

AMENDED, SUPPLEMENTED AND RESTATED RESTRICTIONS OF  
HUNTERWOOD SUBDIVISION

This Amended, Supplemented and Restated Restrictions of Hunterwood Subdivision (hereinafter called the "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_ by the parties executing this document below.

**R E C I T A L S:**

A. On or about March 19, 1968, Hunterwood Corporation executed that certain instrument entitled "Restrictions" dated March 19, 1968 and recorded on April 24, 1968 in the Deed Records of Harris County, Texas under Volume 7169, Page 40 and under Harris County Clerk's File No. C696475 (the "Original Restrictions").

B. The Original Restrictions state (among other things) that they shall be binding upon Hunterwood Corporation, its successors and assigns, and all persons or parties claiming under it, for a period of twenty-five (25) years from the date of the Original Restrictions (being March 19, 1968), at which time they shall be automatically extended for successive periods of ten (10) years each, unless prior to such expiration the then owners of a majority of the lots in Hunterwood Subdivision shall execute and record an instrument changing the Original Restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the period in which it was executed and recorded.

C. The undersigned parties, constituting at least a majority of the owners of lots in Hunterwood Subdivision now wish to amend, supplement and restate the restrictive covenants contained in the Original Restrictions pursuant to Article XVI of the Original Restrictions.

D. In addition, the undersigned may constitute owners of one or more additional lots of land not in Hunterwood Subdivision, but who wish to impose upon their lots these amended, supplemented and restated restrictive covenants.

E. The purposes of this Amendment are to provide for the uniform improvement, development and sale of the lots in Hunterwood Subdivision and the lots otherwise subject hereto, to protect Hunterwood Subdivision and the owners of the lots therein and otherwise subject hereto against the improper development and use; provide for landscaping, maintenance, security and general upkeep of Hunterwood Subdivision and its certain common properties; establish and enforce architectural, design and construction guidelines, standards and criteria to achieve an aesthetically

pleasing environment; and in general to maintain the current nature and environment of Hunterwood Subdivision and the lots subject hereto of permanently constructed single-family detached residences of the highest quality that will promote the general welfare of the owners of the lots subject to this Amendment.

## ARTICLE I.

### DEFINITIONS

Section 1.01 Definitions. The following terms shall have the following respective meanings (unless the context otherwise clearly indicates or prohibits such meaning):

- (a) Architectural Committee. The "Architectural Committee" (sometimes called the "Committee") shall mean the Architectural Control Committee created by the Association pursuant to Article V hereof.
- (b) Association. The "Association" shall mean the Hunterwood Association, Inc., a non-profit Texas corporation that will be formed having the duties and responsibilities described herein, administering and enforcing this Amendment and collecting and disbursing the assessments and charges provided for herein.
- (c) Board. The "Board" shall mean and refer to the Board of Directors of Hunterwood Association, Inc.
- (d) Grantor. The "Grantor" shall mean the Hunterwood Corporation, a Texas corporation, which executed and imposed the Original Restrictions on that certain 42.672 acre tract of land out of the John D. Taylor Survey, A-72, and the Robert Vince Survey, A-77, in Harris County, Texas, which was platted into that certain subdivision known as Hunterwood Subdivision, and its successors and assigns.
- (e) Improvement. An "Improvement" shall mean every structure or improvement and all appurtenances thereto of every type and kind, including, without limitation, buildings, outbuildings, patios, tennis courts, swimming pools, garages, carports, fences, dog fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, paths, driveways, sidewalks, mailboxes, antennae and all poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone,

regular or cable television, satellite television or other utilities.

- (f) Lot. A "Lot" shall mean and refer to (i) all of the numbered lots within the numbered blocks shown on the recorded subdivision map or plat of Hunterwood Subdivision, as may be amended from time to time, and (ii) any other lot or tract which was not originally included in the Hunterwood Subdivision, but which is adjacent thereto, and which is made subject to this Amendment with the voluntary consent and joinder of the owner thereof, and which are more particularly described on Exhibit "A" attached hereto.
- (g) Member. A "Member" shall mean any person who is a member of the Association pursuant to the terms hereof.
- (h) Owner. An "Owner" shall mean and refer to each and every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot; however, the word "Owner" shall not include a person or entity who holds a bona fide lien or interest in a Lot as security for the performance of any obligation including, without limitation, any purchase money loan.
- (i) Residence. A "Residence" shall mean and refer to any building or portion of a building situated upon any Lot which is designed and intended for use and occupancy as a detached single-family residence.
- (j) Resident. A "Resident" shall mean and refer to (i) each Owner residing in his residence; (ii) each person residing in a Residence who is a bona fide lessee of the Owner of such Residence; and (iii) each person lawfully domiciled in a Residence other than an Owner or a bona fide lessee.

## ARTICLE II.

### RESERVATIONS.

Section 2.01 Reservations. In authenticating the subdivision map for record, and in dedicating the streets, drives, lanes, walks and roads to the use of the present and future Owners of said Lots and to the public, there shall be and were reserved in Grantor the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed by or on behalf of Grantor in the conveyance of said property or any part thereof:

- (a) The several streets, drives, lanes, walks and roads as shown on said map or plat have been dedicated to the use of the public.
- (b) Grantor reserved the necessary utility easements and rights-of-way as shown on the aforesaid map of Hunterwood Subdivision recorded in the Harris County Map Records, to which map and the record thereof reference is here made for all purposes, which easements were reserved for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of Grantor and the Owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers or any other system or systems of electric light and power, telephone lines, gas, water, sewers or any other utility or service which Grantor may found necessary for the proper services of the Lots.
- (c) Grantor reserved the right to impose additional restrictions and dedicate additional easements and street rights-of-way on any unsold Lots or building sites in Hunterwood Subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instruments in writing duly recorded in the Office of the County Clerk of Harris County, Texas, or incorporated in the deed from Grantor conveying the Lot or building site in Hunterwood Subdivision to be so additionally restricted or subject to such easement or right-of-way. It was and is expressly provided, however, that no such additional restrictions were or are to be imposed upon, nor shall any such additional easements or rights-of-way be dedicated upon or across, Lot 1 in Block 1, or any of Lots 1, 2, 3, 4 and 5 in Block 2 of Hunterwood Subdivision.
- (d) Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants to shrubbery, trees, flowers or other property of the Owner situated on the land covered by said easements.
- (e) It shall be and is expressly agreed and understood that the title conveyed by Grantor to any Lot or parcel of land in said Hunterwood Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power or telephone lines, poles or conduits or any other utility or

appurtenances thereto constructed by Grantor or public utilities companies through, along or upon the herein dedicated public easements, premises or any part thereof to serve said property or any other portions of Hunterwood Subdivision and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the City of Hunter's Creek Village, Texas, or to any public service corporation, or to any other party, was hereby expressly reserved in Grantor.

### ARTICLE III.

#### THE HUNTERWOOD ASSOCIATION

Section 3.01 Association. The Hunterwood Association, Inc. shall be a non-profit Texas corporation created for the purposes, charged with the duties and vested with the powers prescribed by law or set forth in this Amendment then in its Articles and By-Laws. Neither the Articles nor By-Laws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Amendment.

Section 3.02 Membership. Each Owner by virtue of ownership of a fee simple interest in a Lot shall be a member of the Association. Each Member shall be entitled to one (1) vote on each matter with respect to which the Members are entitled to vote pursuant to this Amendment or the By-Laws of the Association for each Lot for which they are the Owner; provided, however, that in no case shall there be more than one vote be cast with respect to any Lot. If for any Lot there is more than one Resident that is an Owner of such Lot, the vote for such Lot shall be exercised by the Owners, among themselves, as they may determine and advise the Association in writing prior to the meeting at which the vote is to be cast. In the absence of such agreement or advice, the vote for such Lot shall be suspended if more than one Member seeks to exercise it.

Section 3.03 Eligibility. Each Member shall at all times remain a Member in good standing of the Association. A Member shall not be in "good standing" if such person or entity is (i) in violation of this Amendment, the By-Laws of the Association or any rule, regulation or resolution promulgated by the Board; or (b) delinquent in the full, complete and timely payment of any regular assessment, special assessment, or any other fee, charge or fine which is levied, payable or collectable under the terms of this Amendment, the By-Laws of the Association or any rule or regulation promulgated by the Board.

Section 3.04 Hunterwood Committee. Upon the effective date of this Amendment (or if this Amendment is executed by all Owners

of Lots in Hunterwood Subdivision, then on the date that this Amendment is dated), the Hunterwood Committee, as formed and empowered under the Original Restrictions, shall be disbanded and shall cease to exist. All powers, duties and responsibilities of the Hunterwood Committee under the Original Restrictions shall pass to the Association in accordance with the terms hereof.

Section 3.05 The Board. The Board shall consist of five (5) individuals, each to be elected by the Members. The initial Board shall consist of the following individuals: \_\_\_\_\_

\_\_\_\_\_ who shall serve as Directors of the Board until their respective successors are elected and qualified at the second occurring annual meeting of the Members as provided herein and in the By-Laws. Except for the initial Board, Directors shall be elected for one (1) year terms of office and shall serve until their respective successors are elected and qualified.

Section 3.06 Vacancy. Any vacancy that occurs in the Board by reason of death, resignation, removal, incapacity or otherwise, may be filled at any regular or special meeting of the Board by the affirmative vote of a majority of the remaining Directors. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill. No Director need be a Member of the Association.

Section 3.07 Members Meetings. There shall be an annual meeting of the Members of the Association to be held in the first quarter annual period of each calendar year on such specific date and at such reasonable place and time as may be designated by written notice of the Board or by written notice signed by Owners having one-fifth (1/5th) of the total votes outstanding, delivered not less than fifteen (15) or mailed not less than twenty (20) days prior to the date fixed for said meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each Member at his or her respective address appearing on the books of the Association.

Section 3.08 Meeting Procedures. Quorum, notice and voting requirements of and pertaining to the Association and the Board shall be set forth in the Articles and/or the By-Laws of the Association, as the same may be amended from time to time. Unless clearly inconsistent with the terms and provisions of the Articles of Association and/or the By-Laws of the Association, the Board may adopt and promulgate such other and further procedures as it may deem appropriate to carry out fairly the spirit and intention of this Amendment without undue cost, expense or inconvenience. The Board is authorized to employ in its notice and voting procedures

whatever devices and procedures become available from time to time as the result of technological advances and improvements in communication.

Section 3.09 Proxy. Any Owner may give a revocable written proxy to any person authorizing the latter to cast the Owner's vote on any matter. Such proxy shall be in such form as may be prescribed by the By-Laws of the Association, but no such proxy shall be valid for a period greater than eleven (11) months.

Section 3.10 Cumulative Voting. The cumulative system of voting shall not be allowed in the Association.

Section 3.11 Duties of Association. The Association shall function as representatives of all the Owners in Hunterwood Association to assist in achieving the stated purposes of this Amendment in Paragraph E of the Recitals above. The Association is authorized to:

- (a) collect and expend in the interest of the Hunterwood Subdivision and all other Lots subject hereto, as a whole, all funds collected as assessments;
- (b) enforce by appropriate proceedings the covenants and restrictions contained herein;
- (c) enforce or release any lien imposed on any part of the property subject hereto by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay any regular assessments, special assessments or any other fee, charge or fine which may be levied, payable or collectable pursuant to the provisions of this Amendment, approve or reject plans and specifications for Improvements to be erected in or on the property subject hereto, all of which may be submitted to and approved by the Architectural Committee prior to the commencement of construction of any such Improvements, all in accordance with this Amendment;
- (e) to select and remove all officers, committee members, agents and employees of the Association;
- (f) to prescribe such powers and duties for them to the full extent permitted by law and consistent with the By-Laws of the Association, the Articles of Association and this Amendment;
- (g) to determine, fix and collect regular assessments, special assessments and other fees, charges or fines that the Board may decide;

- (h) to enter into contracts;
- (i) to maintain one or more bank accounts, to sue or defend in any court of law;
- (j) to make reasonable rules and regulations for the operation of the Association and to amend them from time to time;
- (k) to maintain in good and safe condition, repair and insure the common elements of Hunterwood Subdivision, including, without limitation, all landscaping, trees, shrubs, grass and sprinkler systems that may be located in esplanades situated in the streets and roads and in the entrance way for Hunterwood Subdivision and the brick wall currently existing between several of the Lots and Memorial Drive more particularly described in Section 6.05 hereof;
- (l) to enforce the provisions of this Amendment and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules;
- (m) to employ from time to time an architect or architects for advice and consultation with reference to plans and specifications for any Improvements to be constructed in Hunterwood Subdivision and the other Lots subject hereto, and to pay such architect(s) and other professionals for their advice in connection with such matters out of the assessment funds, a sum or sum of monies which the Board deems to be appropriate;
- (n) to retain and employ from time to time an attorney or attorneys for advice, consultation and/or representation in connection with any matter hereunder or related in any way to the Association, the Board, the Architectural Committee, the property covered by this Amendment or the Owners and/or Members; and
- (o) to provide and pay for out of the assessment funds provided for in this Amendment and any other funds of the Association any taxes, insurance and utilities which pertain to the Hunterwood Subdivision, legal and accounting services, and any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Amendment or for which in its opinion shall be necessary or proper for the operation or protection of the Association, Hunterwood Subdivision and/or the Owners for the enforcement of this Amendment.

Section 3.12 Implied Authority. The Association shall have all rights, privileges and authority reasonably implied from the existence of any right, privilege or authority granted to it in this Amendment or the By-Laws of the Association or otherwise reasonably necessary to effectuate any such right, privilege or authority.

Section 3.13 Liability Limitations. No Member or director or officer of the Association shall be personally liable for the debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Association, its Members, directors, officers, agents, employees, contractors or attorneys shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements or portions thereof or for failure to repair or maintain the same. The Association and any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, Improvements or any portion thereof, including, without limitation, any negligent act or omission of the Association or any of its Members, directors, officers, agents, employees, contractors or attorneys.

Section 3.14 Indemnification.

- (a) Third Party Actions. The Association may indemnify any person who was or is a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a director, officer, committee member, employee, servant or agent of the Association, against expenses (including attorneys' fees, judgements, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board, or court, that such person (1) acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he or she reasonably believed to be

in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- (b) Derivative Actions. The Association may indemnify any person who was or is a party to any threatened, pending or completed action, suit or proceeding brought by or in the right of the Association by reason of the fact that such party is or was a director, officer, committee member, employee, servant or agent of the Association, against expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with the defense or settlement of such action, proceeding or suit if it is found or determined that such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association. No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Association unless (and only to the extent) the court in which such action, proceeding or suit was brought shall determine that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity.
- (c) Determination. An indemnification which the Association has elected to provide under Paragraph (a) or (b) of this Section (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the officer, director, committee member, employee, servant or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Paragraph (a) or (b) of this Section. Such determination shall be made (i) by the Board by a majority vote of directors who were not parties to such action, suit or proceeding; or (ii) if obtainable, by independent legal counsel in a written opinion; provided, however, that if a director, officer, committee member, employee, servant or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph (a) or (b) of this Section, or in defense of any claim, issue or matter therein, then to the extent that the Association has elected to provide indemnification, he or she shall automatically be indemnified against expenses (including attorneys' fees,

judgements, fines and amounts paid in settlement) actually and reasonably incurred by such person in connection therewith without the necessity of any such determination that such person has met the applicable standard of conduct set forth in Paragraph (a) or (b) of this Section.

- (d) Payment in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may, in the discretion of the Board, be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board as provided in Paragraph (c) of this Section, upon receipt of an undertaking by or on behalf of the director, officer, committee member, employee, servant or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section.
- (e) Insurance. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against such party or incurred by such party in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him or her against such liability hereunder or otherwise.
- (f) Other Coverage. The indemnification provided by this Section shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this Amendment, Texas law, or otherwise, both as to action in such party's official capacity and as to action in another capacity while holding such office, and may continue as to a person who has ceased to be a director, officer, committee member, employee, servant or agent and may inure to the benefit of the heirs and personal representatives of such person.

#### ARTICLE IV.

##### MAINTENANCE CHARGE

Section 4.01 Lien and Personal Obligation of Assessments. Each Owner of a Lot is deemed to covenant and agree to pay to the Association: (a) monthly assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as herein provided. The monthly and special assessments, together with interest, costs and reasonable attorneys' fees, shall to the full extent permitted by law be a

charge on the land and the payment thereof shall be secured by a continuing lien upon the property against which each such assessment is made. Appropriate recitations in the deed conveying each Lot should have evidenced the retention of a vendor's lien by the Grantor thereof or its assignee for the purpose of securing payment of said assessments and other amounts to the Association, without recourse on such grantor or assignee. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was (were) the Owner of such property at the time when the assessment became due. The lien for the unpaid assessments shall be unaffected by any sale, conveyance or assignment of a Lot or the Improvements thereon and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any assessment provided herein by the non-use of the Lot or the common elements of the Hunterwood Subdivision or abandonment of the Lot or any Improvement. Grantor agrees to pay assessments for all unsold Lots in Hunterwood Subdivision.

Section 4.02 Purpose of Assessments. The assessments levied by the Association shall be paid to the Association and shall be held by it in trust and used for the benefit of all Owners, and such sums shall be expended by the Association for any purposes, which in its judgment shall be most effective in maintaining the property values in Hunterwood Subdivision and those other Lots covered by this Amendment, or which may be brought under the restrictions and covenants contained herein in the future, including, without limitation, lighting the streets and roads in Hunterwood Subdivision, collecting and disposing of garbage, ashes or other refuse in Hunterwood Subdivision, employing policemen and/or watchmen, caring for vacant Lots and trees thereon, fogging or spraying for control of mosquitoes and other insects, and in doing any other thing necessary or desirable which in the opinion of the Association will keep Hunterwood Subdivision, the Lots subject to these restrictive covenants, and other premises neat and presentable, or for any other purposes which the Association considers will benefit the Owners of Lots subject to these restrictions.

Section 4.03 Amount of Regular Assessments. The amount of regular assessments shall be determined annually from time to time by the Board in its sole discretion. A majority vote of the Board shall determine the amount of each annual regular assessment. In the event the Board fails to decide upon or set a regular assessment for any year, the regular assessment paid for the immediately preceding year shall be the regular assessment for the then current year.

Section 4.04 Special Assessments. In addition to regular assessments authorized by Section 4.03 above, the Board may levy a

special assessment applicable to that year for a specified number of years for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements related to the Hunterwood Subdivision common elements, including any necessary fixtures and personal property related thereto, or for unusual or emergency purposes.

Section 4.05 Equal Applicability of Assessments. Both regular and special assessments shall be fixed at a uniform rate for all Lots.

Section 4.06 Date of Commencement of Assessments; Due Dates. The Board may prescribe from time to time that the regular assessments are to be collected on an annual, semi-annual, quarterly, or monthly basis, and accordingly, the Board shall prescribe the appropriate due dates and, if applicable, the time-price differential rates and due dates. All regular assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any special assessment under Section 4.04 hereof or any other assessment provided for herein shall be fixed in the respective resolution authorizing such assessment.

Section 4.07 Delinquent Assessments. If any assessment or part thereof is not paid when due, the Association shall have the right and option to impose a late charge to cover the additional administrative costs involved in handling the account or to reflect any time-price differential assessment schedule adopted by the Association. Subject to the provisions of Section 10 of this Article IV, the unpaid amount of any such delinquent assessment shall bear interest from and after the date when due at eighteen percent (18%) per annum; provided, however, in no event shall such rate, together with all other amounts that constitute interest, exceed the maximum lawful rate. The Association may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid assessments and delinquent accounts, and there shall also be added to the amount of any unpaid assessment or to any delinquent account any and all attorneys' fees and other costs of collection incurred by the Association.

The Association shall, upon reasonable demand, furnish to any Owner liable for said assessment and may furnish to any other interested person, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Association for the issuance of such certificate.

The Association may give written notification to the holder(s) of the mortgage on any Lot or any Improvements thereon of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days of the original date due, provided that the Association has theretofore been furnished in writing with the correct name and address of the holder(s) of such mortgage and a request to receive such notification.

Section 4.08 Effect of Non-Payment of Assessments; Remedies of the Association. The Association may bring an action at law against the Owner personally obligated to pay any delinquent assessment, and, independent of any such action, may foreclose the lien herein retained against the Lot. The lien securing the assessment on any Lot may be foreclosed by judicial foreclosure or by nonjudicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Harris County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of Trustee's Sale not less than twenty-one (21) days prior to the date of which sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded with the County Clerk of Harris County, Texas. It is the intent of the provisions of this Section 4.08 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to nonjudicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Amendment filed in the Real Property Records of Harris County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code. Out of the proceeds of such sale, there shall first be paid all expenses

incurred by the Association in connection with such default, including attorneys' fees and a trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the delinquent assessment and other amounts owed to the Association pursuant to the provision of this Amendment; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each Resident/occupant of any such Lot foreclosed on and each Resident/occupant of any Improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgement for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to any other remedy, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such nonpaying Owner to use the common properties of Hunterwood Subdivision, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

Section 4.09 Subordination of the Lien to Mortgages. The lien securing the assessments provided for herein and power of sale and nonjudicial foreclosure shall be subordinate to any valid first purchase money lien or mortgage covering a Lot and any valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect said lien or power of sale and nonjudicial foreclosure. However, the sale or transfer of any Lot which is subject to any valid purchase money lien or mortgage, pursuant to a judicial or nonjudicial foreclosure under such lien or mortgage shall extinguish such lien and power of sale and nonjudicial foreclosure securing such assessment only as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or the then Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of its Board, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board may determine.

Section 4.10 Savings Clause. All agreements between any Owner and the Association, whether now existing or hereafter arising and whether written or oral and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount of interest collected, charged

or received by the Association for the payment or performance of any covenant or obligations contained herein or in any other document related hereto exceed the maximum amount of interest permitted to be collected, charged or received under applicable law. If from any circumstance whatsoever the fulfillment of any provision hereof or of such other document at the time performance of such provision, shall involve exceeding the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association should ever collect, charge or receive an amount deemed interest by applicable law which shall exceed the maximum amount of interest permitted to be collected, charged or received under applicable law, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on such obligation and not to the payment of interest, or if such excess interest exceeds the principal balance of the assessment or other obligation, the excess shall be refunded to the Owner or other obligor. The right to accelerate the maturity of any assessment or other obligation owing to the Association shall not include the right to accelerate the maturity of any interest which has not otherwise accrued on the date of such acceleration, and the Association do not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of this Amendment and any other agreement between any Owner and the Association. The maximum lawful rate shall be determined by utilizing the indicated rate ceiling from time to time in effect pursuant to Tex. Rev. Civ. Stat. Art. 5069-1.04 as amended. In no event shall the provisions of Chapter 15 of the Texas Credit Code (Tex. Rev. Civ. Stat. Art. 5069-15.01, et seq.) be applicable to any assessment or obligation.

#### ARTICLE V.

##### ARCHITECTURAL COMMITTEE

Section 5.01 Number of Members. The Architectural Committee shall consist always of either three (3) or five (5) Members as the Board may decide. The initial members of the Committee shall be appointed by the Board. Each member of the Committee shall hold office until such time as he has resigned or has been removed or a successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause.

Section 5.02 Appointment of Members. The Board shall have the right to appoint and remove, with or without cause, any or all members of the Committee in its sole discretion.

Section 5.03 Adoption of Rules. The Committee may adopt such procedural and substantive rules not in conflict with this Amendment, as it may deem necessary or proper for the performance of its duties.

Section 5.04 Powers and Duties of Architectural Committee. No Residence or any other Improvement of any kind or nature, including landscaping that would entail material exterior changes visible fro any street, or other exterior treatment, shall be erected, placed or altered on any Lot until the preliminary and final architectural design plans have been submitted to the Committee and approved in writing by a majority of its members in the manner provided herein. The Committee is authorized and empowered to consider, approve and reject as it deems appropriate in its sole discretion any and all aspects of design, architecture, construction, location of Residences and other Improvements and of landscaping, and any changes thereto, as to ensure conformity and harmony with the architectural and design scheme of Hunterwood Subdivision as may be developed by the Architectural Committee, or which may, in the opinion of the Architectural Committee, adversely affect the living enjoyment of one or more Owners or Residents or the value of the Lots subject hereto. Rejection of any such matter shall be based upon such grounds, and approval may be subject to such conditions, as the Architectural Committee may deem appropriate in its sole discretion, and which grounds and conditions may include, without limitation, solely aesthetic grounds or considerations. To assist the Committee in performing its duties, the Committee may from time to time adopt and establish standard development, construction or aesthetic guidelines with respect to the property subject thereto, to the extent that they do not conflict with any express provision hereof. The Architectural Committee is permitted to consider technological advances and changes in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the opinion of the Architectural Committee. All preliminary and final plans and specifications must accurately reflect the size, location, type and cost of the Residence or Improvements, or the changes or alterations thereto, including the materials to be used, together with an accurate plot plan showing the grading plan of the Lot, the grade elevation of said Residence or Improvements, and the location of the same with respect to the lot lines, front, side and back setback or building lines, and the outside color scheme to be erected or maintained. At such time as the plans, specifications and surveys meet the approval of the Architectural Committee, one complete set of plans, specifications and surveys will be retained by the Architectural Committee and the

other complete set will be marked "Approved" and returned to the Owner or such Owner's designated representative. Any modification or change to the approved set of plans, specifications and surveys must again be submitted to the Architectural Committee for its inspection and approval. The Architectural Committee's approval or disapproval, as required herein, shall be in writing. If the Architectural Committee fails to approve or disapprove any final plans, specifications and surveys within two (2) weeks after the actual date from which the submission is received, then the Committee's disapproval shall be presumed.

The Architectural Committee may require as a condition precedent to any approval of the final plans, specifications or surveys that the applicant obtain and produce an appropriate building permit from the City of Hunter's Creek Village. However, the mere fact that the City of Hunter's Creek Village issues a building permit with respect to a proposed Improvement or Residence does not automatically mean that the Architectural Committee is obliged to approve unconditionally the plans and specifications. Similarly, the Architectural Committee's approval of any plans and specifications does not mean that all applicable building requirements of the City of Hunter's Creek Village have been satisfied.

Unless a member of the Architectural Committee is an architect licensed by the State of Texas, the Architectural Committee shall retain and employ an architect licensed by the State of Texas to consult and advise the Committee in connection with the performance of its duties to consider, approve and/or reject the aspects of design, architecture, construction and location of Residences and other Improvements and to ensure compliance with the covenants and restrictions of this Amendment. The cost and expenses related to such architect shall be paid for or reimbursed by the Association. The Association may, in turn, reasonably recoup some or all of such expenses from the applicants seeking review and approval of plans and specifications.

Section 5.05 General Provisions. In addition to the foregoing powers and duties, the Architectural Committee may, from time to time, associate or employ a staff and seek and obtain professional advice and counsel (including architects, attorneys, designers, engineers and landscape technicians) in connection with the performance of its duties with all reasonable costs and expenses related thereto being paid for or reimbursed by the Association. The Association may, in turn, reasonably recoup some or all of the expenses from the applicants seeking review and approval of plans and specifications.

If any Residence or Improvements are constructed, erected, modified, altered, destroyed or made without seeking the prior

written approval of the Committee, the Association and/or the Committee may require the Owner to restore such Owner's Lot, Residence and/or Improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved Improvements). In addition, the Association and/or the Architectural Committee may, but is not obligated to, cause such restoration, demolition and removal to be performed and levy the amount of the cost thereof as a special assessment against the Lot upon which such Improvements or alterations were commenced or constructed. A material violation of the restrictions and covenants contained in this Amendment shall be deemed to have occurred if no prior express written approval of the Committee has been obtained where it was originally required, even if hindsight reveals that the actual plans and specifications would have been approved by the Architectural Committee had they been properly and timely submitted.

Section 5.06 Inspection Rights. After reasonable notice to the Owner and any applicable Resident, any member or agent of the Architectural Committee may from time to time at any reasonable hour or hours enter and inspect any property subject to the jurisdiction of the Architectural Committee to confirm compliance with the provisions of this Amendment. No Residence or Improvements, or addition, change or alteration thereof, shall be constructed, erected, altered or maintained on any Lot which is in violation of any applicable laws or ordinances of the City of Hunter's Creek Village, Texas or any other applicable governmental laws, ordinances, rules or regulations. However, the Association and the Architectural Committee, their respective officers, directors, managers, agents, employees, contractors and attorneys shall have no obligation to enforce or to report the violation of any such law, ordinance, rule or regulation.

Section 5.07 Variances. With a recommendation from a majority of the Architectural Committee, the Board shall have the power to grant variances, waivers, tolerances or modifications to the standards set forth or that may be established under this Amendment under circumstances and conditions deemed reasonable, appropriate and prudent by the Committee and the Board in their sole discretion. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Committee and the Board. If a variance is granted, no violation of the covenants, conditions or restrictions contained in this Amendment or any supplement hereto or under any plat shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms, covenants or restrictions of this Amendment or any other supplemental document or of any plat for any purpose except as to a particular property and in a particular instance covered by the variance.

Section 5.08 No Liability. Neither the Association, nor the Board, nor the Committee, nor the officers, directors, committee members, managers, members, employees, agents, contractors or attorneys of any of them, shall be liable for damages to anyone submitting plans and specifications to any of them for approval, or to any Owner or Resident of any property affected by this Amendment, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. No approval of plans and specifications, any design guidelines, architectural bulletins or lot information sheets shall be construed as representing or implying that such plans, specifications, guidelines, bulletins or sheets will, if followed, result in properly designed and structurally sound Improvements and/or Improvements built in a good and workmanlike manner or comply with any applicable governmental or quasi-governmental life safety, health, building or similar codes, statutes, regulations, rules or orders. In addition, none of the foregoing parties shall be deemed to be responsible for ensuring compliance at any time by any Owner or Resident with any governmental or quasi-governmental life safety, health, building or similar codes, statutes, regulations, rules or orders. Every person or entity who submits plans or specifications and every Owner and Resident of each and every Lot, agrees that he or she will not bring any action or suit against the Association, the Committee, the Board, or the officers, directors, committee members, managers, members, employees, agents, contractors or attorneys of any of them, to recover any such damages, and hereby releases and quitclaims all claims, demands, liability, and causes of action arising out of or in connection with any judgment or action, whether negligent or not, and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. The Members of the Association acknowledge that the sole purpose and responsibility of the parties mentioned in the first sentence hereof with respect to the approval/disapproval of the addition, modification or removal of Improvements and the enforcement of the restrictive covenants contained herein is to consider the esthetics of and the application of these restrictive covenants to any matter.

## ARTICLE VI.

### USE RESTRICTIONS

Each Lot subject to this Amendment shall be constructed, developed, occupied and used as follows:

Section 6.01 Residential Lot. Each Lot shall be used as a residential Lot only for one (1) detached, single-family dwelling

and its customary and usual accessory structures (unless otherwise prohibited or restricted by the Committee); provided, however, the Architectural Committee may permit a Residence to be located on more than one Lot and impose specific requirements and conditions with respect to such permission. No Lot or any Improvements located on a Lot shall ever be used or maintained for any business or commercial purposes. In addition, any person acquiring a Lot covenants with and represents to the Association and the other Owners that the Lot will be specifically acquired for the purpose of constructing and/or using the same as a residential dwelling and as a primary residence for such Owner and/or Owner's immediate family members. If the Owner is a business entity, such business entity covenants with and represents to the Association and the other Owners that the Lot is being specifically acquired for the purpose of constructing and/or using the same as the primary residence for an existing officer, director, key employee, substantial shareholder or general partner of the Owner (as identified and designated to the Association).

Section 6.02 Building Setback Lines. No Improvement shall be located nearer to the front lot lines nor nearer to the side street lines than the building setback lines shown on the recorded plat. In any event, no Improvements shall be located on any Lot nearer than fifteen feet (15') to the sideline or the backline of any such Lot. If any two or more Lots or portions of Lots are consolidated into one building site in conformity with the provisions of this Amendment, the building setback restrictions shall be deemed to apply to the resultant combined Lots as if it were one original lot.

Section 6.03 Garages and Carports. Each Residence erected and maintained on any Lot shall provide garage or carport space for a minimum of two (2) conventional automobiles, unless otherwise specifically approved by the Architectural Committee. Each Owner and Resident shall park and store their automobiles within the garage or carport or on any paved area not visible from the street or any other Lot. No Owner or Resident shall park or store automobiles on any street. All garage doors shall be closed at all times when not in use. No garage or carport placed on any Lot may face or open towards any street, where such street is a boundary of such Lot, except with the written consent of the Architectural Committee. It is expressly provided, however, that no such exception shall be or may be made by the Committee as to any garage or carport located on Lot 1, Block 1 or any of Lots 1, 2, 3, 4, and 5 in Block 2 of Hunterwood Subdivision.

Section 6.04 Driveways and Parking. Each Lot shall have driveway access to the public street on which the Lot fronts and shall not have driveway access to a public street on which it may side unless it is a corner Lot or is first approved by the

Architectural Committee. Notwithstanding the foregoing, however, no road or driveway shall be constructed upon any Lot which has as one of its boundaries Memorial Drive which such road or drive would provide access from such Lot to Memorial Drive. Under no circumstances or conditions shall any automobile or other vehicle be parked on any non-paved portion of any Lot. The Architectural Committee may provide for special setback, location, construction and design requirements for garages, carports, driveways and sidewalks.

Section 6.05 Fences, Walls and Hedges. No gate, fence, wall, hedge, gas meter or other Improvement shall be placed on any Lot nearer to the street than is permitted by the minimum building setback lines as established in this Amendment or by the Architectural Committee, except that a wall will be constructed and maintained along the boundary line of Memorial Drive and upon the easement or easements obtained or to be obtained or dedicated therefor extending from approximately the west right-of-way line of Thamer Lane to the northeast corner of Ripplecreek Subdivision and from the approximate east right-of-way line of Thamer Lane to the northwest corner of Timberwilde Subdivision, and a fence, wall or hedge may be constructed along the westerly boundary of Hunterwood Subdivision in the vicinity of Ripple Lane as may be determined to be desirable by the Association. The wall along Memorial Drive and the wall, fence and/or hedge along the westerly boundary of Hunterwood Subdivision shall be controlled and maintained exclusively by the Association, and no Owner or Member shall have the right to alter, lower, heighten, improve, destroy, move, paint, rebrick, replace, strengthen, weaken or in any way affect such walls, fences or hedges. With respect to gates, fences, walls or hedges on any Lot, the location, height, type and design of any gate, fence, wall, or hedge shall be approved in writing by the Committee prior to construction.

Section 6.06 Signs. No sign, advertisement, billboard or advertising structure of any kind for any reason may be erected or maintained on any Lot or on any esplanade or other common property of Hunterwood Subdivision without the prior written consent of the Committee. The Committee and the Association shall have the right to remove any such non-conforming sign, advertisement, billboard or advertising structure which is placed on any Lot or common property without such consent and in doing so shall not be liable therefor. The Owners expressly acknowledge that the Committee, the Association and their members, directors, officers, employees, agents, contractors and attorneys are expressly relieved from any liability whatsoever for trespass or other tort in connection with or arising from such removal.

Section 6.07 Minimum Floor Space. All Residences constructed on the Lots must have a living area of not less than 3,000 square

feet exclusive of open or screen porches, terraces, driveways, carports, patios or breezeways attached to the main dwelling. Any Residence other than a single story residence must not have less than 2,500 square feet of ground floor living area, exclusive of opened or screened porches, terraces, driveways, carports, patios or breezeways.

Section 6.08 Height Restrictions. Each Residence shall not exceed two (2) stories in height, no garage shall exceed the height of the Residence in stories or overall height, but may contain living quarters for such Owners or their bona fide servants. In order to create a desired architectural appearance, the Architectural Committee may prescribe inter-related height and setback requirements among the Lots. In addition, the Architectural Committee shall have the power and authority to further develop and refine guidelines and interpretations concerning the height concepts and limitations envisioned herein as plans are reviewed and approved.

Section 6.09 Temporary Improvements. No Improvement of a temporary character, including, without limitation, a trailer, mobile home, modular home, tent, shack, garage, barn, or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently. No Improvements of a temporary character, including, without limitation, a trailer, mobile home, modular home, tent, shack, garage, barn or other outbuilding, shall be placed on any Lot either temporarily or permanently, and no Residence shall be moved upon any Lot from another location, without the consent of the Committee; except, during the construction of a Residence, a builder may, upon obtaining permission from the Committee, erect and maintain such temporary Improvements on any Lot as is customary in connection with the construction of houses, including, without limitation, a temporary office building, storage area or water closet.

Section 6.10 Automobiles, Boats, Trailers, Other Vehicles and Equipment. No boats, trailers, camping units, buses, trucks, recreational vehicles, inoperative vehicles of any kind, self-propelled or towable equipment and machinery or other similar items shall be parked or stored permanently or semi-permanently (which shall be a period of not to exceed 24 hours) on any public street, right-of-way, or Lot, except in an enclosed structure or in an area adequately screened so as not to be seen from any other Lot or a street, and as approved by the Committee. In addition, no repair work, dismantling or assembling of motor vehicles or of other machinery or equipment shall be done or permitted on any street, driveway, sidewalk or other paved area located on any Lot, except in an enclosed structure or in an area adequately screened so as not to be seen from any other Lot or a street.

Section 6.11 Roofing and Siding. No asbestos roofs or sidings shall be used on any Residence or Improvements on any Lot; and no walls of any Residence or other Improvements on any Lot shall be constructed of shingles, whether wood, vinyl, aluminum or other material.

Section 6.12 Mailboxes and Street Numbers. The Owner of each Lot shall install one mailbox and house numbers of type, color, quality and in a location that is approved by the Architectural Committee.

Section 6.13 Easements and Utilities. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Except as may be otherwise permitted by the Architectural Committee (for example, fencing or landscaping), no Owner shall erect, construct or permit any obstructions for permanent Improvements of any type or kind to exist within any easement area which would restrict or adversely affect drainage or the use of the easement for its intended purpose. Utility easements are likely to be located at, near or along the rear lot line(s), and each Owner assumes full, complete and exclusive liability and responsibility for all costs and expenses related to damage, repair, relocation and restoration of such Improvements, including fences. No aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in Hunterwood Subdivision or any other property subject hereto, whether upon individual Lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, without limitation, the Owners, and all utility service facilities shall be buried underground. All utility meters, equipment, air conditioning compressors and similar items must be visually screened and located in areas designated by the Architectural Committee. Each Owner shall assume full and complete responsibility for all costs and expenses arising out of or related to the repair, replacement or restoration of any utility equipment, damaged or destroyed as a result of the negligence or mischief of any Resident or the Owner.

Section 6.14 Antennas and Satellite Dishes. Television and other aerial antennas may be attached to any Residence; however, such antenna's location shall be restricted to the rear of the Residence or to the rear of the roof ridge line, gable or centerline of the Residence so as to be hidden from sight when viewed from fronting the street. Owners may apply for a variance of location, or for approval of other aerial devices, such as electronic antenna, by submitting a plan showing the location and type of materials to the Architectural Committee. No satellite

receiving dish shall be located on any Lot or on any Improvement on any Lot unless approved by the Committee.

Section 6.15 Garbage, Refuse and Garbage Collection. No trash, rubbish, garbage, manure or debris of any kind shall be kept or allowed to remain on any Lot. Each Owner shall remove such prohibited matter from the Lot at such Owner's sole cost and expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from any adjoining Lot or the street. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of Improvements thereon.

Garbage cans or containers, recreational equipment, boxes, cartons, tools and like equipment shall be stored only in garages or storage areas adequately screened from view to the satisfaction of the Committee.

The Association shall have the right, but not the obligation, to contract for garbage and rubbish pickup service on behalf of the Lots and to charge or to have the garbage contractor charge each Owner for such Owner's pro rata share of the cost thereof. Payment for such service may be on a monthly, quarterly or semi-annual basis, at the discretion of the Association, and may be payable in advance.

Section 6.16 Removal of Dirt and Trees. The digging and/or the removal of dirt from any Lot is prohibited, except as necessary in conjunction with landscaping, or construction of other Improvements or providing adequate drainage for construction of Improvements. No trees shall be cut from any Lot except to provide room for construction of Improvements or to remove dead or unsightly trees and/or trees that present a current danger to existing utility lines, property or life. All trees so cut shall be removed from such Lot as soon as reasonably practicable.

Section 6.17 Lot Maintenance. Each Owner binds and obligates such Owner through purchase of the Lot to maintain the same at the Owner's own cost and expense in a neat and presentable manner. Each Owner obligates such Owner to keep the grass, vegetation and weeds cut and maintain the landscaping of the Lot as often as may be necessary to keep them in a neat and attractive condition. If any Owner should in the opinion of the Committee fail to maintain such Owner's Lot in a neat and attractive manner, the Committee will notify such Owner in writing of any objectionable, detrimental or unattractive conditions existing on such Lot and request the Owner to eliminate the same. In the event any such Owner shall fail to eliminate any objectionable, detrimental or unattractive

conditions existing on such Owner's Lot within fifteen (15) days after receipt of written notice from the Committee specifying such objectionable or detrimental conditions, then, in such event, the Committee and/or the Association is authorized to eliminate such conditions and charge the cost of the same to such Owner, and each expense incurred by the Committee and/or the Association in such event shall be added to, be a portion of and secured in the same manner as a special assessment against such Lot for the following year. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a Owner fail to do so after being duly notified, the Committee, the Association and their respective Members, directors, officers, employees, agents, contractors and attorneys shall not be liable, and they are hereby expressly relieved from any liability for trespass or other tort in connection with or arising from such action.

Section 6.18 Noise. Except in an emergency or when unusual circumstances exist (as may be determined by the Association), outside construction work, outside yard work or noisy interior construction work shall be permitted only after 8:00 a.m. and before 8:00 p.m. In addition, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the Board. No noise or other nuisance (including, without limitation music, voices or machine noise) shall ever be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other Lot or its occupants.

Section 6.19 Night Lighting. No Owner shall illuminate or use any outdoor lighting, including, without limitation, tennis court lights, that the Board may deem to be annoying or disturbing to neighboring Owners after the hour of 9:00 p.m.

Section 6.20 Mining and Drilling. No property within the Hunterwood Subdivision or subject to this Amendment shall be used for the purpose of mining, quarrying, drilling or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.

Section 6.21 Underground Storage Tanks and Hazardous Activities. No Owner shall maintain on such Owner's Lot any underground storage tank that contains oil, gasoline, other hydrocarbons or any substance that may be classified or considered as a dangerous, toxic or hazardous substance. In addition, no activity shall be conducted on any Lot and no Improvements shall be constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no fire arms shall be discharged and no open fires shall

be lighted or permitted on any Lot except (i) in a contained barbecue unit while attended and in use for cooking purposes, and (ii) within a safe and well-designed interior fireplace. The discharging of fireworks within Hunterwood Subdivision or on any Lot is expressly forbidden.

Section 6.22 Nuisance. No nuisance shall ever be erected or suffer to remain or continue to occur on any Lot, provided, however, that the Association shall be the sole and exclusive judge as to what constitutes a nuisance.

Section 6.23 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number (as may be determined by the Association) of dogs, cats or household pets may be kept provided that they are not noxious, offensive, vicious (for example pit bull terriers shall not be permitted within Hunterwood Subdivision), diseased or dangerous as may be determined by the Association in its sole discretion. If any noise or odor emitted by, and any discharge or waste from, any animal (including without limitation dogs, cats or other domestic pets) which can be seen, heard or smelled outside the perimeter of the subject Owner's Lot shall be deemed to be a nuisance or to be noxious or offensive by the Association in its sole discretion, the Association may take such action that the Association may deem to be necessary or appropriate to rectify the situation, which action may include (without limitation) the prohibition from keeping such animal or the restriction of the location or the confinement of such animal on the Owner's Lot or within the Residence. If such household pets or their behavior is deemed to be a nuisance or to be dangerous, threatening, noxious or offensive by the Association in its sole discretion, the Association may take any action that the Association may deem to be necessary or appropriate to rectify the situation, which action may include (without limitation) a prohibition from keeping such animal or a requirement that any such animal be confined to a fenced backyard, caged area or kept within the Residence. Each Owner or Resident shall promptly clean and remove the discharge and waste of any pet whether on any Lot, or the streets, roads or common elements of Hunterwood Subdivision.

Section 6.24 Clothes Line. No clothing or other materials shall be aired or dried on any Lot, except in an enclosed structure or in an area adequately screened so as not to be seen from any other Lot or a street.

Section 6.25 Septic Tanks. No privy, cesspool or septic tank shall be placed or maintained on any part of any Lot.

Section 6.26 Designation of Fronts of Lots. Several provisions contained herein refer to the front, sides and back of

Lots. Lots subject to this Amendment shall be deemed to front as follows:

(a) Lots 1-19, Block 1 of Hunterwood Subdivision shall front on Hunterwood Drive;

(b) Lot 20, Block 1 of Hunterwood Subdivision shall front on Ripple Lane; provided that at the discretion of the Association Lot 20, Block 1 may face either Hunterwood Drive or Ripple Lane upon submission of a site plan by the Owner of such Lot;

(c) Lots 1-10, Block 2 of Hunterwood Subdivision shall front on Thamer Lane;

(d) Lots 11-18, Block 2 of Hunterwood Subdivision shall front on Hunterwood Drive;

(e) Lots 1-6, Block 3 of Hunterwood Subdivision shall front on Thamer Circle;

(f) Lots 7-10, Block 3 of Hunterwood Subdivision shall front on Thamer Lane;

(g) Lots 11-28, Block 3 of Hunterwood Subdivision shall front on Hunters Trail;

(h) [INSERT OTHER LOTS TO BE COVERED BY AMENDMENT]

Section 6.27 Subdivision of Lots. No Lot or Lots subject to this Amendment shall be re-subdivided in any manner except as provided in the following sentence. Any Owner owning two or more adjoining Lots subject to this Amendment, or owning a Lot and a portion of an adjoining Lot subject to this Amendment, except Lot 1, Block 1 and any of Lots 1, 2, 3, 4 and 5, Block 2 of Hunterwood Subdivision, may subdivide or consolidate such Lots into building sites, which will then be considered as one Lot (for all purposes except for the payment of assessments and other charges that may be levied under this Amendment), with privilege of placing or constructing Improvements as permitted in this Amendment on each resulting subdivided or consolidated Lot, provided that any such re-subdivision or consolidation does not result in more Lots than the number of the original full platted Lots involved in such re-subdivision or consolidation, and provided further that no resulting Lot from such re-subdivision or consolidation shall have a land area of less than 22,500 square feet of land. Any consolidated Lot shall be considered one Lot for purposes of membership and voting in the Association. However, for purposes of determining the share of maintenance assessments, if two Lots are consolidated the Owner shall pay maintenance assessments for two

Lots; and if three Lots are consolidated the Owner shall pay maintenance assessments for three Lots, etc. Likewise, if a Lot is consolidated with a partial Lot adjacent to it, the Owner shall pay maintenance assessments for one Lot plus a fraction of the maintenance assessments of the adjacent Lot (based on the square footage of such adjacent Lot).

## ARTICLE VII.

### General Provisions

Section 7.01 Duration. The conveyance, restrictions and provisions of this Amendment shall run with and bind the land subject to this Amendment, and shall inure to the benefit and be enforceable by the Association and the Owner of any land subject to this Amendment, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period the then Owners of seventy-five percent (75%) of the Lots subject to this Amendment shall execute and record an instrument amending, modifying, terminating or extending the conveyance, restrictions and provisions in whole or in part.

Section 7.02 Amendment. This Amendment is expressly subject to change, modification, termination or extension by means of amendment at any time and from time to time with the express written consent of the Board and Owners of at least seventy-five percent (75%) of the Lots. All Amendments shall be recorded in the Real Property Records of Harris County, Texas and shall be effective as of the date they are recorded.

Section 7.03 Properties Subject To This Amendment. All Lots of Hunterwood Subdivision and those Lots (described on Exhibit "A" attached hereto and incorporated herein) which are expressly made subject to this Amendment evidenced by the Owners' signatures below shall be held, transferred, sold, conveyed and occupied subject to the conveyances, conditions, restrictions, easements, charges and liens herein set forth. Additional property may become subject to this Amendment by proposing to annex such person's or entity's Lots, which proposal has obtained the prior written consent of the Board and the affirmative vote of a majority of the Members of the Association at a special meeting of such Members called for such purpose.

Section 7.04 Grandfather Clause. The application of the restrictions, conveyance and conditions contained herein shall be prospective only. Any condition presently existing, or previously

approved by the Committee (as defined under the Original Restrictions), that may violate the terms of this Amendment shall be grandfathered and be deemed not to be a violation of the same. However, any such condition shall not be exacerbated, worsened or artificially extended by any Owner in violation of this Amendment.

Section 7.05 Conflict With Zoning Laws. In the event, any restriction, covenant or condition contained herein conflicts with or differs from any zoning ordinance that may from time to time be in existence, the more restrictive of the two shall apply.

Section 7.06 Enforcement. This Amendment may be enforced by the Association or any Owners. Enforcement of this Amendment may be by a proceeding by law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of a new lien created by this Amendment; but failure by the Association or any Owner to enforce any conveyance, restriction or provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party.

Section 7.07 Validity And Severability. Violation of or failure to comply with this Amendment shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any Lot. Invalidation of any provision of this Amendment or any portion thereof by a judgment or court order shall not affect any of the other provisions or conveyances herein contained, which shall remain in full force and effect.

Section 7.08 Notices. Any notice required or permitted to be given hereunder to any Member or Owner shall be deemed to have been properly delivered and received when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as the Member or Owner on the records of the Association at the time of such mailing or may be given by personal delivery.

EXECUTED, on the date first above mentioned by the following Owners of Lots.

Address

Owners

[ADD SIGNATURE LINES AND ACKNOWLEDGEMENTS  
FOR EACH OWNER'S SIGNATURE]