.4 Easement to Correct Drainage on Property. During the Development Period, Declarant hereby reserves for the benefit of Declarant and any Builder, a blanket easement on, over and under the ground within the Property (excluding the area where any Dwelling Unit is located) as reasonably necessary to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and will be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein will be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property. Any damage to a Lot caused by or due to the exercise of the foregoing drainage easement rights shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

12.5 Easement for Right to Enter Lot. If an Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association will have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein will not be deemed a trespass, and the Association will not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence. **THE FOREGOING RELEASE IS INTENDED TO RELEASE THE ASSOCIATION FROM LIABILITY FOR ITS OWN NEGLIGENCE.**

12.6 Temporary Easement to Complete Construction. All Lots will be subject to an easement of ingress and egress for the benefit of Declarant, its employees, subcontractors, successors, and assigns, over and upon the front, side and rear yards of the Lots as may be expedient or necessary for the construction, servicing and completion of Dwellings Units and landscaping upon adjacent Lots, provided that such easement will terminate as to any Lot 24 months after the date such Lot is conveyed to an Owner other than a Builder. Any damage to a Lot caused by Declarant due to exercise of the foregoing completion easement rights shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damage area.

12.7 Easement for Association Fencing. Declarant hereby reserves for the benefit of Declarant and the Association an exclusive easement for the purpose of placing and maintaining the Association Fencing on the perimeter boundary of all Lots where Declarant has installed Association Fencing.

12.8 Easement for Right to Enter and Inspect Common Area. For a period of 10 years after the date of the expiration of the Development Period, Declarant shall have the right, but not the obligation, to enter upon the Common Area for purposes of inspecting and repairing the Common Area and/or any improvements thereon at Declarant's expense; provided; however, nothing contained herein shall obligate Declarant to make any inspections or repairs.

ARTICLE XIII GENERAL PROVISIONS

13.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any supplemental declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of thirty (30) years from the date these covenants are recorded. Upon the expiration of such initial term, unless terminated as below provided, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years each. During the initial term above stated and during any such ten (10) year automatic extension period, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than two-thirds (2/3) of all the Lots in the Property and properly Recorded, provided no such change and/or amendment shall alter the effectiveness of these covenants and restrictions until the natural expiration of the original term or the automatic extension term then in effect.

13.2 Enforcement. The Association, any Owner, or the Declarant, and their respective successors and assigns, shall have the right to enforce by a proceeding at law or in equity all easements, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and in connection therewith shall be entitled to recover all reasonable collection costs and attorney's fees. Failure by the Association or by any other person entitled to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated, the failure or refusal of any Owner or any occupant of a Lot to comply with the terms and provisions hereof would result in irreparable harm to other Owners, to Declarant and to the Association. Thus, the covenants, conditions, restrictions and provisions of this Declaration may not only be enforced by an action for damages at law, but also may be enforced by injunctive or other equitable relief (i.e., restraining orders and/or injunctions) by any court of competent jurisdiction, upon the proof of the existence of any violation or any attempted or threatened violation. Any exercise of discretionary authority by the Association concerning a covenant created by this Declaration is presumed reasonable unless the court determines by a preponderance of the evidence the exercise of discretionary authority was arbitrary, capricious or inconsistent with the scheme of the development (i.e., the architectural approval or disapproval for similar renovations relative to a given location within the Property). The Association on its own behalf or through the efforts of its management company may initiate, defend or intervene in litigation or any administrative proceeding affecting the enforcement of a covenant created by this instrument or for the protection, preservation or operation of the Property covered by this Declaration. Notification will be deemed to have been given upon deposit of a letter in the U.S. mail addressed to the Owner alleged to be in violation. Any cost that has accrued to the Association pursuant to this Section shall be secured and collectable in the same manner as established herein for the security and collection of regular assessments as provided in Article VII.

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13.3 Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

13.4 Interpretation. If this Declaration or any word, clause, sentence, section or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

13.5 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

13.6 Annexation.

(a) Annexation by Declarant. Until fifteen (15) years after the Recording of this Declaration, Declarant may, at its sole option, annex the Annexable Property or any portion thereof into the Association and subject such Annexable Property or portions thereof to the terms hereof and to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. The annexation shall not require the approval of any person other than the owner of the property being annexed. In the annexation document, Declarant may amend the Declaration to cause the terms Common Area, Entry Signs, Association Fencing and other terms necessary to appropriately address and describe the new applicable areas of land within the real property being annexed. The foregoing amendment shall not require the approvals set forth in Section 13.7 herein.

(b) Annexation by Association. The Association may annex any real property into the Association and subject such real property to the terms hereof by an affirmative vote of 67% or greater of all outstanding votes that are entitled to be cast.

(c) Recording of Annexation. The annexation of any portion of the Annexable Property shall be evidenced by a Recorded written document. This Declaration shall not burden any portion of the Annexable Property until such time, if any, as the Annexable Property is annexed into the Declaration as herein provided and evidenced by a Recorded written instrument.

(d) No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Member to annex any portion of the Annexable Property, and no owner of any property excluded from the Association shall have any right to have such property annexed thereto.

(e) Withdrawal of Property. Declarant may withdraw real property without a Dwelling Unit thereon from the definition of the Property and from the coverage of this Declaration provided that (i) the withdrawal is not unequivocally contrary to the overall, uniform scheme of development of the Property; and (ii) the owner of real property to be withdrawn has consent. Such withdrawal shall not require the consent of any other person, Member or Owner, except a 67% or greater vote approving such action is required if the real property to be withdrawn is a Common Area.

13.7 Amendment. This Declaration may be amended by approval of the then Owners of two-thirds (2/3) of all the Lots on the Property, except that the Declarant, at its sole discretion and without a vote or the consent of any other party, may modify, amend or repeal this Declaration: (i) at any time prior to expiration of the Development Period; (ii) as necessary to bring any provision into compliance with

any applicable governmental statutes, rule, regulation or judicial determination; (iii) as necessary to comply with requirements of the VA, HUD (Federal Housing Administration), FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity; or (iv) as necessary to clarify or to correct technical, typographical or scrivener's errors; provided, however, that any amendment pursuant to clause (ii), (iii) and/or (iv) immediately above must not have a material adverse effect upon any right of any Owner. Any amendment must be properly Recorded.

13.8 Counterparts. This Declaration may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

13.9 Remedies; Cumulative. In the event any Lot does not comply with the terms herein or any Owner fails to comply with the terms herein, the Association and/or any Owner will have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws and any rules and regulations, and those which may be available at law or in equity, including, without limitation, enforcement of any lien, damages, injunction, specific performance, judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity will be deemed mutually exclusive of any other such remedy, but instead shall be cumulative.

13.10 Notice to Association of Sale or Transfer. Any Owner (other than Declarant) desiring to sell or otherwise transfer title to his or her Lot shall give the Board of Directors written notice of the name and address of the purchaser or transferee within 30 days after the date of such transfer of title and such other information as the Board of Directors may reasonably require. The Association may charge a transfer fee upon the conveyance of title to a Lot for purposes of covering the reasonable administrative costs to change the records.

13.11 Limitation on Interest. All agreements between any Owner and the Association and/or Declarant are expressly limited so that the amount of interest charged, collected or received on account of such agreement shall never exceed the maximum amount permitted by applicable law. If, under any circumstances, fulfillment of any provision of this Declaration or of any other document requires exceeding the lawful maximum interest rates, then, ipso facto, the obligation shall be reduced to comply with such lawful limits. If an amount received by the Association and/or Declarant should be deemed to be excessive interest, then the amount of such excess shall be applied to reduce the unpaid principal and not to the payment of interest. If such excessive interest exceeds the unpaid balance due to the Association and/or Declarant, then such excess shall be refunded to the Owner.

13.12 Notices. Excepts as otherwise provided in the By-Laws or this Declaration, all notices, demands, bills, statements and other communications under this Declaration shall be in writing and shall be given personally or by mail. Notices that are mailed shall be deemed to have been duly given three days after deposit, unless such mail service can prove receipt at an earlier date. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address for a Lot with the Association, then the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, then notice to one co-owner is deemed notice to all co-owners. Attendance by a Member at any meeting shall constitute waiver of notice by the Member of the time, place and purpose of the meeting. Written waiver of notice of a meeting, either before or after a meeting, of the Members shall be deemed the equivalent of proper notice.

13.13 Not a Condominium. This document does not and is not intended to create a condominium within the meaning of Texas Uniform Condominium Act, Tex. Prop. Code, Section 82.001, et seq.

13.14 Rights and Obligations Run with Land. The provisions of this Declaration are covenants running with the land and will inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. No Lot is exempt from the terms set forth herein. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed will be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

13.15 Assignment of Declarant's Rights. Declarant may assign, in whole or in part, its rights as Declarant by executing a document assigning such rights. There may be more than one Declarant, if Declarant makes a partial assignment of the Declarant status.

13.16 Disclaimer Regarding Security. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants, invitees and licensees that the Association, its Board of Directors and committees and Declarant are not insurers and that each person using any portion of the Property assumes all risks for loss or damage to persons, to Lots and to the contents of Lots resulting from acts of third parties.

13.17 Street Lights. Street lights within the Property are anticipated to be maintained by the Association. The operational costs for the street lights are anticipated to be paid by the Association. If, at any time in the future, a local governmental authority adopts an ordinance, regulation, or other mechanism whereby the costs for maintaining and/or operating the street lights within the community are allocated to the Declarant, the Declarant shall have the right to assign all such obligations to the Association, and the Association hereby consents to accept the assignment of all obligations related to maintaining and/or operating said street lights, and the Association shall assume these additional costs as expenses to be shared among the Owners. If, at any time in the future, a local governmental authority adopts an ordinance, regulation, or other mechanism whereby the costs for maintaining and/or operating the street lights within the community are allocated to the Association, the Association shall assume these additional costs to be shared among the Owners.

13.18 Attorneys Fees' and Court Costs. If litigation is instituted to enforce any provision herein, then the prevailing party shall be entitled to all attorneys' fees and courts costs related to such legal action.

13.19 Gender. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, will include all other genders, and the singular will include the plural, and vice versa.

13.20 Headings. The headings contained in this Declaration are for reference purposes only and will not in any way affect the meaning or interpretation of this Declaration.

13.21 Conflicts. In the event of any conflict between this Declaration and any By-Laws, rules, regulations or Certificate of Formation of the Association, this Declaration will control.

13.22 Exhibits. All exhibits referenced in this Declaration as attached hereto are hereby incorporated by reference.

[Signature Page Immediately Follows]

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Exhibit "A"
The Property

A 6.513 acre, or 283,694 square feet more or less tract of land, being a portion of a called 8.116 acre tract of land , and all of a called 1.9588 acre tract of land conveyed to WCF Development XV, LTD described in a deed recorded in Clerk's File No. Y158090 of the Official Public Records of Real Property of Harris County, Texas, and being a portion of Restricted Reserve "A" of the Villages at Bear Creek Plaza Subdivision, recorded in Film Code No. 338035 in the Map Records of Harris County, Texas, situated in the W.C.R.R. Co. Survey Section 20, Block 2, Abstract No. 1521, the W.C.R.R. Co. Survey, Section 19, Block 2, Abstract No. 905, and the H.T.&C. R.R. Co. Survey, Section 34, Block 2, Abstract No. 1341 all in Harris County, Texas. Said 6.513 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

BEGINNING: At an iron rod with cap stamped "Kalkomey Surveying" found for the southeast corner of said 1.9588 acre tract, the southwest corner of a called 1.6780 acre tract of land conveyed to Me Squared, LLC as described in a deed recorded in Clerk's File No. RP-2018-218614 in the Official Public Records of Harris County, Texas and being in the north right-of-way line of Kieth Harrow Boulevard, having a 100 foot wide right-of-way as recorded in Film Code No. 337115 in the Map Records of Harris County, Texas;

THENCE: Along and with the south line of said 1.9588 acre tract, the south line of said 8.116 acre tract, and the north line of said Kieth Harrow Boulevard the following course and distance:

S 73°57'12" W, passing at a distance of 229.83 feet, an iron rod with cap stamped "Momentum Surveying" found for the southwest corner of said 1.9588 acre tract, the southeast corner of said 8.116 acre tract, and continuing for a total distance of 234.74 feet to an iron rod with cap stamped "Momentum Surveying" found for an angle point, and

Southwesterly, along a non-tangent curve to the right, having a radius of 1950.00 feet, a central angle of 9°53'33", a chord bearing and distance of S 78°54'36" W, 336.26 feet, for an arc length of 336.68 feet to a 5/8 inch iron rod found for the southeast corner of said 8.116 acre tract, the southeast corner of a called 1.6265 acre tract of land conveyed to Global New Millennium Partners, Ltd. as described in a deed recorded in Clerk's File No. 20150203351 in the Official Public Records of Harris County, Texas, and being in the north right-of-way line of said Kieth Harrow Boulevard;

THENCE: N 02°13'03" W, departing the north line of said Kieth Harrow Boulevard, along and with the west line of said 8.116 acre tract, the east line of said 1.6265 acre tract, passing at a distance of 240.93 feet, an iron rod with cap stamped "Momentum Surveying" found for an the northeast corner of said 1.6265 acre tract, and the southeast corner of a called 2.18 acre tract of land conveyed to Kevin & Debbie Choung 3, LLC as described in a deed recorded in Clerk's File No. RP-2018-324316 in the Official Public Records of Harris County, Texas also being the southeast corner of a called 2.2792 acre tract of land conveyed to Kevin & Debbie Choung 3, LLC as described in a deed recorded in Clerk's File No. RP-2019-29336 in the Official Public Records of Harris County, Texas, re-recorded in Clerk's File No. RP-2019-52209 in the Official Public Records of Harris County, Texas, continuing along and with the east line of said 2.2792 acre tract over and across said 8.116 acre tract, for a total distance of 429.74 feet to a iron rod with cap stamped "South Texas Surveying" found for an angle point;

THENCE: N 05°24'05" E, along and with the west line of said 2.18 acre tract, the west line of said 2.2792 acre tract, over and across said 8.116 acre tract, passing at a distance of 122.47 feet, a iron rod with cap stamped "South Texas Surveying" found for a northeast corner of a said 2.18 acre tract, passing

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at a distance of 137.47 feet, a 5/8 inch iron rod with cap stamped "Pape Dawson" set for the northeast corner of said 2.2792 acre tract, and continuing for a total distance of 332.35 feet, to iron rod with cap stamped "RPLS 2321" found in the north line of said 8.116 acre tract, the south line of a called 2.00 acre tract of land conveyed to Double Duck, Inc. as described in a deed recorded in Clerk's File No. 20120220028 in the Official Public Records of Harris County, Texas;

THENCE: S 85°33'26" E, along and with the north line of said 8.116 acre tract, the south line of said 2.00 acre tract, a distance of 13.04 feet, to a iron rod with cap found for a northeast corner of said 8.116 acre tract, the southeast corner of said 2.00 acre tract, and in a west line of said Restricted Reserve "A" of the Cy-Fair High School 9 Subdivision, recorded in Film Code No. 356079 in the Map Records of Harris County, Texas;

THENCE: Along and with the common line of said 8.116 acre tract, and said Restricted Reserve "A", the following courses and distances:

S 05°02'27" W, a distance of 10.81 feet to a iron rod with cap found for an angle point, and

S 47°05'08" E, a distance of 400.00 feet, to a 5/8 inch iron rod with cap stamped "Pape Dawson" set for the a northeast corner of said 8.116 acre tract, the north west corner of the aforementioned 1.9588 acre tract, and in a south line of said Restricted Reserve "A";

THENCE: N 87°54'52" E, along and with the north line of said 1.9588 acre tract, the south line of said Restricted Reserve "A", a distance of 223.20 feet to a iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of said 1.9588 acre tract, the northwest corner of the aforementioned 1.6780 acre tract;

S 02°04'42" E, along and with west line of said 1.9588 acre tract, the east line of said 1.6780 acre tract, a distance of 354.95 feet to the POINT OF BEGINNING, and containing 6.513 acres in Harris County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared under job number 49024-19 by Pape-Dawson Engineers, Inc.

PREPARED BY:	Pape-Dawson Engineers, Inc.
DATE:	March 29, 2019
Job No.:	49024-19
DOC. ID.	K:\survey\Survey19\49024-19\Word\FN49024-19 TRACT I.docx

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Pages 39
08/23/2023 04:07 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$166.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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