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**DECLARATION OF AMENDED  
RESTRICTIONS, COVENANTS AND CONDITIONS  
ENCHANTED VALLEY, SECTIONS ONE (1), TWO (2), THREE (3) AND FOUR (4)**

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

WHEREAS, by that certain instrument entitled "RESTRICTIONS FOR ENCHANTED VALLEY, SECTION ONE (1)" filed of record at Volume 7589, Page 238 of the Deed Records of Harris County, Texas under County Clerk's File No. C892069, as amended by that certain instrument entitled "AMENDMENT TO RESTRICTIONS FOR ENCHANTED VALLEY, SECTION ONE (1) filed of record in the Official Public Records of Harris County, Texas, under County, Clerk's File No. F892641, certain covenants, conditions, restrictions, easements, charges and liens were established for ENCHANTED VALLEY, SECTION ONE (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 156, Page 101 of the Map Records of Harris County, Texas (the "Enchanted Valley, Section One (1) Restrictions"); and

WHEREAS, the Enchanted Valley, Section One (1) Restrictions provide that same may be amended by a written declaration, signed and acknowledged by a majority of the then owners of lots within Enchanted Valley, Section One (1), filed of record in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by those certain instruments entitled "DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, MAINTENANCE CHARGE AND MAINTENANCE ASSOCIATION, ENCHANTED VALLEY, SECTION TWO (2)" respectively filed of record at Volume 8570, Page 323 of the Deed Records of Harris County, Texas under County Clerk's File No. D401345, as amended by that certain instrument entitled "AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, MAINTENANCE CHARGE AND MAINTENANCE ASSOCIATION, ENCHANTED VALLEY, SECTION TWO (2)" filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. F758865, certain covenants, conditions, restrictions, easements, charges and liens were established for ENCHANTED VALLEY, SECTION TWO (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 177, Page 129 of the Map Records of Harris County, Texas (the "Enchanted Valley, Section Two (2) Restrictions"); and

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WHEREAS, the Enchanted Valley, Section Two (2) Restrictions provide that same may be amended by an instrument signed by the then owners of at least three-fourths (¾ths) of the restricted lots within Enchanted Valley, Section Two (2), filed of record in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by those certain instruments entitled "DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, MAINTENANCE CHARGE AND MAINTENANCE ASSOCIATION, ENCHANTED VALLEY, SECTION THREE (3)"

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respectively filed of record at Volume 8570, Page 323 of the Deed Records of Harris County, Texas under County Clerk's File No. D495051 and D846897, as amended by that certain instrument entitled "AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, MAINTENANCE CHARGE AND MAINTENANCE ASSOCIATION, ENCHANTED VALLEY, SECTION THREE (3)" filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. H080956, certain covenants, conditions, restrictions, easements, charges and liens were established for ENCHANTED VALLEY, SECTION THREE (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 181, Page 81 of the Map Records of Harris County, Texas (the "Enchanted Valley, Section Three (3) Restrictions"); and

WHEREAS, the Enchanted Valley Section Three (3) Restrictions provide that same may be amended by an instrument signed by the then owners of at least three-fourths ( $\frac{3}{4}$ ths) of the restricted lots within Enchanted Valley, Section Three (3), filed of record in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, by that certain instrument entitled "DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS, ENCHANTED VALLEY, SECTION FOUR (4)" filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. F485232 certain covenants, conditions, restrictions, easements, charges and liens were established for ENCHANTED VALLEY, SECTION FOUR (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 262, Page 54 of Map Records of Harris County, Texas (the "Enchanted Valley Section Four (4) Restrictions"); and

WHEREAS, the Enchanted Valley, Section Four (4) Restrictions provide that same may be amended by a written instrument, signed by the then owners of at least two-thirds ( $\frac{2}{3}$ ths) of the restricted lots within Enchanted Valley, Section Three (3), filed of record in the Official Public Records of Harris County, Texas; and

WHEREAS, Section 204.008 of the Texas Property Code (the "Code") provides that a modification of restrictions proposed by a property owners' association may be adopted by a combination of methods; and

WHEREAS, Section 204.005(e) of the Code provides a petition circulated by a property owners' association (such as this document) may reflect the approval of multiple owners of a property by the signature of a single owner; and

WHEREAS, this proposed restatement and amendment to Enchanted Valley Section One (1) Restrictions; Enchanted Valley Section Two (2) Restrictions; Enchanted Valley Section Three (3) Restrictions; and Enchanted Valley Section Four (4) Restrictions was proposed, approved and circulated by the board of directors of Enchanted Valley Homeowner's Association, Inc. (the property owners association for Enchanted Valley Sections, One, Two, Three and Four), as evidenced by the signatures of the President and Secretary of Enchanted Valley Homeowner's Association, Inc. as set forth below; and

WHEREAS, the Consents attached hereto as Exhibit "A" reflect the signatures of the owners of at least (a) a majority of the owners within Enchanted Valley, Section One (1); (b) three-fourths (3/4ths) of the lots within Enchanted Valley, Section Two (2); (c) three-fourths (3/4ths) of the lots within Enchanted Valley, Section Three (3); and (d) two-thirds (2/3rds) of the lots within Enchanted Valley, Section Four (4).

NOW, THEREFORE, for and in consideration of the premises, the Enchanted Valley Section One (1) Restrictions; Enchanted Valley Section Two (2) Restrictions; Enchanted Valley Section Three (3) Restrictions; and Enchanted Valley Section Four (4) Restrictions (collectively hereinafter referred to as the "Prior Restrictions") are amended, superseded, replaced and restated in the manner herein set forth so that the Prior Restrictions will no longer be of any force or effect and the lots in Enchanted Valley Section One (1); Enchanted Valley Section Two (2); Enchanted Valley Section Three (3); and Enchanted Valley Section Four (4) are and shall be held, transferred, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions and charges set forth herein, which easements, restrictions, covenants, conditions and charges shall run with the lots in Enchanted Valley Section One (1); Enchanted Valley Section Two (2); Enchanted Valley Section Three (3); and Enchanted Valley Section Four (4) and be binding on all parties having or acquiring any right, title or interest, whether legal or equitable, in the lots in Enchanted Valley Section One (1); Enchanted Valley Section Two (2); Enchanted Valley Section Three (3); and Enchanted Valley Section Four (4) or any part thereof, and shall inure to the benefit of such parties.

## **ARTICLE I** **DEFINITIONS**

**SECTION 1.1. ANNUAL ASSESSMENT.** The assessments levied pursuant to Article IV hereof for managing, maintaining, operating, repairing and insuring the Area of Common Responsibility, if any, and other purposes set out in this Declaration.

**SECTION 1.2. AREA OF COMMON RESPONSIBILITY.** The Common Area, together with those areas, if any, which by the terms of this Declaration or by contract or agreement become the responsibility of the Association, or any public rights-of-way within or adjacent to the Properties, may be part of the Area of Common Responsibility.

**SECTION 1.3. ARTICLES OF INCORPORATION OR ARTICLES.** The Articles of Incorporation of the Association, as filed with the Secretary of State of the State of Texas.

**SECTION 1.4. ASSOCIATION.** The Enchanted Valley Homeowner's Association, Inc., a Texas nonprofit corporation, its successors or assigns.

**SECTION 1.5. BOARD OF DIRECTORS or BOARD.** The directors of the Association.

**SECTION 1.6.** **BUILDING SITE.** Lots consolidated into one (1) Building Site in accordance with Article VI, Section 6.3 for the purposes of constructing one (1) Dwelling across the Lots so consolidated. Building Sites shall be subject to one (1) Annual Assessment or Special Assessment and entitled to one (1) vote in the Association.

**SECTION 1.7.** **BYLAWS.** The Bylaws of the Association incorporated herein by reference, as they may be amended from time to time.

**SECTION 1.8.** **COMMON AREA.** Real and personal property, which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.

**SECTION 1.9.** **COMMON EXPENSES.** The actual and estimated expenses incurred by the Association for the general benefit of all Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.

**SECTION 1.10.** **COMMUNITY-WIDE STANDARD.** The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors.

**SECTION 1.11.** **DECLARATION.** This Declaration of Amended Restrictions, Covenants and Conditions Enchanted Valley, Sections One (1), Two (2), Three (3) and Four (4).

**SECTION 1.12.** **DWELLING OR DWELLING UNIT.** A residential building designed for, and limited and restricted to, occupancy by a single family on a Lot, not including an accessory building or garage.

**SECTION 1.13.** **LOT.** 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 this Declaration. The term shall include all portions of the Lot owned including any structure thereon, as well as vacant Lots intended for development, with the exception of property designated as "Reserves" or "Common Area," if any.

**SECTION 1.14.** **MEMBER.** Any Person entitled to membership in the Association, as provided herein.

**SECTION 1.15.** **MORTGAGE.** A mortgage, a deed of trust, a deed of secure debt, or any other form of security deed.

**SECTION 1.16.** **MORTGAGEE.** A beneficiary or holder of a Mortgage.

**SECTION 1.17.** **OWNER.** Any Person, firm, corporation or other entity, or any combination thereof that is the record Owner of fee simple title to any Lot, including contract sellers, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

**SECTION 1.18. PERSON.** A natural person, a corporation, a partnership, a trustee, or any other legal entity.

**SECTION 1.19. PROPERTIES.** Enchanted Valley, Section One (1) according to the map or plat thereof recorded in Volume 156, Page 101 of Map Records of Harris County, Texas; Enchanted Valley, Two (2) according to the map or plat thereof recorded in Volume 177, Page 129 of Map Records of Harris County, Texas; Enchanted Valley, Three (3) according to the map or plat thereof recorded in Volume 181, Page 81 of Map Records of Harris County, Texas; and, Enchanted Valley, Four (4) according to the map or plat thereof recorded in Volume 262, Page 54 of Map Records of Harris County, Texas.

**SECTION 1.20. REIMBURSEMENT ASSESSMENTS.** A charge against a particular Owner and its Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, of this Declaration or the Rules and Regulations, pursuant to Article IV, Section 4.5 hereof.

**SECTION 1.21. RULES AND REGULATIONS.** Such Rules and Regulations as the Association may promulgate from time to time with respect to the Subdivision, which may include reasonable provisions for fines for violation of such Rules and Regulations.

**SECTION 1.22. SPECIAL ASSESSMENT.** A charge against each Owner and his Lot levied in accordance with Article IV, Section 4.4 of this Declaration.

**SECTION 1.23. SUBDIVISION.** The Properties.

## **ARTICLE II** **ESTABLISHMENT OF GENERAL PLAN**

**SECTION 2.1. GENERAL PLAN AND DECLARATION.** This Declaration hereby is established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Subdivision and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision. The Subdivision and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof. The Lots and Common Area in the Subdivision shall be subject to the jurisdiction of the Association.

**SECTION 2.2. EQUITABLE SERVITUDES.** The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot, and the Common Areas within the Subdivision as a servient estate, for the benefit of each and every other Lot and parcel of Common Area within the Subdivision, as the dominant estate.

**SECTION 2.3. COVENANTS APPURTENANT.** The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall run with, and shall inure to the benefit of and shall be binding upon, all of the Subdivision, and each Lot and the Common Area therein, if any, and shall be binding upon and inure to the benefit of: (a) the Subdivision; (b) the Association and its successors and assigns; and (c) all Persons having, or hereafter acquiring, any right, title, or interest in all or any portion of the Subdivision and their heirs, executors, successors, and assigns.

**ARTICLE III**  
**MANAGEMENT AND OPERATION OF SUBDIVISION**

**SECTION 3.1. MANAGEMENT BY ASSOCIATION.** The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Articles of Incorporation, Bylaws, and the Rules and Regulations. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the event of a conflict between the Articles of Incorporation or the Bylaws and the provisions of the Declaration, the provisions of the Declaration shall control. The business and affairs of the Association shall be managed by its Board of Directions, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, Articles of Incorporation, or the Bylaws. It shall be the responsibility of each Owner or occupant of a Dwelling Unit to obtain copies of and become familiar with the terms of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and Architectural Guidelines.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

**SECTION 3.2. BOARD OF DIRECTORS.** The number, term, and qualifications of the members of the Board of Directors shall be governed by the Articles of Incorporation and the Bylaws.

**SECTION 3.3. MEMBERSHIP.** Every Owner, as defined in Section 1.17 shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the Bylaws.

**SECTION 3.4. VOTING.** Members shall be entitled to one (1) equal vote for each Lot or Building Site in which they hold the interest required for membership under Section 3.3 hereof. Unless otherwise specified in this Declaration or the Bylaws, the vote for each Lot shall be exercised by the Owners thereof as they may determine and the vote of one Owner of a Lot shall be considered by the Association to be the vote of all Owners of a Lot.

**SECTION 3.5. COMMON AREA.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

**SECTION 3.6. PERSONAL PROPERTY AND REAL PROPERTY FOR COMMON USE.** The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it. Provided, however, the Association cannot sell or otherwise convey any real property owned by the Association without the prior approval of a majority of all of the Members of the Association.

**SECTION 3.7. NO PARTITION.** Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property, which may or may not be subject to this Declaration.

**SECTION 3.8. ASSOCIATION MAINTENANCE.**

The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements, including any private streets, situated upon the Common Areas, landscaped medians within public rights-of-way throughout the Properties, landscaping and other flora on any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto), and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. The Association shall maintain such facilities and equipment in continuous operation, except for reasonable periods as necessary to perform required maintenance or repairs, unless two-thirds ( $\frac{2}{3}$ ds) of the members present in person or by proxy at a special meeting of the members called for this purpose agree to discontinue such operation. The Association may maintain other property, which it does not own, including, without limitation, property dedicated

to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the Annual Assessment.

**SECTION 3.9. POWER TO ADOPT RULES AND REGULATIONS.** The Association, through its Board of Directors, may adopt, amend, repeal, and enforce Rules and Regulations, fines, levies, and enforcement provisions as it deems necessary or desirable with respect to the interpretation and implementation of the Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property within the Subdivision, including Lots. Any such Rules and Regulations shall be reasonable and uniformly applied to all Members and their family, tenants, and guests. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule and Regulation shall be given by depositing in the mail to each Member a copy of such Rule or Regulation, and copies of the currently effective Rules and Regulations shall be made available to each Member upon request and payment of the reasonable expense of supplying the same. Each Member shall comply with such Rules and Regulations and shall see that Persons claiming through such Member comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in, and were part of, this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

**SECTION 3.10. IMPLIED POWERS.** The Association may exercise any other right, power or privilege given to it expressly by this Declaration or the Bylaws, and every other right, power or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right, power or privilege.

**SECTION 3.11. INSURANCE AND CASUALTY LOSSES.**

a) The Board shall have the authority to determine whether or not to obtain insurance for the Association and upon the Common Areas, if any, and if insurance is obtained, the amounts thereof. Such insurance may include any of the following: blanket "all-risk" property insurance; a policy providing fire and extended coverage; a public liability policy covering the Area of Common Responsibility, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of the Members, employees or agents, or any other person who has a right to occupy a Lot; worker's compensation insurance, if and to the extent required by law; directors' and officers' liability coverage, if reasonably available; a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds; flood insurance, and any other insurance as may be deemed necessary.

b) Each Owner shall be responsible for insuring his Lot, his Dwelling Unit, contents and furnishings. Each Owner, at his own cost and expense, shall be responsible for insuring against the liability of such Owner.

**ARTICLE IV**  
**ASSESSMENTS**

**SECTION 4.1. CREATION OF ASSESSMENTS.** The Prior Restrictions created assessments, which assessments are restated here for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth herein. There shall be three (3) types of assessments: (a) Annual Assessments, (b) Special Assessments and (c) Reimbursement Assessments. Each Owner, by acceptance of a deed or for any portion of the Properties, is deemed to covenant and agree to pay these assessments. All assessments, together with interest at the rate of ten percent (10%) per annum as computed from the date the delinquency first occurs, a one-time, late charge of ten percent (10%) of the total amount of the assessment, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid. The lien securing the assessments is a restatement and amendment of the lien in the Prior Restrictions, which restatement and amendment shall not be considered a new lien. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Unless the Board otherwise provides, the Annual Assessment shall be due and payable in advance on the first day of each calendar year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require any unpaid installments of the annual assessment and/or any other assessments to be paid in full immediately.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any other or directive of any municipal or other governmental authority.

Both Annual and Special Assessments must be fixed at a uniform rate per Lot and/or Building Site; provided, however, any assessments on Lots that do not have a dwelling thereon shall be fifty percent (50%) of the then assessment charge for Lots and Building Sites which have dwellings thereon.

**SECTION 4.2. PURPOSE OF THE ANNUAL ASSESSMENT.** The Association shall use the Annual Assessments collected for the use and benefit of all residents of

the Subdivision. The uses and benefits to be provided by the Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: constructing and maintaining paths, parks, landscape reserves, parkways, easements, esplanades, fences, cul-de-sac and street medians, recreational facilities, including swimming pools and tennis courts, and play courts, and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Subdivision, payment of all reasonable and necessary expenses in connection with the collection and administration of the Assessments, employing security, lifeguards, instructors, and operators, caring for vacant Lots, garbage collection, and doing other things necessary or desirable, in the opinion of the Association, to keep the Subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Subdivision. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association.

**SECTION 4.3. ANNUAL ASSESSMENT.** It shall be the duty of the Board, at least thirty (30) days before the beginning of each calendar year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as provided in Section 4.6. However, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

(a) The maximum annual assessment on each Lot shall be the annual assessment levied by the Association and in force and effect in the Subdivision on the date of the recordation of this Declaration ("Maximum Annual Assessment").

(b) From and after January 1 of the year immediately following the recordation of this Declaration, the Maximum Annual Assessment may be increased each year not more than ten percent (10%) above the actual Annual Assessment for the previous year without a vote of the membership for a cumulative total of twenty percent (20%) in any consecutive two (2) year period. If the twenty percent (20%) cumulative total has been reached in any consecutive two (2) year period, any increase in the third year must be approved by the Members in accordance with Subsection (c) below.

(c) From and after January 1 of the year immediately following the recordation of this Declaration, the Maximum Annual Assessment may be increased above the maximum increase allowed in Subsection (b) above by a vote of a majority of the Members who are voting in person, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the Annual Assessment at an amount not to exceed the maximum permitted herein.

The Board shall cause notice of the amount of the Annual Assessment to be levied against each Lot or Building Site for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the calendar year.

**SECTION 4.4. SPECIAL ASSESSMENTS.**

The Association may levy Special Assessments from time to time provided such assessment receives the affirmative vote of a majority two-thirds ( $\frac{2}{3}$ ds) of the Members who are voting in person, at a meeting duly called for this purpose. Special Assessments levied against the entire membership shall be allocated to the Lots and Building Sites in the same manner as Annual Assessments. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Members in approving the Special Assessment and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

**SECTION 4.5. REIMBURSEMENT ASSESSMENT.** The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or the Member's family, guests, or tenants to comply with this Declaration, the Articles of Incorporation, the Bylaws, Architectural Guidelines, or the Rules and Regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association ten (10) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing.

**SECTION 4.6. ENFORCEMENT OF ASSESSMENTS.** The collection of assessments and other sums due hereunder may be enforced by suit for a money judgment and/or foreclosure of the Association's lien and in the event of such suit, the expense incurred in collecting the delinquent amount(s), including interest, costs and reasonable attorney fees shall be chargeable to the Owner's Lot and be the personal obligation of the defaulting Owner.

**SECTION 4.7. RESERVE BUDGET AND CAPITAL CONTRIBUTION.** The Board of Directors shall make a reasonable effort to annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect to both amount and timing by Annual Assessments over the period of the budget to the extent achievable under current funding. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Section 4.2 of this Article.

**SECTION 4.8. SUBORDINATION OF THE LIEN TO FIRST MORTGAGES.** The lien of assessments, including interest, late charges (subject to the limitations of Texas law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any purchase money, home improvement or equity Mortgage ("Superior Mortgage") upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a Superior Mortgage shall extinguish the lien of such assessments as to payments,

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which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding a Superior Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non judicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or Assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

**SECTION 4.9. EXEMPT PROPERTY.** Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Annual and Special Assessments: (a) all Common Area; and (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.

## **ARTICLE V** **ARCHITECTURAL STANDARDS**

**SECTION 5.1. PRIOR APPROVAL.** No building, structure or improvement shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing buildings, structures or improvements upon any Lot shall be commenced until the requirements below have been fully met, and until the written approval of the Architectural Control Committee has been obtained pursuant to Section 5.2 below.

All new Dwelling Units constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Control Committee established in Section 5.2.

**SECTION 5.2. ARCHITECTURAL CONTROL COMMITTEE ("ACC").** The ACC shall consist of at least two (2), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction and all modifications, additions, or alterations on any portion of the Properties. The Board of Directors shall appoint the members of the ACC, who shall serve and may be removed at the discretion of the Board of Directors. The members of the ACC may include Board members, architects, engineers and other persons who are not members of the Board. Provided, however, the Board in its sole discretion may serve as the ACC. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such new construction, modifications, additions, or alterations, shall be submitted to the ACC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Dwelling Unit, or to paint the interior of his Dwelling Unit any

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color desired; provided modifications or alterations to the interior of screened porches, patios, and similar portions of a Dwelling Unit visible from outside the Dwelling Unit shall be subject to approval hereunder. In the event that the ACC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

**SECTION 5.3. ARCHITECTURAL GUIDELINES.** The ACC from time to time may establish, supplement or amend Architectural Guidelines, providing an outline of minimum acceptable construction standards and guidelines for improvements; provided, however, that such guidelines will serve as a minimum, only, and the ACC may impose other requirements in connection with its review of any proposed buildings, structures or improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control. Any Architectural Guidelines or amendments there to adopted by the ACC must be approved in writing by the Board, if there is a separate ACC.

**SECTION 5.4. 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 the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

**SECTION 5.5. VARIANCE.** The Board may authorize variances from compliance with any of its guidelines and procedures and minor variances from the provisions of Article IV of this Declaration when circumstances such as topography, natural obstructions, hardship, or environmental considerations require, but only in accordance with herein adopted Architectural Guidelines. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, or (b) stop the Board from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. The granting of a variance in one instance will in no manner require the ACC to grant a variance in another instance.

**SECTION 5.6. 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 Architectural Guidelines and procedures may be excluded by the Board from the Properties without liability to any person.

**SECTION 5.7. NO LIABILITY.** Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only. 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 Association, the Board of Directors, any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

**ARTICLE VI**  
**ARCHITECTURAL RESTRICTIONS**

**SECTION 6.1. BUILDING SET-BACK LINES.** No residence shall be constructed or located nearer to the front Lot line, or nearer to the side street line than the building setback lines shown on the Map, or closer to the nearest point on either side property line of the same than three feet (3') on the garage side, five feet (5') on the living area side. These restrictions establishing building lines, apply to galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements where there is a roof or other covering. The ACC provided for hereinafter may approve minor variations from the foregoing restrictions establishing building lines.

**SECTION 6.2. DWELLING UNIT.** Only one (1) single family dwelling not to exceed two (2) stories in height shall be allowed on each Lot. Any dwelling constructed on any Lot shall contain not less than 2,000 square feet of living area exclusive of porches, breezeways, garages and patios. In the case of a one and one-half (1 ½) story dwelling, the ground floor must have a minimum of 1,200 square feet, and in the case of a two (2) story dwelling the ground floor must have a minimum of 1,000 square feet, and in both cases the entire floor area exclusive of garages, porches, and servants quarters must have a minimum of 2,000 square feet.

**SECTION 6.3. BUILDING SITE.** No Dwelling shall be allowed on any building site consisting of less than an entire Lot as originally platted. This shall not prohibit the construction of a Dwelling on more than one (1) Lot but less than two (2) adjacent Lots and the interior line provisions of Section 6.1 shall be applicable to the resulting consolidated building site, provided that the express written consent of the Board is obtained in advance of the proposed consolidation. Lots which abut and are owned by the same Person shall not be considered a Building Site, unless the Dwelling is constructed across the Lots constituting the Building Site or the Board agrees in writing to such consolidation. Lots consolidated into one (1) Building Site will be considered one (1) Lot for the purposes of levying Annual Assessments and Special Assessments and voting in the Association.

**SECTION 6.4. GARAGES.** All dwellings shall have a functional attached or detached garage for no less than two (2) nor more than three (3) cars. All driveways shall be constructed of concrete to join the concrete street. A garage shall not exceed two (2) stories in overall height and may contain living quarters for the single family residence in the dwelling as defined in Section 7.2.

**SECTION 6.5. ROOFS.** All roofs shall have a pitch of not less than two inches (2") on twelve inches (12") of roof surface, nor have any type of flat roof. The roof of any building on any Lot shall be constructed or covered with asphalt, composition shingles or other materials that are (i) consistent with the Community-Wide Standard; (ii) harmonious in color with the buildings on the Lot; and (iii) approved by the ACC.

**SECTION 6.6. EXTERIOR FINISH.** The exterior finish of the main residence dwelling erected on any Lot shall not be less than fifty-one percent (51%) masonry, brick veneer, or stucco construction. As provided in Section 5.1, no building, structure or improvement

(including dwellings) shall be placed, erected or installed upon any Lot until the written approval of the Architectural Control Committee has been obtained pursuant to Section 5.2. This fifty-one percent (51%) requirement shall refer to the total outside wall square footage less the square footage contained in windows and doors therein. This fifty-one percent (51%) shall apply to all one-story residences, but shall not apply to floors above the first floor of residences with more than one (1) story.

**SECTION 6.7. LOCATION.** Each residence shall face or front the dedicated street on which such Lots front.

**SECTION 6.8. DAMAGE OR DESTRUCTION OF IMPROVEMENTS.** In the event of damage to any improvement, the Owner shall have the shorter of the period permitted by applicable laws or one hundred twenty (120) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's Application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Architectural Control Committee, so as to present a pleasing and attractive appearance.

## **ARTICLE VII** **USE RESTRICTIONS**

**SECTION 7.1. GENERAL.** No Owner shall use the Common Area, if any, or use or permit such Owner's Lot or Dwelling Unit to be used for any purpose that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by this Declaration; (c) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (d) constitute a violation of the Declaration or any applicable law; or (e) unreasonably interfere with the use, occupancy, and enjoyment of the Subdivision by other Owners.

**SECTION 7.2. SINGLE FAMILY RESIDENTIAL USE.** Each Owner shall use his Lot and the Dwelling Unit on his Lot, if any, for single-family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot as a roadway to adjoining property, for a duplex apartment, or any other apartment for any multifamily use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his residence as a personal office provided the personal office complies with the terms of Section 7.2. The term "single family residential purposes" shall also be defined as: (a) one (1) or more persons related by blood, marriage, or adoption, only one (1) other person who is not so related, and domestic servants; and (b) no more than two (2) unrelated persons

living together as a single housekeeping unit and their children, and domestic servants. Garage apartments or others approved outbuildings on a Lot may only be occupied by the single family occupying the Dwelling Unit.

**SECTION 7.3. VEHICLES.** No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas may be parked in the driveway on a Lot; and (d) which do not exceed seven feet (7') in height, or eight feet (8') in width, or twenty-four feet (24') in length may be parked in the driveway on a Lot. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted, provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within seventy two (72) hours as not to create a nuisance. Any vehicle that is classified one (1) ton commercial or greater as defined by Texas Department of Transportation including, but not limited to box vans and flat beds, shall not be parked or stored anywhere in the Subdivision. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

**SECTION 7.4. SIGNS AND BILLBOARDS.** - No sign or emblem or banners of any kind may be kept or placed upon any Lot or mounted, painted or attached to any dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following:

(1) **For Sale (or Rent) Signs.** An Owner may erect one (1) sign on his/her Lot, not exceeding six (6) square feet in area and extending not more than five and one-half feet (5 1/2') above the surface of such Lot advertising the property for sale or rent. For Sale signs shall be removed within twenty-four (24) hours of closing.

(2) **Political Signs.** Owners may place ground signs on their Lot, which advertise a political candidate or ballot item for an election ("Political Signs"), provided the following criteria are met:

(a) No Political Sign may be placed on an Owner's Lot prior to the ninetieth (90<sup>th</sup>) day before the date of the election to which the sign relates, or remain on an Owner's Lot subsequent to the tenth (10<sup>th</sup>) day after the election date.

(b) No more than one (1) Political Sign is allowed per political candidate or ballot item.

(c) No Political sign may: contain roofing material, siding, paving, materials, flora, one (1) or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; include the painting of architectural surfaces;

threaten the public health or safety; be larger than four feet by six feet; violate a law; contain language, graphics, or any display that would be offensive to the ordinary person; or, be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.

(3) **School Spirit Signs.** Signs containing information about one (1) or more children residing in the dwelling and the school they attend shall be permitted so long as the sign is not more than six square feet. There shall be no more than one (1) sign for each child under the age of eighteen (18) residing in the dwelling.

(4) **Security Signs/Stickers.** Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one (1) sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for the "Child Find" program or a similar program sponsored by the local police and/or local fire department.

(5) **Specialty/Signs.** Special event signs of banners (not to exceed 3' x 3'), such as signs announcing birthday or births, may be displayed for a temporary period of time not to exceed seven (7) days prior to the event and three (3) days after the event. This section shall not be construed to prevent an Owner from displaying holiday decorations for a temporary period of time in accordance with Section 7.15.

(6) **Commercial Signs.** Contractor signs or other commercial signs are only allowed during the time the construction or other services is being rendered.

**SECTION 7.5. ANIMALS AND PETS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets may be raised, bred, or kept on a Lot. Pets which are permitted to roam free, or, at the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance to the Owners of other Lots are not permitted. No pets shall be kept, bred, or maintained for any commercial purpose on a scale that creates a local or public nuisance. Dogs shall at all times, whenever they are outside a Lot, be confined on a leash held by a responsible person. Pet owners must comply with all county and state laws pertaining to ownership of such pets.

**SECTION 7.6. QUIET ENJOYMENT.** No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy

the enjoyment of the Properties. No outside burning of trash, garbage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot.

**SECTION 7.7. LOT AND BUILDING MAINTENANCE.** The Owner and/or occupant(s) of all Lots shall at all times keep all trees, shrubs, weeds and grass thereon and the area between the Lot and the street cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted. Provided, however, even during construction of improvement on a Lot, the Lot shall be kept clean from the visible storage of debris. No Dwelling Unit or other building, fence, structure, or improvement upon any Lot shall be permitted to fall into disrepair, and each such Dwelling Unit, building, structure, or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the above requirements, such default continuing after ten (10) days written notice (with regard to lawn maintenance), or sixty (60) days (with regard to the Dwelling Unit, other buildings, structures, and fences) thereof, the Association through its Board of Directors, its agents, servants or employees, may, without liability to Owner or occupant, in trespass or otherwise, but without being under any duty to do so, enter upon said Lot and cut, or cause to be cut, such trees, shrubs, weeds and grass and remove, or cause to be removed, or do anything necessary to secure compliance with this Section 7.7 and to place such Lot, Dwelling Unit, other area, building, structure, or improvement in a neat, attractive, healthful and/or sanitary condition, and shall charge the Owner or occupant of such Lot for the cost of such work. The Owner and/or occupant, as the case may be, agree by the purchase or occupation of the Lot to pay such statement within ten (10) days of receipt thereof. Any sums not paid shall become a part of the Lien discussed in Article IV of this Declaration.

**SECTION 7.8. ANTENNAS.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any Lot, which are visible from any street, Common Area or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal is possible. The Board of Directors may require painting or screening of the receiving device, which painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes, which are larger than one (1) meter in diameter; (ii) broadcast antenna masts, which exceed the height of the center ridge of the roofline; or (iii) MMDS antenna masts, which exceed the height of twelve feet (12') above the center ridge of the roofline. Unless otherwise permitted by law negating the provisions of restrictive covenants to the contrary, no exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed or maintained upon any Lot, which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time; this section shall be interpreted to be as restrictive as possible, while not violating the Act. The Board of Directors may promulgate Architectural Guidelines, which further define, restrict or elaborate on the placement and

screening of receiving devices and masts, provided such Architectural Guidelines are in compliance with the Telecommunications Act.

**SECTION 7.9. CLOTHESLINES, STORAGE TANKS, ETC.** No clotheslines shall be erected or installed on the front exterior portion of any Lot and no clothing, linens or other material shall be aired or dried on the front exterior portion of any Lot. All above-ground storage tanks, storage buildings, mechanical equipment, wood piles, barbeque pits, yard equipment and other similar items on Lots shall be located or screened so as to be concealed from the view of neighboring Lots, streets, and property located adjacent to the Lot. Provided, however, no storage building within sight of the street can exceed eight feet (8') in height and all storage buildings that would be within sight of the street must be concealed from view behind a fence at least as tall as the storage building. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such garbage and trash.

**SECTION 7.10. FENCES.** All fences (or fence type walls) must be constructed of wood (cedar, redwood, or treated pine), wrought iron, or brick, and maintained. No fence or fence-type wall of any kind or character or for any purpose, which is over eight feet (8') in height, except a hedge, shall be erected or permitted on any Lot and no fence or wall of any character shall be erected or permitted on any Lot between the street and the projection of the residence building lines.

**SECTION 7.11. SUBDIVISION OF LOT AND TIME SHARING.** No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

**SECTION 7.12. CONSOLIDATION OF LOTS.** Upon the written approval of the Board of Directors, an Owner of two (2) adjoining Lots (or portions thereof) may consolidate such Lots or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which case (i) setback lines shall be measured from the resulting site's property lines rather than from the Lot lines as indicated on the Plat, and (ii) the resulting site shall be considered one Lot for all purposes under this Declaration. Once consolidated, the consolidated Lot must have one (1) address.

**SECTION 7.13. FIREARMS.** The discharge of firearms within the Properties is prohibited, except as allowed by law for the protection of property or lives. The term "firearms" includes "B-B" guns, pellet guns, and other firearms types, regardless of size or caliber.

**SECTION 7.14. POOLS.** For safety purposes, all resident pool areas must be fenced and secured.

**SECTION 7.15. SEASONAL DECORATIONS.** Seasonal decoration, lights and ornaments for, by way of illustration and not limitation, Halloween, Thanksgiving, or Christmas are permitted up to thirty (30) days prior to the seasonal event, but must be removed within thirty (30) days immediately after the conclusion of the seasonal event. In no event, however, shall such seasonal decorations, lights and ornaments be of such a nature as to constitute a violation of Section 7.1 of this Article.

**SECTION 7.16. TENTS, MOBILE HOMES AND TEMPORARY STRUCTURES.** No tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar out building to be permanently located on a Lot, provided it receives the prior approval of the ACC. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events.

**SECTION 7.17. DRAINAGE AND SEPTIC SYSTEMS.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person may obstruct or re-channel the drainage flows, drainage swales, storm sewers, or storm drains. Septic tanks and drain fields, other than those installed by or with the consent of the Board of Directors are prohibited within the Properties. Landscaping of a Lot for beautification and drainage does not conflict with this restriction provided the natural flow of water is not diverted on to another Lot or Common Area.

**SECTION 7.18. DUMPING.** No trash, ashes, stumps, trees, underbrush or any refuse of any kind or scrap material from any source shall be placed on any tract of land in the Subdivision, any vacant Lot, avenue, boulevard, drive or street in the Subdivision. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch within the Properties.

**SECTION 7.19. SIGHT DISTANCE AT INTERSECTIONS.** All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub planting, or other object shall be placed or permitted to remain where it creates a traffic or sight problem.

**SECTION 7.20. BUSINESS USE.** No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot 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 requirements for the Properties;

(c) the business activity does not involve persons coming onto the Properties to transact business at a residence or door-to-door solicitation of residents of the Properties.

(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 in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to do or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section.

**SECTION 7.21. ON-SITE FUEL STORAGE.** No on-site fuel storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to fifteen (15) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

**SECTION 7.22. LEASING OF LOTS.**

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, or gratuity.

(b) Leasing Provisions. Lots may be rented only in their entirety; no fraction or portion may be rented. All contracts relating to lease arrangements shall be carried forth between Owner and the lessee and shall only involve the Board if the lessee fails to take reasonable care of the Lot's exterior in keeping with the aforementioned Community-Wide Standard; and (ii) compliance with Declaration, Bylaws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto.

**SECTION 7.23. LAWS AND ORDINANCES.** Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

**SECTION 7.24. WATER AND MINERAL OPERATIONS.** No oil or water drilling, oil or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot. No derrick or other structure designed for use in boring for water, oil, natural gas, or other minerals shall be erected and maintained or permitted on any Lot.

**SECTION 7.25. CARE-GIVING FACILITIES.** No Lot shall be used for the operation of a i) boarding or rooming house, a residence for transients, half-way house, day-care center, treatment facility, or, ii) residence of unrelated individuals who are engaging in, undertaking, or participating in any group living for rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, unless any such facility is otherwise allowed by the terms of state or federal law negating the provisions of restrictive covenants prohibiting same. Notwithstanding the foregoing, it shall not be a violation of this section or Section 7.20 for the resident(s) of a Dwelling Unit to provide babysitting services or care for children, provided the number of children cared for by the resident(s) does not exceed four (4).

**SECTION 7.26. GARAGE, YARD AND ESTATE SALES.** No more than a total of two (2) garages, yard, or estate sales shall be allowed on any Lot in any calendar year ("Permitted Sales"). Permitted Sales may only last three (3) consecutive days and must be conducted by the residents of Dwelling Unit. 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.

## **ARTICLE VIII** **GENERAL PROVISIONS**

**SECTION 8.1. DURATION.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless amended or terminated as hereinafter set forth.

**SECTION 8.2. AMENDMENT.** The terms of this Declaration may be amended at any time by an instrument signed by those Owners owning at least a majority of the Lots within the Subdivision. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

**SECTION 8.3. INDEMNIFICATION.** The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance,

misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**SECTION 8.4. EASEMENTS FOR UTILITIES, ETC.** There are hereby reserved blanket easements upon, across, over, and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of the easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier easements across all Lots and the Common Areas for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors.

The easements provided for in this Section shall in no way adversely affect any other recorded easement on the Properties.

**SECTION 8.5. SEVERABILITY.** Invalidity of any one (1) 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 8.6. LITIGATION.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by an affirmative vote of two-thirds (2/3rds) of the Members present in person at a meeting duly called for such purpose. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article IV hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

**SECTION 8.7. COMPLIANCE.** - Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration, the Bylaws and Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable

by the Association or, in a proper case, by any aggrieved Lot Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws.

**SECTION 8.8. SECURITY.** The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. The Association shall in no way be considered insurers or guarantors of security within the properties, and the Association, shall not be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner and occupant of any Lot, and each tenant, guest and invitee of any Owner, as applicable, acknowledges and understands that the Association, its board of directors and committees, are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Lots, Dwelling Units, outlying buildings and structures, and their contents.

## **ARTICLE IX** **PROPERTY RIGHTS IN COMMON AREAS**

**SECTION 9.1. RIGHTS OF MEMBERS.** Every Owner shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Area, subject to:

- (a) this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;
- (b) the right of the Board to limit the number of guests who may use the Common Area, and to adopt other rules regulating the use and enjoyment of the Common Area;
- (c) the right of the Board to suspend the right of an Owner to use the recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for a longer period in the case of any continuing violation, of the Declaration, Bylaws, or Rules of the Association;
- (d) the right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility, by residents and/or non-residents, situated upon the Common Area;
- (e) the right of the Board to permit resident and non-resident use of any recreational facility situated on the Common Area upon payment of use fees established by the Board; and
- (f) the right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, in accordance with the Articles of Incorporation.

Any Owner may delegate his or her right of use and enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the

Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot and/or Dwelling Unit shall be deemed to have delegated all such rights to the Lot's lessee.

**SECTION 9.2.            DAMAGE AND DESTRUCTION.**

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Area. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least two-thirds (2/3rds) of the total Association, decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage of destruction to Common Area shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Area shall be cleared of all debris and ruins and maintained by the Association, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

**SECTION 9.3.            DISBURSEMENT OF PROCEEDS.** If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account.

**SECTION 9.4.            REPAIR AND RECONSTRUCTION.** If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all the Owners and Lots in the same manner as regular Annual Assessments and in such amounts necessary to complete such repairs or reconstruction which special assessment shall be secured by the Association's lien retained in Article IV.

**ARTICLE X**  
**MISCELLANEOUS**

**SECTION 10.1. SEVERABILITY.** In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

**SECTION 10.2. NUMBER AND GENDER.** Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities, and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

**SECTION 10.3. DELAY IN ENFORCEMENT.** No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

**SECTION 10.4. ENFORCEABILITY.** This Declaration shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner, or occupant of a Lot, by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated this Declaration.

**SECTION 10.5. REMEDIES.** In the event any Person shall violate or attempt to violate any of the provisions of the Declaration, the Association, or the Owner of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

**SECTION 10.6. VIOLATIONS OF LAW.** Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Subdivision hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

**SECTION 10.7. REMEDIES CUMULATIVE.** Each remedy provided under this Declaration is cumulative and not exclusive.

**SECTION 10.8. VACATING OF PLAT OR CORRECTION OF PLAT BY OWNERS.** No provision of this Declaration shall preclude the Owners of Lots in the Subdivision from vacating a plat or filing a replat or correcting any error in the original platting or replatting of such Lots in the Subdivision, or from otherwise recording a partial replat, provided that such vacating or replatting is done in accordance with applicable Texas statutes.

**SECTION 10.9. LIMITATION ON LIABILITY.** Neither the Association, the Board, the Architectural Control Committee, Declarant, or any officer, agent, or employee of any of the same acting within the scope of their respective duties described in this Declaration shall be liable to any Person for any reason or for any failure to act if the action or failure to act was in good faith and without malice.

**SECTION 10.10. CAPTIONS FOR CONVENIENCE.** The titles, heading, captions, article and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

**SECTION 10.11. GOVERNING LAW.** This Declaration shall be construed and governed under the laws of the State of Texas.

**SECTION 10.12. GRANDFATHER CLAUSE.** Any building, structure or other improvement in existence prior to the effective date of this amendment that is in compliance with the Prior Restrictions shall be deemed to be in compliance with this Declaration so long as the building, structure or other improvement is not the basis of any pending litigation or ACC action.

IN WITNESS WHEREOF, the President of the Association on behalf of its Board of Directors executes this instrument acknowledging: (i) the Association and its Board of Directors' consent to the terms and conditions of this instrument; (ii) that the attached Consents represent the approval of this amendment to the Prior Restrictions by (a) a majority of the Lots within Enchanted Valley, Section One (1); (b) three-fourths ( $\frac{3}{4}$ ths) of the Lots within Enchanted Valley, Section Two (2); (c) three-fourths ( $\frac{3}{4}$ ths) of the Lots within Enchanted Valley, Section Three (3); and (d) two-thirds ( $\frac{2}{3}$ rds) of the Lots within Enchanted Valley, Section Four (4). This instrument shall be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas.

DATED this 10<sup>th</sup> day of June, 2008.

466  
/al

ATTEST:

**ENCHANTED VALLEY  
HOMEOWNER'S ASSOCIATION, INC.**

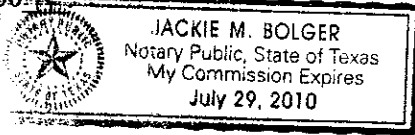
By: Bill Stice  
Bill Stice, Secretary

By: Norman Boad  
Norman Boad, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

Before me, a notary public, on this day personally appeared NORMAN GOAD President of Enchanted Valley Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 20th day of June, 2008.

126808



*[Handwritten Signature]*  
NOTARY PUBLIC - STATE OF TEXAS

PP 058-22-0062

Return To:  
**BUTLER & HAILEY, P.C.**  
**1616 S. VOSS RD., SUITE 500**  
**HOUSTON, TEXAS 77057**