

**2024 AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
TRENTON PLACE TOWNHOMES**

WHEREAS this 2024 AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF TRENTON PLACE TOWNHOMES shall be referred to as the “**2024 Declaration**”;

WHEREAS the “Restrictions, Covenants and Conditions of Trenton Place Townhouses” was recorded under File Number D669387 by the County Clerk of Harris County, Texas on August 24, 1972 (the “**Original Declaration**”)

WHEREAS the “Amendment to Declaration of Restrictions, Covenants and Conditions of Trenton Place Townhouses” was recorded under File Number F195458 by the County Clerk of Harris County, Texas on June 28, 1977 (the “**1977 Declaration**”), replacing said original declaration and declaring said original declaration, and any amendments prior to the date of June 28, 1977, null and void and of no force and effect;

WHEREAS in 2019 there was an “Amendment to Amendment to Declaration of Restrictions, Covenants and Conditions of Trenton Place Townhouses (Restriction on Leases)” (the “**Amendment to Declaration/Restrictions on Leases**”) which was adopted amending ARTICLE XII, Section 7 of the 1977 Declaration;

WHEREAS THIS 2024 DECLARATION AMENDS AND RESTATES BOTH THE 1977 DECLARATION AND THE AMENDMENT TO DECLARATION/RESTRICTIONS ON LEASES.

WHEREAS this 2024 Declaration does not Amend or Restate the “2018 Amended and Restated Bylaws of Trenton Place Civic Corporation” which was recorded under file number RP-2018-437255 by the County Clerk of Harris County Texas on September 24, 2018 (the “**2018 Bylaws**”).

WHEREAS Section 209.0041 of the Texas Property Code states that “a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment of the declaration;”

NOW THEREFORE, in consideration of the foregoing premises, and having been approved by 67 percent (or more) of the total votes allocated to be cast as described above, the 1977 Declaration and the Amendment to Declaration/Restrictions on Leases are hereby amended as follows:

- (1) it is hereby declared that (i) the 1977 Declaration and the Amendment to Declaration/Restrictions on Leases shall be amended, restated and replaced in their entirety by the terms and provisions of this 2024 Declaration; (ii) this 2024 Declaration shall be in substitution and replacement of the 1977 Declaration and the Amendment to

Declaration/Restrictions on Leases; (iii) the Property will be held, sold, conveyed, leased, occupied, used, insured, and encumbered with this 2024 Declaration, which will run with the Land, and be binding upon all parties having right, title, or interest in or to such property, their heirs, successors, and assigns and shall inure to the benefit of each Owner; and

- (2) the 1977 Declaration and the Amendment to Declaration/Restrictions on Leases shall be null and void and of no further force and effect, and
- (3) The Association adopts the following 2024 Declaration.

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ARTICLE I.

DEFINITIONS

Section 1. Applicable Law. Applicable Law will mean the statutes and public laws and ordinances that are in effect at the time a provision of the Governing Documents is applied and pertaining to the subject matter of the Governing Document provision.

Section 2. Association. Association will mean, and refer to, Trenton Place Civic Corporation, a Texas Non-Profit Corporation, its successors and assigns.

Section 3. Board of Directors. Board of Directors will mean the Trenton Place Civic Corporation Board of Directors which shall mean the Board of Directors of the Association as more particularly described in the Association's Bylaws.

Section 4. Bylaws. Bylaws or 2018 Bylaws will mean the 2018 Amended and Restated Bylaws of Trenton Place Civic Corporation recorded under Harris County Clerk's File No. RP-2018-437255.

Section 5. Common Area or Common Areas. Common Area or Common Areas will mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 6. Governing Documents. Governing Documents will mean individually or collectively as the case may be this 2024 Declaration, the Plat and Plans, the 2018 Bylaws, and the rules and regulations of the Association, as each may be amended from time to time. An appendix, attachment, exhibit, schedule, or certification accompanying a Governing Document is a part of that Governing Document. The Governing Documents are subject to amendment or modification

from time to time. By acquiring a Lot, you agree to comply with the terms and provisions of the Governing Documents, as amended or modified.

Section 7. Lot. Lot will mean the physical portion of the Property designated for separate ownership, the boundaries of which are shown on the Plat and Plans, as further described in this 2024 Declaration. Lot shall also incorporate the meaning of '***Building Plot***', which is each of the individual tracts of land, into which the Properties, excepting the common area, have been divided for the building of the Townhomes.

Section 8. Owner. Owner, or Owners, will mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties. Mortgagees who acquire title to a Lot through a deed in lieu of foreclosure, or through judicial or non-judicial foreclosure, are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

Section 9. Property. Property, or Properties, will mean and refer to, all the real property, and such additions contained in the plat of Trenton Place Townhomes

recorded in Volume 193, page 116 of the Map Records of Harris County, Texas, which are in the jurisdiction of the Association.

Section 10. Townhome. Townhome, or Townhomes, will mean the residential building structure located on the Lot and Building Plot as defined in this 2024 Amendment.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas, including alleys, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to make, publish and enforce reasonable Rules and Regulations for the use of the Common Area and any facilities situated thereon;
- (b) the right of the Association to suspend the right to use of the facilities owned or operated by the Association by the Owner for any period during which any assessment against the Owner's Lot remains unpaid;

(c) the right of the Association, after written notice, to suspend the right to use of the facilities owned or operated by the Association for any infraction of the Association's published Rules and Regulations, after notice;

(d) the right of the Association to grant or dedicate any part of the Common Area to any public agency, authority or utility for any service to the Properties or any part thereof;

(e) the right of the Association to limit the number of guests of Owners using any portion of the Common Area;

(f) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and mortgage the Common Area. The rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners.

(g) the right of the Association to contract for exclusive services such as trash collection to each Lot; and

(h) the right of the Association to control and/or limit ingress and egress into the Common Areas.

Section 2. Common Area Uses Prohibited. No Owner, member of the Owners family, Owner's tenant or any other person, without the express written permission of the Board of Directors, may use any of the Common Areas, including alleys, to (i) conduct any for-profit business or enterprise; (ii) conduct any not-for-profit business or enterprise; (iii) hold or conduct any meetings.

Section 3. Delegations of Use. Any owner may delegate the Owner's right of enjoyment to the Common Area and facilities to the members of the Owner's family or the Owner's tenants. No such delegation shall work a severance of the rights of enjoyment of the Common Areas and facilities from the ownership of a Lot, and any such delegation by any Owner shall automatically terminate upon conveyance of legal title to such Lot by said Owner.

Section 4. Parking Rights. The use of all parking areas situated in Common Areas shall be subject to the exclusive control and management of the Board of Directors.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Member and Owner Information. Every Member of the Association shall be required on, at least, an annual basis, to provide to the Association, through the Board of Directors, the (i) names or names of the Owner(s); (ii) the physical address of the Owners; (iii) the phone number(s) of the Owners and note if such phone numbers are capable of receiving text messages; and (iv) the current email address(es) of the Owners. Every Member will be responsible for updating the Board of Directors on information changes. If applicable, the Members will also provide, if the Lot is leased to a tenant who is not an Owner; the (i) names or names of the tenant(s); (ii) the Townhome address; (iii) the phone number(s) of the tenants and note if such phone numbers are cell phones capable of receiving text

messages; and (iv) the current email address(es) of the tenants. The Board of Directors may send the Owners a form for the Association's directory information, which the Owner shall be responsible for completing and returning to the Board of Directors.

Section 3. Voting Rights. Owners shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and their vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV.

ASSOCIATION OPERATIONS

Section 1. 2018 Bylaws. The Association, its Board of Directors, elections and administration of the Association is regulated by the 2018 Bylaws, as may be amended. This Article IV is intended to supplement, and not to replace, the 2018 Bylaws. In the event there exists a conflict between any term, condition, or provision contained in the 2024 Declaration and any term, condition, or provision contained in the 2018 Bylaws, the term, condition, or provision contained in the 2024 Declaration shall prevail and govern.

Section 2. Board. Unless the Governing Documents expressly reserve a right, action, or decision to the Owners, or another party, the Board of Directors acts in all instances on behalf of the Association.

Section 3. The Association.

(a) **Generally.** The duties and powers of the Association are those set forth in the Governing Documents, together with the general and implied powers of a nonprofit corporation organized under law. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Owners, subject only to the limitations on the exercise of such powers set forth in the Governing Documents. The Association will continue to exist at least as long as this 2024 Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

(b) **Further Rights.** In addition to and not in limitation of all other rights it may have, the Association, acting through the Board of Directors, shall have the right and authority:

(i) to enter onto Lots, and residences on Lots, for

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maintenance, emergency, security, or safety purposes, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Lot. For the purposes of this subsection, an emergency justifying immediate entry into a Lot shall include, but not be limited to the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a Person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subsection shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Lot shall exist;

- (ii) to make and to enforce the Rules;
- (iii) to enforce the Governing Documents by the imposition of reasonable monetary fines and suspension of use as permitted pursuant to the Chapter 209 of the Texas Property Code;
- (iv) to grant and accept permits, licenses, utility easements, leases, and other easements;
- (v) to acquire, hold, and dispose of tangible and intangible personal property and real property;
- (vi) to approve contractors or subcontractors who have

access to the Association for the purpose of making repairs or improvements to Lots based on decisions promulgated and adopted by the Board of Directors;

- (vii) at the sole expense of the Association, without need for a membership vote, and without the consent of any affected Lot Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust or electrical system serving a particular Lot, provided that after such relocation, the system serving the Lot functions at least as well and at no greater cost to the Lot Owner as existed prior to the relocation;
- (viii) to close permanently or temporarily any portion of the Common Areas, with thirty (30) days prior notice to all Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three days after the closing explaining the reason for the closing;
- (ix) to enter into joint agreements and contracts with any Owner, other associations or any third party for the provision of services, including, without limitation, management maintenance, property monitoring services, and trash removal services; and
- (x) to control, manage, operate, maintain, improve and replace the Common Areas.

Section 4. Name. The Association name is “Trenton Place Civic Corporation.”

Section 5. Governance. The Board of Directors will consist of 7 persons who are Owners. The Board of Directors will be comprised of 4 officers (President,

Vice President, Treasurer and Secretary) and 3 committee chairs (Architecture, Landscaping and Hospitality). Vacancies are addressed in the 2018 Bylaws; however, a member of the Board of Directors may notify the remaining Board of Directors that the member plans to be absent from the Board of Directors for a specified period of time. In the case of such absence, as opposed to vacancy, the President, or the Vice President, may temporarily fill that position on the Board of Directors, or create a committee as provided in the 2018 Bylaws to handle the temporary absence.

Section 6. Manager. The Board of Directors may delegate the performance of certain functions to one or more professional managers or managing agents for the benefit of the Association. Notwithstanding any delegation of its functions, the Board of Directors is ultimately responsible to the Owners for governance of the Association.

Section 7. Books and Records. The Association will maintain copies of the Governing Documents. Books and records of the Association will be made

available for inspection and copying pursuant to the requirements of the Texas Property Code, as may be amended.

Section 8. Use of Technology. The Association and Board of Directors may provide or offer services which make use of computers or other technological services. For example, to the extent permitted by applicable law, the Association may send required notices by electronic means; hold Board of Directors or Association meetings and permit attendance and voting by electronic means; and collect assessments and other fees over the computer; maintain an online presence, newsletter and/or bulletin board; and provide funding for any of the above purposes.

Section 9. Indemnification. The Association indemnifies every one of the Board of Directors, committee members, and Association volunteers (collectively “Volunteers”) against expenses, including attorney’s fees, reasonably incurred by or imposed on the Volunteer in connection with any threatened or pending action, suit, or proceeding to which the Volunteer is a party or respondent by reason of being or having been a Director. A Volunteer is not liable for a mistake of judgment. A Volunteer is liable for such Director’s own personal willful misfeasance, willful malfeasance, intentional misconduct, or intentional bad faith. This right to indemnification does not exclude any other rights to which present or former

Volunteer may be entitled. As a Common Expense, the Association may maintain general liability and directors' and officers' liability insurance to fund this obligation.

Section 10. Obligations of Owners. Without limiting the obligations of Owners under the Governing Documents each Owner has the following obligations:

(a) **Information.** Within thirty (30) days after acquiring an interest in a Lot, within thirty (30) days after the Owner has notice of a change in any information required by this Subsection, and on request by the Association from time to time, an Owner will provide the Association with the following information: (i) The Owner's address; (ii) the Owner's phone number and email, if available; (iii) the name and phone number of any Occupant other than the Owner; and (iv) the name, address, and phone number of Owner's managing agent, if any.

(b) **Pay Assessments and Charges.** Each Owner will pay Assessments properly levied by the Association against the Owner or

such Owner's Lot and will pay such Assessments and charges when due without demand.

(c) **Compliance with Governing Documents.** Each Owner will comply with the Governing Documents as amended from time to time.

(d) **Liability For Violations.** Each Owner is liable to the Association for violations of the Governing Documents by the Owner, an Occupant of the Owner's Lot, or the Owner or Occupant's family, guests, employees, agents, tenants, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees, whether or not suit is filed.

ARTICLE V.

ENFORCING THE GOVERNING DOCUMENTS

Section 1. Compliance. All Owners are required to comply and follow all restrictions, rules and regulations contained in the 2024 Declaration, other Association Governing Documents and Texas law, as may be amended from time to time.

Section 2. Remedies. The remedies provided in this Article for breach of the Governing Documents are cumulative and not exclusive. In addition to other

rights and remedies provided by the Governing Documents and by applicable law, the Association has the following rights to enforce the Governing Documents;

(a) **Legal Action.** The Association, through its Board of Directors, may authorize and take legal action for any violation of the Governing Documents.

(b) **Fine.** The Association may levy reasonable charges, as an individual assessment, against an Owner and the Owner's Lot if the Owner or Occupant, or the Owner or Occupant's family, guests, employees, tenants, agents, or contractors violate a provision of the Governing Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Governing Documents. The Board of Directors is authorized to adopt and record a Fine Policy and/or Fine Enforcement Policy.

(c) **Suspension.** The Association may suspend the right of Owners and Occupants to use Common Areas (provided that the rights of ingress and egress are not impaired) for any period during which the Owner or Occupant, or the Owner or Occupant's family, guests,

employees, tenants, agents, or contractors violate the Governing Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Governing Documents.

(d) **Suit.** Failure to comply with the Governing Documents will be grounds for an action to recover damages, legal fees and costs, and for injunctive relief to cause any such violation to be remedied.

Section 3. Board of Directors Discretion. The Board of Directors may use its sole and absolute discretion in determining whether to pursue a violation of the Governing Documents, provided the Board of Directors does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board of Directors may determine that under the particular circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with applicable law; (iii) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's

resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

Section 4. No Waiver. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Governing Documents. Failure by the Association or by any Owner to enforce a provision of the Governing Documents is not a waiver of the right to do so thereafter.

Section 5. Recovery of Costs. The costs of curing or abating a violation are the expense of the Owner or other Person responsible for the violation. All legal assistance is obtained to enforce any provision of the Governing Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Governing Documents or the restraint of violations of the Governing Documents, the Association is entitled to recover all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

ARTICLE VI.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be

so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) regular annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) fines assessed. The regular, special and individual assessments, together with such fines, interest and costs of collection associated therewith and allowable hereunder or by applicable law, shall be a charge on the Lots and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation of the then existing Owner to pay such assessments, however, shall remain the Owner's personal obligation and shall not pass to Owner's successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale, conveyance, or assignment of a Lot or any improvements thereon and shall continue in full force and effect.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties; the improvement, operation, administration, management, preservation and maintenance of the Common Area

and any part thereof; the payment of all expenses and obligations lawfully incurred by the Association in connection with the Common Area or services for all Lots, including, but not limited to:

- (a) Maintenance, repair, and replacement as necessary, of the Common Areas and elements, and improvements. equipment, signage, and property owned by the Association.
- (b) Maintenance examinations and reports.
- (c) Utilities billed to the Association.
- (d) All premiums for insurance obtained by the Association.
- (e) All deductibles attributable to insurance obtained by the Association unless levied as an individual assessment.
- (f) Services obtained by the Association and available to or provided to all Lots.
- (g) Taxes on property owned by the Association and the Association's income taxes.
- (h) Management legal, accounting, auditing, and professional fees for services to the Association.

- (i) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.
- (j) Contributions to the reserves.
- (k) Any other expense which the Association is required by applicable law or the Governing Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Association or for enforcement of the Governing Documents.

Section 3. Regular Annual Assessment. On or before the notice of the annual Association meeting is sent to Owners, the Board of Directors will prepare and approve regular annual assessments based on the anticipated expenses for the following year, or years, including a reasonable amount of reserve funds.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures

and personal property related thereto, or for the same purposes as the regular annual assessments. Special assessments will be apportioned among the Lots in the same manner as regular annual assessments.

Section 5. Reserve Fund. The Association may establish an adequate reserve fund for the repair or replacement of the Common Area and fund the reserve fund by regular assessments rather than by special assessments.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed by the Board of Directors at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates.
The annual assessments provided for herein shall commence as to all Lots on the date (which shall be the first day of a month) fixed by the Board of Directors to be the date of commencement. Written notice of the annual assessment shall be sent to every Owner, but failure to send and/or receive notice does not affect an Owner's obligation to submit payment. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish

a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each Owner is liable for all costs and reasonable attorney's fees in connection with the collections of all amounts due to the Association. Each such Owner, by the Owner's acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the lien by all methods available for the enforcement of such liens including non-judicial foreclosure, if available at law, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this 2024 Declaration shall be in favor of the Association and shall be for the benefit of all Lot owners. No Owner may waive, or otherwise escape

liability for, the assessments by non-use of the Common Area or abandonment of the Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien.

Section 10. Insurance.

(a) The Board of Directors shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the Common Areas and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and the insurance may include coverage against vandalism.

(b) The Board of Directors shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the

Association, its Board of Directors, agents, attorneys and employees, and each Owner, from and against liability in connection with the Common Areas.

(c) Each Owner shall be responsible at the Owner's own expense and cost for obtaining the Owner's own personal insurance of the building and contents of the Owner's own residence, garage parking and the Owner's additions and improvements, including furnishings and personal property therein, and the Owner's personal property stored elsewhere on the Properties; and for the Owner's personal liability not covered by liability insurance for all Owners obtained as a part of the common expense. Each owner shall be responsible for providing the Board of Directors with a copy of the Owner's insurance declaration page evidencing the required insurance coverage.

(d) However, in the event that an Owner is not able to supply proof of adequate coverage to the Board of Directors' complete satisfaction, the Board of Directors, or its duly authorized agent, shall have the authority to and shall at its sole and absolute discretion obtain insurance for such Owner's Townhome against loss or damage by fire or other

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hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard. All such insurance coverage shall be written in the name of the Association as Trustee for the Townhome Owner. Premiums for insurance obtained by the Board of Directors on individual Townhomes shall not be part of the common expense but shall be an expense of the specific Townhome or Townhomes so covered and a debt owed by the Owner and shall be collectible by any lawful procedure permitted by the laws of the State of Texas. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically be added to the assessment lien upon such Owner's Lot and Townhome. This lien shall be subordinate to the lien of any purchase money and/or improvement mortgages and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors may, upon receipt of the insurance proceeds, contract to

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rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners of the damaged Townhomes in such proportions as the Board of Directors deems fair and equitable in the light of the damage sustained by such Townhomes to make up any deficiency, except that the special assessment shall be levied against all Townhome Owners. In the event

that such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and Owners of the damaged Townhomes in such proportions as the Board of Directors deems fair and equitable in the light of the damage sustained by such Townhomes. In the event of damage or destruction by fire or other casualty to any Townhome, garage, storage area or other property covered by insurance written in the name of an individual owner, said Owner shall, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the garage, storage area and exterior of the Townhome in a good workmanlike manner in conformance with the original plans and specifications for that Townhome. In the event such owner refuses or fails to begin repairing and rebuilding any and all such damage to the exterior of the Townhome, garage, and storage area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such Townhome and garage and storage area in a good and workmanlike manner in conformance with their original plans and

specifications. The Owner shall then repay the Association in the amount actually expended for such repairs, and the cost to the Association shall be added to the assessment lien securing the payment of same identical to that provided above in this Section securing the payment of assessments and insurance premiums; and subject to foreclosure as also provided above.

(e) All costs, charges and premiums for all insurance that the Board of Directors authorizes, except on the individual Townhomes, shall be a common expense of all Owners and be a part of the maintenance assessment.

Section 11. Taxes. Each Owner shall directly pay all taxes levied or assessed against or upon the Owner's Lot and improvements and property thereon. The Association shall pay all taxes levied or assessed against, or upon, the Common Area and the improvements and property associated with the Common Area.

Section 12. Utility Bills. Each Owner shall pay directly to the utility company for electricity, water, gas, sewage disposal and any other utilities utilized

by the Owner. The Association shall not be responsible for any utilities, except for those used in connection with the use and maintenance of the Common Areas.

ARTICLE VII.

ARCHITECTURAL CONTROL

Section 1. Architectural Review Authority: Formation. The Board of Directors may create a committee, pursuant to §209.00505 of the Texas Property Code which governs a Townhome Association, which will be named the ‘Trenton Place Architectural Review Authority’ (“ARA”).

a. The ARA will be the governing authority for the review and approval of improvements within the Association. “Improvements” shall include but is not limited to a building, structure, fixture, or fence erected on or affixed to land.

b. The Association’s ARA shall consist of at least three (3) and not more than five (5) Owners to be elected by the Board of Directors at the annual meeting to serve a term of two (2) years. The ARA may not include (1) a current board member; (2) a current board member’s spouse; or (3) a person residing in a current board member’s household, except as provided below in this Section. The members of the ARA shall serve at the discretion of the Board of Directors and may be

removed and replaced at the sole and absolute discretion of the Board of Directors, from time to time.

c. Not later than 10 days before the date of the Association's annual meeting, the Association may provide notice to the Owners soliciting persons interested in serving on the ARA.

d. The notice required under Subsection (c) may be provided (i) by mail to each owner; or (ii) by posting the notice in a conspicuous manner reasonably designed to provide notice to association Members on the Association's Internet website and by sending the notice by e-mail to each owner who has registered an e-mail address with the Association. The notice will contain instructions for an Owner to notify the Association of the person's interest in serving on the ARA, including the date by which the Owner's notification must be received by the association. The date established by an Association by which notification of a person's interest in serving on the ARA must be received by the Association may not be a date earlier than the 10th day after the date the association provides the notice.

e. The Board of Directors, by majority vote, will elect the ARA from those persons who have provided interest in serving on the ARA.

f. If a vacancy remains on the ARA after each person eligible under Subsection (c) who timely notifies the Association is appointed or elected to the ARA, the Board of Directors may appoint any Owner to fill the vacancy.

Section 2. Architectural Review Authority: Operation. Each Owner may apply or request the ARA to approve the construction of exterior improvements to the Owner's Townhome. The application or request should be delivered to the President and the Architecture Committee Chair of the Board of Directors. Within 30 days of receipt of the application or request, the ARA, by majority vote, may approve or deny the application or request.

(a) Written notice of the approval or denial must be provided to the owner by hand delivery or email. A denial notice must:

- (i) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition for approval; and
- (ii) inform the Owner that the Owner may appeal the decision to the Board of Directors on or before the 30th day after the date the notice was delivered to the Owner.
- (iii) In the event the ARA fails to approve or disapprove such application or request within thirty (30) days after delivery to the President and Architecture Committee Chair, approval will not be required, and this Article will be deemed to have been fully complied with.

(b) An Owner may appeal an ARA denial to the Board of Directors for a final decision. The Board of Directors shall hold a hearing not later than 30 days after the date the Board of Directors receives the Owner's request for appeal. The Board of Directors shall notify the Owner of the date, time, and place of the hearing, not later than 10 days before the date of the hearing. Only one hearing is required.

(d) During an appeal hearing, the Board of Directors, or the designated representative of the Board of Directors, and the Owner, or the Owner's designated representative, will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's application, request for the construction of improvements, and the changes, if any, requested by the ARA in the notice provided to the Owner.

(e) The Board of Directors or the Owner may request a postponement of the appeal hearing. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

(f) The Board of Directors or the Owner may make an audio recording of the meeting.

(g) The Board of Directors may affirm, modify, or reverse, in whole or in part, any decision of the ARA as consistent with the 2024 Declaration.

Section 3. Architectural Control Guidance. No building, fence, wall or other exterior improvement shall be commenced, erected or maintained upon the Properties, until the plans and specifications showing the nature, kind, shape, heights, materials, color and location of the same shall have been submitted to, and approved in writing by, the ARA or the Board of Directors, if appealed, of the Association who will consider the request in light of the harmony to the external design of the Townhomes, and the location in relation to surrounding structures and topography. Further, no change, or alteration to the exterior roof, garage or exterior nature, kind, shape, height, material or color of any improvement on a Lot shall be commenced, erected or maintained upon the Properties until the plans and specifications shall have been submitted to, and approved in writing by, the ARA or the Board of Directors, if appealed.

ARTICLE VIII.

MAINTENANCE AND REPAIRS

Section 1. Definition. In addition to maintenance upon the Common Area, the Association shall provide certain exterior maintenance upon each Lot as set forth

in the Maintenance Chart in the next section. Unless otherwise specifically required in this 2024 Declaration, the organization and timing of any such work will be at the discretion of the ARA.

Section 2. Owner's Maintenance. The Owner shall maintain the interior and exterior of their Lot and Townhome, except those matters specifically identified as the Association's responsibility. The following Maintenance Chart lists those for the Association to maintain, and all remaining matters, which are also listed in the following Maintenance Chart, are the Owner's responsibility.

<i>MAINTENANCE CHART</i>		
<i>ITEM OR MATTER</i>	<i>ASSOCIATION TO MAINTAIN</i>	<i>OWNER RESPONSIBILITY</i>
<i>Foundation</i>		Repair and maintenance of the foundation of the Lot.
<i>Roofs</i>		Replacement, repair and maintenance of roofs.
<i>Exterior of Townhome, Gutters, Downspouts, and Power Washing</i>	Cosmetic repair to the exterior of the townhome, including Hardie® plank, brick and stucco, but excluding gutters and downspouts (but not including cosmetic repairs in the event of fire or other casualty loss covered by insurance on the Townhome). The organization and timing of such repair or	Replacement, repair and maintenance of gutters and downspouts, doors and windows. Power washing the sidewalks and exterior walls.

<i>MAINTENANCE CHART</i>		
<i>ITEM OR MATTER</i>	<i>ASSOCIATION TO MAINTAIN</i>	<i>OWNER RESPONSIBILITY</i>
	maintenance will be at the discretion of the Board of Directors.	
<i>Painting</i>	Painting of the exterior of the Townhome which is visible from the property line of the Townhome. The organization and timing of such painting will be at the discretion of the Board of Directors.	Painting of the exterior of the Townhome which is not visible from the property line of the Townhome. Owners are responsible for the painting the interior patios and atriums on an Owner's property.
<i>Mold</i>	Repair and maintenance of any mold visible on the exterior surface of the Townhome, but not any mold or other problem within or behind the surface of the exterior.	Repair and maintenance of any mold issues on the interior of the Townhome and causing visible mold on the exterior of the Townhome.
<i>Fences</i>	Cosmetic repair and replacement of fences which are on common areas.	Repair and replacement of fences which are on an Owner's property.
<i>Yards and Landscaping</i>	Mowing and trimming of grass, shrubs and other exterior, natural, landscaping improvements in the yard of the Lot. The Association, through the Board of Directors, may ask an Owner to trim trees on an Owner's property when such tree limbs are actually touching	Planting and replacement of shrubs, grass, and any landscaping installed by the Owner. Maintenance, planting and replacement of other exterior unnatural improvements. Owners are responsible for all landscaping in patios and atriums as well as

<i>MAINTENANCE CHART</i>		
<i>ITEM OR MATTER</i>	<i>ASSOCIATION TO MAINTAIN</i>	<i>OWNER RESPONSIBILITY</i>
	the Townhome's exterior building or are otherwise a hazard to a neighboring property, or the Association may undertake the trimming. Furthermore, the Association, through the Board of Directors, may ask an Owner to replace, repair or maintain brick or landscaping borders and edging to protect the sidewalks, or are otherwise a hazard to a neighboring property, or the Association may undertake to replace, repair or maintain the brick or landscaping borders and edging. The organization and timing of such repair or maintenance will be at the discretion of the Board of Directors.	the repair and replacement of patios and atriums on an Owner's property.
<i>Trees</i>	Trimming of trees less than 10 feet in height away from Townhomes and powerlines. Trimming of all trees in the Common Areas.	Trimming of trees more than 10 feet in height away from Townhomes and powerlines.
<i>Sidewalks</i>	Replacement, repair and maintenance of sidewalks and	Power washing the sidewalks and walkways.

<i>MAINTENANCE CHART</i>		
<i>ITEM OR MATTER</i>	<i>ASSOCIATION TO MAINTAIN</i>	<i>OWNER RESPONSIBILITY</i>
	walkways leading from a Townhome to the exterior perimeter sidewalks maintained by the City of Bellaire.	
<i>Driveways and Alleys</i>	Replacement, repair and maintenance of alleys in Common Areas and between Townhomes that are not maintained by the City of Bellaire, excluding the aprons which extend from the garage to the alleys.	Replacement, repair and maintenance of driveways and driveway aprons which are designed for a specific Townhome only to the exterior sidewalks or streets maintained by the City of Bellaire or the Common Areas maintained by the Association.
<i>Air Conditioning</i>		Replacement, repair and maintenance of air conditioning equipment including compressors and condensers as well as pipes and electrical lines connecting the air conditioning system to the residence.
<i>Enclosed Patio Areas</i>		Replacement, repair and maintenance of enclosed patio areas.
<i>Windows and Doors (including</i>		Replacement, repair and maintenance of windows and doors, including garage doors, and the fixtures and hardware

<i>MAINTENANCE CHART</i>		
<i>ITEM OR MATTER</i>	<i>ASSOCIATION TO MAINTAIN</i>	<i>OWNER RESPONSIBILITY</i>
<i>Garage Doors)</i>		associated with the windows and doors.
<i>Exterior Lights</i>	Replacement, repair and maintenance of exterior lighting fixtures in all Common Areas and/or operated from a residence that the Association has specifically agreed in writing to maintain.	Replacement, repair and maintenance of exterior lighting fixtures owned and operated from a residence.
<i>Utility Meters</i>		Replacement, repair and maintenance of utility company meters.
<i>Circuit Breakers and Electrical</i>		Replacement, repair and maintenance of circuit breakers and switch panels and electric power service conductors from the exterior of the building to the point of connecting to the electric utility companies' junction box or transformers
<i>Utility Lines</i>	Replacement, repair and maintenance of lines, pipes, wires or conduits running to a Townhome which serve more than one Townhome which are not maintained by a utility company. Furthermore, such lines, pipes, wires or conduits	Replacement, repair and maintenance of sewer, gas and electric power service lines, sanitary sewer line connecting the Townhome to the sanitary sewer collection system and any portion of water, natural gas and or telephone service

<i>MAINTENANCE CHART</i>		
<i>ITEM OR MATTER</i>	<i>ASSOCIATION TO MAINTAIN</i>	<i>OWNER RESPONSIBILITY</i>
	shall not be disturbed or relocated by an Owner without the written authorization, consent and approval of the Association.	lines located on the Lot but not maintained by the water, gas and or telephone companies.
Insects and Rodents	The Association reserves the right to engage professionals or purchase products to exterminate, treat, fumigate and/or maintain insects and rodents on the exterior of the Townhomes and in the Common Area.	Extermination, treatment, fumigation, and maintenance of insects and rodents both inside and outside of the Townhome.

Section 3. Need to Repair. To the extent there is the need to repair or replace any interior or exterior Townhome item or matter that is not reasonably addressed in the Maintenance Chart above, the Board of Directors will determine at its sole and absolute discretion whether the Association or the Owner is responsible to repair or replace the matter not specifically addressed in the chart above, by a majority vote of the then current Board of Directors. The Board of Directors will advise the Owner of the Board of Directors' determination in writing. The decision of the Board of Directors shall be binding.

Section 4. Impairment of Property. An Owner shall not do any work, or any act, which will impair the structural soundness or integrity of another Townhome or impair any easement or hereditament, nor do any act, or allow any condition to exist, which will adversely affect the other Townhomes or their Owners.

Section 5. Neglect of Owner. If an Owners' required maintenance or repair is not done due to the neglect, willful or negligent act of the Owner, the Owner's family or guests, invitees, or tenants, after notice from the Board of Directors and after 45 days to cure, the Board of Directors, acting for the Association, reserves the right, but not the obligation, to undertake the Owner's required repair or maintenance item. The cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. The organization and timing of such repair or maintenance will be at the discretion of the Board of Directors.

Section 6. Authority of Association. In the event an Owner is responsible for certain exterior maintenance as set forth in the Governing Documents of the Association and such Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and contractors, to enter said Lot and to repair,

maintain and restore the Lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Further, if the Board of Directors advises an Owner in writing of the Board of Directors' determination that the Owner needs to undertake the replacement, repair or maintain some item or matter listed in the chart in section 2 above, and if the Owner does not start and complete the work, then, if the Association undertakes the work, the cost of such work shall be added to and become part of the assessment to which such Lot is subject. The Association may also bring legal action against the Owner to enforce the Owner's maintenance obligations and violation of the Governing Documents.

Section 7. Security. THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES ON THE PROPERTY DESIGNED, EITHER DIRECTLY OR INDIRECTLY, TO IMPROVE SAFETY IN OR ON THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND AGREES, FOR HIMSELF AND HIS GUESTS, THAT THE ASSOCIATION, AND ITS BOARD OF DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES ARE NOT PROVIDERS, INSURERS, OR GUARANTORS OF SECURITY ON THE

PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND ACCEPTS AS SUCH OWNER'S OR OCCUPANT'S SOLE RESPONSIBILITY TO PROVIDE SECURITY FOR SUCH OWNERS AND OCCUPANTS AND THEIR PROPERTY, AND ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO SAME. EACH OWNER AND OCCUPANT FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, AND ITS BOARD OF DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE OWNER OR OCCUPANT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE, BURGLARY, AND/OR INTRUSION SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN ON THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, AND ITS BOARD OF DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE

BY REASON OF ANY FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

Section 8. Injury to Person or Property. NEITHER THE ASSOCIATION, NOR ITS BOARD OF DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES HAVE A DUTY OR OBLIGATION TO ANY OWNER, OCCUPANT OR THEIR GUESTS: (i) TO SUPERVISE MINOR CHILDREN OR ANY OTHER PERSON; (ii) TO FENCE OR OTHERWISE ENCLOSE ANY COMMON AREA EXCEPT AS MAY BE PROVIDED BY LAW; OR (iii) TO PROVIDE SECURITY OR PROTECTION TO ANY OWNER, OCCUPANT, OR THEIR GUESTS, EMPLOYEES, CONTRACTORS, AND INVITEES FROM HARM OR LOSS. BY ACCEPTING TITLE TO A LOT, EACH OWNER AGREES THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE REASONABLE AND CONSTITUTE THE EXERCISE OF ORDINARY CARE BY THE ASSOCIATION. EACH OWNER AGREES TO INDEMNIFY, AND HOLD HARMLESS, THE ASSOCIATION AND ITS BOARD OF DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES FROM ANY CLAIM OF DAMAGES, TO PERSON OR PROPERTY ARISING OUT OF AN ACCIDENT OR INJURY IN OR AROUND

THE ASSOCIATION TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SUCH OWNER, THE OWNER'S TENANT(S), THE OWNERS GUEST(S), EMPLOYEE(S), THE OWNER'S CONTRACTORS OR INVITEES OR THIRD PARTIES HAVING NO BUSINESS OR CONTRACTUAL RELATIONSHIP WITH THE ASSOCIATION.

ARTICLE IX.

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply. If a wall which is intended as a party wall is situated entirely or partly on one Townhome Lot instead of on the dividing line between Townhome Lots due to error in construction, such wall shall nevertheless be deemed to be on the dividing line and shall constitute a party wall for the purposes of this Article. Reciprocal easements shall exist upon and in favor of the adjoining Townhome Lots for the maintenance, repair and reconstruction of party walls.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. If the neighboring Owner(s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by the Owner's negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor(s) in title.

Section 6. Arbitration. In the event of any dispute arising concerning a

party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to choose an arbitrator within ten (10) days after written request therefore, the Board of Directors shall select an arbitrator for the refusing party.

ARTICLE X.

CONSOLIDATION OF TOWNHOMES

Section 1. Consolidation of Townhome. A Townhome may be consolidated with an adjoining Townhome to constitute a single Lot on which a residence may be constructed, if the City of Bellaire grants approval and, thereafter, provided that the Board of Directors also grants approval. Such new, consolidated Townhome shall be required to pay the assessment that was attributable to each separate original Lot. The Owner of such a consolidated Townhome shall be entitled to one vote for each separate Lot in connection with any Association business.

ARTICLE XI.

USE RESTRICTIONS

The Lots and the Common Area shall be occupied and used as follows:

Section 1. Residential Use. No Owner shall occupy or use the Owner's Lot or residence thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the Owner, the Owner's family, guests or tenants. No Lot shall be used or occupied for any business, commercial, trade or professional purposes either apart from or in connection with the use thereof as a residence, and all property shall be subject to and governed by the Association Governing Documents and ordinances of the City of Bellaire pertaining to such property.

Section 2. Obstruction of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior, written consent of the Board of Directors.

Section 3. Access to Common Area. The Association maintains the right to control and/or limit ingress and egress into the Common Areas.

Section 4. Leases. As used herein, the term "lease" or "leases" shall refer to any agreement, including a license, between an Owner, or tenant, and any other non-owner person or entity that includes the payment or receipt of consideration to the Owner, or tenant, in exchange for the use by the non-owner person or entity of all or a portion of a Townhome for any period, or term, of time. Any such lease or

leases shall be for single family use only. Any lease of any Townhome must: (i) be in writing, (ii) be for an original term of not less than six (6) months, and (iii) provide that such lease is specifically subject in all respects to the provisions of the 2024 Declaration, Articles of Incorporation and/or By-Laws of the Association, and any other Association rules, regulations or Governing Documents, and that any failure by the lessee to comply with the terms and conditions of such Governing Documents shall be a default under such lease. Owners and lessees shall comply with any regulations and requirements of the City of Bellaire, including completion of a certification of occupancy, if required, and provide the Board of Directors with a copy of such documents provided to the City of Bellaire. Owners will be liable for the acts, omissions and violations of the Owner's tenants and lessees.

Section 5. Insurance. Nothing shall be done or kept in the Common Area, which will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of Common Area, or which would be in violation of any law.

Section 6. Nuisances. No noxious or offensive activity shall be carried on in any Lot, or the Common Area, nor shall anything be done thereon which may be

or may become an annoyance or nuisance to the other Owners. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the Common Area. No vehicle shall be parked in alleys of the Association so as to obstruct ingress and egress by the Owners of Lots, their families, guests, invitees and tenants except for the reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. For a period not to exceed forty-eight (48) hours, family, guests and invitees of Owners of Lots may park their vehicles in the guest parking areas. Guest parking areas are not intended for use by the Owners of Lots or tenants for parking or storing boats, trailers, camping units, buses or any personal vehicles. The Board of Directors may ensure the proper use of said areas in such legal manner as it deems necessary.

Section 7. Temporary Structures. No structures of a temporary character, trailer, RV, basement, tent, shack, barn, accessory apartment or dwelling unit (ADU), or other outbuildings shall be used in any Building Plot or Lot at any time as a residence either temporarily or permanently.

Decorations. Owners may decorate their yards and residences in support of national, state or local holidays, or a religious holiday, from up to 40 days

before the holiday to up to twenty (20) days after the holiday. American and Texas flags, no larger than three (3) feet by five (5) feet, are permitted in Owners' residences or yards, provided that the flags are displayed appropriately and kept in good condition (that is, not frayed, torn, faded, stained or cut) as provided for in the next section.

Section 8. Flags. Pursuant to the TEXAS PROPERTY CODE §202.012, as may be amended, an Owner may display the flag of the United States of America; the flag of the State of Texas and/or an official or replica flag of any branch of the United States armed forces on their Lot only. However, the Association requires that:

(a) the flag of the United States be displayed in accordance with 4 U.S.C. Sections 5-10;

(b) the flag of the State of Texas be displayed in accordance with Chapter 3100, TEXAS GOVERNMENT CODE;

(c) a flagpole wall mounted to a dwelling, or a freestanding flagpole, be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(d) the display of a flag, or the location and construction of the supporting flagpole, to comply with applicable zoning ordinances, easements, and setbacks of record;

(e) a displayed flag and the flagpole on which it is flown be maintained in good condition and that any deteriorated flag or deteriorated or structurally unsafe flagpole be repaired, replaced, or removed;

(f) each Lot shall be permitted only one flagpole or wall mount bracket flagpole per property;

(g) such flags shall be no larger than three (3) feet by five (5) feet;

(h) no direct light used to illuminate a displayed flag shall aim at a neighboring Lot; and

(i) any noise caused by an external halyard of a flagpole shall be abated.

If the issue of the appropriateness of any flag display is raised by an Owner or the Board of Directors, the Board of Directors will determine at its sole and absolute the appropriateness of the flag display. The decision of the Board of Directors will be final, and the Owners agree to abide by the Board of Directors' decision.

Section 9. Political Signs. Pursuant to the TEXAS ELECTION CODE §259.002, as may be amended, Owners may display on their Lot only one to three signs advertising a candidate or measure for an election from on or after the 90th day before the date of the election to which the sign relates up to the 10th day after that election date. However, the Association requires that:

- (a) Any sign must be ground-mounted;
- (b) An Owner may only display one sign for each candidate or measure;
- (c) Any sign may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
- (d) Any sign may not be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
- (e) Any sign may not include the painting of architectural surfaces;
- (f) Any sign may not threaten the public health or safety;
- (g) Any sign may not be larger than permitting by law;

(h) Any sign may not violate a law;

(i) Any sign may not contain language, graphics, or any display that would be offensive to the ordinary person; and

(j) Any sign may not be accompanied by music or other sounds, or by streamers, or is otherwise distracting to motorists.

The Association may remove a sign displayed in violation of this Section.

Section 10. Other, Non-Political Signs. No signs or placards of any kind shall be displayed in the lawn or yard of any Lot, except as follows: subject to the following rules and restrictions. No more than three (3) aggregate signs may be placed in the Owner's yard for up to thirty (30) days. Such signs may include (a) advertising the merits of the property for sale or rent; (b) supporting for an educational institution, a church or religious function, police or fire fighters group, sports team, or other social, non-political issue. The restrictions on signage are as follows: (a) No signs of any nature may be placed in common areas; (b) No handwritten posters and signs with flashing lights or noise (c) No signs that are potentially dangerous or that are posted in an unsafe location; (d) No signs or billboards on a roof; (e) No signs with offensive language or explicit imagery will be permitted. An Owner may petition the Board of Directors in writing for a

variance on the above rules and restrictions. If the issue of the appropriateness of any sign, or signs, is raised by an Owner or the Board of Directors, the Board of Directors will determine at its sole and absolute the appropriateness of the sign display. The decision of the Board of Directors will be final, and the Owners agree to abide by the Board of Directors' decision.

Section 11. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 12. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Lot, except for dogs and cats, in compliance with The City of Bellaire regulations (Sec 6-36 *et seq.*, CODE OF ORDINANCES (as may be amended)). Any such dogs or cats may be kept – provided that they shall not become a nuisance and are not kept, bred or maintained for any commercial purposes.

Section 13. Garbage and Refuse Disposal. No Lot shall be used or maintained as dumping ground for rubbish. All Owners and Tenants shall abide by the garbage disposal and collection guidelines as put forth by the Association, the

Board of Directors and the City of Bellaire. The Association reserves the right to determine the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractor(s).

Section 14. Sewage and Water. No sewage treatment system nor water well shall be permitted on any Lot.

Section 15. Use of Common Area. Except in enclosed areas on a Lot, no planting or gardening shall be done, and no fences, hedges or walls shall be erected, altered, or maintained upon the Properties, in or next to Common Areas, except such as are installed in accordance with the initial construction of the Lot, or as approved by the Board of Directors. Except for the right of ingress and egress and the right and easement of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of the Properties outside the interior property lines of each Lot, except as may be allowed by the Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of the Properties, and is necessary for the protection of said Owners. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Areas, and the exteriors and roofs of the

residences, including but not limited to, parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representatives.

Section 16. Annoyance. No activity shall be carried on upon any Lot or the Common Area which might reasonably be considered as giving annoyance or nuisance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Lots in the Property as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. The Board of Directors shall have the sole and absolute discretion to determine what constitutes an annoyance.

ARTICLE XII.

EASEMENTS

Section 1. Construction. Each Lot and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing two (2) or more residences is partially or totally destroyed, and then rebuilt, the Owners so affected agree that minor encroachments of parts of the adjacent residential units or Common Areas due to construction shall be

permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Utility, Emergency and Association Easements. There is hereby created a blanket and perpetual easement upon, across, over, under and above all of the Properties for ingress, egress, installations, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system, if any such system is installed. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the residence or Common Area provided for herein. Notwithstanding

anything to the contrary contained in the paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as initially programmed and approved by the Developer or as may thereafter be approved by the Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Section 3. Use of Easements. Easements for underground utility services may be crossed by driveways and walkways provided by the Association. The Board of Directors is authorized to make arrangements with the utilities furnishing service to grant easements for underground services. Such easements for underground services shall be kept clear of all other improvements, including building, patios, or other paving, other than crossing walkways or driveways, and neither the Association, the Board of Directors nor any utility Company using the easements shall be liable for any damage done by either of them or their assigns, their agents,

employees, or servants, to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

Section 4. Changes and Additions to Easements. The Board of Directors reserves the right to make minor changes and additions to the above easements, as to any Lots owned by it, for the purpose of efficiently and economically installing and operating above mentioned utilities.

ARTICLE XIII.

COMMON AREAS

Section 1. Common Areas. Common Areas and any improvements placed thereon shall NOT be dedicated to general public use, but title shall be held by the Association.

Section 2. Swimming Pool. The Common Area containing the swimming pool is to be used for recreational and civic purposes by the following persons only:

- (a) Persons who own a Lot in the Association;
- (b) Guests and members of the families of persons who own a Lot in the Association; and
- (c) Persons who occupy townhomes in Lots in the Association under lease or license, and their guests and licensees.

Section 3. Posting of Rules. The Board of Directors shall have the power to adopt reasonable rules and regulations to promote the enjoyment, security, safety and reasonable access to use of the Common Area containing the swimming pool.

Section 4. Control. The Board of Directors has the sole authority to maintain and control the Common Areas.

Section 5. Suspension of Rights. The Board of Directors shall have the right to suspend the right of any person to use of the Common Area containing the swimming pool for a period not to exceed 60 days for serious infractions of the Association's rules of usage of the Recreational Area provided such rules are posted in the Common Area containing the swimming pool in a conspicuous place.

ARTICLE XIV.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this 2024 Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Duration. The rights, use easements and privileges of the Owners in and to the Common Area as provided for herein shall be deemed to be covenants running with the land and shall be of perpetual duration. All other provisions, restrictions, covenants and conditions of this 2024 Declaration shall run with and bind the land until January 1, 2034, after which time they shall be automatically extended for successive periods of ten (10) years. This 2024 Declaration may be amended by an affirmative vote of 51% of the Owners. Any amendment must be recorded in the Real Property Records of Harris County, Texas.

Section 4. Non-Substantive Amendments by the Board of Directors. The Board of Directors has the right at any time , without the joinder or consent of any Owner or any other person, to amend this 2024 Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in this 2024 Declaration, provided that any such amendment shall be consistent with, and in furtherance of, the general plan and scheme of development as evidenced by this

2024 Declaration, and shall not impair the vested property rights of any Owner or Owner's mortgagee.

Section 5. Property Dedications and Easements. The portions of the Common Area designated as streets are hereby perpetually dedicated, established and set aside as a non-exclusive easement for street purposes for the common use, benefit and enjoyment of the Owners and/or occupants of the Lots which form a part of the Properties, to serve the Properties as streets for access, ingress and egress to and from each Lot to a street dedicated to public use. The plat of Trenton Place Townhomes recorded in Volume 193, page 116 of the Map Records of Harris County, Texas, dedicates for public use as such, subject to the limitations set forth therein, certain streets shown thereon, and such plat establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. Easements affecting the Properties are hereby reserved as shown on the recorded plat referred to for the installation, operation and maintenance of utilities and drainage facilities. All dedications, limitations, restrictions and reservations shown on said plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance, conveying any of the Lots.

Section 6. Nonprofit Corporation. The Association is organized as a nonprofit corporation according to the laws of the State of Texas.

Section 7. Proof of Ownership. Any person or entity, on becoming an Owner of a Lot, shall, upon request, furnish to the Board a true and correct copy of the original, or of a certified copy, of the recorded instrument vesting that person or entity with ownership in the Lot, which copy shall be part of the records of the Association.

Section 8. Registration of Mailing Address. The Owner or several Owners of an individual Lot shall have one mailing address registered with the Association to be used by the Association for mailing assessments, notices, demands, and all other communications. Such registered address shall be the only mailing address of the Owner or Owners to be used by the Association. The registered address of an Owner shall be deemed to be the mailing address of the Lot owned by that Owner unless a different address is furnished by that Owner to the Association. The Owner is responsible for informing the Association through the Board of Directors of any registered address change.

Section 9. Compliance. The 2024 Declaration is intended to comply with the requirements of the Texas Business Organizations Code and the Texas Property Code.

Section 10. Severability. If any part of this 2024 Declaration shall be held invalid or inoperative for any reason, the remaining parts, so far as possible and reasonable, shall be valid and operative.


Section 11. Article and Section Headings. The Article and Section headings used in this 2024 Declaration have been inserted for administrative convenience only, and do not constitute matter to be construed in the interpretation of this 2024 Declaration.

RP-2024-487317

Executed this 13th day of December 2024.


Timothy James Henderson, President
Trenton Place Civic Corporation

State of Texas §
County of Harris §



NICOLE GOMEZ
Notary Public, State of Texas
Comm. Expires 07-14-2028
Notary ID 126593836

Notary Public in and for the State of Texas

State of Texas

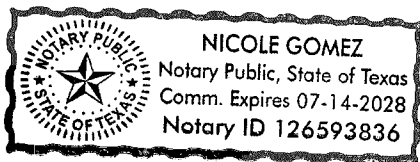
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County of Harris

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This instrument was acknowledged before me on
December 13, 2024 by John Harold Meltzer, Secretary of Trenton
Place Civic Corporation, a Texas corporation, on behalf of said corporation.





Notary Public in and for the State of Texas

After Recording Return To:

Mitchell Avila Katine
Katine Nechman McLaurin LLP
2000 Bering Drive, Suite 700
Houston, Texas 77057

RP-2024-487317
Pages 75
12/31/2024 03:07 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$317.00

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-2024-487317