

NOTICE

U148387

529-87-2142

AFFIDAVIT FOR THE FILING OF DEDICATORY INSTRUMENTS

12/29/99 300353100 U148387 455.00

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN  
BY THESE PRESENTS:

WHEREAS, the attached documents are true and correct copies of the dedicatory instruments for HUNTWICK CIVIC ASSOCIATION, INC. and are being filed in the Real Property Records of Harris County pursuant to Section 202.006 of the Texas Property Code.

By: Douglas E. Cole  
Printed Name: DOUGLAS E. COLE  
Title: President

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X

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DOUG COLE whose position is President of HUNTWICK CIVIC ASSOCIATION, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of December, 1999.

Florita Welsh  
FLORITA WELSH Notary Public in and for  
Notary Public, State of Texas  
Commission Expires 06-26-2003  
The State of Texas

After recording return to:


M. SUSAN RICE, PC  
M. Suzy Ingle Rice  
3900 Essex, Suite 1070  
Houston, Texas 77027

1999 DEC 29 AM 11:03  
COUNTY CLERK  
HARRIS COUNTY TEXAS  
FILED

BY-LAWSHUNTWICK CIVIC ASSOCIATION, INC.  
("ASSOCIATION")ARTICLE I

**NAME AND LOCATION.** The name of the corporation is Huntwick Civic Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located in Harris County, TX but meetings of Members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

1. "Association" shall mean and refer to Huntwick Civic Association, Inc., its successors and assigns.
2. "Properties" shall mean and refer to any real or personal property as may hereafter be brought within the jurisdiction of the Association.
3. "Common Area" shall mean and refer to any plot of land owned by the Association or those plots of land designated as Reserve "A" and Reserve "B" and that plot of land known as "Donut Lake" in the Deed Restrictions and Covenants for Huntwick Forest Subdivision. This shall exclude Reserves set aside for commercial property and for the Huntwick Racquet Club.
4. "Lot" shall mean and refer to any plot of land shown upon any recorded maps of Huntwick Forest Subdivision with the exception of any acreage tracts shown on such subdivision map or maps.
5. "Building Site" shall mean and refer to any plot of land containing one or more Lots or partial Lots shown upon any recorded maps of Huntwick Forest Subdivision with the exception of any acreage tracts or "Reserve" plots shown on such subdivision map or maps.
6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
7. "Members" shall mean and refer to those persons or entities who are Owners of Building Sites or residences within Huntwick Forest Subdivision. There shall be only one membership for each Building Site within the subdivision. 
8. "Resident" shall mean and refer to the occupant of any residence within the Huntwick Forest Subdivision.
9. "Voting Member" shall mean and refer to those Members who are current in payment of maintenance fees and special assessments.
10. "Maintenance Fees" shall mean and refer to the annual maintenance assessment levied against each Lot as described in the Deed Restrictions for Huntwick forest Subdivision.

11. "Special Assessment "A" shall mean and refer to the annual or monthly resident service fees levied against each Resident or Member for the collection of trash and for security.

12. "Special Assessment "B" shall mean and refer to the annual or monthly fees assessed against each Resident or Member for the funding and maintenance of capital acquisitions by the "Association".


13. "Fiscal Year" and "Budget Year" shall mean and refer to that twelve (12) month period for Association reporting to the Internal Revenue Service and other governmental entities and shall be determined by the Board of Directors.

14. "Budget" shall mean and refer to that annual operating revenue and expense plan for the Association.

### ARTICLE III MEETINGS

Section 1. **Annual Member Meetings** shall be held on the third Wednesday of February at 7:30 P. M. local time. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. **Special Member Meetings** may be called at any time by the President or by two (2) Members of the Board of Directors or upon written request of one-tenth (1/10) of the Members.

 Section 3. **Board of Directors Regular Monthly Meetings** shall be held on the second ~~Thursday~~ <sup>Tuesday</sup> of each month with the place and time determined by the Board of Directors. The Board of Directors shall post notice of the meetings in the Association monthly newspaper. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 4. **Special Board of Director Meetings** may be called by the President or by any two Board Members upon forty eight hours written notice to each Director. **Notice of Waiver of Meeting Notice** may be granted by signature of a quorum of Directors present for the Special Meeting.

Section 5. **Notice of Member Meetings** shall be by written notice of each meeting given by, or at the direction of, the Secretary or person authorized to call the meeting, by delivery or by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting to each member addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and the purpose of the meeting.

Section 6. **Quorum For An Annual Or Special Member Meeting** shall be the presence of one-twentieth (1/20) of the Members entitled to cast, or of proxies entitled to cast votes and shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these By-Laws. If such quorum is not present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

**Section 7. Quorum For A Regular Or Special Board Meeting** shall be a majority of the elected Directors. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless the act of a greater number is required by law or by these By-Laws.

**Section 8. Voting At A Special Or Annual Member Meeting** shall be by absentee vote, by proxy or in person. All proxies shall be in writing with origination date and filed with the Secretary. Every proxy shall be revocable and shall cease upon conveyance of written revocation by the member to the Secretary by 6:00 PM local time on the date of the election or elapse of sixty (60) days from origination date whichever occurs first. Every absentee vote may be revoked by written notice to the Secretary by 6:00 PM on the date of the election.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

**Section 1. Number.** The business of this corporation shall be managed by a Board of Directors of not less than three nor more than twelve Directors who shall be voting Members of the Association.

**Section 2. Term of Office.** The term of office shall be two years with no Director serving more than two consecutive elected terms. The Board of Directors shall make every reasonable effort to schedule elections such that approximately one-half (50 %) of the Directors are elected each year.

**Section 3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association at a Special Meeting called for this purpose or at an Annual Meeting or by a unanimous vote of the remaining Board of Directors at a Special or Regular Board Meeting.

**Section 4. Death, Removal Or Resignation Of A Director.** The remaining Board of Directors shall elect a replacement Director to serve the unexpired term of his or her predecessor.

**Section 5. Merger.** In the event of a merger of this corporation, the Board of Directors shall elect additional Directors, as required, to fill the duties and responsibilities of the merged corporation. These Directors shall serve no more than two years before standing for election.

**Section 6. Compensation.** No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 7. Action Taken Without A Meeting.** Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at any scheduled meeting of the Board of Directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nominations.** Unless otherwise provided herein, nominations to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be

appointed by the Board of Directors prior to each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All nominees, including those placed in nomination from the floor at the annual meeting, must have given prior consent to serve before being placed in nomination.

**Section 2. Election.** Election to the Board of Directors shall be by ballot at the annual meeting. An Election Committee consisting of one Board member and two (2) additional association Members shall be appointed by the President of the Association prior to the counting of the ballots. This Election Committee shall preside over the election and insure that:

- (a) All ballots are signed.
- (b) All proxies are correct, signed and dated.
- (c) All ballots are checked against the poll role which shall be the Association membership roll.
- (d) No more than one ballot per Lot or residential building site is counted.

The official ballot for the election shall be submitted to each member at least five (5) days before the Annual Meeting. Signed absentee ballots may be delivered to the Secretary of the Association before 6:00 P. M., local time, on the day of the Annual Meeting. Candidates receiving the greatest number of votes shall be elected.

## ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board of Directors shall have the power to:

- (a) Exercise for the Association all powers, duties and authority vested in or delegated to the Board of Directors by the Covenants and Deed Restrictions for Huntwick Forest, the By-Laws and Articles of Incorporation of the Association and specifically not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation.
- (b) Declare the office of a member of the Board of Directors to be vacant in the event such member shall have unexcused absences from three (3) consecutive regular scheduled meetings of the Board of Directors.
- (c) Employ such employees as they deem necessary and prescribe their duties and compensation.
- (d) Amend these By-Laws to facilitate operation and management of the Association except that ARTICLE II, ARTICLE III, ARTICLE IV, Section 1, 2, 3 and 6, ARTICLE V, Section 1 and 2, ARTICLE VI, Section 1, Paragraph (d) and Section 2, ARTICLE X, Section 1 and 2, ARTICLE XIII, Section 1 and 2 and ARTICLE XIV, Section 1 and 2 shall not be amended by the Board of Directors.
- (e) Enter into contracts on behalf of the Association or execute and deliver any instrument in the name and on behalf of the Association.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

529-87-2147

(a) Keep a written record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members or at any Special Meeting when such statement is requested in writing, a minimum of thirty days (30) prior to the meeting, by one-twentieth (1/20) of the Members who are entitled to vote.

(b) Supervise all employees of the Association and to see their duties are properly performed.

(c) Procure and maintain liability and hazard insurance on all property owned by the Association.

(d) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate, with the bond premium to be paid by the Association.

(e) Cause all Common Areas to be maintained.

(f) Enforce the Covenants and Deed restrictions for Huntwick Forest Subdivision.

(g) Cause an annual operating Budget to be prepared and presented to the membership, in writing, a minimum of fifteen (15) days prior to the Annual Meeting. This Budget shall include the projected revenue and expenses by major categories for the next fiscal year and the actual revenue and expenses for the same categories for the current fiscal year. This Budget must be approved by a two-thirds (2/3) affirmative vote of a quorum at a Special or Annual meeting. Should this Budget fail to gain approval, the meeting shall be adjourned from time to time until a Budget is approved. During the period without an approved Budget, the Association shall continue to operate, including payment of obligations, and assess maintenance fees and resident services fees at the most recently approved rates.

(h) Publish a subdivision newspaper a minimum of bi-monthly.

(i) Set the annual maintenance fee for the subsequent calendar year no later than September 30th of each year.

(j) Take such emergency action as deemed necessary to protect the health, life and/or property of the Association Members provided such action is approved by a two-thirds (2/3) majority of the Board of Directors present at a Regular or Special meeting.

#### ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. **Officers.** The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. **Election Of Officers.** Members of the Board of Directors shall elect its officers at the first meeting of the Board of Directors following each Annual Meeting.

Section 3. **Term.** Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board of directors or membership at any Special Meeting called for this purpose. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancy.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors, Annual Meetings and Special Meetings; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, litigation and other written instruments and shall co-sign checks and promissory notes. The President shall be an ex-officio member of all committees and shall decide all questions of procedure and order.

Vice President

(b) The Vice President shall act in the place and instead of the President in the event of his absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required of the office by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit, in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign, together with at least one other officer, all checks and promissory notes of the Association; keep proper books of the accounts; cause an annual audit or financial review of the Association books to be made at the completion of each fiscal year, and shall prepare an annual Budget and a statement of income and expenditures to be presented to the membership at the Annual Meeting and make a copy of each available to each member.

Article VII  
COMMITTEES

Section 1. **Standing Committees.** The Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws. With the exception of the Architectural Control Committee, the Board of Directors shall appoint, as soon as possible after election to such office, the following standing committees. Each committee shall be chaired by a separate Director.

- (a) Membership and Activities
- (b) Finance and Budget
- (c) Beautification
- (d) Deed Restrictions/Legal Advisory
- (e) Intercommunity Relations
- (f) Maintenance and Utility
- (g) Security
- (h) Architectural Control

Section 2. **Additional Committees.** The President may appoint additional committees as required.

Section 3. **Committee Members And Duties.** Members and duties of all committee Members shall be defined by the Board of Directors.

Section 4. **Architectural Control Committee.** Members of the Architectural Control Committee shall be composed of three or more Members of the Association and initially be appointed by the Board of Directors for life or resignation. Upon resignation or death, the position shall be filled by appointment by the Board of Directors for life or until resignation. The Chairman of the Architectural Control Committee shall be the Director and shall have voting powers only on matters related to Architectural Control.

ARTICLE IX  
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws and Deed Restrictions and Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

Each Director shall, within five (5) days after retiring from office, deliver to his successor all papers and properties in his or her possession belonging to the Association.



The Treasurer's books shall be audited or reviewed annually in such manner as decided by the Board of Directors.

#### ARTICLE X EXPENDITURES

Section 1. **Budget Presentation.** The Board of Directors will present a Budget at the Annual Meeting. Said Budget will present to the membership, for consideration and approval, the proposals which the Board plans to institute during the budget year.

Section 2. **Budget Oversight.** The President is required to call a Special Budgetary General Meeting within 60 days of written notification by the Treasurer that the Budget year expenditures are estimated to exceed the approved Budget by ten (10) percent or that an increase in the Resident Services Fee will be necessary to assure maintaining an adequate reserve of funds.

#### ARTICLE XI PROCEDURE

Section 1. **Rules Of Order.** The Revised Edition of Robert's Rules of Order shall be the authority for procedure in conducting all meetings of this Association and the Board, when not in conflict with provisions of these By-Laws.

Section 2. **Meetings.** The following shall be the order of business for all meetings:

- (a) Registration of Members in attendance.
- (b) Reading of the minutes of the last meeting.
- (c) Treasurer's report.
- (d) Committee reports.
- (e) Unfinished business.
- (f) Program.
- (g) New business.
- (h) Notification of next meeting.
- (i) Adjournment.

#### ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within it's circumference the words: Huntwick Civic Association, Inc., and within such words a five pointed star with the letters T E X A S.

#### ARTICLE XIII MERGER

Section 1. **Tax Exempt.** The Members of the Association may vote to merge the Association with another tax exempt corporation or tax exempt Association by a two-thirds (2/3) vote of a quorum of those Members in person or by proxy at a Special or Annual meeting of the membership.

Section 2. **Taxable.** The Members of the Association may vote to merge the Association with a taxable corporation by a seventy five (75) percent affirmative vote of the membership, in person or by proxy, at a Special or Annual meeting.

ARTICLE XIV  
DEED RESTRICTIONS

Section 1. **Enforcement And Levy Of Maintenance Fees.** The Board of Directors shall enforce the Covenants and Deed Restrictions for the Huntwick Forest Subdivision by the powers vested in the deed restrictions and through civil process as required. This shall include, but not be limited to, determination of the annual levy and assessment of annual maintenance fees, resident services fees and/or other assessments. These assessments shall be included in the annual Budget and approved at a Special or Annual Meeting as described in ARTICLE VI, Section 2, paragraph (g).

Section 2. **Amendment Of Deed Restrictions.** The Huntwick Forest Covenants and Deed Restrictions may be amended or revised by a two-thirds (2/3) affirmative vote by the membership, in person or by proxy, at a Special or Annual Meeting.

ARTICLE XV  
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each Director and Officer of the Association shall be indemnified by the Association against any cost and expenses, including reasonable counsel fees actually and necessarily incurred in connection with the defense of any civil, criminal, administrative or other claim, action, suit or proceeding (whether by or in the right of the Association or otherwise) in which he may become involved or with which he may be threatened, by reason of his being or having been a Director or Officer of the Association, and against any payments in settlement of any such claim, action, suit or proceeding or in satisfaction of any related judgement, fine or penalty upon receipt by the Association of an opinion of independent legal counsel that he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the interest of the Association, and in respect of any criminal action, reasonably believed his or her conduct was lawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Director or Officer did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and in respect of any criminal action or proceeding, reasonably believed his or her conduct was lawful. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which any Director or Officer may be entitled under any other By-Law, agreement, vote of disinterested Directors, as a matter of law or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of his heirs, executors and administrators of such person.

Notwithstanding the provisions of the preceding paragraph, no person shall be entitled to indemnification pursuant thereto in relation to any matter as to which indemnification shall not be permitted by law.

The Association may purchase and maintain insurance on the behalf of any person who is or was a Director or Officer of the Association against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the proceeding provisions of this Article or applicable provisions of law.

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ARTICLE XVI  
SURVIVORSHIP

If any Court of Law, legal jurisdiction or other mandate determines any ARTICLE, Section or Paragraph of these By-Laws to be invalid or otherwise null and void the remaining ARTICLES, Sections and Paragraphs will continue in full effect until amended or voided by the Association membership.

ARTICLE XVII  
AMENDMENT

This instrument may be amended by the Members at a Special Member Meeting or an Annual Member Meeting by a two-thirds (2/3) affirmative vote of those Members in person, by proxy or by absentee voting.

ARTICLE XVIII  
ADOPTION

This instrument was adopted at a special meeting of the Huntwick Civic Association, Inc., on May 25, 1993, by affirmative vote of the Board of Trustees.

I am an officer of this corporation and I certify this instrument was duly adopted by the corporation on this date.

HUNTWICK CIVIC ASSOCIATION, INC.

  
By: Lou Ann Champ, Secretary

529-87-2153

ARTICLES OF INCORPORATION OF  
HUNTWICK CIVIC ASSOCIATION, INC.

FILED  
In the Office of the  
Secretary of State of Texas

SEP 18 1972

We, the undersigned natural persons of the age of <sup>Bill W. Zimmerman</sup> twenty-one (21) years or more, all of whom are citizens of the <sup>Deputy Director, Corporation Division</sup> State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

"The name of the corporation is Huntwick Civic Association, Inc., hereinafter sometimes referred to as the 'Association'."

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are:

- (a) To promote the civic, cultural and general welfare of the residents of Huntwick Forest Subdivision near the City of Houston, Harris County, Texas.
- (b) To promote social, athletic, and recreational activities within the above mentioned Huntwick Forest Subdivision.
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) To borrow money in the name of the Association, and with the assent of two-thirds (2/3) of the members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

#### ARTICLE FIVE

The street address of the official registered office of the corporation is 13318 Glen Erica Drive, Houston, Texas 77069, and the name of its official registered agent at such address is Mr. Homer J. Penn.

#### ARTICLE SIX

The corporation shall have not less than three nor more than nine directors, except that the maximum number of directors may be changed from time to time by amendment to the By-Laws of the corporation. The Board of Directors may be divided into classes and the terms of office of the several classes need not be uniform. The number of directors constituting the initial board of directors of the corporation is seven, and the names and addresses of the persons who are to serve as directors until the first annual meeting of the members, or until their successors are elected and qualified, are:

<u>Name</u>	<u>Street Address</u>
Robert Angel	5315 Olympia Fields Lane, Houston, Texas
Eugene Barrington	5323 Lookout Mountain Drive, Houston, Texas
Ernest Dunham	5318 Graystone Lane, Houston, Texas
Walter Niemann	5302 Three Oaks Circle, Houston, Texas
Edward Schlesinger	5322 Graystone Lane, Houston, Texas
(Mrs.) Kay Shillock	5203 Graystone Lane, Houston, Texas
(Mrs.) Helen Geihler	5514 Kensington Court, Houston, Texas

ARTICLE SEVEN

The name and street address of each incorporator is:

<u>Name</u>	<u>Street Address</u>
<del>Robert Angel</del>	<del>5315 Olympia Fields Lane, Houston, Texas</del> <sup>et</sup>
Eugene Barrington	5323 Lookout Mountain Drive, Houston, Texas
Ernest Dunham	5318 Graystone Lane, Houston, Texas
Walter Niemann	5302 Three Oaks Circle, Houston, Texas
Edward Schlesinger	5322 Graystone Lane, Houston, Texas
(Mrs.) Kay Shillock	5203 Graystone Lane, Houston, Texas

ARTICLE EIGHT

Members of the corporation shall be of two classes. Class One shall include dues-paying residents of Huntwick Forest Subdivision who enjoy voting privileges. Class Two shall include those residents of Huntwick Forest Subdivision who do not pay dues and have no voting privileges. All members shall have privileges and rights as are set forth in the By-Laws of the corporation.

IN WITNESS WHEREOF, we have hereunto set our hands  
this   11   day of July, 1972.

Eugene Barrington  
Ernest Dunham  
Walter Niemann  
Edward Schlesinger  
Mrs. Kay Shillock

THE STATE OF TEXAS    X  
COUNTY OF HARRIS    X

I, Charlotte Thomas a Notary Public, hereby certify that on the   11   day of July, 1972, personally appeared before me ~~Robert Nagel~~<sup>et</sup>, Eugene Barrington, Ernest Dunham, Walter Niemann, Edward Schlesinger and Mrs. Kay Shillock who being first by me duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

Charlotte Thomas  
NOTARY PUBLIC in and for  
Harris County, T e x a s

529-87-2157

**HUNTWICK FOREST ARCHITECTURAL  
STANDARDS  
AND  
GUIDELINES**



**HUNTWICK FOREST ARCHITECTURAL STANDARDS AND  
GUIDELINES**

(New Homes/Property, Additions, Alterations, and Repairs to Existing Homes/Property)

**I. GENERAL.** The Architectural Control Committee (ACC) shares responsibility with the Huntwick Forest Civic Association, Inc. to help maintain the quality reputation of Huntwick and protect each individual homeowner's rights and property value. It is essential that the architectural control authority as designated in the Deed Restrictions and by the Texas State Legislature be adhered to in order to preserve the valued character of Huntwick Forest subdivision.

These standards and guidelines are written to provide property owners with a clear understanding of the "Architectural Control Committee" and related "General Restrictions" provisions contained in our Deed Restrictions, which provide that:

**II. "ARCHITECTURAL CONTROL".** No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof after original construction on any property, until written approval is obtained from the proper authority. Approval shall be granted or withheld based upon submitted construction and site plans, specifications, other required documents and materials, compliance with all pertinent Deed Restrictions, approved Architectural Standards and Guidelines, type and quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevations. **APPROVAL MUST BE GRANTED PRIOR TO CONSTRUCTION.**

**III. "ARCHITECTURAL CONTROL COMMITTEE" (ACC).** The authority to grant or withhold architectural control approval is vested primarily in the Architectural Control Committee composed of three or more members, who are resident property owners. The Deed Restrictions provide for election of these members.

Projects requiring approval include, but are not limited to: new homes, additions to existing buildings, carports, tool or storage sheds, decks, patio covers, gazebos, above and below ground spas, swimming pools, greenhouses, fences, walls, solar panels, exterior lighting including yard/security lights, play houses, alteration of garages for other use, satellite dish (FCC Model Rules, Satellite Book, Volume 1), landscaping which restricts sight lines, water softeners, driveways, sidewalks, and any other exterior project which may change the overall character of Huntwick Forest.

Approval is required for changes to original external material or appearance of the house or garage such as: replacement of roofing material, siding, soffit, fascia, masonry, windows, storm windows, doors, repainting of house or garage, or painting of brick. **FAILURE TO OBTAIN APPROVAL MAY RESULT IN A VIOLATION OF THE DEED RESTRICTIONS.**

In the event that the ACC fails to approve or disapprove properly prepared and submitted requests for architectural approval within 30 days of submission, approval will not be required and the requirement for approval will have been deemed to have been complied with in full and construction may be commenced in compliance with all other terms and provisions of the Deed Restrictions. The decision of the ACC may be appealed (with a minimum of ten days notice to the HCA President) directly and in person to the Board of Directors at the next regular scheduled meeting of the HCA Board following the ACC's rejection. The HCA Board of Directors may serve as approval authority if the ACC does not have the required number of members available to act on the request during the 30 day period.

#### IV. PROJECTS REQUIRING ACC APPROVAL.

- A. **NEW HOME** designs must be generally compatible with the area in which they are to be built. Approved site plans and exterior elevations are not to be changed unless revised plans are resubmitted to the committee and approved.
- B. **BUILDING ADDITIONS/IMPROVEMENTS** must be compatible with existing architecture and construction materials and built within setback restrictions and must not compromise nor encroach on easement areas. This includes garage additions for cars or storage, carports, decks, patio covers, gazebos, above and below ground spas, swimming pools, greenhouses, fences, walls, solar panels, exterior lighting including yard/security lights, play houses, water softeners, and any other exterior project which may change the overall character of Huntwick Forest. **Prefabricated buildings will not be approved.\***  
\*For those residents who have prefabricated metal or wood tool/storage sheds in their yards, it is in violation of the Deed Restrictions.
- C. **ALTERATIONS TO A GARAGE FOR OTHER USE.** Detached garages located nearer than seven (7) feet from any side property line may not be converted to any use other than storage of vehicles, boats, yard equipment, and tools, etc.

**IV. Projects Requiring ACC Approval continued**

-3-

**D. CHANGES TO ORIGINAL EXTERNAL MATERIAL OR APPEARANCE OF THE HOUSE OR GARAGE, including:**

1. Replacement of roofing material, masonry, windows, storm windows, siding, soffit, fascia, doors, or other exterior material with a different type or style of material i.e. vinyl or aluminum siding.
2. Painting of Brick.
3. Repainting of Home or Garage. (Paint chips to be submitted)

**E. OTHER PROJECTS, including but not limited to:** new or replacement fences, walls, satellite dish (FCC Model Rules, Satellite Book, Volume I), exterior lighting including yard/security lights, landscaping which restricts sight lines, water softeners, driveways, sidewalks, and any other exterior project which may change the overall character of Huntwick Forest.

**V. PROCEDURE.**

**A. "REQUEST FOR ACC APPROVAL"** form, provided by the ACC will be completed and submitted for each project, along with such additional information as specifically required. Submit original and one copy. For new homes, and any building additions or alterations (items A, B, and C as above) attach two copies each of:

1. **PROPERTY SURVEY** (or accurate site plan) showing property lines, proposed new or existing buildings, driveways, sidewalks, fences, easements, setback restrictions. Proposed additions should be added in red to each copy of the survey. (See VI on pgs. 4 & 5).
2. **COMPLETE SET OF DRAWINGS and/or SPECIFICATIONS** which clearly show or describe the new home or building addition. For additions, submit floor plans and exterior elevations of each affected side of the existing building.

## V. Procedure - continued

-4-

- B. "REQUEST FOR ACC APPROVAL"** may be delivered to any member of the ACC as noted thereon. The ACC will act upon such request as quickly as possible, depending on availability of members and completeness of the application and attachments.

If the project is approved, one complete set of the approved documents will be returned to the homeowner or builder. One set will be retained in the ACC file. Approved site plans and exterior elevations are not to be changed unless revised plans are submitted to the ACC Committee and approved. *Conditions to approvals are to be complied with in all cases.*

If the project is rejected, such rejection will be returned with the reason for rejection with the reason for rejection noted thereon, along with suggestions, if possible, as to how the project might be considered for approval.

- C. CONSTRUCTION OR INSTALLATION** of a project should not be started until written approval from the ACC has been received. If any such project is started prior to approval by the ACC, the ACC Committee has the right to require the homeowner to restore the property to its original condition.
- D. COMPLETION OF CONSTRUCTION** of a project, once started, should be in a timely and workmanlike manner with a minimum of disruption to neighboring residences. Construction sites should be kept as neat as is reasonable to the type of project. The ACC has the right to require the owner or builder to clean up the site if necessary.

## VI. PROPERTY LINES AND BUILDING SETBACK LINES

Each property owner should have received a survey of your property at closing along with a copy of Huntwick Forest Reservations, Restrictions and Covenants (referred to as "Deed Restrictions").


Aside from properly locating the home, garage and existing or future additions thereto on the property, there are also many references to front and side yard setbacks and easements in our "Deed Restrictions" relating to fencing, landscaping and other matters. The survey or plat of your property should show the location of all constructed improvements, property lines, building setback lines, and easements. The Harris County road right-of-way line coincides with the property line, however many surveys do not show the location of the Harris County road and curbs within the right-of-way.

## VI. Property Lines and Building Setback Lines - continued

-5-

- A. BUILDING SET-BACK LINES, CONVENTIONAL LOTS.** Other than the Glen Erica Parkway entrance to Huntwick and Graystone Lane in the Estate area (50 feet), the right-of-way of our streets is generally 60 feet wide.

Presuming that the center construction joint is close to the center of the right-of-way, the property line should be approximately 30 feet from this joint. One half of the paved width of our streets including curbs measures on or about 14 feet.\* Therefore, approximately 16 feet of the yard adjacent to a street is within the Harris County right-of-way.

\* Except for Cul-de-sac circles, etc. *WFF* 

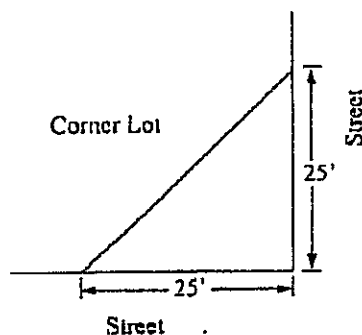
The front yard building setback for conventional rectangular lots is 25 feet and the side yard building setback for corner lots is 10 feet from the right-of-way property line.

- B. BUILDING SET-BACK LINE FOR CUL-DE-SAC LOTS.**

For cul-de-sacs, the right-of-way diameter is 100 feet and the property line would be along a 50 foot radius from the center of these circles. The outside radius of these paved areas including the curb appears to be 40 feet.

The front building setback line of triangular cul-de-sac lots is generally only 20 feet. However some lots which straddle a 60 foot right-of-way and the 100 foot diameter cul-de-sac circle have been noted to have a transitional 20 to 25 foot front yard building setback.

Example of corner lot and sight lines:



**VI. APPROVED ROOFING MATERIALS AND COLORS**

Following is the list of <sup>readily</sup> approved manufacturers and color options <sup>and samples need not be submitted</sup> which are approved, or which will be considered for approval, are generally limited to those which maintain a pleasing architectural harmony with weathered cedar shingles. Any other type or color of roofing material requires submission of specifications and samples to the ACC for evaluation prior to approval.

"REQUEST FOR ACC APPROVAL" Form, provided by the ACC will be completed and submitted for all roofing projects, *whether listed below or not.*

**A. Natural Wood Cedar Shakes or Shingles.** Huntwick is not within the City of Houston and untreated cedar shakes or shingles are still permitted. U.L. Laboratories listed, Class "B" or "C" pressure treated fire-retardant shingles or shakes are available. (Note: some insurance companies are requiring non-cedar shake roofs on insured properties).

**B. Asphalt Fiberglass Composition Shingles.** It is the opinion of the ACC that all of the following manufacturers have a Class "A" or "B" fire rating in the colors indicated and a 25 or 30 year manufacturer's limited warranty. Check with your installer/roofer to obtain the rating and warranty you desire.

*Celotex Dimensional III* - "Weathered Wood" or "Autumn Blend"

*Elk Prestique* - "Weathered Wood", "Barkwood" or "Sablewood"

*GAF Timberline* - "Weathered Wood Blend" or "Slate Blend"

*Genstar* (formerly Bird) - "Driftwood" or "Ebonywood"

*Johns-Manville* - "Seadrift Gray" or "Weathered Bark"

*Tamko* - Heritage 30 - "Weathered Wood" or "Rustic Slate"

**C. Aluminum or Steel Shingles**

*Alcoa aluminum* - "Country Cedar Shakes" Musket Brown, Slate Brown, Charcoal Gray

*Great American Roofing, Inc.*, Houston - aluminum shingles  
Taupe or Slate Gray

**Note:** *Berridge Mfg. Co.-Houston-steel shakes no longer approved.*

**V II. FENCES AND WALLS**

Fences and walls, once erected, must be maintained by the owner(s) in a safe, sound and visually acceptable condition. Any fence or wall constructed so as to not be in compliance with standards must be removed, altered or relocated so as to be in compliance.

"REQUEST FOR ACC APPROVAL" form, provided by the ACC will be completed and submitted for all new or replacement fences or walls.

**1. LOCATION.** a. No fence or wall in excess of two feet in height shall be erected or maintained nearer to the front lot line than the front building set back line or on corner lots nearer to the side lot line than the building set back line parallel to the side street.

b. No fence or wall of any kind will be permitted in the street right-of-way area between the property line and the street curb.

**2. HEIGHT** a. No fences or walls exceeding two feet (2'-0") in height may be located forward of the front building line or side building line of corner lots.

b. No fence within the properties is to exceed a nominal six feet six inches (6'6") in height measured from the existing finished grade along the line that the fence is to be constructed. (See e., below).

c. No brick wall or combination brick pier and fence within the properties is to exceed a nominal six feet six inches (6'6") in height, measured above the brick ledge of the foundation for the dwelling adjacent or nearest to the wall to be built. Brick piers may be capped at an elevation of not more than two bricks above the top of the wall.

d. For Patio Home Sites in Section 6, a seven (7) foot high double brick wall (two bricks thick) is required to be built and maintained along the one (1) foot building line to enclose the courtyard area of the patio home.

e. <sup>New or replacement</sup> fences and walls located around the perimeter of Huntwick or adjacent to Huntwick Water District properties <sup>are to</sup> be a nominal eight feet (8'-0") in height, or 8'6" if a "rot" board is included. *WA*

**3. MATERIAL** a. Wood Picket Fences are recommended to be built of cedar pickets with a single horizontal "rot" board at the bottom of the pickets. Fences parallel to front lot line or to side street lot line of a corner lot shall be constructed with the pickets on the outside of the fence posts and rails.

b. Wrought Iron Fences, properly designed, will be permitted and should be painted black.

c. Chain Link or Wire Fences are not permitted on residential properties.

### V III. APPROVAL PROCEDURE FOR PAINTING BRICK

A. Existing painted brick homes (original homes painted by builders) are "grandfathered" effective the date of August 1, 1992.

B. "REQUEST FOR ACC APPROVAL" form, provided by the ACC will be completed and submitted with paint chips. Prior to approval, homeowners will be made aware of the consequences of painting brick including:

1. There is no inexpensive way to paint brick for durability. Unless proper procedures are followed for painting brick, the paint will not properly adhere and tend to peel. (Peeling paint would initiate a Deed Restriction violation). The ACC cannot be responsible in advising how brick should be painted.

2. Painting of brick is not an easily reversed procedure. Once the brick is painted, only sandblasting will remove the paint. This procedure would severely damage the brick and mortar.

3. Maintenance of painted brick homes could substantially incur higher costs.

4. According to several homeowners who have painted brick homes, the brick should be washed between paintings to maintain a "fresh painted look". Dirt and mildew tend to be more unsightly on painted brick.

C. "REQUEST FOR ACC APPROVAL" is required. State the color the brick is to be painted and the colors to be used for trim, siding and stucco and submit 2 sets of paint chips.

D. **STANDARDS** within which written approval for painting brick may be granted include:

1. Color for brick must be suitable to the architectural style of the home. Only light toned colors such as white, light gray, beige, or cream will be approved.

2. Paint scheme for brick and trim must be evaluated to be an improvement to the appearance of the home and suitable to the immediate surrounding area of homes.

#### ARCHITECTURAL COMMITTEE MEMBERS

Pam Hughes - 5415 Coral Gables

Phone 281-586-7553

Don Pfau (Chairman) - 5206 Westerham

Phone 281-537-6903

Martha Webb - 5218 Fountainbridge

Phone 281-440-5170

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or pencil copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



HARRIS COUNTY TEXAS  
COUNTY CLERK



DEC 29 1999

ANY PERSON WHOSE NAME APPEARS IN THE RECORDS OF THE CLERK OF HARRIS COUNTY, TEXAS, ON THIS DATE, IS HEREBY NOTICED THAT THE PROPERTY OF THE STATE OF TEXAS, COUNTY OF HARRIS, IS BEING OFFERED FOR SALE BY PUBLIC AUCTION. THE PROPERTY IS BEING OFFERED FOR SALE BY PUBLIC AUCTION ON THE DATE AND AT THE PLACE INDICATED HEREIN BY THE CLERK OF HARRIS COUNTY, TEXAS. THE PROPERTY IS BEING OFFERED FOR SALE BY PUBLIC AUCTION ON THE DATE AND AT THE PLACE INDICATED HEREIN BY THE CLERK OF HARRIS COUNTY, TEXAS.

529-87-2166