

*Amended*  
WITNESSED BY M. SUSAN RICE, P.C.  
3900 ESSEX, 560  
HOUSTON TX 77037

**REVISED AND AMENDED DECLARATION OF RESERVATIONS, RESTRICTIONS,  
COVENANTS AND CONDITIONS FOR HUNTWICK FOREST SUBDIVISION**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS, THAT

COUNTY OF HARRIS §

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\$230.50

04/05/04 100448936

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**PREAMBLE**

WHEREAS, Reservations, Restrictions and Covenants applicable to the property in Huntwick Subdivision, Sections One through Ten inclusive, are currently recorded in the Official Public Records of Harris County, Texas, at the following locations: SECTION ONE: Volume 7519, Page 236; Clerk's File No. D587109 Film Code Ref. No. 144-24-1601; Clerk's File No. D591394, Film Code Ref. No. 144-29-2307; Clerk's File No. G337750, Film Code Ref. No. 145-84-0346; Clerk's File No. N657039, Film Code Ref. No. 021-44-1725; SECTION TWO: Volume 8264, Page 435; Clerk's File No. N657039, Film Code Ref. No. 021-44-1725; SECTION THREE: Clerk's File No. N657039, Film Code Ref. No. 021-44-1725; SECTION FOUR: Clerk's File No. D527167, Film Code Ref. No. 140-33-0673; Clerk's File No. N657039, Film Code No. 021-44-1725; SECTION FIVE: Clerk's File No. F646295, Film Code No. 198-05-2261; Clerk's File No. N657039, Film Code No. 021-44-1725; SECTION SIX: Clerk's File No. H335940, Film Code Ref. No. 007-88-1108; Clerk's File No. N657039, Film Code No. 021-44-1725; SECTION SEVEN: Clerk's File No. D527166, Film Code Ref. No. 140-33-0663; Clerk's File No. N657039, Film Code Ref. No. 021-44-1725; SECTION EIGHT: Clerk's File No. D948203, Film Code Ref. No. 166-21-0558; Clerk's File No. N657039, Film Code Ref. No. 021-44-1725; SECTION NINE: Clerk's File No. E402487, Film Code Ref. No. 118-15-1586; Clerk's File No. N657039, Film Code No. 021-44-1725; and SECTION TEN: E921627, Film Code Ref. No. 151-01-2337; Clerk's File No. N657039, Film Code Ref. No. 021-44-1725; AND

WHEREAS, maps or plats of the property in Huntwick Forest Subdivision are recorded in the Harris County Map and Plat records at Vol. 155, Page 101 and Vol. 159, Page 17; Section II, Vol. 170, Page 78; Section III, Vol. 170, Page 78; Section IV, Vol. 188, Page 68; Section V, Vol. 265, Page 16; Section VI, Vol. 295, Page 63; Section VII, Vol. 188, Page 63; Section VIII, Vol. 203, Page 59; Section XI, Vol. 220, Page 59; Section X, Vol. 226, Page 32; AND

WHEREAS, the then owners of a majority of lots in each Section identified above have executed and recorded this instrument, to become operative in each Section of Huntwick Forest Subdivision at the expiration of the current thirty-five or ten year period as set forth in the original Reservations, Restrictions and Covenants for each Section identified above; AND

WHEREAS, pursuant to Article I, Section Four ("Duration") of the Reservations, Restrictions and Covenants for all Sections of Huntwick Forest Subdivision, the undersigned owners of property in Huntwick Forest Subdivision desire to revise and amend the existing restrictions to consolidate and replace the original Reservations, Restrictions and Covenants for all Sections of Huntwick Forest Subdivision with this Revised and Amended Declaration of Reservations, Restrictions, Covenants, and Conditions for Huntwick Forest Subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, being the then owners of a majority of lots in each Section of Huntwick Forest Subdivision that files this instrument in the Harris County Real Property Records, have approved this Revised and Amended Declaration of Reservations, Restrictions, Covenants and

Conditions for Huntwick Forest Subdivision, pursuant to the procedures set forth in Article I, Section Four of the Reservations, Restrictions and Covenants for each Section of Huntwick Forest Subdivision, and do hereby replace the original Reservations, Restrictions and Covenants for each Section of Huntwick Forest Subdivision with the reservations, restrictions, covenants and conditions set forth herein, which shall be applicable to each Section of Huntwick Forest Subdivision that files this instrument in the Harris County Real Property Records; AND

IT IS HEREBY DECLARED THAT the property identified above shall be conveyed, owned, encumbered, leased, used, occupied, enjoyed and held subject to the restrictions and covenants set forth herein, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, their heirs, administrators, legal representatives, successors and assigns, whether or not said restrictions or covenants are set forth in any deed or other instrument of conveyance, and these restrictions and covenants shall inure to the benefit of each owner of property in Huntwick Forest Subdivision.

## ARTICLE ONE

### DEFINITIONS

**Section 1. "ASSOCIATION"** shall mean and refer to the Huntwick Civic Association, Inc. a Texas non-profit corporation, its successors and assigns.

**Section 2. "BOARD OF DIRECTORS"** shall mean and refer to the Board of Directors of HUNTWICK CIVIC ASSOCIATION, INC.

**Section 3. "OWNER"** shall mean and refer to the record Owner, whether one or more persons or entities, including contract sellers, of a fee simple title to any Lot which is a part of the Properties, but this excludes those having such interest merely as security for the performance of an obligation. An Owner is a Member of the Association.

**Section 4. "PROPERTIES"** shall mean and refer to that certain real property described in the original Reservations, Restrictions and Covenants of record at the County Clerk's office of Harris County, Texas, for Huntwick Forest Subdivision, Sections One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10); and more specifically referred to in the map records of Harris County, Texas, as Huntwick Forest, Section I: Vol. 155, Page 101 and Vol. 159, Page 17; Section II: Vol. 170, Page 78; Section III: Vol. 170, Page 78; Section IV: Vol. 188, Page 68; Section V: Vol. 265, Page 16; Section VI: Vol. 295, Page 63; Section VII: Vol. 188, Page 63; Section VIII: Vol. 203, Page 59; Section IX: Vol. 220, Page 59; Section X: Vol. 226, Page 32; as each Section of Huntwick Forest Subdivision approves this Revised and Amended Declaration and files same in the Real Property Records for each section, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 5. "COMMON AREAS"** shall mean all real property and facilities and improvements thereon, which may be owned or acquired by the Association for the common use and enjoyment of the Owners. Such Common Areas shall include, but not be limited to, the Esplanades within each of the Sections of the Subdivision described in the preamble and that portion of Donut

Lake that is maintained by the Association, as described in Exhibit "A" of the GENERAL WARRANTY DEED from the Nineteen Sixty Development Corporation to the Huntwick Racquet Club, Inc. dated May 3, 1976.

**Section 6. "LOT"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties or a residential building site resulting from a consolidation or re-subdivision of a Lot pursuant to these restrictions, if so permitted herein, with the exception of property designated as "Reserves" or "Common Area," and any other Common Area which may be acquired by the Association.

**Section 7. "SUBDIVISION"** shall mean and refer to Huntwick Forest Subdivision Sections One (1) through Ten (10), individually and collectively, and all real property, whether residential or common area, which may be annexed by the Subdivision.

**Section 8. "REVISED AND AMENDED DECLARATION OF RESERVATIONS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR HUNTWICK FOREST SUBDIVISION"** shall mean and refer to this instrument, which may also be referred to herein as the "Revised and Amended Declaration."

## ARTICLE TWO

### OWNER'S PROPERTY RIGHTS IN COMMON AREAS

**Section 1. "OWNER'S EASEMENT OF ENJOYMENT"** Each Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(A) The right of the Association to make, publish and enforce reasonable Rules and Regulations for the use of the Common Areas and facilities as described in Article One Section 5. Any infraction of these Rules and Regulations may result in a fine of no more than fifty dollars (\$50) or in the event any property belonging to the Association is damaged, full compensation for all damages.

(B) The right of the Association to suspend the voting rights and right of the Owner to use the Common Areas and facilities owned or maintained by the Association, for any period during which any assessment against his Lot remains unpaid.

(C) The right of the Association to limit the number of guests of Owners using any portion of the Common Areas and any facilities located thereon.

(D) The right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving or expanding the facilities and Common Areas.

(E) The right but not the obligation of the Association to contract for exclusive services such as water, sanitary sewage, trash collection, fogging, security patrols, etc.

**Section 2. "DELEGATION OF USE"** Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas and facilities to his tenants or contract purchasers who reside on the Lot or his guest(s) and members of his family.

## ARTICLE THREE

### MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

**Section 1. "MEMBERS"** Each owner of a Lot, which is subject to assessment by the Association, shall be a Member of the Association. Membership shall be appurtenant to and shall run with the property interest, which qualifies the Owner thereof for Membership, and Membership may not be severed from Ownership of any Lot, except by the conveyance of title to such property interest.

**Section 2. "VOTING RIGHTS"** Each Owner shall be entitled to one (1) vote for each Lot owned as defined in Article VII, Section 6. When more than one person holds any fee simple title in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they, among themselves, determine but in no event shall more than one vote be cast with respect to any Lot.

**Section 3. "SUSPENSION OF VOTING RIGHTS"** During any period in which a Member shall be in default of payment of annual or any special assessment(s) levied by the Association, the voting rights and right to use or benefit from any Association service, including the use of Common Areas and facilities, by such Member, may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member also may be suspended, after notice and hearing, for violation of any Rule or Regulation established by the Board of Directors, for so long as the infraction continues.

## ARTICLE FOUR

### ASSESSMENTS, INSURANCE, TAXES

**Section 1. "CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS"** Each Owner of any Lot, by acceptance of the Deed thereto, whether or not it shall be so expressed in said Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments. Such annual assessments and special assessments, shall be collected as hereinafter provided. The annual and special assessments together with interest and costs of collection thereof are secured by a continuing Lien upon the property against which each assessment is made. Said lien is superior to all other liens, whether created by contract, deed of trust, deed, other instrument or law, and all other liens are subject to the lien provided herein. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner(s) of such property at the time the assessment is due.

**Section 2. "PURPOSE OF ASSESSMENTS"** The assessments levied by the Association shall be used exclusively to promote the health, safety, security, welfare, property values, enforcement of deed restrictions, recreation and/or pleasure of the residents in the properties and for the improvement and maintenance of the Common Areas and facilities owned or maintained by the Association and for the payment of all expenses and obligations lawfully incurred by the Association. The annual maintenance assessment shall be held and used for the benefit of all owners in the Subdivision, and may be used and dedicated to the following expenses, including but in no way limited to; maintaining common areas, insect and rodent control, insurance, beautification of the Common Areas, minor capital improvements, deed restriction enforcement, publication of a subdivision newspaper, and generally for doing any other thing necessary or desirable in the opinion of the Board to maintain, operate, or improve the property of the Subdivision and to maintain property values in the Subdivision. The use of the maintenance fund for any of these purposes is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

**Section 3. "ANNUAL MAINTENANCE ASSESSMENT"** The annual maintenance assessment shall be set by the Board of Directors in accordance with this Revised and Amended Declaration and the By-Laws of the Association. Special assessments shall be set by the Board of Directors and approved by the members at the annual meeting or at a special meeting called for the purpose of approving these assessments in accordance with this Revised and Amended Declaration and the By-Laws of the Association. It is understood that the judgment of the Board of Directors of the Association in establishing the annual maintenance assessment and expenditure of said funds and the expenditure of special assessment funds, dues, and other charges shall be final and conclusive as long as said judgment is exercised in good faith.

(A) The annual maintenance assessment shall be set and approved by a majority vote of the Board of Directors no later than September 30th of each year during a regularly scheduled Board meeting or at a Special Board meeting called for the sole purpose of setting and approving the annual maintenance assessment.

(B) The annual maintenance assessment shall be set to cover the budgeted expenses of the Association for the next fiscal year. The annual maintenance assessment shall be equal for each lot, and the initial annual maintenance assessment shall be \$125.00 per year per lot effective on October 1<sup>st</sup>, immediately following approval of these deed restrictions.

(C) The annual maintenance assessment may be increased ten (10) per cent per annum without a vote of the Members. The annual maintenance assessment may be increased more than ten (10) percent above the previous year's annual maintenance assessment by a two-thirds (2/3) affirmative vote of the members at a meeting called in accordance with Association By-Laws for such purpose. The Board of Directors may reduce the annual maintenance assessment without a vote of the members.

(D) The annual maintenance assessment shall be billed during the month of October and is due and payable on the following January 1st and is delinquent if not paid by January 15th of the assessment year.

**Section 4. "SPECIAL ASSESSMENT A"** An assessment known as Special Assessment A may be set and assessed by the Board of Directors. Special Assessment A shall be used and dedicated for expenses for services to the Owners, including but in no way limited to, trash collection and security services.

(A) Special Assessment A shall be approved by a two-thirds (2/3) affirmative vote of the members at a meeting called in accordance with Association By-Laws for such purpose.

(B) Special Assessment A may be assessed monthly in pro rata installments for the fiscal year requirements or may be assessed annually in advance at the discretion and majority vote of the Board of Directors. This assessment is due and payable as ordered by the Board of Directors. The assessment is delinquent if not paid within fifteen (15) days of the due date.

(C) Special Assessment A can be collected by the Association in the same manner as is provided for the collection of the annual maintenance assessments in this Revised and Amended Declaration, the Articles of Incorporation of the Association and the By-Laws of the Association.

(D) Contracts for services, including but not limited to, trash and garbage disposal service or security services, may be with a public authority or with a private contractor(s) at the sole determination of the Board of Directors.

**Section 5. "SPECIAL ASSESSMENT B"** An assessment known as Special Assessment B may be set and assessed by the Board of Directors. Special Assessment B may be used and dedicated for the purpose of defraying in whole or part the acquisition, construction, reconstruction, repair, and replacement, or capital improvements, and for the operating costs related thereto, on or for any property or asset belonging to or being acquired by the Association.

(A) Special Assessment B shall be approved by a two-thirds (2/3) affirmative vote of the members at a meeting called in accordance with Association By-Laws for such purpose.

(B) Special Assessment B may be assessed monthly in pro rata installments for the fiscal year requirements or may be assessed annually, semi-annually or quarterly, in advance, at the discretion and majority vote of the Board of Directors. This assessment is due and payable as determined by the Board of Directors. The assessment is delinquent if not paid within fifteen (15) days of the due date.

(C) Special Assessment B may be collected by the Association in the same manner as is provided for in this Revised and Amended Declaration, the Articles of Incorporation and By-Laws of the Association.

**Section 6. "TRANSFER OF FUNDS"** The Board of Directors may authorize the temporary transfer (loan) of funds between accounts for the payment of expenses or emergencies that are not anticipated or provided for in the budget. The duration of this temporary transfer shall not exceed 180 days without restoration of funds to the account from which the money was loaned. Should the Board of Directors determine that more than 180 days will be required for the transfer (loan), a Special Meeting of the members shall be called in accordance with the Articles and By-Laws to present to the membership a revised budget indicating the timeline for restoring the funds to the account from which the money was loaned.

**Section 7. "NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4 OR SECTION 5"** Written notice of any meeting for the purpose of taking any action authorized under Article Four, Sections 4 and 5 of this instrument, shall be sent to all members not less than fifteen (15) days in advance of the meeting. This notice shall state the purpose of the meeting. At a meeting called for this purpose, the presence of Members in person or represented by proxy who are entitled to cast a vote, one-twentieth (1/20) of the votes of the membership shall

constitute a quorum for any action unless as otherwise provided in this Revised and Amended Declaration or the Articles of Incorporation.

**Section 8. "UNIFORM RATE OF ASSESSMENT"** Assessments shall be set at an equal amount for each Lot and shall be determined by dividing the total required dollars for each assessment by the number of Lots on January 1 of each year.

**Section 9. "EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION"** Any assessment not paid within fifteen (15) days after the dues date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may prepare and file a lien affidavit for delinquent assessments. The Association may bring an action at law against the owner personally obligated to pay the same, and foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by any and all methods available for the enforcement of such liens, including foreclosure by either judicial or non-judicial method, by an action brought in the name of the Association. The lien provided for in this section shall be in favor of the Association as a representative of the Members, and the Association shall have the power to bid on the property at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of his Lot. Should the Association conduct a non-judicial foreclosure, the Association is hereby authorized to appoint a trustee to enforce such non-judicial foreclosure. Non-judicial foreclosure shall be conducted in accordance with Section 51.002 of the Texas Property Code.

#### **Section 10. "INSURANCE"**

(A) It is specifically provided that each Owner shall be responsible for obtaining personal insurance covering said Owner's residence, garage, or any other covered areas, as well as its contents, including furnishings and personal property contained therein, against the risks of fire and other hazards. An Owner's personal liability shall not be covered by the liability insurance obtained by the Association as part of the common expense.

(B) The Board of Directors shall obtain and continue in effect property insurance to insure any buildings and other properties in the Common Areas against risk of loss by fire or other similar hazards and shall obtain comprehensive public liability insurance in such limits as it shall deem advisable insuring the Association, its Board of Directors, agents, and employees, and each Owner from and against liability in connection with the Common Areas.

(C) In the event of damage or destruction by fire or other casualty to any house or other property covered by insurance written in the name of an individual Owner, said Owner shall with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of such house or other property in a good workmanlike manner in conformance with plans and specifications approved by the Architectural Control Committee of the Huntwick Civic Association, Inc., or at Owner's and mortgagee's option to level and clear such property to a condition where it does not constitute a safety or health hazard and does not constitute a nuisance. Once commenced, repair, rebuilding, or leveling and restoring to grade of

the property shall continue diligently until completion. If for any reason whatsoever such Owner should refuse or fail to so begin or continue to repair, rebuild, or level the property within 180 days after the casualty, regardless of whether or not the insurance proceeds are sufficient to pay all costs of repairing, rebuilding, or leveling, the Association by and through its Board of Directors is hereby irrevocably authorized by such Owner to remove debris, level to grade, or to repair or rebuild any such property to the condition stated above. The Owner shall then promptly repay the Association the full amount actually expended for such removal of debris, repairing, rebuilding or leveling, plus interest of ten percent (10%) thereon, and the Association shall have a lien securing payment of such amount, and said lien shall be identical to that provided in Article Four, Section 1 securing the assessment(s), and nonpayment of this lien shall subject the property to foreclosure, costs and reasonable attorney's fees as provided in Article Four herein. Although the Board is authorized, at its discretion, to remove, repair or rebuild any such property as stated above, the Board is in no way obligated or required to do so.

(D) All cost, charges, and premiums for all insurance that the Board of Directors authorizes as provided herein shall be a common expense of all Owners and shall be assessed as a part of the maintenance assessment.

(E) Notwithstanding any provision of this Section 10 the Association shall maintain the right to seek a mandatory injunction or any other legal remedy to enforce an Owner's obligation to timely level, repair, rebuild or abate a nuisance.

**Section 11. "TAXES"** Each Owner shall pay directly, at his own cost and expense, all taxes levied or assessed against or upon his Lot and improvements and property thereon. The Association shall render for taxation and, as part of the common expense of all Owners, shall pay all taxes levied and assessed against or upon the Common Areas and the improvements and property related thereto.

## ARTICLE FIVE

### ARCHITECTURAL CONTROL

**Section 1. "ARCHITECTURAL CONTROL"** No building, structure, or other improvement shall be commenced, erected, placed, altered or maintained on any Lot until the construction plans and specifications and a site plan showing the location of same have been approved in writing by the Architectural Control Committee (ACC) as to compliance with the terms of these restrictions and any properly approved and recorded ACC guidelines. The ACC 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 sole and complete discretion. In the event the ACC fails to approve such plans in writing, construction shall not commence until the requirements of this Article Five, Section 1 have been fully complied with. Any Owner receiving approval of any plans by the ACC pursuant to this Article Five, Section 1, agrees to construct said addition or structure promptly and in accordance with the approved plans. The decision of the ACC to reject said plans, in whole or in part, may be appealed to the Board of Directors, which decision shall be considered at the first regular meeting of the Board of Directors following the expiration of ten (10) days written notice to the President of the Association by the Owner whose plans have been rejected in whole or in part. The ACC shall have the right and authority to require any Owner to remove or alter any structure which has not received approval or which is built other than per the



approved plans. The requirements of this Section 1 are in addition to any approvals or permits required by any governmental entity.

(A) **Architectural Guidelines.** The ACC shall have the right to promulgate and specify minimum construction or architectural design requirements for building sites, minimum setback lines, the orientation of structures with respect to streets, walks, paths and structures on adjacent property, to specify the acceptable exterior materials and paint colors that may be utilized in construction or repair of improvements, and such other construction and architectural design requirements for the properties that the ACC determines are of benefit to the community with the aim of preserving the property values in the Subdivision. Said ACC Guidelines shall be filed in the Harris County Real Property Records so as to place all Owners and future purchasers on notice of the guidelines. The ACC shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design guidelines and requirements as may be promulgated from time to time by the ACC.

**Section 2. "COMMITTEE MEMBERSHIP"** The ACC shall be composed of three (3) or more members of the Association appointed by the Board of Directors in accordance with the terms of the By-laws. Any ACC member may be removed from the ACC with or without cause, by a majority vote of the Members of the Association at an Annual Meeting or a Special Meeting called for this purpose, or by a unanimous vote of the Board of Directors at a Regular or Special Board Meeting. If, for any reason, the ACC ceases, fails or refuses to function, the Board of Directors shall serve as the ACC. All decisions of the ACC must be made in writing or at a meeting of the ACC (called with five (5) days written or verbal notice to all members) at which meeting a majority of the members of the ACC must approve or reject the plans or request for a variance.

**Section 3. "NO WAIVER OF FUTURE APPROVALS"** The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of such Committee shall not be deemed to constitute a waiver by the ACC or the Board acting as the ACC, of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatsoever related to the subject property or any other property in the Subdivision, that are subsequently or additionally submitted for approval and consent.

**Section 4. "VARIANCES"** The ACC shall have the right, exercisable at its discretion, to grant variances to ACC architectural standards and guidelines and to establish building lines for each individual Lot or building site in specific instances where (i) the property Owner can demonstrate that a hardship exists and (ii) the ACC deems that such variance does not adversely affect the adjacent properties or the architectural and environmental integrity of the Subdivision. The ACC may, at its discretion, require written approval of property owners immediately adjacent to the property for which a variance has been requested. Each variance shall be granted in writing and addressed to the Owner requesting the variance, and shall describe the applicable restrictions to which the variance is granted and list all conditions imposed on the variance. It shall be the responsibility of the Owner to record the variance in the Real Property Records of the County Clerk of Harris County. Failure by the ACC to respond within (30) days to a request for a variance shall be deemed as a denial of the variance.

**Section 5. "COMPLIANCE WITH GUIDELINES"** Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ACC may be expelled by the Board from the Properties without liability to any person. The decision by the Board may be appealed directly and in person to the Board of Directors at the next regular Board meeting of the Association following the notice.

**Section 6. "NO LIABILITY"** Review and approval of any application pursuant to this Article is made on the basis of aesthetic and maintenance considerations and the ACC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, the ACC committee members, or any other committee or member 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 structure.

## ARTICLE SIX MAINTENANCE AND REPAIRS

**Section 1. "NECESSARY EXTERIOR REPAIRS BY ASSOCIATION OCCASIONED BY MEMBER'S NEGLIGENCE"** Every Owner of a Lot, by acceptance of a deed for the same or by acceptance of title as devisee or heir, covenants that he, she or it will not permit the Lot, building or any improvements (including but not limited to the grass, shrubs, trees, driveways, garages, garage doors, walls, sidewalks, fences and swimming pools) thereon to be otherwise maintained than in good repair and in safe, neat and attractive condition. In the event that any Member shall fail to so maintain his Lot and such neglect in the judgment of the Board of Directors of the Association should result in a condition of unsightliness tending to adversely affect the attractiveness, value or enjoyment of neighboring Lots or in the event that it constitute a hazard to persons or property, the Board of Directors of the Association, its Deed Restriction Committee or the ACC, may give notice of such conditions to the Owner of the Lot, demanding that such conditions be abated within ten (10) days from the date that the notice is sent by U.S. Certified Mail, Return Receipt Requested and by regular U.S. Mail service. If the Owner of the Lot does not rectify the condition by the end of that period, the Association may cause the work to be performed as is necessary upon the Lot without liability in trespass or any other cause of action to the Association or Board of Directors and the cost of such services shall be charged against the Lot upon which such services were performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article Four herein, and as part of such annual assessment or charge it shall be a lien and obligation of the Owner in all respects as provided in Article Four, except that payment for any work performed pursuant to this Section shall be due upon presentation to the Owner, either in person or by regular U.S. Mail, of the Association's invoice. Default by failing to pay prompt and full payment within ten (10) days from the date the invoice is sent to the Owner shall entitle the Association to interest on the amount unpaid from the date of the invoice at the rate of ten percent (10%) per annum, which interest also shall be secured by a lien upon the Lot and shall also be the personal obligation of the Owner thereof. The Board is specifically authorized to file a lien affidavit in the real property records for any sums due from the above that are unpaid after such demand.

**Section 2. "ACCESS BY THE ASSOCIATION AT REASONABLE HOURS"** For the purpose of performing, after expiration of the notice period required in Article Six, Section 1, the necessary exterior work as provided in Section 1 of this Article, the Association through its authorized agents, servants, employees, or contractors shall have the right to enter upon any Lot within the Properties at no liability to the Association or Board of Directors in trespass or otherwise, at reasonable hours except Sundays and holidays. Such entry shall require the two-thirds (2/3) affirmative vote of the Board of Directors.

## **ARTICLE SEVEN**

### **USE RESTRICTIONS**

**Section 1. "RESIDENTIAL USE"** No Owner shall occupy or use his Lot or building thereon or permit the same or any part thereof to be occupied or used for any purpose other than as a private single family residence. As used herein the term "private single family residence" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses, and no Lot shall be used or occupied for any business, commercial trade or professional purposes except as herein specifically provided in Article Seven, Section 19.

**Section 2. "DWELLING SIZE"** No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family dwelling not to exceed two stories in height and a private garage for not less than two cars and permitted accessories. These restrictions shall not prevent the inclusion of servant quarters in connection with a garage for the use of bona fide servants domiciled with an Owner or Owners tenant, or the use of such quarters for a family member domiciled with an Owner or an Owner's tenant.

**Section 3. "DWELLING AREA"** The livable area of each main residence, exclusive of open or screened porches, stoops, open terraces, garages or detached servant's quarters, shall be not less than 1,800 square feet for a one story dwelling nor less than 2,200 square feet for a two story dwelling with the exception of an Estate residence, which shall be not less than 3000 square feet for a one story dwelling, and not less than 3500 square feet for a two story dwelling.

### **Section 4. "TYPE OF CONSTRUCTION, MATERIALS AND LANDSCAPE"**

(A) No residence shall have less than fifty-one percent (51 %) equivalent brick or masonry construction in its exterior wall area except that the detached garages may have brick or wood siding of a type and design approved by the Architectural Control Committee or the Board of Directors of the Association provided in Article Five herein.

(B) No window or wall type air conditioner shall be permitted to be used, erected, placed or maintained on or in any building in any room visible from the street.

(C) The Architectural Control Committee or the Board of Directors shall have the right to approve all building related items for a residence as set forth in the ACC Standards and Guidelines.

(D) All residences must have a minimum of one (1) gas light or an electric light (either converted or new) with Estate and corner properties having a minimum of two (2) gas lights or electric lights installed in the front yard or at the direction of the ACC as to placement. The gas or

electric light(s) shall be kept burning during all hours of darkness by the owner or resident. All new homes shall provide for the builder to install the house-tap and line (gas) or electrical connection at the time of construction at a point designated by the ACC.

**Section 5. "BUILDING LOCATION"** No building shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than the minimum building set back lines shown on the appropriate recorded plat. Unless otherwise noted on the recorded plat, no building shall be located on any residential building plot nearer than twenty-five (25) feet or twenty (20) feet (in cul de sacs) to the front Lot line nor nearer than ten (10) feet to any side street Lot line, nor nearer than ten (10) feet to the rear Lot line, except along Champions Forest Drive which is twenty (20) feet to the rear lot line. No building shall be located nearer than seven (7) feet to an interior side lot line except that a detached garage or other permitted accessory building located fifty (50) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. No garage located nearer than fifty (50) feet to the front lot line or side lot line for a corner Lot shall face and open at less than a ninety (90) degree angle to the front or side property line (or tangent thereto if property line curves). Each residential structure shall front on the street on which it is indicated on the plat to be the front lot line. On a corner Lot, the residential structure may face toward the corner providing the Lot is an appropriate size and with ACC approval of the site plan. Exceptions are noted in the Addendum regarding the Patio Building Sites. Other than a mail box structure (approved by the ACC) no fence, wall, pergola, gazebo, hedge or other detached structure shall be erected, grown or maintained on any part of any Lot forward of the front building line nor shall the above be erected, grown or maintained forward of the side building line of a corner Lot.

**Section 6. "LOT AREA"** Lots may be re-subdivided into building sites comprised of a part of one or more Lots as platted, provided that no dwelling shall be erected or placed on any building site containing less than seven thousand (7,000) square feet in area, with the exception of the Estate site, which shall contain not less than ten thousand (10,000) square feet, and the Patio site, which shall contain not less than five thousand (5,000) square feet, as shown on the recorded plat of said subdivision.

Any owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single family residence building site with the privilege of constructing improvements on such site. Any such re-subdivision or consolidation must first be approved by the Architectural Control Committee. In the event of a re-subdivision or consolidation, setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat.

**Section 7. "EASEMENTS"** Easements for the installation and maintenance of utilities, drainage, facilities, roads, street and pipelines heretofore granted are reserved as shown on the recorded plat. Further, as referenced heretofore, an easement hereby is granted to the Association, its officers, agents, or employees, and to any management company selected by the Association to enter in or cross over the Common Area or any Lot to perform the duties of maintenance and repair of the residence or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as initially programmed or thereafter approved by the Association's Board of Directors.

**Section 8. "OBSTRUCTION OF COMMON AREAS AND INTERSECTIONS"** There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without prior written permission of the Board of Directors. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No obstruction (including but not limited to a fence, wall, hedge or shrub planting), shall be placed or permitted to remain where it would create a traffic or sight problem.

**Section 9. "INSURANCE"** Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area or which would be in violation of any law. No waste will be deposited in the Common Area.

**Section 10. "NUISANCE OR ANNOYANCE"** No noxious or offensive activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owner(s) or which might be calculated to reduce the desirability of the Properties as a residential neighborhood even if such activities are in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance or nuisance.

**Section 11. "PARKING, MAINTENANCE, REPAIR AND STORAGE OF VEHICLES OR EQUIPMENT AND TEMPORARY STRUCTURES":**

(A) Passenger automobiles, passenger vans, motorcycles, pickup trucks or other self powered vehicles with a current inspection sticker and current license plates and (i) in operating condition and (ii) which do not exceed six feet six inches (6'-6") in height or eight (8 feet in width or twenty-one (21) feet in length (a) may be parked on the driveway of a Lot provided the vehicle(s) is used for primary transportation and is driven on the public streets a minimum of once every seven days and (b) may not be parked upon the public street(s) adjacent to the Owner(s) Lot for a period exceeding ten (10) days out of thirty (30) consecutive days without a permit from the designated Association representative.

(B) Any vehicle of any type, self powered or otherwise, including but not limited to watercraft, mobile homes, trailers, recreational vehicles, campers, camper tops off trucks, machinery, or equipment of any type permitted by Law, may be parked or stored inside a garage, so long as it is concealed from view by the general public.

(C) No camper, trailer, motor home, watercraft, off road vehicle, or other vehicle of any kind (self powered or otherwise) except those vehicles used primarily for transportation will be stored, parked, or kept on any Lot outside of a garage or in any street within the designated Subdivision boundaries for more than ten (10) days during any consecutive thirty (30) day period without a permit from the Association designated representative.

(D) No vehicle shall (1) obstruct ingress or egress by the Owners of the Lots, their families, guests, and invitees, except for the reasonable needs of an emergency, construction or service vehicles to a time limited to as briefly as possible; (2) obstruct postal delivery, (3) constitute a safety or traffic hazard (4) be parked on the front, back, or side yard at anytime and (5) be parked on the Common Areas except in a designated parking space.

(E) Except as otherwise provided within these deed restrictions, no inoperative vehicle (inoperative defined herein as not in a current running or usable condition or a vehicle on which the inspection sticker or license plate(s) has expired) may be parked or stored on any Lot or on any street within the designated Subdivision boundaries for more than two (2) days during any calendar year.

(F) Except as otherwise provided within these deed restrictions, no vehicle, operable or inoperable, or equipment may be parked or stored for any length of time on an undeveloped Lot or on the Common Areas.

(G) No vehicle may be repaired, assembled, disassembled or otherwise worked upon on (1) an undeveloped Lot; (2) a developed Lot in excess of seventy-two (72) hours during any consecutive seven (7) day period unless the vehicle being repaired is concealed from view inside a garage; (3) any street or Common Area within the designated Subdivision boundaries.

(H) Commercial vehicles (defined as vehicles used primarily in a trade or business for the production of income, with or without a company logo or identification sign(s)) shall only be parked on an Owners Lot in a garage. Vehicles for Contractors working on remodeling or new construction on an Owner's Lot may be parked on the Owner's driveway or immediately adjacent street(s) for a period not exceeding ten (10) hours during each twenty-four (24) hour period providing said vehicles do not block traffic or prevent transit by emergency vehicles.

(I) No camping trailer, camper, trailer home, any type of mobile home, watercraft or vehicle with living accommodations shall be used for, or in conjunction with, a residence or dwelling with the exception of visiting parties, who may only use the vehicle as living accommodations after obtaining a permit from the designated Association representative.

(J) No structure of a temporary character, including but not limited to a tent, shack, garage or other outbuilding, unless approved by the ACC, shall be occupied or used as a residence, temporarily or permanently.

(K) No aircraft of any type other than model aircraft and designated emergency aircraft shall be permitted to land, takeoff, or be stored within the Subdivision designated boundaries.

(L) Any permit granted under this Section 11 shall expire upon the designated expiration date or upon February 28 of each year.

(M) Owner(s) may appeal any provision of this Section by requesting, in writing to the President of the Board of Directors, a meeting of the Board of Directors to consider the Owner(s) specific needs. The President shall call a meeting within ten (10) working days from receipt of the request. The Board shall consider the Owner(s) request and a majority vote of the Directors present at the meeting will approve or deny the request. The decision of the Board of Directors shall be final. An Owner(s) shall be permitted only one appeal per calendar year under the provisions of this Section.

**Section 12. "SWIMMING POOLS, SPAS, AND SIMILAR STRUCTURES"** No swimming pool, spa, similar structure or water hazard shall remain on any Lot without fencing approved by the ACC and said fencing gate(s) shall remain locked at all times or be equipped with working self closing and self latching gates. All swimming pools, spas, similar structures or water hazards shall be maintained in a safe, clean, neat and attractive condition.

**Section 13. "GARAGE, YARD, AND ESTATE SALES"** No more than a total of two (2) garage, yard, or estate sales shall be allowed on any Lot in any calendar year ("Permitted Sales").

Permitted Sales may only last two (2) consecutive days and must be conducted by the residents of the Dwelling. No Permitted Sales may be conducted from a Lot that does not have a Dwelling Unit located thereon, which is occupied as a residence at the time of the Permitted Sale, unless otherwise approved by the Board of Directors.

**Section 14. "SIGNS AND BILLBOARDS"** No signs, billboards, posters or advertising devices of any character may be placed in the Common Areas. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot with the following exceptions: (a) one sign of not more than five (5) square feet to advertise the property for sale or lease; (b) school spirit signs; (c) sign for a Permitted Sale of not more than five (5) square feet located only on a Lot where the Permitted Sale is occurring and only if the sign is placed on the Lot no more than 24 hours in advance of the Permitted Sale with the sign removed no more than 24 hours after the Permitted Sale; (d) alarm/security signs; and/or (e) any no trespassing sign, no soliciting, and/or beware of dog sign of not more than one (1) square foot; (f) two flags, if the flag is a reasonable size and décor as determined in the discretion of the Board of Directors; (g) yard ornamentation, in reasonable quantity and décor subject to the discretion of the Board of Directors. The Association acting by and through the Board of Directors shall be authorized to enter the Lot and remove any sign, advertisement, billboard or other structure displayed in violation hereof and in doing so shall not be subject to any liability for trespass or other tort in connection with or arising from such entry and or removal.

**Section 15. "OIL AND MINING OPERATIONS"** No gas or oil drilling or development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

**Section 16. "CARE-GIVING FACILITIES"** No Lot shall be used for the operation of a boarding or rooming house, a residence for transients, a group home, family home, community home, half way house, personal care facility, custodial care facility, day care center, rehabilitation center, treatment facility or residence of unrelated individuals who are engaging in undertaking or participating in any group living, day or night care of children or adults, rehabilitation treatment therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicaps, or illness or other similar matters, unless any such facility is otherwise allowed by the terms of any law specifically negating the provisions of restrictive covenants prohibiting same. Provided however informal baby sitting arrangements for one (1) to five (5) children on an occasional or non-scheduled basis and baby-sitting or care giving performed by residents of the Subdivision for those related to the resident by blood, marriage or adoption are excepted herefrom.

**Section 17. "LIVESTOCK, POULTRY AND REPTILES"** No animals, livestock, poultry of any kind, or reptiles shall be raised, bred, or kept on any Lot except that not more than three (3) dogs, cats or other household pets may be kept provided that they do not become a nuisance and are not kept, bred, or maintained for any commercial purpose. The forgoing limitation on number of pets shall not apply to hamsters, small birds, fish, or other constantly caged animals. Dogs shall at all times, whenever they are outside the Lot, be confined on a leash held by a responsible person.

However, those pets which are permitted to roam free or which endanger the health or constitute a nuisance or inconvenience to the other Owners shall be removed upon request of the Board of Directors; if the Owner fails to honor such request, the pet may be removed by the Board of Directors or designated representative, and the Board, or any person acting at the direction of the Board, shall not be subject to any liability for removing the pet.

**Section 18. "STORAGE AND DISPOSAL OF GARBAGE AND REFUSE AND CLOTHESLINES"** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Trash, garbage, or other waste shall be kept screened by adequate plantings or fencing, so as to conceal them from public view. The screen may not extend beyond the front building line. No Lot shall be used for the open storage of any materials whatsoever except that new building 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 suitable enclosures on the Lot. There is reserved in favor of the Board of Directors the determination of the method of garbage disposal for the Subdivision, that is, whether it should be through public authority or through private garbage disposal contractor(s). Permanent clothesline(s) shall be permitted provided the clothesline(s) and the items hanging from the clothesline(s) are not visible from the street or from any other Owner's Lot.

**Section 19. BUSINESS USE** No trade or business may be conducted in or from any Lot except that an Owner or his tenant may conduct business activities within the Lot or building thereon so long as:

(A) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the lot;

(B) The business activity conforms to all zoning or deed restriction requirements for the Properties;

(C) The business activity does not involve persons or commercial vehicles coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and

(D) The business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined by the Board of Directors.

**Section 20. "PLAYGROUND AND RECREATIONAL FACILITIES"** Any playground or other recreational facility or area or equipment furnished and/or maintained by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to the use thereof.

**Section 21 "FIREARMS AND FIREWORKS"** The discharge of firearms within the Properties is prohibited except for police officers certified by the State of Texas and Owners



defending their family or property within applicable laws. Fireworks and other pyrotechnics shall not be allowed within the Subdivision unless the Association has granted prior written permission.

**Section 22. "OUTSIDE ANTENNAS"** No outside aerial, pole or other device shall project above the highest ridge of the house by more than five (5) feet without written approval of the Architectural Control Committee or the Board of Directors, as provided in Article Five herein. These guidelines notwithstanding; all plans for a satellite dish antenna must be submitted to the Architectural Control Committee for approval, as provided for in Article Five herein.

**Section 23. "FENCES"** No fence within the properties is to exceed six (6) feet six (6) inches in height with the exception of perimeter fences and walls which shall be eight (8) feet six (6) inches. No fence within the properties may be made of "chain link". All fences must have the approval of the "ACC" as provided for in Section Five herein. Fences once erected must be maintained in safe structurally sound condition with all components intact, operable, and complete.

## ARTICLE EIGHT

### NOTICE REQUIREMENTS, MANAGEMENT AGREEMENTS, LEASES AND DELEGATIONS

**Section 1. "NOTICE OF SALE OR TRANSFER OF TITLE"** In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder including payment of assessments notwithstanding the transfer of title to the Lot.

**Section 2. "EXAMINATION OF RECORDS"** The Association shall permit Owners of Lots to examine the records of the Association pursuant to the provisions of the Texas Non-Profit Corporation Act, and as required by Texas Property Code 209.005.

**Section 3. "LEASES"** The Association shall require that all leases of any house must (i) be in writing and (ii) provide that such leases specifically are subject to the provisions of the Revised and Amended Declaration, the Articles of Incorporation, and the By-Laws of the Association and that any failure of the lessee to comply with the terms of these documents shall be a default under such lease. Additionally, each Owner shall furnish his tenant(s) with a current copy of these Deed Restrictions on or before the effective date of the lease. Other than the foregoing, there shall be no restrictions on the right of the Owner to lease his house.

**Section 4. "MANAGEMENT AGREEMENTS"** Any management agreement entered into by the Association will be terminable by the Association for cause and the term of management agreement shall not exceed the period of two (2) years, renewable by agreement of the parties to such agreement for successive two (2) year periods.

**Section 5. "DELEGATION OF OWNER'S USE OF COMMON AREAS"** Regarding an Owner's delegation of his right of enjoyment to the Common Areas and facilities as provided in Article Two Section 2 of the Revised and Amended Declaration, no such delegation shall work a severance of the rights of enjoyment of the Common Areas and facilities from the ownership of a Lot, and any such delegation shall terminate upon conveyance of legal title to such Lot by said Owner.

## ARTICLE NINE

### GENERAL PROVISIONS

**Section 1. "ENFORCEMENT"** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Revised and Amended Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

**Section 2. "REPEALER"** This Revised and Amended Declaration shall replace the Restrictions and Amended Restrictions, if any, in their entirety except to the extent this amendment may be determined to be invalid or inapplicable to any Lot or any right, title or interest therein, in which case the previously applicable Restrictions and Amended Restrictions, if any, shall apply (if binding against the Lot on the date this amendment is filed of record) and to that extent the Restrictions and Amended Restrictions, if any, are hereby ratified and confirmed, and shall continue in full force and effect.

**Section 3. "SEVERABILITY"** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 4. "DURATION AND AMENDMENTS"** The Property described herein shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, reservations, easements, charges, assessments, obligations, and liens as provided herein, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property, shall be binding upon all parties having any right, title or interest in the described Property or any part thereof, heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the Huntwick Civic Association, Inc.

The duration of these covenants and restrictions running with the land shall be perpetual. This Revised and Amended Declaration may be amended, in whole or in part and at any time, by an instrument signed by the President of the Association when approved by a two-thirds (2/3) affirmative vote of the membership voting in person or by proxy at an annual or special meeting duly called for such purpose and held in accordance with the terms of the By-laws of the Association. Any such instrument of amendment shall be filed of record in the Official Public Records of Real Property of Harris County, Texas.

**Section 5. "ANNEXATION"** Additional residential property and Common Area may be annexed to the Properties subject to the following

(A) With the consent of two-thirds (2/3) of the votes of the Members who are voting in person, by absentee, or by proxy at a regular meeting or a special meeting duly called for this purpose.

(B) The annexation or addition may be accomplished by the execution and filing for record by the Owner(s) of the Property being added or annexed of an instrument which may be called "Articles of Annexation" which shall set out and provide in substance the name of the Owner(s) of the property being annexed who shall be called the "Declarant(s)"; the perimeter description of the Property being added or annexed, which for descriptive purposes may be designated as Section Eleven, Section Twelve, etc., as the case may be, under this Revised and Amended Declaration; the description of the residential areas and of the Common Area of the Property being added or annexed, and the right and easements of the Owners in and to the Common Area; that the Property is being added or annexed in accordance with the provisions of this Revised and Amended Declaration and any amendments thereto; that the Property being added or annexed shall be developed, held, used, sold, and conveyed in accordance with and subject to the provisions of the Revised and Amended Declaration; that all of the provisions of the Revised and Amended Declaration and any amendments thereto, shall apply to the property being added or annexed with the same force and effect as if said property were included originally therein as part of the original development; that the property being added or annexed is subject to the jurisdiction of the Association with the same force and effect as if said property were included originally in the Declaration as part of the original development; that the Common Area of the property being added or annexed has been or will be conveyed to the Association, subject to the rights of the Owners therein, prior to the sale of the first Lot in the added or annexed property; and such other provisions which are not inconsistent with the provisions of this Revised and Amended Declaration.

(C) At such time as the "Articles of Annexation" are filed for record and the Common Area of the annexed property has been conveyed to the Association the annexation shall be deemed accomplished, and the annexed area shall be a part of the Properties and subject to each and all of the provisions of this Revised and Amended Declaration and to the jurisdiction of the Association in the same manner and with the same force and effect as if such annexed property had been included originally herein as a part of the initial development.

(D) After addition or annexation are made to the development, all assessments collected by the Association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners in the Subdivision so that there shall be a common Assessment Fund for the Properties.

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This Revised and Amended Declaration is hereby ratified and confirmed and shall have the same force and effect as if the provisions herein were set forth in the original Reservations, Restrictions and Covenants applicable to the Properties. This Revised and Amended Declaration shall become effective upon being filed in the Real Property Records of Harris County, Texas.

This document has been prepared in multiple original counterparts in order to facilitate its execution by the existing Lot Owners whose names appear below. Each counterpart is identical and shall be legally valid and of full force and effect notwithstanding the fact each counterpart does not contain all the signatures of all such Lot Owners or their respective spouses.

IN WITNESS WHEREOF, this instrument has been executed in multiple counterparts as of the 19 day of May, 2004.

HUNTWICK CIVIC ASSOCIATION, INC.

BY: Sylvia A. Manley

PRINTED NAME: Sylvia A. MANLEY  
PRESIDENT OF HUNTWICK CIVIC  
ASSOCIATION, INC.

ATTEST:

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_  
SECRETARY OF HUNTWICK CIVIC  
ASSOCIATION, INC.

THE STATE OF TEXAS

COUNTY OF HARRIS

§  
§  
§

BEFORE ME, the undersigned authority, on this day personally appeared Sylvia A. Manley, President of Huntwick Civic Association, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of May, 2004.

[Signature]  
Notary Public in and for the State of Texas

