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Page 1 of 51

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" or "Common Areas" means all property within the Subdivision not designated as a Lot and that has not been accepted for maintenance by the applicable governmental body, including, but not limited to, Tract 18 Open Space Reserve "A" (herein so called), Tract 19 Open Space Reserve "B" (herein so called), and Tract 20 Open Space Reserve "C" (herein so called), all as more particularly described by metes and bounds on Exhibit "E" attached hereto. Declarant will convey the Common Area to the Property Owners Association.

"Control Transfer Date" means the date upon which Declarant owns no more than twenty-five percent (25%) of all Lots in the Subdivision.

"Dedictory Instruments" means this Declaration and the Certificate of Formation, Bylaws, and rules of the Property Owners Association, and the standards of the ACC, as amended.

"Development Period" means the time period commencing on the Effective Date hereof until the Control Transfer Date.

"District" means Charterwood Municipal Utility District, a body politic organized and existing under the laws of The State of Texas.

"Effective Date" means the date on which this Declaration is duly executed and filed of record in the Official Public Records of Real Property of Harris County, Texas.

"Easements" means Easements within the Property for utilities, drainage, and other purposes serving the Subdivision, including, but not limited to, the Tract 17 Detention Easement (herein so called) and the Tract 21 Ingress and Egress Easement, each as more particularly described by metes and bounds on Exhibit "E" attached hereto.

"Four-Plex" means a single detached building constructed on one (1) Lot and comprised of four (4) Residence units designed for and used as residential dwellings by Single Families. The Residence units for each Four-Plex are designated and depicted as "A," "B," "C," or "D" on each Lot reflected on the Site Plan (as hereinafter defined).

"Governing Laws" means all applicable local laws, ordinances, and real property instruments of record in the Official Public Records of Harris County, Texas that may affect the Property and the matters contemplated by this Declaration.

"Land Plan" means the land plan for the development of the Property into Four-Plex Lots and Common Areas as more particularly described or depicted on Exhibit "B" attached hereto.

"Lot" means each of the sixteen (16) tracts of land in the Subdivision to be developed as a Four-Plex as generally depicted on the Site Plan as Buildings 01 – 16. Each Lot is more particularly described by metes and bounds as Tracts 1 through 16 on Exhibit "D" attached hereto. For avoidance of doubt, each "Tract" listed on Exhibit "D" (i.e., Tracts 1 through 16) constitutes a Lot for purposes of this Declaration. When used herein, reference to each "Lot" shall include the entire Four-Plex constructed or to be constructed thereon and each Residence that is a part of the Four-Plex. For avoidance of doubt, a Residence that is part of a Four-Plex does not constitute a separate Lot, but rather, is included within and comprises a portion of the Lot.

"Member" means each person or entity that is a member of the Property Owners Association.

"Owner" means any record owner, whether one or more persons or entities, of a fee interest in a Lot, but not persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

"Perimeter Fence" means the perimeter fence of the Subdivision constructed and maintained (or to be constructed and maintained) in accordance with the plans and specifications approved by the District as set forth on Exhibit "F" attached hereto (the "Fence Plans").

"Property Owners Association" means The Vintage at Lake Road Property Owners Association, Inc., a Texas nonprofit corporation, which has or will be incorporated.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a building attached to and a part of a Four-Plex designed for and used as a dwelling by a Single Family in the Subdivision.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a single Residence.

"Site Plan" means the site plan for the development of the Property into Four-Plex Lots and Common Areas as more particularly described or depicted on Exhibit "C" attached hereto.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, parking space, fence, wall, or recreational equipment.

"Subdivision" means the Property covered by this Declaration and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **CLAUSES AND COVENANTS**

**A. Imposition of Covenants**

1. Declarant intends to develop the Property in accordance with the general plan depicted in the Land Plan, whereby the Property shall be developed as a planned unit development of Four-Plexes mutually utilizing the Common Area.

2. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots and Residences by their acceptance of deeds, leases, or occupancy of any Lot or Residence agree that the Subdivision is subject to the Covenants.

3. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot or Residence.

4. Each Owner and occupant of a Lot or Residence agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject it to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

5. In developing the Property and constructing and marketing the Lots and/or Four-Plexes, Declarant shall not be subject to the restrictions contained in this Declaration or in the rules and regulations of the Association, and nothing contained herein or therein shall be deemed to prohibit or interfere with such activities by Declarant or its agents. Declarant and its agents may utilize any portion of the Property (except Lots previously conveyed to Owners other than Declarant) for any and all construction and sales activities. All improvements constructed or installed by Declarant expressly shall be permissible without necessity for approval by the Board or any others and notwithstanding any restriction or prohibition to the contrary set forth in this Declaration.

**B. Land Plan and Easements**

1. The Land Plan, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

**C. Use and Activities**

1. *Permitted Use.* A Lot may be used only for an approved Four-Plex and approved Residences and Structures for Single Family residential use.

2. *Prohibited Activities.* Prohibited activities are:

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity as determined by the Board, including, but not limited to, the playing of music that produce excessive noise levels;
- d. any dumping of rubbish;
- e. any storage of:
  - i. building materials except during the construction or renovation of a Four-Plex or individual Residence or Structure;
  - ii. Vehicles, except operable Vehicles in approved locations, but no more than two (2) per Residence (exclusive of designated overflow parking); or
  - iii. unsightly objects unless completely shielded by a Structure;
  - iv. cooking grills unless located in the yard behind a Residence and completely shielded from street view by a Structure or the Residence;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry of any kind, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or which in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or occupants within the Subdivision may be removed by the Board. No animals of any type shall be kept, bred, or maintained on any Lot for commercial purposes. Dogs that are household pets shall at all times whenever they are outside the Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that had caused damage or injury may be walked in the Subdivision. Animal control authorities shall be permitted to enter all Lots to patrol and remove pets. Pets shall be registered, licensed, and inoculated as required by law;

- h. any commercial or professional activity except reasonable home office use;
- i. the Renting of a portion of a Residence or Structure, except in accordance with the rental standards provided herein;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except:
  - i. not more than one (1) sign per Lot advertising the Lot for sale or rent or advertising a yard sale, the surface area of such sign not to exceed five (5) square feet; and
  - ii. political signage not prohibited by law or the Dedicatory Instruments;
- l. interfering with a drainage pattern without ACC approval;
- m. hunting and shooting;
- n. occupying a Structure that does not comply with the construction standards of a Residence as established by the ACC or this Declaration, as applicable;
- o. display any flags, except for "Permitted Flags" as provided below:
  - i. "Permitted Flags" mean:
    - (A) the flag of the United States;
    - (B) the flag of the State of Texas;
    - (C) the official flag of any branch of the United States armed forces; and
    - (D) the flag of any institution of higher education.
  - ii. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the ACC is required for any additional illumination associated with the display of Permitted Flags.
  - iii. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state, or military code.
  - iv. Permitted Flags must be displayed from a pole attached to a Structure. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or

stapled to a Structure.

v. Permitted Flags shall be no larger than three feet (3') by five feet (5') in size.

vi. Only one (1) Permitted Flag may be displayed on a flagpole attached to a Structure.

vii. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.

viii. A flagpole attached to a Structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of thirty to forty-five degrees (30° – 45°) down from vertical. The flagpole must be attached in such a manner as to not damage the Structure. One attached flagpole is allowed on any portion of a Structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a Structure. Brackets which accommodate multiple flagpoles are not allowed.

ix. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:

(A) be ground mounted in the vicinity of the flag;

(B) utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover;

(C) point towards the flag and face the main Structure on the Lot or to the center of the applicable Residence if there is no Structure; and

(D) provide illumination not to exceed the equivalent of a sixty (60)-watt incandescent bulb.

x. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

xi. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.

xii. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or

structurally unsafe flagpoles must be promptly repaired, replaced, or removed.

p. utilize rainwater recovery systems, except as provided below:

i. Rainwater recovery systems may be installed with advance written approval of the ACC subject to these guidelines.

ii. All such systems must be installed on the Owner's Lot in the rear of the Lot. No portion of the systems may encroach on adjacent properties or Common Areas.

iii. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant Structure, all components of the systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes, and hoses, must be substantially screened from public view from any street or Common Area. Screening may be accomplished by:

(A) placement behind a solid fence, a Structure, or vegetation; or

(B) burying the tanks or barrels.

iv. A rain barrel may be placed in a location visible from public view from any street or Common Area only if the configuration of the guttering system on the Structure precludes screening as described above with the following restrictions:

(A) the barrel must not exceed fifty-five (55) gallons;

(B) the barrel must be installed in close proximity to the Structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle;

(C) the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

(D) any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

v. Overflow lines from the systems must not be directed onto or adversely affect adjacent properties or Common Areas.

vi. Inlets, ports, vents, and other openings must be sealed or protected with mesh to prevent children, animals, and debris from entering the barrels, tanks, or other storage devices. Open top storage containers are not allowed,



however, where space allows and where appropriate, ACC approved ponds may be used for water storage.

vii. Harvested water must be used and not allowed to become stagnant or a threat to health.

viii. All systems must be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused systems in public view must be removed from public view from any street or Common Area.

q. utilize solar energy devices, except as provided below:

i. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the TEXAS TAX CODE. A Device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

ii. Such Devices may only be installed with advance written approval of the ACC subject to these guidelines.

iii. Any such Device must be installed on the Lot or Structures owned by the Owner installing such Device. No portion of the Devices may encroach on adjacent properties or Common Areas.

iv. Such Devices may only be installed in the following locations:

- (A) on the roof of the applicable Residence;
- (B) on the roof of any other approved Structure; or
- (C) within a fenced yard or patio.

v. For Devices mounted on a roof, the Device must:

- (A) have no portion of the Device higher than the roof section to which it is attached;
- (B) have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached;
- (C) conform to the slope of the roof;

(D) be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached;

(E) have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze, or black tone commonly available in the marketplace; and

(F) be located in a position on the roof which is least visible from any street or Common Area, so long as such location does not reduce estimated annual energy production more than ten percent (10%) over alternative roof locations (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory [[www.nrel.gov](http://www.nrel.gov)] or equivalent entity).

vi. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Property Owners Association may require the Device be placed in a location behind a Structure or otherwise require visual screening. The Property Owners Association may consider installation of Devices on Lots without a fenced yard if there is adequate screening from public view from any street or Common Area.

vii. All Devices must be installed in compliance with manufacturer's instruction and in a manner that does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.

viii. Installed Devices may not:

(A) threaten public health or safety;

(B) violate any law; or

(C) substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.

ix. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

r. display of seasonal decorations, except as provided below:

i. Seasonal displays must be limited in scope and must not become a nuisance or annoyance to the neighborhood.

ii. Winter holiday decorations and lights may be installed no earlier

than October 1 and must be removed by January 15 of the following year.

iii. Winter holiday decorations and lights may be illuminated no earlier than November 1 through January 15 of the following year.

iv. All other seasonal decorations may be displayed for a period not to exceed three (3) weeks.

s. sale or use of fireworks, of any kind whatsoever;

t. utilize television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication, except as provided below:

i. This prohibition shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time.

ii. Satellite dishes attached to a Residence are allowed as long as they are a maximum of twenty-four (24) inches in diameter and are not visible from any street. The Board is empowered to adopt rules governing the types of antennae that are permissible in the Subdivision and to establish reasonable, nondiscriminatory restrictions relating to safety, location, and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the rules of the Board may only be installed in a rear yard location, not visible from any street, and integrated with the Residence and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations; and

u. smoking of any form or substance within a Residence.

3. *Rental Standards.* The Renting of a Residence is allowed so long as the Owner complies with the following requirements:

a. all rental terms must be provided in a written agreement, which must provide that such agreement shall be subject in all respects to the provisions of this Declaration and the Property Owners Association's Certificate of Formation and Bylaws, and any failure of the occupant of the Residence to comply with the terms of such documents shall be a default under such rental agreement;

b. all potential tenants must be screened by the Owner for criminal, eviction, and credit records. Potential tenants should not have any single criminal records or evictions. Credit scores must be a minimum of 620 points; and

c. rental rates shall not be less than \$1,200.00 per month per Residence.

## **D. Construction and Maintenance Standards**

### **1. Lots**

- a. *Consolidation and Subdivision Prohibited.* No Lot may be consolidated with another Lot or further subdivided.
- b. *Easements.* No easement affecting a Lot may be granted without ACC approval.
- c. *Maintenance.* Each Owner must keep the Lot, all landscaping in the rear of the Lot, the Four-Plex and each individual Residence, and all Structures in a neat, well-maintained, and attractive condition.

### **2. Four-Plexes, Residences, and Structures**

- a. *Aesthetic Compatibility.* All Four-Plexes, Residences, and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. *Maximum Height.* The maximum height of a Residence is one (1) story.
- c. *Required Area.* The total area of a Four-Plex, exclusive of porches, sidewalks, or parking spaces, must be at least 4,280 square feet. The total area of a Residence, exclusive of porches, sidewalks, or parking spaces, must be at least 1,070 square feet. A Four-Plex must have four (4) Residences.
- d. *Location on Lot.* No Four-Plex or individual Residence or Structure may be located in violation of the setback lines shown on the Land Plan. Each Four-Plex and Residence must face the front Lot line. All Structures must be located behind the front wall of the Four-Plex.
- e. *Parking Spaces.* There shall be sufficient parking space to accommodate at least two (2) Vehicles for each separate Residence within each Lot.
- f. *Damaged or Destroyed Four-Plexes, Residences, and Structures.* Any Four-Plex or individual Residence or Structure that is damaged must be repaired within thirty (30) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Four-Plex or individual Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within sixty (60) days and the Lot restored to a clean and attractive condition.
- g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Four-Plex, except for trellises and decorative fences that are approved by the ACC.

h. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

i. *Sidewalks.* All Lots must maintain sidewalks connecting with the sidewalks on adjacent Lots.

j. *Landscaping.* The minimum landscaping is specified in the standards of the ACC.

3. *Building Materials for Residences and Structures*

a. *Roofs.* Only composition roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color.

Nothing herein shall be interpreted to prohibit or restrict an Owner who is otherwise authorized to install shingles on the roof of the Owner's Four-Plex from installing shingles that are (i) designed primarily to be wind and hail resistant, (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles, or (iii) provide solar generation capabilities; and that, when installed: (A) resemble the shingles used or otherwise authorized for use on Residences in the Subdivision; (B) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on Residences in the Subdivision; and (C) match the aesthetics of the Residences surrounding the Owner's Four-Plex.

b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

c. *Exterior Walls.* No change to the material of the exterior walls, including exposed foundation, windows, and doors, of a Residence will be permitted, unless otherwise approved by the ACC.

d. *Color Changes.* No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.

e. *Parking Spaces and Sidewalks.* All parking spaces and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Parking spaces and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.

f. *Lot and Residence Identification.* Lot and Residence address numbers and name identification must be aesthetically compatible with the Subdivision.

g. *Window Coverings.* Temporary or disposable window coverings not consistent with the aesthetics of the Subdivision, such as reflective materials, sheets, newspaper, shower curtains, fabric not sewn into finished curtains or

draperies, paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for permanent window coverings in a development of the same caliber as the Subdivision are prohibited.

h. *Temporary Structures.* Temporary buildings or Structures, outbuildings, and detached sheds shall be prohibited on any Lot. However, Declarant may permit temporary buildings or Structures, outbuildings, detached sheds, toilet facilities, sales and construction offices, and storage areas to be used by builders in connection with the construction and sale of Four-Plexes.

i. *Above Ground Swimming Pools.* Above ground swimming pools shall be prohibited on any Lot.

j. *Carports.* Carports shall be prohibited on any Lot.

k. *Playground and Sports Equipment.* All playground equipment, such as playhouses and swing sets, shall be situated, concealed, and shielded so as not to be visible from any street. Basketball goals attached to a Residence or mounted on a pole in the ground shall not be located on a Lot so as to be visible from any street in front of a Residence or from the side street on corner Lots. Basketball goals mounted on moveable platforms may be temporarily located in the front of a Residence while in use as long as they are moved to the garage or rear of the Residence when not in use.

4. *Waste Disposal.* No trash, rubbish, garbage, or other debris of any kind shall be kept or allowed to remain on any Lot. No gasoline, motor oil, paint, paint thinner, pesticide, or other product considered to be a contaminant or a hazardous substance under applicable federal or state laws and regulations shall be disposed of on any Lot nor shall any such material be deposited into a storm sewer, sanitary sewer manhole, drainage channel or detention pond within the Subdivision, but rather, all such materials shall be handled and disposed of in compliance with all applicable laws and regulations and the recommendations of the manufacturer of the applicable product or a governmental entity with jurisdiction. The Property Owners Association has entered or will enter into contracts with a commercial waste disposal company that grants that company the exclusive right for the trash collection and waste disposal in the Subdivision. Each Owner shall be personally liable for removing all trash and other waste from their Lot and properly disposing of such trash and other waste in the designated waste disposal collection area of the Subdivision.

5. *Utility Services.* Each Owner may expect to pay a charge for connection to all utility services, and the Owner is obligated to contact the utility company serving the Subdivision to determine such charge and make arrangements for the initiation of said services. Each Owner shall also be responsible for all charges for all utility service furnished to such Owner's Lot.

#### **E. Property Owners Association**

1. *Establishment and Governance.* The Property Owners Association has been or will be established by filing its Certificate of Formation and is governed by the Certificate of

Formation, this Declaration, and its Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one (1) vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

b. *Class B.* The Class B Member is Declarant and has three (3) votes for each one (1) vote allocated to Class A Members. The Class B Membership ceases, and to the extent Declarant is an Owner, converts to Class A membership, on the earlier of:

i. The Control Transfer Date; or

ii. Ten (10) years following the Effective Date.

4. *Board of Directors.* During the Development Period, Declarant shall retain the sole authority to appoint all members of the Board. At the first annual meeting of the Members following the Control Transfer Date, the Members shall elect any then-open Board seats, and thereafter, the rights of the Members for election and appointment of Board members shall be as set forth in the Bylaws.

5. *Maintenance Obligations.*

a. *In General.* All maintenance obligations contemplated by this Section 5 shall be performed by the Property Owners Association in accordance with all applicable Governing Laws. The maintenance obligations of the Property Owners Association shall include, but are not limited to, the following:

i. Maintaining all landscaping in the front and to the side of each Lot, which is visible from any street or the Common Area;

ii. Maintaining the Perimeter Fence, in accordance with the Fence Plans to the satisfaction of the District (in its sole discretion);

iii. Maintaining all streets and any gates to the Subdivision; and

iv. Maintaining all drainage and detention facilities serving the

Subdivision (collectively, the "Drainage Facilities") to the satisfaction of the District and in accordance with any standards or requirements as may be established by the District and/or the Texas Commission on Environmental Quality.

b. *Failure to Maintain Perimeter Fence and/or the Drainage Facilities.* The District shall provide the Property Owners Association with written notice ("Maintenance Notice") in the event the District (in its commercially reasonable discretion) determines that the Perimeter Fence and/or the Drainage Facilities are not being maintained in accordance with the terms and provisions of this Declaration, such Maintenance Notice to describe with specificity the maintenance actions required to remedy the situation (the "Corrective Measures"). In the event the Corrective Measures have not been commenced within sixty (60) days after receipt of a Maintenance Notice and thereafter pursued to completion with good faith effort (the "Cure Period"), the District shall have the right (but not the obligation) to exercise self-help and shall be entitled to enter the Property to the extent necessary to perform such Corrective Measures at the expense of the Property Owners Association. An easement is hereby granted to the District for purposes of entering the Property to exercise self-help rights with respect to any Corrective Measures contemplated by this paragraph. The Property Owners Association will reimburse the District immediately upon written demand for all costs ("District Costs") incurred by the District in connection with exercising any self-help rights and/or pursuing any Corrective Measures contemplated by this paragraph, including, but not limited to, any reasonable attorney's fees and reasonable court costs as may result from the District's efforts to enforce the provisions of this paragraph. All District Costs will incur interest at the rate of eighteen percent (18%) or the maximum rate permitted by law (whichever amount is greater) from the date payment is due (as set forth in the written demand for reimbursement of such District Costs) until such time all District Costs have been paid in full.

6. *Security.* THE PROPERTY OWNERS ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, IMPLEMENT, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE SUBDIVISION DESIGNED TO MAKE THE SUBDIVISION SAFER THAN IT OTHERWISE MIGHT BE. NEITHER THE PROPERTY OWNERS ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SAFETY OR SECURITY WITHIN THE SUBDIVISION, HOWEVER, AND NEITHER THE PROPERTY OWNERS ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE PROPERTY OWNERS ASSOCIATION AND THE BOARD, DECLARANT, ANY SUCCESSOR DECLARANT, AND THE ACC DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, ACCESS CONTROL



SYSTEM, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY SUCH SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE PROPERTY OWNERS ASSOCIATION, THE BOARD, THE ACC, THE DECLARANT, AND ANY SUCCESSOR DECLARANT 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 AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE PROPERTY OWNERS ASSOCIATION, THE BOARD, THE ACC, THE DECLARANT, AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

**F. ACC**

**1. *Establishment***

- a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Four-Plexes, individual Residences and Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.
- b. *Members.* The ACC consists of at least three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.
- c. *Term.* ACC members serve until replaced by the Board or they resign.
- d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

**2. *Plan Review***

- a. *Required Review by ACC.* No Four-Plex or individual Residence or

Structure may be erected on any Lot, or the exterior altered (including changes to landscaping or roof material type or color), unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Four-Plex and individual Residence and Structures depicted horizontally and vertically, and the general plan of landscaping and/or roof material type or color, as applicable, all in the form and detail the ACC may require.

b. *Procedures*

i. *Complete Submission.* Within fifteen (15) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within five (5) days after the ACC's action. The Board shall determine the appeal within fifteen (15) days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members have no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications. The Property Owners Association, the Board, the ACC, and their members have no duty to inspect any improvements; and, if any should inspect any improvements, it shall have no liability or obligation to any party arising out of such inspection. The Property Owners Association, the Board, the ACC, and their members expressly shall have no liability or responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the construction of any improvements. Notwithstanding any covenant, condition,

or term contained in this Declaration or provision of the Bylaws to the contrary, the Property Owners Association, the Board, the ACC, and their members shall not have any liability to any Owner arising or resulting from any act or omission of them taken or omitted pursuant to this Declaration or the Bylaws. Each Owner by accepting a conveyance of any Lot or of any portion of the Subdivision conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the Property Owners Association, the Board, the ACC, and their members arising or resulting from acts or omissions pursuant to this Declaration or the Bylaws.

#### **G. Assessments**

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, to pay for utilities, taxes, and insurance applicable to the Subdivision, and to improve and maintain the Common Areas, including, but not limited to, the pro rata share attributable to each Lot of the actual cost to the Property Owners Association of the repair and maintenance to be performed by the Property Owners Association; the operation, maintenance, and security of the Common Area; the taxes and governmental assessments on the Common Area; costs of insurance maintained by the Property Owners Association; and such additional sums as the Board may determine to be necessary to fulfill the purpose of the Property Owners Association. Such funds may be used to pay costs incurred with respect to all or any of the following:

- a. Operation, maintenance and repair of the Common Area and the improvements thereupon including, without limitation, the private streets within the Subdivision;
- b. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
- c. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management and supervision of the Common Area;
- d. Paying the cost and fees of a manager or firm retained to carry out the duties of the Property Owners Association or to manage the affairs and property of the Property Owners Association;
- e. Maintaining or replacing any landscaping in the Common Area;
- f. Designing, purchasing and installing any improvements to the Common Area;
- g. Mowing and routine maintenance of the Common Area;
- h. Removing debris from the Common Area;

- i. Contracting for street lights in the Subdivision;
- j. Collecting and disposing of trash, garbage, ashes, rubbish and other similar materials;
- k. Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration;
- l. Employing policemen or watchmen and/or a security service;
- m. Contracting for insect and pest control such as mosquito fogging;
- n. Carrying out the duties of the Board;
- o. Creation and funding of such reserve funds as the Board deems necessary; and
- p. Carrying out such purposes of the Property Owners Association as generally benefit the Members of the Property Owners Association..

The judgment of the Board in establishing Assessments and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant to a third party.

5. *Regular Assessments*

a. *Rate.* On or about December 31 of each calendar year, the rate of Regular Assessments shall be determined by the Board by projecting the estimated applicable expenses for the following calendar year, with notice of the same being sent to each Owner within a reasonable time after the end of each calendar year. Within a reasonable time after the end of each calendar year, the Property Owners Association will also notify Owners of the actual costs of the applicable expenses (those that are included within the Regular Assessments) for the previous year. Owners shall then pay any deficient amount as between the rate of Regular Assessment so charged and the actual expenses incurred to the Property Owners

Association within thirty (30) days after the Property Owners Association notifies the Owners of such deficient amount, which payment shall be deemed for all purposes a reconciliation of the prior Regular Assessment. If the actual applicable expenses (those that are included within the Regular Assessments) for the previous year are less than the rate of Regular Assessment for the previous year, the Property Owners Association will credit such excess amount against the applicable Owner's next monthly payment of Regular Assessments.

b. *Assessment Proration.* The pro rata share of the total Regular Assessments to be borne by each Lot shall be the Assessment Proration for that Lot. The "Assessment Proration" for each Lot shall be a percentage determined as the product of one (1), as the numerator, and the total of all Lots as the denominator. In accordance with the Land Plan as of the date of this Declaration, the Assessment Proration for each Lot shall be one-sixteenth (1/16<sup>th</sup>).

c. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty (30) days before its effective date.

d. *Collections.* Regular Assessments will be collected monthly in advance, payable on the first day of each month.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a sixty-seven percent (67%) vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within thirty (30) days after it is due is delinquent.

## **H. Remedial Rights**

1. *Late Charges and Interest.* A late charge of ten percent (10%) of the delinquent

amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the lesser rate of (a) eighteen percent (18%) per year or (b) the maximum non-usurious rate of interest under the laws of the State of Texas. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

7. *Self Help.* In addition, if the need for repair or maintenance of areas to be repaired and maintained by the Property Owners Association is caused through the negligence or willful acts or omissions of an Owner or the Owner's family, guests, agents, independent contractors, and invitees, the cost of such repair or maintenance, may, to the extent of such Owner's liability at law, at the option of the Board, be charged to such Owner, either directly or through increased Assessments. Further, the Property Owners Association shall, after giving reasonable notice to the Owner, enter any portion of the Property subject to this Declaration, including any Lot or Residence, correct any situation which is not in compliance with the requirements of this Declaration, and the cost of any such action which is undertaken by the Property Owners Association because of the failure or neglect of an Owner, shall be the responsibility of the Owner, either directly or through Assessments by the Property Owners Association, at the option of the Board.

8. *Right to Inspect.* Any member of the Board or the ACC and their representatives shall have the right, but not the obligation, during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the plans therefor have been approved and are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In the event the ACC shall determine that such plans have not been approved or are not being complied with, the ACC shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply

with approved plans. In addition to any other remedies available to the Property Owners Association, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

## **I. Common Area**

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to:

- a. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- b. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- c. dedicate or convey any of the Common Area for public purposes, on approval by a vote of sixty-seven percent (67%) of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

4. *Disclaimer of Liability.* Notwithstanding anything to the contrary contained herein or otherwise enforceable in accordance with applicable law, the grant hereunder shall not be interpreted to imply or create a grant to the general public to the Common Area, and the Property Owners Association expressly disclaims any and all liability arising from or related to the access and/or use of the Common Area by anyone other than those permitted users provided hereunder and in accordance with the terms provided herein.

5. *Common Area Maintenance.* The Property Owners Association shall be responsible for and shall bear the expense of maintaining the Common Area and facilities in good condition and repair, adequately painted, landscaped, and maintained, free of rubbish and debris and in a neat, clean, and sightly condition, including sewer and water lines, private streets, and all areas of the Subdivision up to the property boundary lines of each Lot. The costs and expenses of the repair and maintenance of the Common Area and facilities undertaken by the Property Owners Association shall be a common expense to be distributed and allocated among the Owners pursuant to the provisions of Section G, except that any expenses incurred by the Property Owners Association for work that was the responsibility of any Owner shall be charged to and paid by such Owner.

## **J. General Provisions**

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.
3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.*
- a. This Declaration may be amended at any time by a sixty-seven percent (67%) vote of Members entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.
- b. In addition to specific amendment rights granted elsewhere in this Declaration, until the Control Transfer Date, Declarant may unilaterally amend this Declaration for any purpose; provided, however, any such amendment shall not impair or adversely affect the vested property or other rights of any Owner unless such Owner shall consent thereto in writing. After the Development Period, Developer shall also have and reserves the right, at any time and from time to time, without the joinder or consent of any Owner or other party, to amend this Declaration (i) for the purposes of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein; or (ii) to the extent necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner unless such Owner shall consent thereto in writing.
5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.
6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of this Declaration.
7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however



delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than sixty-seven percent (67%) of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this  
25<sup>th</sup> day of April 2023.

**DECLARANT:**

4PLEX ON LAKE ROAD, LLC,  
a Texas limited liability company

By: 

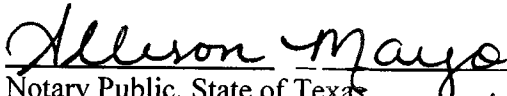
Name: Ernesto Grey

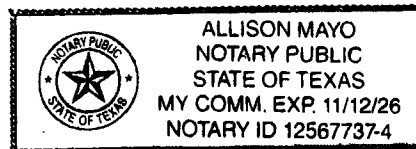
Title: Manager

STATE OF TEXAS )

COUNTY OF HARRIS )

This instrument was acknowledged before me on April 25<sup>th</sup> 2023, by  
Ernesto Grey, Manager of 4PLEX ON LAKE ROAD, LLC, a Texas limited liability company, on  
behalf of said limited liability company.

  
Notary Public, State of Texas  
My commission expires: 11/12/26



**LIENHOLDER CONSENT**

SIMMONS BANK, an Arkansas chartered bank, ("Lienholder") being a beneficiary of a mortgage lien and other liens, assignments, and security interests ("Mortgage Lien") encumbering all or a portion of the Property, hereby consents to the terms and provisions of this Declaration to which this Lienholder Consent is attached and acknowledges that the execution thereof does not constitute a default under the Mortgage Lien executed in connection with or as security for the indebtedness as described in the Mortgage Lien, and acknowledges and agrees that a foreclosure of the Mortgage Lien will not extinguish the rights, obligation, and interests created under this Declaration (or the covenants, conditions, and restriction in this Declaration). No warranties of title are hereby made by Lienholder, Lienholder's joinder herein being solely limited to such consent.

IN WITNESS WHEREOF, the undersigned has executed this Lienholder Consent on this 5<sup>th</sup> day of April 2023.

**LIENHOLDER:**

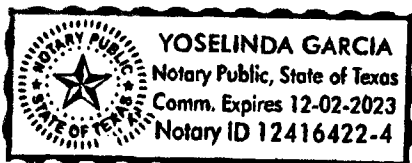
SIMMONS BANK,  
an Arkansas chartered bank

By: *Austin Adams*  
Name: Austin Adams  
Title: Senior Vice President

STATE OF Texas )

COUNTY OF Montgomery

This Lienholder Consent was acknowledged before me on April 5<sup>th</sup>, 2023,  
by Austin Adams, Senior Vice President of Simmons Bank, an Arkansas chartered bank, on  
behalf of said bank.



*Yoselinda Garcia*  
Notary Public, State of Texas  
My commission expires: 12/02/23

RP-2023-148765

**EXHIBIT "A"**  
**(Property)**

LAKE ROAD PARK, a subdivision of 6.0373 acres in Harris County, Texas according to the map or plat thereof recorded at Film Code No. 67480 of the Map Records of Harris County, Texas.

RP-2023-148765

**EXHIBIT "B"**  
**(Land Plan)**

[LAND PLAN ATTACHED]

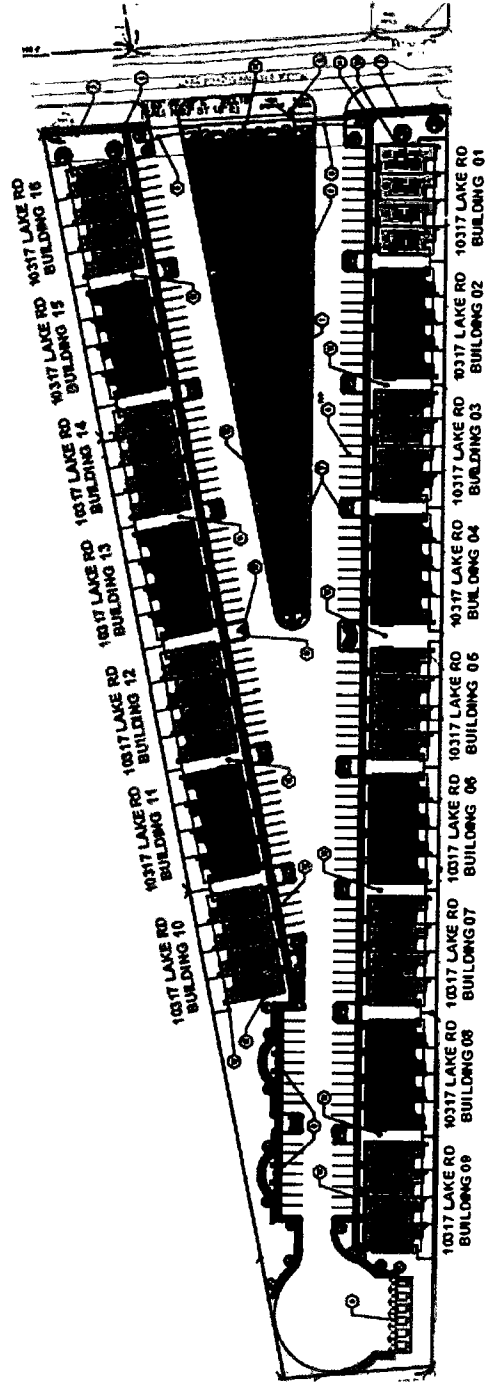
RP-2023-148765



**EXHIBIT "C"**  
**(Site Plan)**

[SITE PLAN ATTACHED]

RP-2023-148765





**EXHIBIT "D"**  
**(Legal Descriptions of Lots in the Subdivision)**

NOTE: Each Tract herein described (i.e., Tracts 1 – 16 below) constitutes a "Lot" for purposes of the Declaration of Covenants, Conditions, and Restrictions for The Vintage at Lake Road Subdivision to which this Exhibit "D" is attached.

**Tract 1 (depicted on the Site Plan as "10317 Lake Rd Building 01"):**

All that certain tract or parcel containing 0.1759 acre, (7,490.01 square feet), of land known as Tract 1 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 02°20'07" E, (call S 02°27'57" E), a distance of 24.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a p.k. nail (set) marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 1;

THENCE continuing S 02°20'07" E, (call S 02°27'57" E), a distance of 107.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 16 in said Block 1 marking the Southeast corner of the herein described Tract 1;

THENCE S 87°39'53" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of the herein described Tract 1;

THENCE N 02°20'07" W, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 1;

THENCE N 87°39'53" E, a distance of 70.00 feet to the POINT OF BEGINNING and containing 0.1759 acre, (7,490.01 square feet), of land.

**Tract 2 (depicted on the Site Plan as "10317 Lake Rd Building 02"):**

All that certain tract or parcel containing 0.1759 acre, (7,490.01 square feet), of land known as Tract 2 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road,

(variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 02°20'07" E, (call S 02°27'57" E), a distance of 131.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 16 in said Block 1 marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 2;

THENCE continuing S 02°20'07" E, (call S 02°27'57" E), a distance of 107.00 feet along the common line of said Restricted Reserve "A" and said Lot 16 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 15 in said Block 1 marking the Southeast corner of the herein described Tract 2;

THENCE S 87°39'53" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of the herein described Tract 2;

THENCE N 02°20'07" W, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 2;

THENCE N 87°39'53" E, a distance of 70.00 feet to the POINT OF BEGINNING and containing 0.1759 acre, (7,490.01 square feet), of land.

**Tract 3 (depicted on the Site Plan as "10317 Lake Rd Building 03"):**

All that certain tract or parcel containing 0.1759 acre, (7,490.01 square feet), of land known as Tract 3 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 02°20'07" E, (call S 02°27'57" E), a distance of 238.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 15 in said Block 1 marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 3;

THENCE continuing S 02°20'07" E, (call S 02°27'57" E), a distance of 107.00 feet along the common line of said Restricted Reserve "A" and said Lot 15 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 13 in said Block 1 marking the Southeast corner of the herein described Tract 3;

THENCE S 87°39'53" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of the herein described Tract 3;

THENCE N 02°20'07" W, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 3;

THENCE N 87°39'53" E, a distance of 70.00 feet to the POINT OF BEGINNING and containing 0.1759 acre, (7,490.01 square feet), of land.

**Tract 4 (depicted on the Site Plan as "10317 Lake Rd Building 04"):**

All that certain tract or parcel containing 0.1759 acre, (7,490.01 square feet), of land known as Tract 4 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 02°20'07" E, (call S 02°27'57" E), a distance of 345.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 13 in said Block 1 marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 4;

THENCE continuing S 02°20'07" E, (call S 02°27'57" E), a distance of 107.00 feet along the common line of said Restricted Reserve "A" and said Lot 13 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 12 in said Block 1 marking the Southeast corner of the herein described Tract 4;

THENCE S 87°39'53" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of the herein described Tract 4;

THENCE N 02°20'07" W, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 4;

THENCE N 87°39'53" E, a distance of 70.00 feet to the POINT OF BEGINNING and containing 0.1759 acre, (7,490.01 square feet), of land.

**Tract 5 (depicted on the Site Plan as "10317 Lake Rd Building 05"):**

All that certain tract or parcel containing 0.1759 acre, (7,490.01 square feet), of land known as Tract 5 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as

follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 02°20'07" E, (call S 02°27'57" E), a distance of 462.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 11 in said Block 1 marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 5;

THENCE continuing S 02°20'07" E, (call S 02°27'57" E), a distance of 107.00 feet along the common line of said Restricted Reserve "A" and said Lot 12 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 10 in said Block 1 marking the Southeast corner of the herein described Tract 5;

THENCE S 87°39'53" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of the herein described Tract 5;

THENCE N 02°20'07" W, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 5;

THENCE N 87°39'53" E, a distance of 70.00 feet to the POINT OF BEGINNING and containing 0.1759 acre, (7,490.01 square feet), of land.

**Tract 6 (depicted on the Site Plan as "10317 Lake Rd Building 06"):**

All that certain tract or parcel containing 0.1759 acre, (7,490.01 square feet), of land known as Tract 6 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 02°20'07" E, (call S 02°27'57" E), a distance of 569.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 10 in said Block 1 marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 6;

THENCE continuing S 02°20'07" E, (call S 02°27'57" E), a distance of 107.00 feet along the common line of said Restricted Reserve "A" and said Lot 10 to a 5/8" iron rod with EIC cap (set)

in the West line of Lot 8 in said Block 1 marking the Southeast corner of the herein described Tract 6;

THENCE S 87°39'53" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of the herein described Tract 6;

THENCE N 02°20'07" W, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 6;

THENCE N 87°39'53" E, a distance of 70.00 feet to the POINT OF BEGINNING and containing 0.1759 acre, (7,490.01 square feet), of land.

**Tract 7 (depicted on the Site Plan as "10317 Lake Rd Building 07"):**

All that certain tract or parcel containing 0.1759 acre, (7,490.01 square feet), of land known as Tract 7 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 02°20'07" E, (call S 02°27'57" E), a distance of 676.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 8 in said Block 1 marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 7;

THENCE continuing S 02°20'07" E, (call S 02°27'57" E), a distance of 107.00 feet along the common line of said Restricted Reserve "A" and said Lot 8 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 7 in said Block 1 marking the Southeast corner of the herein described Tract 7;

THENCE S 87°39'53" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of the herein described Tract 7;

THENCE N 02°20'07" W, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 7;

THENCE N 87°39'53" E, a distance of 70.00 feet to the POINT OF BEGINNING and containing 0.1759 acre, (7,490.01 square feet), of land.

**Tract 8 (depicted on the Site Plan as "10317 Lake Rd Building 08"):**

All that certain tract or parcel containing 0.1759 acre, (7,490.01 square feet), of land known as

Tract 8 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 02°20'07" E, (call S 02°27'57" E), a distance of 783.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 7 in said Block 1 marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 8;

THENCE continuing S 02°20'07" E, (call S 02°27'57" E), a distance of 107.00 feet along the common line of said Restricted Reserve "A" and said Lot 7 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 5 in said Block 1 marking the Southeast corner of the herein described Tract 8;

THENCE S 87°39'53" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of the herein described Tract 8;

THENCE N 02°20'07" W, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 8;

THENCE N 87°39'53" E, a distance of 70.00 feet to the POINT OF BEGINNING and containing 0.1759 acre, (7,490.01 square feet), of land.

**Tract 9 (depicted on the Site Plan as "10317 Lake Rd Building 09"):**

All that certain tract or parcel containing 0.1759 acre, (7,490.01 square feet), of land known as Tract 9 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 02°20'07" E, (call S 02°27'57" E), a distance of 890.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 5 in said Block 1 marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 9;

THENCE continuing S 02°20'07" E, (call S 02°27'57" E), a distance of 107.00 feet along the common line of said Restricted Reserve "A" and said Lot 6 to a 5/8" iron rod with EIC cap (set) in the West line of said Lot 5 in said Block 1 marking the Southeast corner of the herein described Tract 9;

THENCE S 87°39'53" W, a distance of 70.00 feet to a point for corner under debris pile marking the Southwest corner of the herein described Tract 9;

THENCE N 02°20'07" W, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 9;

THENCE N 87°39'53" E, a distance of 70.00 feet to the POINT OF BEGINNING and containing 0.1759 acre, (7,490.01 square feet), of land.

**Tract 10 (depicted on the Site Plan as "10317 Lake Rd Building 10"):**

All that certain tract or parcel containing 0.1811 acre, (7,887.82 square feet), of land known as Tract 10 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 83°59'05" W, (call S 83°51'15" W), a distance of 278.45 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) for corner;

THENCE S 14°01'33" E, a distance of 660.55 feet to a 5/8" iron rod with EIC cap (set) marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 10;

THENCE continuing S 14°01'33" E, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of the herein described Tract 10;

THENCE S 75°56'50" W, a distance of 73.78 feet to a 5/8" iron rod with EIC cap (set) in the West line of said Restricted Reserve "A" and the East line of Restricted Reserve "A" in Block 1 of Home Depot Tomball Texas, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 448020 marking the Southwest corner of the herein described Tract 10;

THENCE N 13°57'47" W, (call N 14°05'37" W), a distance of 107.00 feet along the common line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 10;

THENCE N 75°58'26" E, a distance of 73.66 feet to the POINT OF BEGINNING and containing 0.1811 acre, (7,887.82 square feet), of land.

**Tract 11 (depicted on the Site Plan as "10317 Lake Rd Building 11"):**

All that certain tract or parcel containing 0.1810 acre, (7,882.97 square feet), of land known as Tract 11 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 83°59'05" W, (call S 83°51'15" W), a distance of 278.45 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) for corner;

THENCE S 14°01'33" E, a distance of 553.55 feet to a 5/8" iron rod with EIC cap (set) marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 11;

THENCE continuing S 14°01'33" E, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of the herein described Tract 11;

THENCE S 75°56'50" W, a distance of 73.66 feet to a 5/8" iron rod with EIC cap (set) in the West line of said Restricted Reserve "A" and the East line of Restricted Reserve "A" in Block 1 of Home Depot Tomball Texas, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 448020 marking the Southwest corner of the herein described Tract 11;

THENCE N 13°57'47" W, (call N 14°05'37" W), a distance of 1.87 feet along the common line of said Restricted Reserve "A" to a 5/8" iron rod (found) for angle point;

THENCE N 14°02'35" W, (call N 14°10'25" W), a distance of 105.13 feet along the common line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 11;

THENCE N 75°56'50" E, a distance of 73.69 feet to the POINT OF BEGINNING and containing 0.1810 acre, (7,882.97 square feet), of land.

**Tract 12 (depicted on the Site Plan as "10317 Lake Rd Building 12"):**

All that certain tract or parcel containing 0.1810 acre, (7,886.40 square feet), of land known as Tract 12 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080



of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 83°59'05" W, (call S 83°51'15" W), a distance of 278.45 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) for corner;

THENCE S 14°01'33" E, a distance of 446.55 feet to a 5/8" iron rod with EIC cap (set) marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 12;

THENCE continuing S 14°01'33" E, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of the herein described Tract 12;

THENCE S 75°56'50" W, a distance of 73.69 feet to a 5/8" iron rod with EIC cap (set) in the West line of said Restricted Reserve "A" and the East line of Restricted Reserve "A" in Block 1 of Home Depot Tomball Texas, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 448020 marking the Southwest corner of the herein described Tract 12;

THENCE N 14°02'35" W, (call N 14°10'25" W), a distance of 107.00 feet along the common line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 12;

THENCE N 75°56'50" E, a distance of 73.72 feet to the POINT OF BEGINNING and containing 0.1810 acre, (7,886.40 square feet), of land.

**Tract 13 (depicted on the Site Plan as "10317 Lake Rd Building 13"):**

All that certain tract or parcel containing 0.1811 acre, (7,889.83 square feet), of land known as Tract 13 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 83°59'05" W, (call S 83°51'15" W), a distance of 278.45 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to a 5/8" iron rod

with EIC cap (set) for corner;

THENCE S 14°01'33" E, a distance of 339.55 feet to a 5/8" iron rod with EIC cap (set) marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 13;

THENCE continuing S 14°01'33" E, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of the herein described Tract 13;

THENCE S 75°56'50" W, a distance of 73.72 feet to a 5/8" iron rod with EIC cap (set) in the West line of said Restricted Reserve "A" and the East line of Restricted Reserve "A" in Block 1 of Home Depot Tomball Texas, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 448020 marking the Southwest corner of the herein described Tract 13;

THENCE N 14°02'35" W, (call N 14°10'25" W), a distance of 107.00 feet along the common line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 13;

THENCE N 75°56'50" E, a distance of 73.75 feet to the POINT OF BEGINNING and containing 0.1811 acre, (7,889.83 square feet), of land.

**Tract 14 (depicted on the Site Plan as "10317 Lake Rd Building 14"):**

All that certain tract or parcel containing 0.1812 acre, (7,893.43 square feet), of land known as Tract 14 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 83°59'05" W, (call S 83°51'15" W), a distance of 278.45 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) for corner;

THENCE S 14°01'33" E, a distance of 232.55 feet to a 5/8" iron rod with EIC cap (set) marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 14;

THENCE continuing S 14°01'33" E, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of the herein described Tract 14;

THENCE S 75°56'26" W, a distance of 73.75 feet to a 5/8" iron rod with EIC cap (set) in the West line of said Restricted Reserve "A" and the East line of Restricted Reserve "A" in Block 1 of Home Depot Tomball Texas, a subdivision in said Harris County, Texas according to the map or plat

thereof filed for record under Film Code No. 448020 marking the Southwest corner of the herein described Tract 14;

THENCE N 14°02'35" W, (call N 14°10'25" W), a distance of 81.78 feet along the common line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (found) for angle point;

THENCE N 14°04'24" W, (call N 14°12'14" W), a distance of 25.22 feet along the common line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 14;

THENCE N 75°56'26" E, a distance of 73.80 feet to the POINT OF BEGINNING and containing 0.1812 acre, (7,893.43 square feet), of land.

**Tract 15 (depicted on the Site Plan as "10317 Lake Rd Building 15"):**

All that certain tract or parcel containing 0.1812 acre, (7,900.67 square feet), of land known as Tract 15 out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 83°59'05" W, (call S 83°51'15" W), a distance of 278.45 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) for corner;

THENCE S 14° 01' 33" E, a distance of 125.55 feet to a 5/8" iron rod with EIC cap (set) marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 15;

THENCE continuing S 14°01'33" E, a distance of 107.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of the herein described Tract 15;

THENCE S 75° 56' 26" W, a distance of 73.80 feet to a 5/8" iron rod with EIC cap (set) in the West line of said Restricted Reserve "A" and the East line of Restricted Reserve "A" in Block 1 of Home Depot Tomball Texas, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 448020 marking the Southwest corner of the herein described Tract 15;

THENCE N 14° 04' 24" W, (call N 14° 12' 14" W), a distance of 107.00 feet along the common line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 15;

THENCE N 75° 56' 26" E, a distance of 73.89 feet to the POINT OF BEGINNING and containing

0.1812 acre, (7,900.67 square feet), of land.

**Tract 16 (depicted on the Site Plan as “10317 Lake Rd Building 16”):**

All that certain tract or parcel containing 0.1816 acre, (7,910.67 square feet), of land known as Tract 16 out of Restricted Reserve “A” in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve “A”;

THENCE S 83° 59’ 05” W, (call S 83°51’15” W), a distance of 278.45 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve “A” to a 5/8” iron rod with EIC cap (set) for corner;

THENCE S 14°01’33” E, a distance of 18.55 feet to a 5/8” iron rod with EIC cap (set) marking the Northeast corner and POINT OF BEGINNING of the herein described Tract 16;

THENCE continuing S 14°01’33” E, a distance of 107.00 feet to a 5/8” iron rod with EIC cap (set) marking the Southeast corner of the herein described Tract 16;

THENCE S 75°56’50” W, a distance of 73.89 feet to a 5/8” iron rod with EIC cap (set) in the West line of said Restricted Reserve “A” and the East line of Restricted Reserve “A” in Block 1 of Home Depot Tomball Texas, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 448020 marking the Southwest corner of the herein described Tract 16;

THENCE N 14°04’24” W, (call N 14°12’14” W), a distance of 107.00 feet along the common line of said Restricted Reserve “A” to a 5/8” iron rod with EIC cap (set) marking the Northwest corner of the herein described Tract 16;

THENCE N 75°56’50” E, a distance of 73.98 feet to the POINT OF BEGINNING and containing 0.1816 acre, (7,910.67 square feet), of land.

## **EXHIBIT "E"**

### **(Legal Descriptions of Easements and Common Areas of the Subdivision)**

#### **Tract 17 Detention Easement**

All that certain tract or parcel containing 0.7231 acre, (31,500.62 square feet), of land known as Detention Easement out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas, according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 83°59'05" W, (call S 83°51'15" W), a distance of 115.74 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) marking the Northeast corner and POINT OF BEGINNING and containing 0.7231 acre, (31,500.62 square feet), of land;

THENCE S 02°20'07" E, (call S 02°27'57" E), a distance of 428.99 feet to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of the herein described Detention Easement, same point marking the beginning of a curve to the right having a radius of 14.50 feet;

THENCE Southwesterly to Northwesterly, along said curve to the right through a central angle of 168°18'34", a chord bearing and distance of S 81°49'10" W, 28.85 feet, an arc distance of 42.59 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of the herein described Detention Easement;

THENCE N 14°01'33" W, a distance of 433.43 feet to a 5/8" iron rod with EIC cap (set) in the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" marking the Northwest corner of the herein described Detention Easement;

THENCE N 83°59'05" E, (call N 83°51'15" E), a distance of 116.76 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to the POINT OF BEGINNING and containing 0.7231 acre, (31,500.62 square feet), of land.

#### **Tract 18 Open Space Reserve "A"**

All that certain tract or parcel containing 0.0350 acre, (1,522.49 square feet), of land known as Open Space Reserve "A" out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

BEGINNING at a punch mark in concrete (found) in the South right-of-way line of Lake Road,

(variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records, the Northeast corner of said Restricted Reserve "A" and the Northeast corner of the herein described Open Space Reserve "A";

THENCE S 02°20'07" E, (call S 02°27'57" E), a distance of 24.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a p.k. nail (set) marking the Southeast corner of the herein described Open Space Reserve "A";

THENCE S 87°39'53" W, a distance of 70.00 feet to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of the herein described Open Space Reserve "A";

THENCE N 02°20'07" W, a distance of 19.50 feet to a 5/8" iron rod with EIC cap (set) in the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" marking the Northwest corner of the herein described Open Space Reserve "A";

THENCE N 83°59'05" E, (call N 83°51'15" E), a distance of 70.14 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to the POINT OF BEGINNING and containing 0.0350 acre, (1,522.49 square feet), of land.

#### **Tract 19 Open Space Reserve "B"**

All that certain tract or parcel containing 0.3512 acre, (15,299.10 square feet), of land known as Open Space Reserve "B" out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 02°20'07" E, a distance of 997.00 feet along the common line of said Restricted Reserve "A" and said Lot 17 to a 5/8" iron rod with EIC cap (set) in the West line of Lot 5 in said Block 1 marking the Easterly Northeast corner and POINT OF BEGINNING of the herein described Open Space Reserve "B";

THENCE continuing S 02°20'07" E, a distance of 93.78 feet along the common line of said Restricted Reserve "A" and said Lot 5 to a 5/8" iron rod with cap stamped American Luper #4752 (found) in the North line of Unrestricted Reserve "C" in Block 2 of Charterwood, Section 5, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record in Volume 296, Page 78 of said Harris County Map Records marking the Southwest corner of Lot 4 in said Block 1, the Southeast corner of said Restricted Reserve "A" and the Southeast corner of the herein described Open Space Reserve "B", from this point a 1/2" iron rod (found) bears N 06°26'08" W, 1.48 feet;

THENCE S 82°36'07" W, a distance of 129.72 feet along the common line of said Unrestricted reserve "C" and said Restricted Reserve "A" and said Unrestricted Reserve "C" to a 5/8" iron rod with unreadable cap (found) marking the Southwest corner of said Restricted Reserve "A", the Southeast corner of Restricted Reserve "A" in Block 1 of Home Depot Tomball Texas, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record in under Film Code No. 448020 of the Harris County Map Records and the to a 5/8" iron rod with EIC cap (set) marking the Southwest corner of the herein described Open Space Reserve "B";

THENCE N 13°57'47" W, (call N 14°05'37" W), a distance of 324.40 feet along the common line of both Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) marking the Northwest corner of the herein described Open Space Reserve "B";

THENCE N 75°56'50" E, a distance of 73.78 feet to a 5/8" iron rod with EIC cap (set) marking the Northerly-Northeast corner of the herein described Open Space Reserve "B";

THENCE S 14°01'33" E, a distance of 6.03 feet to a 5/8" iron rod with EIC cap (set) marking an interior corner of the herein described Open Space Reserve "B";

THENCE S 75°58'26" W, a distance of 13.14 feet to a 5/8" iron rod with EIC cap (set) marking an interior corner of the herein described Open Space Reserve "B";

THENCE S 02°20'07" E, a distance of 182.93 feet to a 5/8" iron rod with EIC cap (set) marking an interior corner of the herein described Open Space Reserve "B";

THENCE N 87°39'53" E, a distance of 16.00 feet to a 5/8" iron rod with EIC cap (set) marking the beginning of a curve to the right having a radius of 2.50 feet and an interior corner of the herein described Open Space Reserve "B";

THENCE Southeasterly, along said curve to the right through a central angle of 90°00'00", a chord bearing and distance of S 47°20'12" E, 3.54 feet, an arc distance of 3.93 feet to a 5/8" iron rod with EIC cap (set) marking point of tangency and an interior corner of the herein described Open Space Reserve "B";

THENCE S 02°20'07" E, a distance of 27.71 feet to a 5/8" iron rod with EIC cap (set) marking the beginning of a curve to the right having a radius of 25.50 feet and an interior corner of the herein described Open Space Reserve "B";

THENCE Southwesterly, along said curve to the right through a central angle of 46°00'28", a chord bearing and distance of S 20°40'07" W, 19.93 feet, an arc distance of 20.48 feet to a 5/8" iron rod with EIC cap (set) marking a point of reverse curve to the left having a radius of 50.50 and an interior corner of the herein described Open Space Reserve "B";

Thence Southwesterly to Northwesterly, along said curve to the left through a central angle of 294°52'30", a chord bearing and distance of N 76°14'06" E, 54.36 feet, an arc distance of 259.90 feet to a point for corner under debris pile marking a point of tangency;

THENCE N 02°20'07" W, a distance of 1.78 feet to a point for corner under debris pile marking an interior corner of the herein described Open Space Reserve "B";

THENCE N 87°39'53" E, a distance of 70.00 feet to the POINT OF BEGINNING and containing 0.3512 acre, (15,299.10 square feet), of land.

**Tract 20 Open Space Reserve "C"**

All that certain tract or parcel containing 0.0404 acre, (1,759.08 square feet), of land known as Open Space Reserve "C" out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 83°59'05" W, (call S 83°51'15" W), a distance of 278.45 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) marking the Northeast corner and POINT OF BEGINNING of the herein described Open Space Reserve "C";

THENCE S 14°01'33" E, a distance of 18.55 feet to a 5/8" iron rod with EIC cap (set) marking the Southeast corner of the herein described Open Space Reserve "C";

THENCE S 75°56'50" W, a distance of 73.98 feet to a 5/8" iron rod with EIC cap (set) in the West line of said Restricted Reserve "A" and the East line of Restricted Reserve "A" in Block 1 of Home Depot Tomball Texas, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 448020 marking the Southwest corner of the herein described Open Space Reserve "C";

THENCE N 14°02'35" W, (call N 14°12'14" W), a distance of 29.00 feet along the common line of said Restricted Reserve "A" to a 5/8" iron rod (found) in the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" marking the Northwest corner of said Restricted Reserve "A", the Northeast corner of said Restricted Reserve "A" and the Northwest corner of the herein described Open Space Reserve "C";

THENCE N 83°59'05" E, (call N 83°51'15" E), a distance of 74.73 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to the POINT OF BEGINNING and containing 0.0404 acre, (1,759.08 square feet), of land.

**Tract 21 Ingress and Egress Easement**

All that certain tract or parcel containing 2.0555 acre, (89,538.72 square feet), of land for Ingress and Egress out of Restricted Reserve "A" in Block 1 of Lake Road Park, a subdivision in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 674080 of the Harris County Map Records and being more particularly described by metes and bounds as follows:



COMMENCING at a punch mark in concrete (found) in the South right-of-way line of Lake Road, (variable width), marking the Northwest corner of Lot 17 in Block 1 of Charterwood, Section 1, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record Volume 213, Page 71 of said Harris County Map Records and the Northeast corner of said Restricted Reserve "A";

THENCE S 83°59'05" W, a distance of 70.14 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) marking the Northeast corner and POINT OF BEGINNING of the herein described Easement for Ingress and Egress;

THENCE S 02°20'07" E, a distance of 994.28 feet to a point for corner under debris pile marking the beginning of a cul-de-sac to the right having a radius of 50.50 feet;

THENCE Southeasterly to Northwesterly, along said cul-de-sac to the right through a central angle of 294°53'30", a chord bearing and distance of S 76°14'06" W, 54.36 feet, an arc distance of 259.90 feet to a 5/8" iron rod with EIC cap (set) marking the beginning of a reverse curve to the left having a radius of 25.50 feet;

THENCE Northeasterly, along said curve to the left through a central angle of 46°00'28", a chord bearing and distance of N 20°40'07" E, 19.93 feet, an arc distance of 20.48 feet to a 5/8" iron rod with EIC cap (set) marking a point of tangency;

THENCE N 02°20'07" W, a distance of 27.71 feet to a 5/8" iron rod with EIC cap (set) marking the beginning of a curve to the left having a radius of 2.50 feet;

THENCE Northwesterly, along said curve to the left through a central angle of 90°08'36", a chord bearing and distance of N 47°20'12" W, 3.54 feet, an arc distance of 3.93 feet to a 5/8" iron rod with EIC cap (set) marking a point of tangency;

THENCE S 87°39'53" W, a distance of 16.00 feet to a 5/8" iron rod with EIC cap (set) marking an interior corner of the herein described Easement for Ingress and Egress;

THENCE N 02°20'07" W, a distance of 182.93 feet to a 5/8" iron rod with EIC cap (set) marking an interior corner of the herein described Easement for Ingress and Egress;

THENCE N 75°58'26" E, a distance of 13.14 feet to a 5/8" iron rod with EIC cap (set) marking an interior corner of the herein described Easement for Ingress and Egress;

THENCE N 14°01'33" W, a distance of 773.58 feet a 5/8" iron rod with EIC cap (set) in the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" marking the Northwest corner of the herein described Easement for Ingress and Egress;

THENCE N 83°59'05" E, (call N 83°51'15" E), a distance of 45.95 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to a 5/8" iron rod with EIC cap (set) marking an interior corner of the herein described Easement for Ingress and Egress;

THENCE S 14°01'33" E, a distance of 433.43 feet to a 5/8" iron rod with EIC cap (set) marking the beginning of a curve to the left having a radius of 14.50 feet;

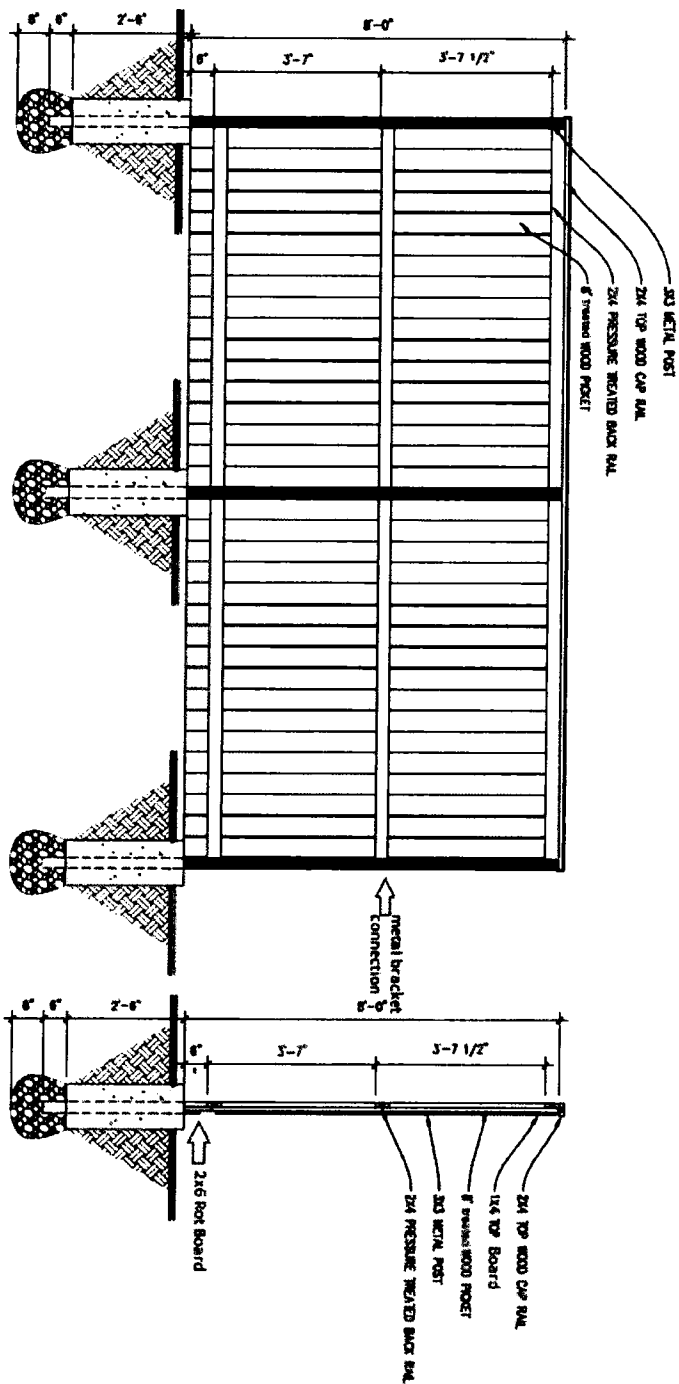
THENCE Southeasterly to Northeasterly, with said curve to the left through a central angle of 168°18'34", a chord bearing and distance of N 81°49'10" E, 28.85 feet, an arc distance of 42.59 feet to a 5/8" iron rod with EIC cap (set) marking a point of tangency;

THENCE N 02°20'07" W, a distance of 428.99 feet to a 5/8" iron rod with EIC cap (set) in the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" marking an interior corner of the herein described Easement for Ingress and Egress;

THENCE N 83°59'05" E, (call N 83°51'15" E), a distance of 45.59 feet along the South right-of-way line of said Lake Road and the North line of said Restricted Reserve "A" to the POINT OF

BEGINNING and containing 2.0555 acre, (89,538.72 square feet), of land.

**EXHIBIT "F"**  
**(Fence Plans)**



RP-2023-148765  
# Pages 52  
04/26/2023 01:43 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$218.00

RECORDERS MEMORANDUM

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

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

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



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2023-148765