
**DECLARATION OF
DEED RESTRICTIONS
FOR
BAYOU WOODS ESTATES**

***A RESIDENTIAL SUBDIVISION IN
HARRIS COUNTY, TEXAS***

NOTICE: THIS DOCUMENT SUBSTANTIALLY EFFECTS YOUR RIGHTS AND OBLIGATIONS AS AN OWNER OF REAL PROPERTY IN THIS SUBDIVISION. READ IT CAREFULLY. WITHOUT LIMITATION, YOU ARE SPECIFICALLY ADVISED AS FOLLOWS: (i) ARTICLE III PROVIDES FOR MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION, AND ARTICLE V PROVIDES FOR MANDATORY PAYMENT OF ASSESSMENTS TO THE ASSOCIATION AND A CONTINUING LIEN AGAINST YOUR LOT TO SECURE PAYMENT OF ASSESSMENTS WHICH MAY BE FORECLOSED EVEN IF THE LOT IS YOUR HOMESTEAD, (ii) ALL OWNERS AND TENANTS ARE REQUIRED TO MAINTAIN CAPABILITIES FOR RECEIPT OF NOTICES AND OTHER COMMUNICATIONS AND FOR PARTICIPATION IN MEETINGS BY "ELECTRONIC MEANS" (*SEE* ARTICLE II DEFINITIONS AND SECTION 8.04), AND (iii) IT IS THE RESPONSIBILITY OF ALL OWNERS AND TENANTS TO KEEP THE ASSOCIATION INFORMED AT ALL TIMES AS TO THEIR CONTACT INFORMATION, INCLUDING REQUIRED NOTICE TO THE ASSOCIATION WITHIN THIRTY DAYS AFTER ACQUIRING ANY OWNERSHIP OR LEASEHOLD INTEREST IN ANY LOT, AND UPON REQUEST TO PROVIDE LIENHOLDER AND OTHER INFORMATION (*SEE* SECTION 8.04).

**AFTER RECORDING RETURN TO:
WILSON, CRIBBS & GOREN, P.C.
Attn: Lou W. Burton
2500 Fannin Street
Houston, Texas 77002**

RP-2019-338074

DECLARATION OF DEED RESTRICTIONS FOR BAYOU WOODS ESTATES

A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

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A RESIDENTIAL SUBDIVISION IN HARRIS COUNTY, TEXAS

WHEREAS, **101 FARISH CIRCLE, LLC**, a Texas limited liability (the "**Declarant**" herein), is the current owners of all of that certain real property located in Harris County, Texas, as more particularly described in **Article I** hereof, and the said owner desires to create and carry out a general and uniform plan for the establishment, development, improvement, maintenance, occupancy and use of a residential community within the said real property for the mutual benefit of the Owners thereof.

NOW, THEREFORE, in order to carry out and continue a uniform plan for the Improvements, development, maintenance, sale and use of the properties within the "Subdivision" as herein defined, it is hereby declared that all of the properties within the Subdivision will be owned, held, occupied, used, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the Subdivision. These covenants and restrictions run with the said real property and are binding upon all parties having or acquiring any right, title, or interest in the Subdivision or any part thereof, and their heirs, predecessors, successors and assigns, and inure to the benefit of each Owner thereof.

SECTION 1.01 Property Subject to Declaration. The real property (the "Subdivision") which, by the recording of this Declaration, will be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is that certain real property located in Harris County, Texas, more particularly described as follows, to wit:

SECTION 1.02 Phased Development. Individual Lots in the Subdivision will be platted or replatted by Declarant during the Development Period and developed in phases, provided that no Lot may be replatted after initial platting thereof and the closing on the sale of the Lot to an Owner or Authorized Builder without the written consent of such Owner or Authorized Builder.. All such plats or replats must be Filed of Record and this Declaration will be amended accordingly by Declarant. The joinder, vote or consent of any Owner other than Declarant or any

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other Person will not be required for and Declarant may execute and File of Record any plat, replat or any other documents or instruments to fully effectuate the aforesaid phased development of the Subdivision, provided that no plat or replat shall authorize a Lot of less than two (2) acres in size. Each Owner, by acceptance of any right, title or interest in the Subdivision, thereby expressly authorizes and consents to all of the foregoing provisions.

SECTION 1.03 Related Subdivisions. Part of the Subdivision contains real property within Bayou Woods, Section Two, as more particularly described in the definition of "Related Subdivisions" as set forth in **Article II** hereof. It is the intent of Declarant and this Declaration to coordinate the provisions of this Declaration with current development within the Related Subdivisions, and for such purpose the Subdivision is submitted to the jurisdiction of the Association and the ACC, provided that in the event that any restriction, rule or regulation established by the Related Subdivisions is inconsistent with terms of this Declaration, the terms of this Declaration should control.

Article II **Definitions**

Unless the context otherwise prohibits and in addition to other defined terms set forth herein, the following words and substantive provisions regarding the same when used in this Declaration will apply, mean and refer to the following:

"Architectural Control Committee" or "ACC" means the committee as established and organized by and pursuant to **Article IV** of this Declaration.

"Architectural Guidelines" means all rules, guidelines, standards, requirements, limitations, policies and procedures regarding (i) minimum construction standards, including acceptable exterior materials, colors, finishes and similar standards, requirements or limitations (ii) landscaping, appearance and/or maintenance standards, requirements or limitations, (iii) Protected Property Use Policies, and (iv) any other procedural, aesthetic, environmental or architectural guidelines, rules, guidelines, standards, requirements, limitations, policies or procedures as from time to time adopted or amended by the ACC or the Board in accordance with this Declaration, including **Section 4.02** hereof, as amended, regardless of nomenclature or manner of designation; provided, however, that the Architectural Guidelines shall not amend the provisions of this Declaration.

"Assessment(s)" (whether or not capitalized) means and includes any monetary obligations levied, charged or assessed against a Lot or Owner or otherwise owed by any Owner or Owner's tenant to the Association as permitted or required by the Governing Documents or by applicable law, including as provided in **Article V** of this Declaration (including without limitation Special Service Assessments as provided in **Section 5.05**).

"Association" means **BAYOU WOODS - OAK HILL ASSOCIATION OF PROPERTY OWNERS, INC.**, a Texas corporation, as heretofore incorporated under the laws of the State of Texas, and its successors (by merger, consolidation or otherwise) and assigns.

"Authorized Builder" means a builder approved in writing by the Declarant for purposes of initial construction of the main residence and/or related improvements on a Lot. An Owner may have more than one (1) Authorized Builder from time to time. The terms of such approval shall be set forth in a written instrument between Declarant and such Approved Builder. No Declarant approval of an Authorized Builder is assignable or otherwise transferrable. If any builder's status

as an Approved Builder is terminated by Declarant, Declarant shall provide prompt notice of such fact to the other Owners.

"Board" or **"Board of Directors"** means the Board of Directors of the Association which is the governing authority of the Association authorized to manager, administer and direct the affairs of the Association in accordance with this Declaration and other applicable Governing Documents.

"Bylaws" means the bylaws of the Association, as amended.

"Declarant" means **101 FARISH CIRCLE, LLC.**, a Texas limited liability company, and its successors and assigns if such successors or assigns (i) acquire all of the then remaining undeveloped or developed but previously unoccupied or unsold Lots within the Subdivision from Declarant for purposes of development and resale, or (ii) are expressly designated in writing by Declarant as a successor or assign of Declarant hereunder, in whole or in part.

"Declaration" means this Declaration of Deed Restrictions for Bayou Woods Estates, including Exhibits "A", "B" and "C" hereto which are incorporated by reference herein, and all lawful amendments thereto.

"Development Activities" means and includes all activities regarding construction, development, marketing and sale of all Lots and of all other land within the Subdivision, providing for and construction and development of utilities and other facilities, and conducting of all other construction, development, marketing and sales activities by Declarant, by Declarant's Related Parties, or by any Development Personnel as herein provided and/or as otherwise deemed necessary or appropriate by Declarant for the completion of all development of the Subdivision by Declarant or its designees, including without limitation as provided in Exhibit "C" to this Declaration.

"Development Period" means the period of time, beginning on the date of Filing of Record of this Declaration, during which Declarant retains and reserves either rights to facilitate the development, construction, and marketing of the Subdivision, or rights to direct the size, shape, and composition of the Subdivision, and ending on the earlier occurrence of (i) 180 days after the Initial Sale of the last Lot in the Subdivision; or (ii) upon the date of Filing of Record of Declarant's notice of termination of the Development Period, provided that at any time prior to complete termination of the Development Period Declarant may file one or more statements of limited termination of the Development Period to apply only to the specific functions, rights and/or responsibilities as stated therein.

"Electronic Means" means, refers to and applies to (i) any method of notices or other communications by email, by facsimile, or by posting on or other method of communication via an Internet website, or any combination thereof, as permitted by this Declaration or other applicable Governing Documents, or by applicable law, whereby the identity of the sender and receipt by the recipient can be confirmed, or (ii) holding of any meetings as permitted by the Governing Documents, or by applicable law, by using a conference telephone or similar communications equipment, or another suitable electronic communications systems, including videoconferencing technology or the Internet, or any combination thereof, whereby each participant may hear and be heard by every other participant. It is the obligation of each Owner and their tenant(s) to maintain the capability to receive any notices or other communications from the Association by, and to participate in any meetings as aforesaid by, Electronic Means in accordance with this Declaration, including **Section 8.04** hereof, and in accordance with other applicable Governing Documents.

"Filed of Record" or "Filing of Record" means an instrument that has been filed in, or the filing of an instrument in, the Official Public Records of Real Property of Harris County, Texas, or filed or filing in other public records as the context otherwise specifies or as may be permitted or required by applicable law.

"Governing Documents" means all documents and applicable provisions thereof regarding the use, maintenance, repair, replacement, modification or appearance of any properties within the Subdivision, including each Lot, or any rights, responsibilities or obligations of any Owners pertaining thereto, or to the Association, the Board or the ACC, including without limitation this Declaration, the Association's Articles of Incorporation, the Association's Bylaws, Rules and Regulations, Architectural Guidelines, all written decisions and resolutions of the Board and/or ACC, and all lawful amendments to any of the foregoing.

"Improvements" means, without implication that any particular matter is permitted or prohibited by this Declaration, any and all physical enhancements, modifications or alterations (by addition or deletion) within or to the Subdivision, including any Lot, and including without limitation (i) any grading, clearing, site work, utilities, landscaping, tree removal, irrigation, hardscape, flatscape, exterior lighting, establishment or alteration of drainage patterns or flow, drainage facilities, drainage devices, ponds, including detention or retention ponds, water features, and appurtenances of every type and kind, whether temporary or permanent in nature, and (ii) any residences, garages, porte-cocheres, carports, driveways, patios, porches, decks, balconies, terraces, awnings, buildings, outbuildings, storage sheds, generators, tennis courts, sport courts, recreational facilities, swimming pools, parking areas and/or facilities, storage buildings, sidewalks, walkways, trails, fences, gates, screening, retaining or any other walls, mailboxes, exterior air conditioning equipment or fixtures, any uses or devices as provided in applicable Protected Property Use Policies, and appurtenances of every type and kind.

"Initial Sale" means and occurs as to each Lot within the Subdivision (i) upon substantial completion of the construction of a single family residence and related Improvements upon the Lot, and (ii) the completion of the sale and the Filing of Record of the instrument(s) evidencing conveyance of title as to the Lot to a Person other than Declarant or an Authorized Builder, regardless of the order in which any of the foregoing occurs.

"Lot" means (i) any of the numbered plots of land shown upon any Plat as described in **Section 1.01**, (ii) any plot of land or tract created by lawful subdividing of the aforesaid plots of land prior to the Filing of Record of this Declaration, and (iii) any plots or tracts of land hereafter lawfully created after the Filing of Record of this Declaration, including as provided in **Section 7.11** regarding subdivision or combination of Lots. The term "Lot" does not include any Subdivision Facilities, or any commercial or excluded reserves as so designated by a Plat, if any.

"Owner" means, whether one or more Persons (i) the owner according to the Official Public Records of Real Property of Harris County, Texas of the fee simple title to a Lot, and (ii) the holder or purchaser from any mortgagee or other Person holding a lien, encumbrance or other security interest as of the date upon which any such holder or purchaser acquires title pursuant to any judicial or nonjudicial foreclosure or any proceedings in lieu thereof. "Owner" does not include any mortgagee or other Person holding a lien, encumbrance or other interest merely as security for the performance of an obligation.

"Person" means and includes any natural person, corporation, joint venture, partnership, association, trust, business trust, estate government or governmental subdivision or agency, and any other legal entity.

"Plat" means the map or plat of the Subdivision as described in **Section 1.01**, and all lawful modifications, amendments and/or replats as to the same.

"**Prevailing Community Standards**" means those standards of aesthetics, environment, appearance, architectural design and style, maintenance, conduct and usage generally prevailing in the Subdivision as reasonably determined by the Board or ACC at any given pertinent time and from time to time. As to each particular Regulated Modification and each other matter or circumstance considered as of the date of the evaluation Prevailing Community Standards include evaluation of (i) types and quality of workmanship, materials, design, colors, finishes, appearance and styles, and of location with respect to property lines, easements, setback lines, topography and finish grade elevations, (ii) general harmony and compatibility with surrounding aesthetics, appearance, and patterns of maintenance and use, with surrounding buildings, structures and other Improvements, and with surrounding grades, topography, finished grade elevations, locations, colors, finishes, styles, workmanship, type and quality of materials and designs, and (iii) compliance with this Declaration and other applicable Governing Documents, and with applicable governmental laws, ordinances and regulations.

"**Protected Property Use Policies**" means all rules, guidelines, standards, requirements, limitations, policies the procedures regarding protected property uses and devices as permitted or required by Chapters 202, 204 or 209 of the Texas Property Code or other applicable law, as from time to time adopted or amended by the Board in accordance with this Declaration, including **Section 7.17** hereof, as amended, regardless of nomenclature or manner of designation. .

"**Regulated Modification**" means (without implication that any particular matter is permitted or prohibited by this Declaration and without limitation as to **Article IV** hereof) the commencement, placement, construction, reconstruction or erection on, below or above the surface of any Lot of new Improvements, or modification, alteration, or addition to, any building, structure or other Improvements, and any usage thereof, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural scheme, appearance or standards, patterns of usage, or grades or topography, or any other Prevailing Community Standards as of the date of establishment of the Regulated Modification.

"**Related Parties**" means and applies as follows:

Owners and Tenants. Tenants of each Owner are Related Parties of that Owner, and with respect to each such Owner and each such tenant, Related Parties of each include (i) their respective family and other household members (including in particular but without limitation all children and other dependents), (ii) their respective guests, invitees, servants, agents, representatives and employees, and (iii) all other Persons over which each has a right of control or under the circumstances could exercise or obtain a right of control.

Association or ACC. Related Parties of the Association includes the ACC and include their respective officers, directors, partners, co-venturers, committee members, servants, agents, representatives and employees regarding all acts or omissions related to any of the foregoing representative capacities.

Declarant. Related Parties of Declarant include (i) as to Declarant and its affiliated companies, subsidiaries, partners and co-venturers, and all of their respective "affiliates", "owners" and "governing persons" (as defined in the Texas Business Organizations Code), and (iii) as to all of the foregoing, their respective officers, directors, administrators, committee members, servants, agents, representatives and employees regarding all acts or omissions related to any of the foregoing representative capacities. Related Parties have no authority to act on behalf of, or to bind or obligate Declarant except as expressly authorized by Declarant.

"Related Subdivisions" means any real property, in addition to and other than the Subdivision, which is subject to the jurisdiction of the Association, including each of the following residential subdivisions located in Harris County, Texas as more particularly described in deeds, plats, covenants, conditions, restrictions, easements, charges and liens applicable to each of the subdivisions, as amended (each separate residential subdivision, including Bayou Woods Estates, sometime referred to as a **"Section"**):

BAYOU WOODS, SECTION ONE, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 17, Page 34, Map Records of Harris County, Texas.

BAYOU WOODS, SECTION TWO, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 18, Page 46, Map Records of Harris County, Texas.

BAYOU WOODS, SECTION THREE, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 22, Page 54, Map Records of Harris County, Texas.

OAK HILL, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 46, Page 22, Map Records of Harris County, Texas.

"Rules and Regulations" means all rules, guidelines, standards, requirements, limitations, policies and procedures, including as permitted or required by Chapters 202, 204 or 209 of the Texas Property Code or other applicable law, concerning or regulating the appearance, maintenance, operation, use or occupancy of the Subdivision, including the Lots and Subdivision Facilities, or rights or obligations of Owners regarding the Subdivision or the Association, as from time to time adopted or amended by the Board in accordance with this Declaration, including **Section 7.18** hereof, as amended, regardless of nomenclature or manner of designation.

"Security System" means a controlled access gate and/or a security guard station with or without a security guard house located within a public right-of-way area within the entry area to the Subdivision to the extent permitted by the City of Houston or other authorities having jurisdiction. If not legally permissible, then the Security System shall consist of a security guard stationed in a car located within the Farish Circle cul-de-sac. The Security System may also include one or more security cameras located in common areas of the Subdivision or on the Lot of one or more Owners with each Owner's written approval in the Owner's sole discretion.

"Special Event Rental" shall mean a short-term rental as described in **Section 7.12.1** with respect to events of a national magnitude, such as the Super Bowl, World Cup Soccer and Olympics.

"Subdivision" means the residential community as more particularly described in **Section 1.01** hereof, and any other real property subjected to this Declaration as herein provided from time to time.

"Subdivision Facilities" means all properties, real or personal, and all common areas so designated herein or by a Plat which are intended for the common use of Owners, and all other facilities and services built, installed, maintained, operated or provided by or through the Association for the general benefit of the Subdivision and/or Related Subdivisions, including, without limitation, all other properties, real or personal, conveyed to or dedicated to the use of, or otherwise acquired by the Association for the common use or general benefit of, the Association,

the Subdivision and/or the Related Subdivisions, together with all Improvements thereon and appurtenances thereto.

Article III
BAYOU WOODS - OAK HILL
ASSOCIATION OF PROPERTY OWNERS, INC.

SECTION 3.01 Establishment of Association.

3.01.1 Organization. The Association has heretofore been organized and formed as a non-profit corporation under the laws of the State of Texas as a mandatory property owners' association as to the Related Subdivisions and is so hereby designated as to Bayou Woods Estates. The principal purposes of the Association are the collection, expenditure and management of the funds and financial affairs of the Association, enforcement of all provisions of the Governing Documents, providing for maintenance, preservation and architectural control within the Subdivision, the providing of such Subdivision Facilities as herein permitted or required, and the performance of all other acts and undertakings and the exercise of all authority reasonably incident to any of the foregoing or in furtherance thereof.

3.01.2 Powers. The Association has full right, power and authority to exercise and to enforce all provisions of this Declaration and all other Governing Documents, including without limitation (i) to exercise all powers available to a Texas nonprofit corporation, (ii) to exercise all powers of a property owners association pursuant to the Texas Property Code, including Section 204.010 thereof, and (iii) to exercise all implied powers incident to the foregoing or necessary or proper to the Association's express powers or purposes, subject, however, to any limitations expressly stated herein or in other Governing Documents.

SECTION 3.02 Board of Directors. The Association acts through a Board of Directors which is the governing body of the Association. The Board of Directors will manage the affairs of the Association as specified in this Declaration, the Bylaws and other applicable Governing Documents. Unless otherwise expressly required by applicable law, the Board of Directors will exercise and have all rights, powers, authority and responsibilities of the Association.

SECTION 3.03 Membership. Every Owner must be and is a Member of the Association, and as such is subject to and has such rights, responsibilities and obligations as set forth in this Declaration and other applicable Governing Documents. The Association is entitled to rely on the Official Public Records of Real Property of Harris County, Texas in determining such status as an Owner, and may require submission to the Board of appropriate certified copies of such records as a condition precedent to recognition of status as an Owner. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate any Owner's membership. No Owner, whether one or more Persons, may have more than one membership per Lot. Membership is appurtenant to and may not be separated from ownership of any Lot, and automatically passes with the title to the Lot.

SECTION 3.04 Voting Rights of Members.

3.04.1 One Vote Per Lot. There is one class of voting membership in the Association consisting of the Owners of the Lots. The Owner of each Lot, whether one or more Persons, is entitled to one (1) vote for each Lot owned as more particularly provided in the Bylaws of the Association.

3.04.2 Multiple Owners. When more than one Person holds an ownership interest in a Lot, all such Persons are Members, but in no event will they be entitled to more than one vote with respect to each particular Lot owned. The single vote, approval, or consent of such joint Owners must be cast or given in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners will be permitted to vote, approve, or consent as to any such matter upon which a majority decision cannot be reached. The vote, approval or consent of any single Owner from among such joint Owners is conclusively presumed to be cast or given in accordance with the decision of the majority of the joint Owners and with their full authority. The provisions of this **Section 3.04.2** apply to any vote, approval or consent by Owners as permitted or required by this Declaration, including as to any amendment of this Declaration as provided in **Section 8.04.1**.

3.04.3 Cumulative Voting Prohibited. Cumulative voting is prohibited as to any matter placed before the membership for a vote, including election of Directors.

3.04.4 Right to Vote. No Owner may be disqualified from voting in an election of a member or members of the Board of Directors, or on any matter concerning the rights or responsibilities of the Owner, unless otherwise permitted by law, including the Texas Property Code.

SECTION 3.05 Association Books and Records. The Association will keep current and accurate books and records of the business and affairs of the Association, including financial records, and including minutes of the proceedings at any meeting of the Board and any meeting of Owners. The ACC must also keep and maintain records as provided in **Article IV**. Promptly after each election of each Director or appointment of an ACC committee member, their predecessor, as applicable, must promptly deliver all such books and records in their possession or control to the Association. Every Owner may inspect and copy books and records of the Association in accordance with, and the Association must retain Association books and records in accordance with, the Association's policies as to the same adopted by the Board in accordance with Section 209.005 of the Texas Property Code.

SECTION 3.06 Limitation of Liability; Indemnification.

3.06.1 General. In this Section, "**Association Representative(s)**" means each current or former Director, governing person, officer, ACC member, delegate, employee and agent of the Association, as such terms are defined in the Texas Business Organizations Code. To the fullest extent allowed by the Texas Business Organizations Code, including Chapters 7 and 8 thereof or by other applicable law, an Association Representative is not liable to the Association, to any Owner or Member of the Association, or to any other Person for any act by the Association Representative in the Person's capacity as an Association Representative unless the Person's conduct was not exercised in good faith, with ordinary care, and in a manner the Association Representative reasonably believes to be in the best interests of the Association. To the fullest extent allowed by the Texas Business Organizations Code, including Chapter 8 thereof, the Association agrees to and is required to indemnify, defend, and hold harmless, and to advance expenses to, each Association Representative, INCLUDING, IN EACH CASE, FOR CLAIMS BASED ON OR ARISING FROM SUCH PERSON'S SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE, but excluding any such items incurred as a result of any act or omission for which the Association Representative is liable under the preceding provisions. The aforesaid indemnification provisions constitute a determination that indemnification should be paid and a contract to indemnify as contemplated by Sections 8.103(c) and 8.151(d)(2) of the Texas Business Organizations Code. Any repeal, amendment or modification of this **Section 3.06.1** may not adversely affect any rights or protection existing at the time of the amendment.

3.06.2 Security Monitoring Services. SECURITY IS THE SOLE RESPONSIBILITY OF LOCAL LAW ENFORCEMENT AGENCIES AND BY INDIVIDUAL OWNERS, THEIR TENANTS, AND THEIR RESPECTIVE RELATED PARTIES. Security monitoring services or devices may be provided at the sole discretion of and in such manner and detail as determined by the Board, except as provided for the Security System for the subdivision. The providing of any security monitoring services or devices at any time will in no way prevent the Board from thereafter discontinuing or otherwise temporarily or permanently modifying, terminating or removing, any security monitoring services or devices, in whole or in part, except for the Security System for the Subdivision without the approval of the Owners as provided in this Declaration. Any third-party providers of security monitoring services or devices (including with respect to the Security System) are independent contractors, the acts or omissions of which are not imputable to the Association or any of its Related Parties.

Article IV **Architectural Control Committee**

SECTION 4.01 Organization. The Architectural Control Committee (the "**ACC**") as currently established for the Related Subdivisions is hereby established for the Subdivision. The ACC must be composed of three or five persons. The chairperson of the ACC must be a Director, a majority of the ACC members must be Owners, but the remaining persons need not be Directors or Owners. All other members of the ACC will be appointed by, will serve at the discretion of and may be removed or replaced at any time by the Board. In the event of the death, resignation or removal of any person serving on the ACC the Board will designate a successor or successors who will have all of the authority and power of his or their predecessor(s). Until such successor has been appointed, the remaining member or members of the ACC have full authority to exercise all rights, duties and powers of the ACC.

SECTION 4.02 Architectural Guidelines; Fees. Subject to **Section 8.01.2**, the ACC or the Board may at any time adopt or amend reasonable Architectural Guidelines applicable to the Subdivision, including Lots and Subdivision Facilities, as it deems appropriate to maintain or reasonably enhance Prevailing Community Standards of the Subdivision at the time of adoption. Architectural Guidelines, as adopted by the ACC, are subject to review and amendment by the Board. In the event of conflict between the Architectural Guidelines adopted or amended by the ACC and any Architectural Guidelines adopted or amended by the Board, the Architectural Guidelines as adopted or amended by the Board will control. Without limitation of the foregoing, Architectural Guidelines may include the amount and manner of payment of any fees or charges reasonably anticipated to cover administrative costs, fees for architectural, engineering, construction, legal or other expert advice or consultation, and all other reasonable costs and expenses in connection with review and evaluation of an application with respect to a Regulated Modification (such costs and expenses sometimes herein referred to as "**Architectural Review Fees**"). Architectural Review Fees may also be determined and assessed on a case by case basis as determined by the Board or the ACC without the necessity for adoption of Architectural Guidelines as to the same.

SECTION 4.03 Function and Powers.

4.03.1 Submission of Plans Required. No Regulated Modification may be commenced, constructed, erected, placed, maintained or made upon any Lot or within any part of the Subdivision unless and until complete plans and specifications covering all aspects of the Regulated Modification (the "**Plans**") have been submitted to and approved in writing by the ACC. Notwithstanding anything contained herein to the contrary, during the Development Period, Plans are subject to the sole review and approval by Declarant as provided in **Section C2.01** of Exhibit "C" hereto, except that the ACC shall have joint approval authority with the Declarant with respect

to minimum Lot size, setbacks, and the location and height of the Improvements on the Lots consistent with the provisions of this Declaration. The ACC must evaluate all submitted Plans on the individual merits of the Plans and based on evaluation of the compatibility of the proposed Regulated Modification with Prevailing Community Standards and compliance with the Governing Documents as of the date of submission of the Plans. One complete set of Plans must be submitted with each request for approval unless a greater number is required by applicable Architectural Guidelines. PLANS ARE NOT CONSIDERED TO BE SUBMITTED UNTIL ALL PLANS AS SET FORTH BELOW ARE RECEIVED BY THE ACC. Any Plans to be submitted must specify, as applicable and in such detail and form as the ACC may reasonably require:

(a) a survey or site plan showing the location(s) of all proposed Regulated Modifications in relation to all current structures and other Improvements, including with respect to Lot lines, setbacks, topography and finish grade elevations;

(b) the dimensions, nature, design, kind, shape, height, and color scheme and textures of, and all materials to be used in the construction of, the Regulated Modification, including as sufficient to reflect quality and workmanship as to each;

(c) appropriate information concerning structural, mechanical, electrical, plumbing, grading, paving, decking and landscaping details;

(d) parking area, driveway and sidewalk plans;

(e) all exterior lighting, including photometric plan;

(f) all proposed screening, including as to size, location and method, as applicable;

(g) landscaping plans; including a tree protection plan as provided in **Section 7.07**;

(h) intended uses;

(i) copies of all required permits and any other approvals required by applicable law, including the City of Houston, Texas and other applicable governmental authorities;

(j) not more than one mailing or delivery address and not more than one email address to which any notices, responses or other communications as to the applicant for approval may be given, failing which the Lot address to which the Plans apply and the email address as registered with the Association as to the same will apply, and in either case mailing by regular mail or delivery of any notice, response or other communication to either the mailing or delivery address or to the email address will be sufficient; and

(k) any other information or documentation as may be requested by the ACC and/or as provided in any applicable Architectural Guidelines, and in any such case Plans will not be deemed to have been submitted to the ACC until receipt by the ACC of all such additional information and documentation.

SECTION 4.03.2 Preliminary Review and Approval Process for Regulated Modifications. Notwithstanding the requirements of **Section 4.03.1** with respect to the submission of final Plans for a Regulated Modification, a preliminary review and approval process is hereby established for the initial construction of a residence and related Improvements during the Development Period pursuant to the provisions of Exhibit "C" hereto.

4.03.3 Responses.

(a) General. The ACC has full authority to approve, conditionally approve or reject any Plans in accordance with this **Article IV**. Any conditional approval is subject to strict compliance with the stated conditions and is void in the event of any failure to comply therewith.

(b) Tentative Action. The ACC may tentatively approve, conditionally approve or reject Plans, in whole or in part, subject to corrections or changes as to one or more aspects of the Plans, the inclusion of requirements or conditions regarding the Plans or the receipt of additional information or documentation regarding the Plans. Written notice of any such tentative action must be given to the applicant. The applicant must fully and completely respond to the notice of tentative action within thirty days from the date of the notice failing which the Plans will be deemed rejected. The response by the applicant will be deemed a new submittal of Plans subject to review and final action by the ACC as otherwise herein provided.

(c) Conditional Approval Objections. For purposes of any appeal as set forth below, "reject", "rejection" or equivalent includes any condition of an approval as to which the applicant objects but only as to any such condition or conditions. Written notice as to each condition objected to must be given to the ACC within the applicable period for any appeal, and the notice must state the specific condition or conditions being objected to and the grounds for each objection itemized in reasonable detail.

(d) Failure of the ACC to Act or Rejection of Plans; Appeal to the Board. If Plans have not been approved, conditionally approved or rejected by the ACC within forty-five days from the date of receipt by the ACC (or such shorter period as provided herein regarding a Preliminary Submittal), then the Plans are deemed rejected. Whenever Plans have been deemed rejected or actually rejected by action of the ACC, the Owner who submitted the Plans must, if such Owner desires to proceed, appeal to the Board by submission of the Plans to the President or a Vice President of the Association as provided below with a written request for review of the Plans by the Board. Notwithstanding deemed or actual rejection of the Plans by the ACC, the Board will have the authority to approve, conditionally approve or reject the Plans.

(e) Failure of the Board to Act. If the Board fails to act within thirty days after Plans have been submitted with a request for review as above provided (or such shorter period as provided herein regarding a Preliminary Submittal), then:

(i) If the Plans were deemed rejected by inaction of the ACC, the Plans will be deemed approved as a result of the inaction of the Board; or

(ii) If the Plans were actually rejected by action of the ACC, then the Plans will remain rejected as a result of the inaction by the Board.

4.03.4 Rejection of Plans; Appeal for Review by Architects.

(a) If Plans are rejected under **Sections 4.03.2 or 4.03.3**, as applicable, whether express or implied, then the Owner may submit a written request to appeal the rejection as provided in this **Section 4.03.4**. For purposes of this **Section 4.03.4** "Plans" include a Preliminary Submittal and also applies to any specific condition of approval as to which the Owner has objected as above provided. The written request must include all Plans as required for review of the submission of the original Plans. The written request and Plans must

be sent to the President or a Vice President of the Association by certified mail, return receipt requested, or by receipted personal delivery. In the written request the Owner must designate an architect who will be the Owner's representative, and must state the name, mailing address, email, address and telephone number of the Owner's representative. If the Owner does not designate an architect as aforesaid to be the Owner's representative, then the written request for an appeal is not valid and the Association need not act upon the request.

(b) Upon receipt of a valid request from an Owner for appeal of the rejection of or as to specified conditions as to the Owner's Plans, the Board must, within ten days of receipt of such request, designate in writing an architect who will be the Association's representative and must state the name, mailing address, email, address and telephone number of the Board's representative. The Association must send a copy of such designation to the Owner who submitted the request for appeal, to the Owner's representative and to the Association's representative.

(c) The Owner's representative and the Association's representative must, within ten days after designation by the Board of the Association's representative, select and designate a third architect (the "**Third Architect**") who, together with the Owner's representative and the Association's representative, must review the Plans originally submitted to the ACC and the Board for review.

(d) All architects designated or selected as above provided must be licensed to practice architecture under the laws of the State of Texas.

(e) Neither the Association, the Board, the ACC nor the architects acting in connection with an appeal may approve or conditionally approve any Improvements, additions, alterations or any other Regulated Modification which do not conform to the Governing Documents.

(f) The costs of the Owner's representative must be paid by the Owner. The costs of the Association's representative must be paid by the Association. The costs of the Third Architect must be paid equally by the Owner and the Association. The Board may require the Owner to deposit with the Association the Owner's estimated share of the costs of the Third Architect. If the Board elects to do so, the Board must so state this requirement and the amount of the Owner's deposit in its designation of the Association's representative as above provided. Payment of the deposit must be received by the Association as a condition to any further action.

(g) A majority of the three architects will have the authority to approve, conditionally approve or reject the Plans in accordance with the Governing Documents. If the three architects fail to act within twenty days after designation of the Third Architect, then the Plans will be deemed rejected. By written instrument from the Owner to the three architects, the Owner may extend the time for the architects to act by not more than sixty days.

4.03.5 Commencement and Completion of Work; Inspections. Upon approval or conditional approval of Plans, whether express or implied, work as to all of the same must commence as soon as practical thereafter, and all work must be continuously and diligently prosecuted to completion. Such work must include, as applicable, full compliance as to all conditions as to a conditional approval. Written notice of completion of all work must be given by the applicable Owner to the ACC promptly after completion. The ACC or its representatives may, at any time during the review process, or during the work in progress or within 120 days after receipt of a written notice of completion of all work, enter the applicable Lot for purposes of inspection regarding the review process, the work in progress or the completed work. Except in

the case of an emergency or unless otherwise agreed by the Owner and the ACC, not less than 72 hours written notice must be given as to any such inspection by posting on the front door of the applicable residence, by Electronic Means or as otherwise permitted by this Declaration. If the ACC determines the work in progress or as completed does not fully comply with the applicable approval or conditional approval, or with any other applicable provisions of the Governing Documents, then the ACC may so notify the applicable Owner as aforesaid, and may thereby require within a specified period of time such modifications, additions, removals and/or restorations as deemed necessary to obtain full compliance.

4.03.6 Unapproved Regulated Modification; Fines.

(a) Any Owner, Authorized Builder or other builder or person who commences, constructs, erects, places or maintains any Regulated Modification upon any lot or elsewhere within the Subdivision, without obtaining prior written approval of the ACC, assumes sole liability for all claims, damages, fines, costs and attorney's fees relating, directly or indirectly, to the unapproved Regulated Modification. Without limitation of the foregoing, the ACC may require that the unapproved Regulated Modification be removed in its entirety and that all areas affected thereby be restored to their original condition, or that the Regulated Modification be altered, modified or changed within a specified period of time as deemed necessary by the ACC to obtain approval or conditional approval or to otherwise fully comply with the Governing Documents, all at the sole cost of the applicable Owner.

(b) Without limitation of subsection (a) above, a fine in the amount of \$500.00 per day may be imposed as a specific assessment by the Board for each day as to placement, construction or maintenance of any Regulated Modification which has not been approved or conditionally approved in accordance with this **Article IV**, beginning on the first day any such placement, construction or maintenance is commenced and continuing until approved or conditional approval is obtained or any other violations are fully cured. In addition or alternately, the Board may fix the amount(s) of and/or set the frequency of fines on a case by case basis as to any violations of this **Article IV** based on the nature, frequency, severity or effect of the violation(s).

SECTION 4.04 No Waiver or Estoppel. EXCEPT FOR COMPLIANCE WITH THE PLAN APPROVAL PROVISIONS OF THIS **ARTICLE IV**, NO APPROVAL (EXPRESS OR IMPLIED) OR CONDITIONAL APPROVAL AND NO OTHER ACTION OR OMISSION OF THE ACC, THE BOARD, THEIR RELATED PARTIES OR ANY DESIGNATED ARCHITECTS, INCLUDING ANY INSPECTION OR FAILURE TO INSPECT AS HEREIN PROVIDED, WILL EVER CONSTITUTE A WAIVER AS TO ANY OTHER PROVISIONS OF THE GOVERNING DOCUMENTS OR PRECLUDE BY WAIVER, ESTOPPEL OR OTHERWISE FULL ENFORCEMENT THEREOF.

SECTION 4.05 Variances. With respect to the construction of a Regulated Modification, the Board may grant specific variances to Architectural Guidelines, to Rules and Regulations and to the general restrictions, covenants and conditions set forth in **Article VII** of this Declaration, but not with respect to minimum Lot size, the minimum square footage of the main residential dwelling or Drainage Devices on each of the Lots. A variance may be granted only with respect to specific instances upon written request therefor, is not binding with respect to any other request for a variance, whether or not similar in nature, and does not constitute a waiver, modification, amendment or repeal of any provisions of any Governing Documents except for the limited purpose(s) of and only to the extent of the specific variance expressly granted. A variance may be granted only upon specific findings (i) that the variance is necessary due to unusual circumstances which are reasonably beyond the control of the applicant to mitigate or rectify, or in other circumstances, such as due to topography or natural obstructions, as to which the Board

determines a variance will result in a material enhancement to the applicant's Lot and/or to the Subdivision, and (ii) that the granting of a specific variance will not materially and adversely affect the architectural, aesthetic or environmental integrity of the Subdivision or the scheme of development therein. Whether or not so stated in a variance and notwithstanding anything in a variance to the contrary, a variance extends only for the period of time during which, and continues to apply only to the extent that, the circumstances which formed the basis therefor continue to exist. The Board retains full authority as to any variance at any time to terminate or modify the same in accordance with any such change in circumstances.

SECTION 4.06 Limitations of Liability; Records.

4.06.1 The ACC is not required to maintain records of any of its meetings. The ACC must keep and maintain records evidencing the final decisions of the ACC regarding all requests for approval of Plans and requests for variance for not less than four years. The ACC must also maintain a record of all current Architectural Guidelines, if any, and must provide copies to Owners upon written request and at the Owner's expense.

4.06.2 Except as otherwise expressly provided in this Declaration, the Association, the Board, the ACC and their respective Related Parties are not liable to any Owner, the Owner's tenants, the Related Parties of either, or to any other Person for any acts or failure to act or in connection with any approval, conditional approval or rejection of Plans or request for variance. The foregoing limitations of liability apply without limitation to mistakes in judgment, negligence, malfeasance, or nonfeasance. Each Owner is wholly and solely responsible for compliance with all building codes, permitting requirements and other applicable law.

Article V **Assessments**

SECTION 5.01 Obligation for Payment of Assessments. Each Owner of a Lot, by acquisition of any rights, title or interest therein or acceptance of an executory contract of conveyance, or a deed or other instrument of conveyance therefor, whether or not so expressed therein, thereby and hereby covenants and agrees to pay to the Association all Assessments as provided herein, including, without limitation, **Article V**, and in all other applicable Governing Documents. Assessments will be prorated at the time of closing on the sale of a Lot, from the first day of the month following the month in which the closing occurs. In addition to the continuing Assessment lien as hereafter provided, each Assessment is the personal obligation of each Owner of the Lot charged therewith at the time liability for the Assessment accrued notwithstanding any subsequent transfer of ownership. Any transferee (or prospective transferee) is entitled to a statement from the Association setting forth all assessments due as of the date of the written request as provided in Chapter 207 of the Texas Property Code.

SECTION 5.02 Base Rate and Subsequent Computation of Annual Assessments; Due Dates. The amount of the annual assessment for 2019 per Lot (and continuing during 2019 and thereafter unless and until modified as herein provided) is THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00) per Lot per year. The Board will adopt a budget at least annually to determine sums necessary and adequate to provide for the estimated expenses of the Association for the succeeding 12-month period, including funding of capital, contingency and other reserves. The Board will set the amount of the annual assessment based on the budget, provided that the Board may approve an annual budget or an amendment of an annual budget that increases the budget by more than ten percent (10%) only at an open meeting of the Board after notice thereof is given to all Owners. Written notice must be given to the Owners of all Lots as to the amount of the annual assessment. Each annual assessment is due and payable on the first day of January of each calendar year.

SECTION 5.03 Special Assessments. In addition to the other assessments authorized herein, including other special assessments, the Board may levy special assessments at any time during each fiscal year for purposes of defraying, in whole or in part, any expenses not anticipated by the budget then in effect, or to replace part or all of any contingency, capital or other reserve fund, or for any other purpose as deemed necessary or appropriate by the Board. So long as the total amount of special assessments in any one fiscal year allocable to each lot does not exceed fifty percent (50%) of the amount of the annual assessment then in effect, the Board may impose the special assessment without a vote or the approval of any Owner; provided, at least thirty days written notice must be given to all Owners of any such special assessment. Special assessments allocable to each Lot exceeding the foregoing limitation will be effective only if approved by the Owners of a majority of the Lots then contained within the Subdivision. The approval may be obtained in any manner as provided for approval of an amendment of this Declaration. Special assessments are payable as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

SECTION 5.04 Specific Assessments. Specific assessments are assessed against individual Lots and the Owner(s) thereafter and may apply to one or several but not all Lots. Specific assessments include (i) interest from the due date as to each and all delinquent Assessments at the rate of the lesser of ten percent (10%) per annum or the maximum legal rate, (ii) a late charge in the amount of \$25.00 per month or such other reasonable amount or amounts as from time to time determined by the Board, as to each assessment account for each Lot which is not paid in full by the end of each month, (iii) all costs or expenses reasonably attributable to or incurred by reason of a breach or violation of or to obtain compliance with any provisions of the Governing Documents, including reasonable attorney's fees, and (iv) fees to provide statements of assessments or resale certificates, or to process changes of ownership or tenancy or applications for architectural approval, or to provide other services specific to individual Lots or Owners, and (v) all other monetary obligations established by or pursuant to the Governing Documents or which are otherwise permitted or authorized by law. Specific assessments are due and payable immediately upon the occurrence of the event giving rise to liability for payment of the same. For good cause shown as determined in the sole opinion of the Board, the Board may waive, wholly or partially, imposition of any specific assessment.

SECTION 5.05 Special Service Assessments.

5.05.1 Bayou Woods Estates Special Service Assessments.

(a) Security System and Private Garbage Service. Declarant will use its best efforts to provide to the Subdivision a Security System and a private garbage service with designated pickup adjacent to the main residence on each Lot if and to the extent permitted by applicable governmental authorities. Such Security System and private garbage service may, but are not required to, become operational until July 15, 2021, and the Special Service Assessment applicable thereto will commence as of such date. From the commencement of the operation of the Security System and/or private garbage service for the Subdivision until July 15, 2022, the Owner of each Lot in the Subdivision, with the exception of the Declarant, is obligated to pay Special Service Assessments applicable to the Security System and private garbage service for the Subdivision, as applicable. From and after July 16, 2022, the Owner of each Lot in the Subdivision, inclusive of the Declarant, is obligated to pay Special Service Assessments applicable to the Security System and private garbage service for the Subdivision, as applicable. The Security System and private garbage service as originally established by Declarant will be maintained and managed by the Association. The Board will budget for and set the amount(s) of Special Service Assessments to cover all costs and expenses as to the acquisition, construction,

maintenance and management of and to maintain reasonable reserves as to the Security System and private garbage services, as applicable. The initial budget for these Special Service Assessments will be adopted and the amount will be prorated for the year of commencement but will otherwise be budgeted for, prorated and paid in the same manner as regular assessments. If any change is proposed as to the Security System or private garbage service (other than the Association's right to replace garbage providers as the Board deems necessary or the manner or detail as to the maintenance and management of the same by the Board), then the proposal must be approved by the Owners of eighty percent (80%) or more of the Lots in the Subdivision during the Development Period, and by the Owners of sixty-seven percent [67%] or more of the Lots in the Subdivision and the Board thereafter. Any Owner approval as aforesaid may be obtained in any manner permitted for amendment of this Declaration as provided in **Section 8.03.1**. The Association must File of Record an amendment of this Declaration or other applicable dedicatory instrument reflecting any such approval. Upon approval of any proposal as aforesaid the Board will adjust the applicable budget and set the applicable Special Service Assessments accordingly (including an increase or reduction if and as applicable), effective as of the commencement of the change(s) in service(s).

(b) Private Sanitary Sewer Line. A Special Service Assessment is hereby established to cover all costs and expenses as to the maintenance and management of the Private Sanitary Sewer Line as provided in **Section 6.01.2**, and to maintain reasonable reserves as to the same. The amount of this Special Service Assessment is TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per Lot per year for 2019 and thereafter unless and until modified as herein provided. This Special Service Assessment will commence as to each Lot upon the Initial Sale of each Lot. Upon termination of the Development Period the Board will budget for and set the amount of this Special Service Assessment and the same will be budgeted for, prorated and paid in the same manner as regular assessments.

5.05.2 Other Special Service Assessments. The Board, or the Owners in the Subdivision and in the Related Subdivisions with the approval of the Board, may approve providing of other services such as a patrol or curtesy officer service or the addition of any common area or facility which will be provided, maintained and managed by the Association as to the Subdivision and the Related Subdivisions other than as provided in **Section 5.05.1**. In any such case the proposal must be approved on a Section by Section basis by the Owners of sixty-seven percent (67%) or more of the Lots in each Section ("Section") being defined in the definition of "Related Subdivisions" in **Article II**). Upon approval the Board will budget for and adopt Special Service Assessments to cover all costs and expenses as to the acquisition, construction, maintenance and management of and to maintain reasonable reserves as to the approved services and/or approved addition of any common area or facilities. Any Section which does not approve a Special Service Assessment proposal will be excluded from the applicable services or use of the applicable common area or facility and any Special Service Assessment as to the same. In like manner the Board, or the Owners within one or more Sections with approval of the Board, may propose and approve Special Service Assessments exclusively for the applicable Section or Sections. Any Owner approval as required by this **Section 5.05.2** may be obtained in any manner permitted for amendment of this Declaration. The Association must File of Record an amendment of this Declaration or other applicable dedicatory instrument reflecting any such approval. Approval at a meeting of Owners, in whole or in part, means separate meetings of Owners of each Section as applicable or a separate vote at any combined meeting by Owners within each Section.

SECTION 5.06 Lien for Assessments.

5.06.1 All sums assessed against each Lot for Assessments are secured by a continuing lien on such Lot in favor of the Association. The recordation of this Declaration

constitutes record notice and perfection of the Association's continuing lien as to the Subdivision, effective from the date of recordation of this Declaration. No further recordation of a claim of lien or other notice of any type or kind whatsoever is required to establish or perfect such lien. To further evidence such lien, the Association may, but is not required to, from time to time prepare and File of Record written notice of default in payment of assessments applicable to one or more Lots, in such form as the Board may direct.

5.06.2 Each Owner, by acquisition of any Lot within the Subdivision or any right, title or interest therein, expressly grants to and vests in the Association (i) the right and power to bring all actions against each Owner, personally for the collection of all delinquent Assessments as a debt; (ii) the right and power to foreclose the Association's continuing lien for Assessments by all methods available for the enforcement of a mortgage, deed of trust or any other contractual lien, including foreclosure by an action brought in the name of the Association either judicially or nonjudicially by power of sale; and (iii) a continuing power of sale in connection with the nonjudicial foreclosure of the Association's continuing lien for Assessments as herein provided.

5.06.3 The Association's continuing lien securing payment of assessments is superior to all other liens or encumbrances on each Lot except (i) a lien for real property taxes and other governmental assessments or charges on a Lot, (ii) a first lien securing payment of purchase money for a Lot, or a lien securing payment for work and materials used in constructing Improvements on a Lot, (iii) an extension of credit (commonly known as a home equity loan) or a reverse mortgage made in accordance with and pursuant to Section 50, **Article XVI**, of the Texas Constitution, as amended, and (iv) such other mortgages, deeds of trust, liens or other encumbrances to which the Board may from time to time by written agreement specifically and expressly agree, subject to such terms and conditions as set forth in the applicable written agreement.

5.06.4 The provisions of this **Section 5.06** are subject to Texas Property Code, Section 209.009 regarding foreclosure sales that are prohibited in certain circumstances, Section 209.0091 regarding notices to certain lienholders, and Section 209.0092 regarding applications for expedited foreclosure and applicable rules of the Texas Supreme Court regarding the same. The Board will adopt and may from time to time amend assessment collection policies in accordance with applicable provisions of the Texas Property Code.

Article VI

Maintenance; Casualty Losses

SECTION 6.01 Association Maintenance Responsibilities.

6.01.1 General. The Association will maintain, repair and replace all Subdivision Facilities, and keep the same in good repair. This maintenance includes, without limitation, maintenance, repair, and replacement of all landscaping, irrigation and other Improvements situated on any real property which is a part of the Subdivision Facilities.

6.01.2 Private Sanitary Sewer Line and Easement.

(a) From and after termination of the Development Period, the Association will maintain, repair and replace a private sanitary sewer line for the benefit of the Subdivision (the "**Private Sanitary Sewer Line**") within the easement area as depicted in Exhibit "A-2" attached hereto and incorporated by reference herein (the "**Private Sanitary Sewer Line Easement**"). The Private Sanitary Sewer Line will be initially constructed and installed within the Private Sanitary Sewer Line Easement by Declarant and Declarant must thereafter maintain the same until termination of the Development Period at the sole cost of Declarant. The Private

Sanitary Sewer Line includes only (i) the sewage line from the point of connection to the main public sewage line(s) at the boundary line of the Subdivision as depicted in Exhibit "A-2" to the points of each connection to a line or lines which service each Lot, and (ii) any filtration system, pipes, lines, wires, conduits, valves, manholes, and other components, equipment or facilities which are an integral part of any of the foregoing.

(b) Declarant hereby reserves and dedicates the Private Sanitary Sewer Line Easement in favor of Declarant, the Association and their Related Parties for purposes of the construction, installation, maintenance, repair, operation, removal and/or replacement the Private Sanitary Sewer Line within the Private Sanitary Sewer Line Easement as herein provided. The Private Sanitary Sewer Line Easement also includes all necessary rights of ingress, egress and regress to and from the same. Upon completion of construction, installation, maintenance, and/or repair work hereunder, Declarant or the Association, as applicable, must promptly restore the effected Lot or Lots to a condition at equal to that existing immediately prior to exercising any rights granted hereby. Otherwise maintenance of the Private Sanitary Sewer Line Easement and payment of all costs thereof are the sole responsibility of the Owner of each Lot upon which the same is located.

(c) The Private Sanitary Sewer Line Easement is a private easement that has not been dedicated to (and is not hereby dedicated to) the City of Houston, Texas, or to any other governmental agency, or to the public. Declarant during the Development Period and the Association thereafter reserve and retain the right to dedicate the Private Sanitary Sewer Line Easement and appurtenant rights as herein provided to the public, or to a public, quasi-public or governmental entity, subject to the provisions hereof.

(d) All costs of the Association for the maintenance, repair, operation, removal and/or replacement the Private Sanitary Sewer Line within the Private Sanitary Sewer Line Easement as herein provided will be assessed to the Owners as a Special Service Assessment as provided in **Section 5.05.1(b)**.

SECTION 6.02 Owner Maintenance Responsibilities.

6.02.1 General; Interior Maintenance. Except as otherwise herein expressly provided, all maintenance, repair and replacement of and as to each Lot and all Improvements thereon is the sole responsibility of the Owner thereof. Each Owner must maintain their Lot and all Improvements thereon at all times in such manner as to obtain and maintain Prevailing Community Standards and in accordance with this Declaration and other Governing Documents. Without limitation of the foregoing, each Owner must properly maintain, at each Owner's sole cost and expense, the interior of the Owner's residence and garage, including all fixtures, equipment, appliances, things and devices located therein. Maintenance which affects the exterior appearance of a residence, garage or other Improvements is subject to the applicable provisions of **Article IV** regarding ACC approval.

6.02.2 Residences and Other Improvements. Each Owner must maintain the exterior of each Owner's residence, garage, and all other buildings, structures, fences, walls, recreational equipment and Improvements located upon each Owner's Lot, in an attractive, sound and well maintained condition, including proper maintenance and repair as needed of paint, bricks, siding, roofs, exterior walls, driveways, parking areas and all other exterior portions of the Owner's residence and garage. Without limitation of the foregoing, each Owner must provide proper repair and maintenance and/or removal and replacement if so elected by the applicable Owner as and when needed as follows (the term "residence" includes garage, as applicable):

6.02.3 Landscaping.

(a) All maintenance, of all lawn and landscape areas as to each Lot, including, without limitation, all shrubbery, trees, flower beds, vegetation and all other landscaping, either natural or artificial, must be properly maintained by and at the sole cost of the Owner of each Lot. Such maintenance for each Lot must be in accordance with the seasons and as reasonably necessary to obtain and maintain on a consistent and continuing basis a sanitary, healthful and attractive condition and appearance, and to eliminate any condition which may cause or create any unsanitary condition or become a harborage for rodents, vermin, pests or any wood or other infestations.

(b) Maintenance for each Lot as provided in subsection (a) must include as applicable and without limitation: (i) regular mowing and edging of grass and lawn areas, (ii) regular trimming and pruning of plants, shrubs, trees and all other landscaping as applicable, (iii) prompt treatment and control as to any rodent, vermin, pests or any wood or other infestations, including as to fleas, ticks, mosquitoes, caterpillars, pill bugs, grubs, snails, worms, termites, bees, wasps or bee hives, mice, rats, squirrels or gophers, (iv) prompt treatment and control as to any lawn or landscape diseases, including as to large patch, brown patch, leaf spots, fungus, mold, mildew, rust and smut (v) prompt removal and replacement of like kind and quality of any dead, diseased, noticeably unhealthy or materially damaged grass or lawn areas, plants, shrubs, trees, including stumps, and any other landscaping, (v) proper utilization and operation of any irrigation or detention system for the Lot, and proper maintenance and prompt repair or replacement of any damaged, defective or improperly functioning parts thereof, and (vi) full compliance with all other lawn and landscape maintenance obligations in accordance with the Governing Documents.

(c) Notwithstanding subsections (a) or (b) above, areas upon any Lot within or directly adjacent to Buffalo Bayou or any other pre-existing natural creek and the natural shore line areas thereof may remain in a natural state or other physical state required by applicable law, subject to applicable Architectural Guidelines or Rules and Regulations, if any, to the extent not inconsistent with applicable law.

6.02.4 Right of Entry and Inspection; Owner's Default.

(a) Compliance Inspections; Required Work. In the event the Board or ACC determine that an Owner may have or has failed or refused to discharge properly the Owner's maintenance obligations as provided in this **Article VI**, then the Board or ACC may conduct inspections of any affected Lot, the exterior of the residence and all other buildings, structures and Improvements thereon (a "**Compliance Inspection**") and/or perform the repair, replacement or maintenance (the "**Required Work**") in accordance with this **Section 6.02.4**. The Board or ACC must give reasonable notice of intent to conduct a Compliance Inspection, either by posting of the notice on the front door of the residence at the applicable Lot or in any other manner permitted by the Governing Documents. The Board or ACC must give written notice to the Owner of the Required Work and/or intent of the Association to perform the Required Work as provided in Texas Property Code, Section 209.006. If the Owner fails to fully and adequately perform the Required Work within the cure period as stated in the notice, then upon not less than ten days additional written notice to the Owner and Owner's continued failure to perform the Required Work, the Association may perform any or all Required Work.

(b) Costs; Decisions; No Liability. All costs and expenses of conducting a Compliance Inspection as to which a violation is determined to exist, and all costs and expenses of Required Work performed by the Association will be assessed against the applicable Lot and the Owner thereof as a specific assessment which must be paid within ten

days after notice of the same is given to the applicable Owner. The Association, the Board, the ACC and their Related Parties have a continuing right and easement for ingress, egress and regress as to and are not liable for trespass or any other tort or claim for damages in connection with any actions or failure to act pursuant to this **Section 6.02.4**.

SECTION 6.03 Casualty Losses - Owner Responsibilities.

6.03.1 Required Repair, Permitted Removal. Whether or not insured, in the event of damage, casualty loss or other destruction to all or any portion of a residence, garage, building, structure or other Improvements (the "**Damaged Improvements**"), the Damaged Improvements must be repaired, reconstructed or replaced in its entirety, or it must be demolished and removed as hereafter provided.

6.03.2 Manner of Repair or Removal. All repair, reconstruction or replacement of a Damaged Improvements must be performed in such manner as to restore the Damaged Improvements to substantially the same exterior dimensions and appearance (including as to color, type and quality of materials and architectural style and details) as, and must be located in substantially the same location as, when the Damaged Improvements was originally constructed, or to such other appearance and condition as approved by the ACC. If a Damaged Improvements is not repaired, reconstructed or replaced as aforesaid, then the Damaged Improvements must be removed in its entirety from the Lot and the Subdivision, including removal of any foundation, and all other restoration work must be performed, including grading and sodding, as is required such that after demolition and removal Prevailing Community Standards are maintained as reasonably determined by the ACC.

6.03.3 Time Limits. All work regarding a Damaged Improvements must be completed within seven hundred thirty days as to a residence, including appurtenant garage, and within one hundred fifty days as to any other Damaged Improvements after the date of occurrence of the damage, casualty loss or other destruction; or, where such work cannot be completed within the applicable period of time, the work must be commenced within such period to the extent reasonably practicable, and completed within a reasonable time thereafter. In all events, all such work must be completed within seven hundred thirty days as to any residence, including appurtenant garage, and within two hundred days as to any other Damaged Improvements after the date of occurrence of the damage, casualty loss or other destruction unless, for good cause shown as determined in the sole good faith discretion of the ACC, a longer period is approved in writing by the ACC.

6.03.4 Utilities. Notwithstanding any other provisions hereof to the contrary, and whether or not insured, any damage or destruction to utility lines or other facilities which disrupt or interfere with utility services to any other Lot, residence or Subdivision Facilities must be repaired or replaced as soon as practical. All due diligence must be exercised to complete all such repairs or replacements, and the Board or ACC may require installation of temporary utility lines or other temporary facilities pending completion of the repairs and/or replacements if necessary to prevent disruption of utility services to any other Lot, residence or Subdivision Facilities.

6.03.5 ACC Approval Required. The provisions of **Article IV** apply to all work and any other activities pursuant to the requirements of this Section.

SECTION 6.04 Owner Insurance. Notwithstanding any provisions of this Declaration or any other Governing Documents (i) obtaining of liability and property insurance regarding and for each Lot and all Improvements thereon (including residences and appurtenant structures and the contents thereof) is the sole responsibility of the Owner, Tenant and/or other

occupant thereof, and (ii) the Association and its Related Parties have no obligation whatsoever to confirm obtaining of any insurance as aforesaid and have no other responsibilities regarding any of the same.

Article VII

General Restrictions, Covenants and Conditions

SECTION 7.01 Residential Use.

7.01.1 **General.** Each and every Lot is hereby restricted to single family residential use only. No residence may be occupied by more than one single-family. The term "**residential use**" is to be construed to prohibit the use of any Lot or the residence thereon for apartment houses or other type of dwelling designed for multi-family dwelling or use for or operation of a boarding or rooming house or residence for transients, or the use of any permitted outbuilding as an apartment or residential living quarters.

7.01.2 **No Business, Professional, Commercial or Manufacturing Use.** No business, professional, commercial or manufacturing use may be made of any Lot or any Improvements located thereon, even though such business, professional, commercial or manufacturing use be subordinate or incident to use of the premises as a residence, and whether or not done for profit or remuneration. Notwithstanding the foregoing, a single family residence may be used for maintenance of a personal professional library, keeping of personal or professional records or accounts, or handling personal business or professional telephone calls, or for maintenance of up to two home offices if and only if such activity (i) does not require additional parking outside of the Lot or create increased traffic within the Subdivision (other than the permitted persons listed below), (ii) does not involve use of any part of the applicable Lot or any Improvements thereon by any Person other than the Owner or the Owner's tenant (but not both), no on-site employees or other business personnel other than housekeepers and a chef, personal assistants, personal trainers, health professionals, including twenty-four hour caretakers, and a security guard are permitted, and the public is not invited, permitted or allowed to enter the Lot to conduct any business thereon, and (iii) is not detectable by sight, sound or smell from outside the residence, and there is no other external evidence thereof (including signs, advertising, or contacts in person at the residence with clients or customers). However, any Owner may have occasional board meetings of companies of which they are a board member at their residence.

SECTION 7.02 Types of Residences and Improvements; Drainage.

7.02.1 **Single Family Residence Required.** No building other than one single family residence which is to be occupied as a residence by one single family, an appurtenant garage, servant's and guest quarters as hereafter provided and such outbuildings as may be approved by the ACC to be used in connection with the residence (such as a small toolshed or small storage facility as provided in **Section 7.05**) may be constructed, placed or permitted to remain on each Lot.

7.02.2 **Garages and Garage Doors, Driveways and Parking Courts.** Each single family residence must have parking garage for not less than two or more than five Vehicles, and a driveway of appropriate materials, size and configuration for access from the same to a street and as otherwise provided below or as required by applicable law. Not more than one attached garage and one detached garage with total parking capacity as aforesaid is permitted on each Lot. If an attached and detached garage is constructed, then the driveways for each must merge in to a single driveway to the street at a point which is not less than twenty feet (20') from the street. The ACC may approve not more than one parking court or circular drive area on a Lot for

temporary parking of not more than ten permitted Vehicles provided that the parking court or parking area within the circular drive is located within all building setback lines. Each garage must be architecturally similar and compatible to the appurtenant residence, including as to roof line and appearance. Except for porte-cocheres if and as may be approved by the ACC, carports on Lots are prohibited. All garages must be enclosed with permanent walls and their fronts enclosed with standard type overhead doors customarily used in the building industry. Garage doors must be maintained in good working order at all times. Any exterior modifications of a garage must be approved by the ACC. No portion of any garage may be diverted to any use other than the parking of Vehicles and other generally accepted and customary usage of a garage. Without limitation of the foregoing, no portion of any garage may be used as a residence or a game room, or for any similar use as living quarters. Determinations made in good faith by the ACC as to any of the foregoing, including as to the size, parking capacity square footage and configuration of garages, garage doors, driveways and parking courts, are final.

7.02.3 Living Area Requirements. The living area (air-conditioned space) for the single family residence on each Lot must be not less than 5,500 square feet and compatible with Prevailing Community Standards, as approved by the ACC as to any new construction. In addition, and unless otherwise approved by the ACC, the living area (air-conditioned space) for each single family residence may not be reduced by reconstruction or other modification in any manner to less than the square footage of the living area of the residence as originally constructed or as reconstructed, whichever is greater, except in the event of casualty damage, in which event, the living area (air-conditioned space) for such reconstructed or replaced single-family residence shall not be less than six thousand square feet. Square footage will be measured to the outside of exterior walls (i.e., outside of brick, siding stone, or stucco). Stairs and two-story spaces are counted only once. A/C returns, pipe chases, fireplaces and non-structural voids are excluded.

7.02.4 Servant's and Guest Quarters. Servant's or guest quarters for non-paying guests as to each Lot may be located (i) above the garage (but not within the garage area), or (ii) within an attached or detached building which is located within all building setback lines applicable to the main residence and which may not contain more than 900 square feet of living area (air-conditioned space). Only one servant's or guest quarters is permitted on each Lot. Servant's or guest quarters must be architecturally similar and compatible to the appurtenant residence. Any detached servant's or guest quarters must be connected to the main residence by a roofed loggia, breezeway or similar corridor or otherwise integrated into the architectural appearance of the main residence as approved by the ACC. Servant's or guest quarters may have an attached parking garage for not more than one permitted Vehicle and a separate driveway of appropriate materials, size and configuration from the garage to a street, each as approved by the ACC. The one-car garage permitted by this **Section 7.02.4** must be counted as to compliance with the five-car garage limit per Lot as provided in **Section 7.02.4**.

7.02.5 Driveways. Each Lot must contain a private driveway for ingress and egress for Vehicles from the garage to an abutting Street, and which otherwise complies with **Section 7.02.2**. Driveways which cross any drainage ditch or other "Drainage Device" (as defined below) must be constructed to keep the drainage ditch or other Drainage Device clear of obstructions to operation and maintenance.

7.02.6 Prohibited Homes and Structures. No Vehicle, tent, shack, mobile home (except for construction trailers as provided herein), or other structure of a temporary nature may be placed upon any Lot or elsewhere in the Subdivision, and none of the same may be used as a residence or living area of any kind, either temporary or permanent. Manufactured homes, industrialized homes, industrialized buildings and any other type of residence, including any garage, which is constructed or assembled other than primarily on site are not permitted on any

Lot. No residence, building or structure may be moved from another location to any Lot without prior approval of the ACC.

SECTION 7.03 Construction Standards.

7.03.1 Applicability. Except as may be otherwise approved in writing by the ACC and in addition to all other applicable requirements of the Governing Documents, initial construction of all single family residences and appurtenant structures and Improvements must be in accordance with, and such residences, structures and Improvements must thereafter be maintained to the extent applicable in accordance with, the provisions of this **Section 7.03.**

7.03.2 Maximum Period for Completion of New Construction of Residence. Upon commencement of construction of a single family residence, the work thereon must be prosecuted diligently to the end that the same will not remain in a partly finished condition any longer than reasonably necessary for completion thereof. In any event construction must be substantially completed within **two years** after pouring of the slab for a single family residence. The foregoing period will be extended in the event of and only for the duration of delays due to strikes, war, or acts of God, or for other good causes beyond the reasonable control of the applicable Owner or Builder as determined in writing by the ACC.

7.03.3 Storage of Materials; Clean-Up. No building materials of any kind or character may be placed or stored upon any Lot more than thirty days before construction is commenced. Except as otherwise permitted by the ACC, all materials permitted to be placed on a Lot must be placed within the boundaries of the Lot. Trash and debris must be removed at regular intervals during construction. Upon completion of construction, any unused materials must be promptly removed from the Lot and the Subdivision and in any event not later than thirty days after construction is completed.

7.03.4 Height. No permitted residence upon any Lot may exceed thirty-eight feet (38') in height as measured from normal, pre-construction grade level to the highest point of any part of the roof, exclusive of chimneys, roof vents and similar roof extrusions. In addition, no permitted residence may exceed two and one-half stories. For purposes of the foregoing "one-half story" means (i) living area located wholly within the roof frame, with one or more dormers which are set back from the side walls, and with living area that does not exceed sixty percent (60%) of the square footage of the main floor, or (ii) as otherwise defined by the American Institute of Architects (or similar professional organizations) if and to the extent any such definition is incorporated in applicable Architectural Guidelines. If a single family residence exceeds the maximum permissible height and the ACC finds that such encroachment was inadvertent or accidental and could only be abated at material cost, then the ACC may in its sole discretion authorize a variance of up to two (2) feet.

7.03.5 New Construction Materials Required. Only new construction materials (except for used brick if approved by the ACC) may be used on the exterior of the Improvements except for antique doors approved by the ACC.

7.03.6 Exterior Materials; Including Roof Materials and Design.

(a) Only new construction materials (except for used brick if approved by the ACC) and antique doors approved by the ACC may be used on the exterior of the Improvements. All exterior walls of each residence, including the garage, must be stone, stucco, brick or cementitious siding, as approved by the ACC. At least three exterior walls, including the front wall, of each one-story residence must be brick, stone or stucco. At least three exterior walls, including the front wall, of the first floor of each two-story or two and one-half story residence

must be brick, stone or stucco. The front wall of the story or stories above the first story must be brick, stone or stucco and the remaining three exterior walls of the story or stories above the first story must be at least fifty percent (50%) brick, stone or stucco.

(b) Only authentic stucco for exterior walls is permitted. Stucco must be applied by brush or masonry trowel. Stucco siding must include a water barrier sheet or base layer to cover sheathing, metal laths, scratch coat or cement layer and not less than two surface coats.

(c) The exterior of any structure of any kind which incorporates exterior wooden or cementitious siding must receive at least two coats of paint at the time of construction unless the exterior is redwood, cedar or other material intended to have an exposed material finish as approved by the ACC.

(d) Installation of exposed roof materials must be approved by the ACC. Exposed roofing materials must be tile, slate, or solar tiles or solar panels which are compatible with Prevailing Community Standards, including as to type of materials and color, as approved by the ACC. Roofs must have a minimum roof pitch of 3/12 (i.e., the roof rises 3 inches for every 12 inches it runs) unless a variance is granted by the ACC as provided in **Article IV**. Flat roofs are prohibited unless approved by the ACC. The ACC may not approve flat roofing on any residence exceeding forty percent (40%) of the total roof area.

7.03.7 Drainage, Including Easements.

(a) Drainage Devices. Declarant is hereby specifically authorized to establish drainage patterns and to excavate as necessary for and to establish, construct and maintain drainage swales, erosion control systems and such other things and devices (herein referred to as "**Drainage Devices**") upon, over, across or under any part of the Subdivision, including any Lot, as Declarant deems appropriate to properly maintain and control water drainage and erosion. The Drainage Devices for the Subdivision, if not installed or designed and approved by the applicable governmental authorities at the time of the closing on the sale of a Lot, shall be subject to the approval of the affected Owner, which approval shall not be unreasonably withheld. Declarant may also permit any Authorized Builder to establish, construct and maintain Drainage Devices as aforesaid. Declarant hereby reserves and dedicates for itself, for any Authorized Builders to the extent so authorized by Declarant and for the Association blanket easements upon, over, under and across the Subdivision, including each Lot, for purposes of establishment, construction and maintenance of Drainage Devices as aforesaid (the "**Drainage Easements**"), provided that no Drainage Easement and no Drainage Device may be established, constructed or maintained in any manner as to encroach upon the foundation or any other part of any single family residence or its appurtenant garage that has been or is hereafter constructed pursuant to approved Plans or otherwise substantially and adversely affect the existing drainage on any Lot improved by a residence. Declarant, with consent of the Board, or the Board may designate any Drainage Devices as part of the Subdivision Facilities in which case the same will be maintained by the Association. Otherwise, all Drainage Devices must be maintained by the Owners as hereafter provided. THE FOREGOING DOES NOT OBLIGATE DECLARANT OR ANY AUTHORIZED BUILDER TO ESTABLISH, CONSTRUCT OR MAINTAIN ANY DRAINAGE DEVICES OF ANY TYPE OR KIND WHATSOEVER, AND ANY REPRESENTATION, WARRANTY OR IMPLICATION AS TO THE SAME IS HEREBY SPECIFICALLY DISCLAIMED.

(b) Encroachments. In the event of the permitted encroachment by any Drainage Device, it is deemed that the Owner of the Lot encroached upon (or into) has granted a

perpetual easement for the continuing maintenance and use of the encroaching Drainage Device, and for maintenance, repair or replacement thereof.

(c) Owner Obligations.

(1) Once established and for so long as continued maintenance thereof is reasonably necessary, all Drainage Devices must remain unobstructed. Except as otherwise expressly provided herein, all Drainage Devices must be properly maintained by and at the sole cost of the Owner of each Lot to which the same pertains. When any Drainage Device serves more than one Lot, then maintenance and the costs thereof of the shared Drainage Device which serves the multiple Lots must be shared pro rata by all Owners to which the same pertains. The Drainage Device for Lot 1, Block 1 of the Subdivision may not service an adjacent Lot without the prior written approval of the Owner of Lot 1, Block 1 in the Subdivision.

(2) No construction, grading or any other work, act or activity is permitted upon any Lot which would obstruct, alter, divert, impede or impair the proper functioning of any Drainage Device. In addition, each Owner must perform such work, act or activities and install and maintain such Drainage Devices (i) as is reasonably necessary to prevent so far as practical drainage from the Owner's Lot to any other Lot (other than drainage along established swales and along drainage patterns as established by the ACC), and (ii) as needed to maintain so far as practical positive drainage away from the foundation of the residence located upon the Owner's Lot.

(3) To obtain and maintain proper drainage, including as required by this **Section 7.03.7** and/or as changing circumstances may require, the ACC is hereby specifically authorized to require any Owner to construct, install and maintain such gutters and/or downspouts, drains, drainage lines and any other Drainage Devices, and/or to remove any obstruction, thing or device or cease any activity, either upon initial construction of any residence or other Improvement, or at any time thereafter that circumstances reasonably require.

(d) Specific Disclosure Requirements. Any request for ACC approval pursuant to **Article IV** hereof which may alter or effect any then existing Drainage Devices or drainage patterns must specifically disclose, state and document in detail with proper Plans all such alterations and effects **and must specifically and expressly request approval as to the same**. Absent full compliance with the foregoing, no ACC approval or conditional approval will apply by implication or otherwise to any such alteration or effect.

7.03.8 Compliance with Laws. All construction of any single family residence must be in compliance with applicable law, including applicable building codes and permit or licensing requirements.

SECTION 7.04 Lot Size and Configuration.

7.04.1 Minimum Lot Size and Frontage. No Lot within the Subdivision may contain less than two acres. Not more than one single family residence and related Improvements may be constructed upon each Lot. No Lot may be subdivided or combined with any Lot or the boundaries thereof otherwise changed if any resulting Lot would contain less than two acres or the front Lot line would be less than seventy feet (70') in width. The Board may not approve less than or grant a variance as to the minimum two-acre Lot size requirement. The Board may approve a front Lot line of not less than thirty-five feet (35') if the Lot fronts on a cul-de-sac.

7.04.2 Subdivisions and Combinations. No Lot may be subdivided or combined if any resulting Lot would not comply with applicable provisions of this Declaration or other

Governing Documents, including as provided in **Section 7.04.1**. No Lot may be subdivided or combined except for the purpose of creating one building site for construction or maintenance of one single family residence and related Improvements. Any approval by the ACC will be conditioned upon (whether or not stated therein) obtaining of abandonment or release of all side Lot line utility and other easements applicable to the Lots prior to consolidation, and to all replatting requirements and applicable ordinances of the City of Houston, Texas. The side building setback lines of any resulting Lot will be measured from the resulting side Lot lines rather than from the original Lot lines. The front and rear Lot setback lines of any resulting Lot will be determined by (and equal to) the most restrictive setback line of the Lot or portion of a Lot comprising the resulting Lot. Obligations for payment of assessments and voting rights will be based on the resulting Lot or Lots after subdivision or combination as aforesaid.

SECTION 7.05 Location of Residence and Other Improvements. No residence, garage, building, structure or other Improvement may be located upon any Lot except in accordance with building setback lines as shown on any applicable Plat and as established by this Declaration, including **Section 7.06** regarding open and pervious areas, or by applicable governmental requirements. Subject to the foregoing, the following will apply:

7.05.1 No Improvement, including any part of any residence, garage or servant's quarters, may be located on any Lot nearer than (i) seventy-five feet (75') from the front Lot line, (ii) twenty feet (20') from any side Lot line, or (iii) twenty feet (20') from the rear Lot line. The foregoing does not apply to fencing which is otherwise constructed or maintained as herein provided, or to grass, plants, trees and other customary landscaping as approved by the ACC. The ACC may approve one side setback line of not less than fifteen feet (15') with combined side setbacks of not less than thirty-five feet (35') if the Lot fronts on a cul-de-sac. For purposes of the foregoing eaves, roof overhangs, steps, fireplaces, chimneys, bay windows, unroofed terraces and similar architectural detail which is a part of a permitted residence or garage is not to be considered as a part of a residence or garage.

7.05.2 Each residence must face the front of the Lot and the street on which the Lot fronts, except for Lots as to which such requirement would cause the front of the residence to face a cul-de-sac.

7.05.3 Notwithstanding the above, outbuildings or structures such as a toolshed or small storage facility to be permanently located on a Lot may be located within the rear Lot setback area or the side Lot setback area so long as any such structure within the side Lot setback area is not forward of the front setback line (i.e., between the front setback line for such Lot and the Lot line of such Lot along the street on which the residence fronts) if and as approved by the ACC. In addition, any such building or structure may not exceed seven feet (7') in height (including the peak of the roof of such structure), may not be designed or used for human occupancy or the storage or parking of any motorized Vehicle with four or more wheels (whether or not in operable condition) and may not be visible from any street.

SECTION 7.06 Open and Pervious Area Requirements. Every Lot must have the minimum percentages of open area and pervious area set forth below. Open area is an area unoccupied by any Improvements other than grass, plants, trees and other customary landscaping as approved by the ACC. Pervious area is an area of natural ground or landscaping that receives rainwater and allows it to pass through or be absorbed, thus preventing excess water flow away from the area. Swimming pools and tennis courts are open area, but not pervious area.

A. Open area:

- | | | |
|-------|-------------------------|-----|
| (i) | Front Lot setback area: | 60% |
| (ii) | Rear Lot setback area: | 60% |
| (iii) | Entire Lot site: | 40% |

B. Pervious area:

- | | | |
|------|---|-----|
| (i) | Front Lot setback area (or 75' back from the front of the Lot, whichever is further from the front of the Lot): | 50% |
| (ii) | Entire Lot site: | 24% |

SECTION 7.07 Landscaping; Tree Protection; Plan Approval.

7.07.1 Initial and Subsequent Landscaping. All initial landscaping installed on any Lot must be in accordance with plans and specifications approved by the ACC. Initial Lot landscaping must be completed no later than thirty days after the Initial Sale of the Lot except as otherwise approved by the ACC. All Lot landscaping must be maintained on a continuous basis as herein provided, subject, however, to seasonal planting and replacement of landscaping. New or additional landscaping, or changes to existing landscaping of a substantial nature, must be approved by the ACC. Each request for approval of landscaping must be submitted with a plot plan which shows the locations of all buildings and fences, and the location(s), size and species of all proposed landscaping.

7.07.2 Tree Protection. No living, healthy tree with a caliper of four inches (4") or greater or a height of eight feet (8') or greater may be removed without prior approval of the ACC. If removal is approved, a replacement tree as also approved by the ACC must be planted within ninety days after removal. The replacement tree must have a caliper of at least four inches (4") or a minimum height of eight feet (8'). Tree replacement is not required if and when removal is approved by the ACC in connection with construction or modification of a residence, garage, servant's quarters, swimming pool, tennis court or similar building, structure or Improvement as determined by the ACC.

7.07.3 ACC Approval Requirements. Plans for any proposed Improvements submitted to the ACC which propose or by their nature will require removal of any living, healthy tree with a caliper of four inches (4") or greater or a height of eight feet (8') or greater must include (i) a detailed tree survey identifying all trees to be removed and all replacement trees, if any are required, by size, species and location, and (ii) a tree protection plan prepared by an arborist or other qualified party. If removal is approved, which approval shall not be unreasonably withheld, replacement of one or more of the removed trees at one or more alternative locations may be required by the ACC, except as otherwise provided above. Tree protection measures must be taken in accordance with a tree protection plan as approved by the ACC.

7.07.4 Tree Clearance Requirements. Where a tree overhangs a Street the tree must be trimmed and maintained such that at all times there is a clearance space (including as to any limbs or branches) under the tree that is not less than twelve feet (12') above the road surface of any Street and not less than eight feet (8') above the sidewalk surface, or in either case such greater distance if and as may be required by applicable law. Dead or damaged trees which may create a hazard to property or persons within the Subdivision must be promptly removed or repaired at the Owner's sole cost and expense. The ACC may require replacement of any tree which is removed or of any tree which is substantially damaged, as determined by the ACC and at the Owner's sole cost and expense.

SECTION 7.08 Lot Fences, Walls and Hedges.

7.08.1 Definitions. As used in this **Section 7.08** (i) "**Lot Fencing**" means any and all fences and freestanding fence type walls, gateposts, hedges and planters whenever and wherever located on any Lot, and (ii) "**hedge**" means a fence or boundary formed by a dense row of bushes, shrubs or similar plants as determined by the ACC.

7.08.2 Approval Required. No Lot Fencing may be originally constructed on any Lot without prior written approval of the ACC. Once installed, the location, style, finish, appearance and all other features of Lot Fencing may not be modified or changed in any material respect without prior written approval of the ACC.

7.08.3 General Requirements and Guidelines. Except as otherwise approved by the ACC, all Lot Fencing must comply with the following:

(a) No Lot Fencing may exceed eight feet (8') in height measured from the highest point of grade along the applicable fence line.

(b) No chain link, wire or hurricane type fencing of any type is permitted on any Lot.

(c) In addition to subsections (a) and (b) above, all Lot Fencing must comply with all current and applicable Architectural Guidelines. The current applicable Architectural Guidelines as of the date of Filing of Record of this Declaration are attached to the Affidavit of Property Owners' Association as Filed of Record under Clerk's File No. RP-2017-572539, Official Public Records of Real Property of Harris County, Texas.

7.08.4 Ownership and Maintenance. Ownership of all Lot Fencing passes with title to the Lot. All Lot Fencing must be continuously maintained in a structurally sound condition, in a neat and attractive condition, in good repair and otherwise as required to obtain and maintain Prevailing Community Standards. The foregoing includes, without limitation, such maintenance, repair or replacement as is required to prevent listing or leaning, repair of all damaged or broken pickets and other members, and all holes and cracks, and repair or replacement as required to prevent rot or decay, and any other visible signs of dilapidation or deterioration. Painting or staining of wooden fences is prohibited unless approved by the ACC. All maintenance, repair or replacement of Lot Fencing which separates adjoining Lots or which is otherwise shared in common by two or more adjoining Lots is the joint responsibility of, and the costs thereof must be shared equally by, the adjoining Owners. Otherwise, all such maintenance, repair or replacement is the responsibility of, and must be performed at the sole cost of, the Owner upon whose Lot the Lot Fencing is located.

SECTION 7.09 Signs.

7.09.1 Definition; General Rule. As used in this **Section 7.09.1**, "**sign**" means and includes any billboards, posters, banners, pennants, displays, symbols, emblems, plaques, advertising devices of any kind, and any other type of sign of any kind, including without limitation business, professional, promotional or institutional signs. "**Sign**" also means and includes flags of any kind, subject to applicable provisions of this **Section 7.09**. No sign of any kind is permitted on any Lot, or upon any residence, or within any residence if visible from the exterior of the residence, or within the Subdivision except as may be approved by the ACC and except as otherwise expressly permitted in this **Section 7.09**.

7.09.2 Prohibited Signs. No sign is permitted which contains language, graphics or any display that is vulgar, obscene or otherwise offensive to the ordinary person. Permitted signs must be professionally printed and prepared, and must be properly installed and maintained, to avoid unsightly appearance. The good faith determination of the Board as to any of the foregoing is final. No sign may be illuminated. No sign may be placed on any Lot closer than five feet (5') from any street, or closer than any building setback line as to any side or back Lot line, or within any traffic sight line area. No Owner, Owner's tenant or their Related Parties, is permitted to place any sign on another Owner's Lot. No sign may be placed upon or within or be attached to any Subdivision Facilities without the prior written consent of the Board. Foreclosure, bankruptcy and other distressed sale references are specifically prohibited. Signs disparaging, defaming or demeaning any Person, the Association, the ACC or their Related Parties on account of race, creed, gender, religion or national origin or for any other reason are specifically prohibited.

7.09.3 Permissible Signs. Signs as set forth in this subsection are permissible to the extent and subject to strict compliance with all applicable provisions of this **Section 7.09.3** as follows:

(a) "For Sale" or "For Lease" Signs. "For Sale" or "For Lease" signs are permitted as follows: (i) not more than one sign is permitted upon a Lot; (ii) the sign may be displayed only by the Owner of and upon the applicable Owner's Lot, and not upon any other Lot or any other location within the Subdivision; (iii) the sign must be professionally prepared and printed, and must be provided by a professional real estate sales or leasing company unless otherwise approved by the ACC; (iv) the sign may not exceed five square feet in size, (v) the sign must be fastened only to a stake in the ground in the front yard area of the applicable Lot, and the top of the sign may not be higher than four feet (4') above ground level; (vi) the sign may not be illuminated; and (vii) the sign may be displayed only during such period of time that the applicable Lot is in fact for sale or for lease.

(b) Security Monitoring Signs and Stickers. Only commercially printed and prepared security monitoring service signs and stickers are permitted. No security monitoring sign may exceed 18"x18" in size. No security monitoring sticker may exceed 4"x4" in size. Unless approved by the ACC (i) not more than one security monitoring sign may be located at ground level at or near each entry door to the residence, garage or servant's or guest quarters, and (ii) not more than one security monitoring sticker may be placed on each ground level entry door to a residence, garage or servant's or guest quarters, and on one ground level window on any side of the residence, garage or servant's or guest quarters which does not have any entry door.

(c) Political Signs and Permitted Flags. "Political Signs" and "Permitted Flags" are permitted subject to strict compliance with all applicable protected use policies as provided in **Section 7.17**.

7.09.4 Default. Any sign of any kind placed or displayed within the Subdivision in violation of this Section may be removed at any time by or at the direction of the Board or the ACC and may be discarded as trash without liability for trespass, conversion or damages of any kind. In addition, the Board or the ACC may, after notice and opportunity for the Owner to be heard, assess a fine for each day or part thereof that any sign is placed within the Subdivision in violation of this **Section 7.09.4**. The fine may not exceed two hundred fifty dollars (\$250.00) per day per sign, or such other amount as provided by applicable Architectural Guidelines and/or Rules and Regulations. Any such fine will be assessed as a specific assessment as to the applicable Lot and the Owner thereof.

SECTION 7.10 Pets, Animals and Livestock.

7.10.1 No animals, hogs, pigs (including pot belly or pot-bellied pigs), horses, livestock, reptiles, fish, birds, poultry or fowl of any kind may be raised, bred, kept or maintained on any Lot at any time except "**Permitted Pets**" which are dogs, cats and other usual and customary household pets of gentle disposition. Not more than four Permitted Pets, or such lesser number of Permitted Pets as provided by City of Houston Ordinance or other applicable law, are allowed per Lot. No Permitted Pets may be raised, bred, kept or maintained for commercial purposes. Subject to **Section 7.13**, regarding nuisance, the foregoing limitation on the number of Permitted Pets does not apply to hamsters, small birds, fish or other similar usual and customary household animals, birds or fish which are continuously kept completely within a residence, and does not apply to require the removal of any litter born to a Permitted Pet prior to the time that the animals in such litter are three months old. Notwithstanding the foregoing, no animal, including any dog or other Permitted Pet, which has in fact exhibited viciousness or ill temper or any other health or safety risks as determined by the Board is permitted within the Subdivision, including within any Lot.

7.10.2 All Permitted Pets must be kept on a leash or carried and must otherwise be maintained under the control of their owner when outside the Owner's residence or when not maintained in an enclosed yard area from which the Permitted Pet cannot escape. Owners of a Permitted Pet must periodically remove and dispose of, in a sanitary manner, feces and any other excretions left by any Permitted Pet at any location in the Subdivision, including at any location upon the Owner's Lot and/or within the Owner's residence, as necessary to prevent any unsafe, unsanitary or odorous conditions. No Permitted Pet may be allowed to cause or create any nuisance, annoyance, or unreasonable disturbance or noise as determined by the Board. Unreasonable disturbance or noise includes excessive barking, howling, baying, yowling or caterwauling. Owners must also fully comply with all applicable laws, statutes and ordinances of all governmental agencies regarding the Owner's Permitted Pets, including, without limitation, all licensing and vaccination requirements.

SECTION 7.11 Vehicles; Parking; Driveways.

7.11.1 Purposes. Among the purposes of the parking restrictions is to avoid congestion and safety and appearance problems by minimizing street parking and to require so far as practicable parking of all Vehicles upon each Lot.

7.11.2 Definitions. As used in this **Section 7.11** (and in other Governing Documents as applicable), the following definitions apply:

"Vehicle" means a device in, on, or by which a person or property may be transported, including an operable or inoperable automobile, truck, motorcycle, recreational Vehicle or trailer, and including without limitation of the foregoing such other devices as from time to time specified by applicable Rules and Regulations.

"Commercial Vehicle" means any type of self-propelled or towed Vehicle (i) used for transport of goods or passengers for compensation of any kind, or for transport of hazardous materials as defined by applicable law, or (ii) which has commercial signage, graphics, designs, artwork or other displays on or attached to the exterior of the Vehicle or which is visible from the exterior of the Vehicle, whether temporary or permanent. Commercial Vehicles include, without limitation, semi-trucks or trailers, snap-on tool and similar step vans, limousine, taxi and similar transport Vehicles and such other Commercial Vehicles as may be specified by applicable Rules and Regulations. The foregoing does not prohibit temporary travel or parking of Commercial Vehicles within the Subdivision as hereafter provided.

"Inoperable Vehicle" means any Vehicle which (i) does not have physically and properly displayed on the Vehicle both a current and valid license plate and current and valid state inspection sticker as required by applicable law, or (ii) which is not for any reason capable of lawful operation on public streets.

"Occupant Vehicle" means Vehicles as to each Lot which are permitted within the Subdivision as provided by this **Section 7.11** and which are owned and/or operated by (i) any single family member or other occupant residing at the Lot, and any housekeeper and any other domestic servants as to each single family residence, regardless of the duration the Vehicle is parked, stored, operated or kept within the Subdivision, and (ii) any other person visiting or staying at the Lot or who otherwise parks, stores, operates or keeps any Vehicle within the Subdivision at any time during and for any duration of time during a day (y) on any three days or more in any calendar week, or (z) on any five days or more in any calendar month or in any consecutive 30-day period.

"Restricted Vehicle" means any (i) boat, sailboat or other similar watercraft; (ii) boat or truck rigging, (iii) truck with more than four wheels or larger than a three-quarter ton pick-up, (iv) mobile home, trailer (except a construction trailer as provided herein), recreational Vehicle or bus, and (v) Commercial Vehicle.

"Unused Vehicle" means any Vehicle which remains in the same general location on a street, or in a driveway within the Subdivision, for seven or more consecutive days or seven or more days in any fourteen-day period, or as otherwise determined by the Board or applicable Rules and Regulations.

7.11.3 Prohibited and Restricted Parking - General.

(a) No Vehicle of any kind may be parked, stored or otherwise permitted to remain at any time (i) on grass or any other portion of any Lot or any other place within the Subdivision not intended customarily for use for parking of Vehicles, or (ii) in such manner as to obstruct or impede sidewalk, driveway or street access or usage, or in such manner that any part of the Vehicle extends in to or across any part of any sidewalk or street, or (iii) on the Lot of another Owner or resident without the express consent of the Owner or resident.

(b) Unused Vehicles and Inoperable Vehicles of any kind may **not** be parked, stored or kept at any time at any location within the Subdivision, including, without limitation, upon any street or upon any part of any Lot, unless such Vehicle is stored completely within a garage.

(c) As to each Lot, Restricted Vehicles may be parked only in the garage, or within a driveway area at a location which is not less than twenty feet (20') from the street.

7.11.4 Parking - Occupant Vehicles. Parking (including valet parking) of any Occupant Vehicle as to each Lot upon any street within the Subdivision is prohibited during any time when parking within the garage or the driveway of the Lot is available. For example, if a Lot has a two-car garage and a driveway of sufficient size for parking of four Occupant Vehicles in accordance with this **Section 7.11.4**, then at least six Occupant Vehicles must be parked in the garage and the private driveway before any other Occupant Vehicle as to that Lot is parked upon any street within the Subdivision.

7.11.5 Guest Parking. Guest parking within the Subdivision is therefore restricted to the types of Vehicles and to the permitted areas for parking of the same as above provided regarding and as applicable to the Lot the guest is visiting. Valet parking (arranged for and paid by the Owner) is also permitted within the Subdivision for events at residences where the available parking as described in **Section 7.11.4** is not sufficient.

7.11.6 Street Use and Parking; No Obstructions.

(a) All streets within or in the vicinity of the Subdivision are restricted to use for vehicular ingress, egress and regress, parking of Vehicles to the extent (and only to the extent) otherwise permitted by this Declaration, and incidental pedestrian ingress, egress and regress. No object, thing or device may be placed, stored, or maintained within or upon any street, and no activities are permitted thereon which would impede or impair the aforesaid intended uses. Without limitation of the foregoing, no street may be used as a play area or for any other recreational use, no toys, barbeque or other cooking equipment, or any recreational equipment may be placed, maintained or stored within or upon any street, and no persons are permitted to play, loiter, congregate, or roam about within or upon any street.

(b) When parking of Occupant Vehicles or guest Vehicles is allowed on any street as hereinabove provided, the Vehicles must be parked along the curb or side edge of the street in front of and which abuts the lot at which the operator of the Occupant Vehicle resides or which the guest is visiting, or as close thereto as circumstances permit. All such parking is subject to applicable law, and to posted rules and any other designations (such as fire lanes) which may otherwise limit, restrict or prohibit any such parking.

7.11.7 Repair, Rental or Sale of Vehicles Prohibited. No repair or other work of any kind may be performed at any time on any Vehicle within the Subdivision. The foregoing prohibition includes any such activities on any streets within or in the vicinity of the Subdivision, or on any Lot, including the private driveway on each Lot. The foregoing prohibition does not include temporary emergency repairs or other work required in order to promptly remove an Inoperable Vehicle or disabled Vehicle from the Subdivision or a street in the vicinity of the Subdivision, or to and completely within a garage. Repair work on any Vehicle within a garage is limited to occasional minor repairs on Occupant Vehicles (such as oil changes, headlight bulb replacements and similar minor repairs). Extensive or frequent work (such as in connection with an auto repair or racing hobby or profession) on any Vehicle, including any Occupant Vehicle, is prohibited. Without limitation of the foregoing, no Vehicle repair or mechanic's shop of any kind, and no Vehicle rental or sales business or activities of any kind, whether or not for profit, may be conducted at any time at any location upon any Lot or at any other location within the Subdivision.

7.11.8 Responsibilities of Owners and Tenants. Owners and their tenants must obtain full compliance with the provisions of this **Section 7.11.8** (including Rules and Regulations adopted pursuant to this Declaration) by their respective Related Parties, and each is jointly and severally liable for all violations by their respective Related Parties.

SECTION 7.12 Leases, Rentals and Timesharing.

7.12.1 Leases. No Lot may be leased or rented other than for use as a single family residence. No Owner may lease or rent a Lot and attendant use of the residence and Improvements thereon for transient or hotel purposes. No lease or rental may be for an initial term of less than six months, except not more than two times during any calendar year for a Special Event Rental. Each Owner must exercise reasonable care to prevent permitted tenants, including as to Special Event Rentals, from unreasonably interfering with the rights of other Owners or occupants, including as to ingress/egress by other Owners or occupants. No Owner may lease

or rent less than an entire Lot and attendant use of the residence and Improvements thereon. All leases or rental agreements must be in writing. All occupants pursuant to a lease or rental agreement are subject to all applicable provisions of this Declaration and all other Governing Documents (whether or not expressly stated in a lease or rental agreement). Any failure by any occupant pursuant to a lease or rental agreement to comply with this Declaration or any other Governing Documents will be a default under the lease and grounds for termination and eviction by the Owner. The Association may require such termination and eviction within a specified period of time at the applicable Owner's sole cost and expense and without liability of any kind under the lease or otherwise, except as provided above with respect to Special Event Rentals.

7.12.2 Short-Term Rentals and Timesharing Prohibited. No Lot may be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot or the residence thereon rotates among members of the program on a fixed, floating or other time schedule. Short-term rentals of any kind as to any Lot, residence, garage or any other Improvement thereon or any part thereof, including Airbnb, Home Away and VBRO type rentals, are prohibited, except for Special Event Rentals.

SECTION 7.13 Nuisance; Unsightly or Unkempt Conditions.

7.13.1 General. It is the continuing responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot. No Lot may be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye. No hobbies or activities which will cause disorderly, unsightly, or unkempt conditions, including without limitation the assembly or disassembly of or repair work on motor Vehicles or other mechanical devices, may be performed within the Subdivision. There may not be maintained any plants, animals, devices, thing, use or activities of any sort which in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the residents of the Subdivision.

7.13.2 Nuisance or Annoyance. No substance, thing, or material may be kept upon any Lot which emits foul or obnoxious odors, or which causes unreasonable noise or other condition which may be or become an annoyance, or a nuisance to any residents of the Subdivision. No noxious or offensive trade or activity may be carried on upon any Lot, nor may anything be done thereon which may be or become an annoyance, or a nuisance to any residents of the Subdivision. No Lot or any part thereof may be used for and no condition is permitted therein in violation of applicable environmental, toxic or hazardous waste, flood control or similar laws, rules or regulations. No spirituous, vinous, malt, medicated bitters, alcohol, drugs or other intoxicants may be sold or offered for sale on any part of any Lot or any other place within the Subdivision. No Lot or any part thereof may be used for any immoral or illegal purposes.

SECTION 7.14 Disposal of Trash. No trash, rubbish, garbage, manure, debris or offensive material of any kind may be kept or allowed to remain on any Lot, nor may any Lot be used or maintained as a dumping ground for any such materials. No incinerator may be maintained on any portion of the Subdivision, and disposal of any materials by incineration within the Subdivision is strictly prohibited. All trash and similar matter to be disposed of must be placed in cans or similar receptacles with tight fitting lids or plastic bags tied or otherwise tightly secured and must be placed in an area adequately screened by planting or fencing from public view or within a garage except when placed for regular pickup as herein provided. Receptacles used for the temporary storage and/or disposal of such material prior to removal must be kept in a clean and sanitary condition, and must comply with all applicable federal, state, county, municipal and other applicable governmental laws and regulations. All such prohibited matter must be removed from each Lot at regular intervals if not removed or removable by a regular garbage and sanitation

service. Trash and garbage for pickup by a regular service must be placed in such area or areas as the Board may from time to time direct, or as the applicable garbage and sanitation service or provider may require. Trash and garbage for a regular pick-up service may not be placed for pickup earlier than ten (10) hours prior to a scheduled pickup day except for neatly stacked tree and shrub trimmings placed within the designated pick-up area awaiting regular scheduled pickup. All trash and garbage receptacles and any remaining trash and garbage, including as to tree and shrub trimmings, must be removed from the pickup site by midnight of the pickup day.

SECTION 7.15 Garage, Estate and Similar Sales. No garage/estate sale shall be permitted within the Subdivision. **"Garage/estate sale"** means the advertising for, conducting of and any other matters incident to the barter, sale or exchange of any new or used personal or other property, including without limitation any garage sale, yard sale, rummage sale, moving sale, attic sale, estate sale, or any similar type of sale.

SECTION 7.16 Oil and Mining Operation. No gas or oil drilling, gas or oil development operations, oil refining, quarry or mining operations of any kind are permitted upon or within the Subdivision, and no oil wells, tanks, tunnels, mineral excavations or shafts are permitted upon or within the Subdivision.

SECTION 7.17 Protected Property Uses and Devices. Subject to **Section 8.01.2**, the Board may at any time adopt or amend reasonable policies applicable to the Subdivision, including Lots and Subdivision Facilities, including with regard to energy efficient roofing, political signs, flags, rainwater harvesting systems, solar energy devices, compost sites, xeriscaping, and standby electric generators.

SECTION 7.18 Rules and Regulations. Subject to **Section 8.01.2**, the Board may at any time adopt or amend reasonable Rules and Regulations applicable to the Subdivision, including Lots and Subdivision Facilities,

Article VIII **General Provisions**

SECTION 8.01 Enforcement.

8.01.1 General. The Association and any Owner have the right to enforce observance and performance of all restrictions, covenants, conditions and easements set forth in this Declaration and in other Governing Documents, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, to an injunction either prohibitive or mandatory. Each Owner and tenant of an Owner who commits, or who is responsible for, a violation or violations of any of the provisions of this Declaration or any other Governing Documents, irrespective of any negligence or other fault (or lack thereof), is jointly, severally and strictly liable for payment to the Association and its Related Parties for, and to indemnify, defend and to hold and save harmless, the Association, the Board, the ACC and their Related Parties from, any and all claims, liabilities, damages, loss, costs, expenses, penalties, suits and judgments of whatsoever kind, including reasonable attorneys' fees, arising, directly or indirectly, in whole or in part, or as otherwise incurred or attributable to any violation of this Declaration or any other Governing Documents. Failure by the Association or any Person to so enforce any covenant or restriction hereof may not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof.

8.01.2 Rules, Guidelines and Policies. Regardless of nomenclature or manner of designation the following provisions apply to Rules and Regulations, Architectural Guidelines and Protected Property Use Policies (**"Rules, Guidelines and Policies"**):

(a) Rules, Guidelines and Policies may not become effective until Filed of Record or such later date as stated therein, and until notice thereof is given to all Owners (certification by the Association that proper notice was given in accordance with this **Section 8.01** to be conclusive absent proof of fraud).

(b) Rules, Guidelines and Policies are of equal dignity with and are enforceable in the same manner as the provisions of this Declaration, subject, however, to the provisions of items (c) below.

(c) Rules, Guidelines and Policies may not be incompatible with the provisions of this Declaration and may not in any case be deemed a waiver, amendment or repeal of any of the provisions of this Declaration.

(d) Rules, Guidelines and Policies may not be enacted retroactively except that (i) all construction, reconstruction, repairs, modifications or maintenance performed subsequent to adoption must be performed in such manner as to bring the Regulated Modification, so far as practicable, into compliance with all then applicable Rules, Guidelines and Policies, and (ii) if any other activity is subsequently covered by Rules, Guidelines and Policies and such activity ceases for any period of time, then the Rules, Guidelines and Policies will thereafter apply to the activity in question.

SECTION 8.02 Term. Subject to the provisions hereof regarding amendment, these covenants, conditions, restrictions, reservations, easements, liens and charges run with the land and are binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, executors and administrators, predecessors, successors and assigns, and all Persons claiming under them for a period of twenty years from the date this Declaration is Filed of Record after which time said covenants, conditions, restrictions, reservations, easements, liens and charges will be automatically extended for successive periods of ten years each.

SECTION 8.03 Amendment.

8.03.1 By Owners. Except as otherwise expressly herein provided, the Owners of a majority of the total number of Lots then contained within the Subdivision always have the power and authority to amend this Declaration, in whole or in part, at any time and from time to time. Owner approval of any amendment of this Declaration may be obtained (i) by execution of the amending instrument or a consent thereto by any Owner of each Lot so approving, (ii) by affirmative vote, in person or by proxy, at any annual or special meeting of Owners, or (iii) by any combination of the foregoing.

8.03.2 By Association. The Board of Directors may amend this Declaration from time to time and at any time without joinder of any Owner or any other Person (i) to resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors or omissions herein; or (ii) in any manner deemed necessary or appropriate by the Board to provide for or to facilitate notices, communications and/or meetings of Owners, the Board or any committee by Electronic Means, including conducting and tabulation of any votes; or (iii) to conform this Declaration to any state or federal constitutional requirements, or to the requirements of any local, state or federal statute, ordinance, rule, ruling or regulation, or to any decisions of the courts regarding the same, including, without limitation to conform this Declaration or any other Governing Documents to or as a result of, any amendments to the Texas Property Code or other applicable law. The Board must provide each Owner with not less than thirty days advance notice of any proposed amendments before such amendments become effective. To the

maximum extent permitted by law, including, without limitation, during the Development Period, any amendment relating to the Security System and/or garbage service in the Subdivision described in **Section 5.05** must require an affirmative vote of not less than 80% of the Owners of the Lots in the Subdivision.

8.03.3 Effective Date. Any lawful amendment of this Declaration will be effective from and after the date of Filing of Record of the amending instrument, or such later date as may be stated in the amending instrument.

8.03.4 "Amendment" Defined. In this Declaration and all other Governing Documents, the terms "**amend**", "**amendment**" or substantial equivalent mean and refer to any change, modification, revision or termination of any provisions of this Declaration or other Governing Documents.

SECTION 8.04 Notices.

8.04.1 General. "**Notice**" means and refers to all notices or other communications permitted or required by this Declaration or any other Governing Documents. All notices shall be in writing. Notice may be given by regular mail, certified mail, return receipt requested, postage prepaid, receipted delivery, Electronic Means or any combination of the foregoing, except as otherwise expressly provided in this Declaration or other Governing Documents or by applicable law. Notices or other communications are deemed to be delivered, as applicable, on the day of personal delivery or deposit in the United States mail in accordance with this **Section 8.04**, or on the day and at the time the communication by Electronic Means is successfully transmitted. All notices to an Owner must be delivered to the Owner at the Owner's Lot address, or to the Owner's alternate street mailing address as provided to the Association in writing as shown on the records of the Association. All notices to the tenant of an Owner must be delivered to the Lot address of the Lot at which the tenant resides.

8.04.2 Deemed Delivered. If any Owner or tenant refuses to receive or accept delivery or transmission of any notice given in accordance with this **Section 8.04** or fails to properly maintain the means for delivery or transmission (such as for example but without limitation, failure to properly maintain a mailbox or failure to maintain reception capabilities by Electronic Means), then in any such case any such Owner or tenant is deemed to have actual notice and actual knowledge of the materials delivered or transmitted in accordance with this **Section 8.04**.

8.04.3 One Address/Number and Delivery Limit. No Owner may maintain more than one current mailing address with the Association for purposes of notice. No Owner or Owner's tenant may maintain more than one current email address and one current facsimile number with the Association for purposes of notice. The Association is not required to give notice by more than one delivery method, and any request, directive or agreement to the contrary is void. When more than one Person is the Owner or tenants of a Lot, the giving of notice as to any single Owner or tenant constitutes notice given to all Owners or tenants.

8.04.4 Required Notices; Other Information. Notice must be given to the Association of the sale or leasing of any Lot or of an alternative mailing address of any Owner within thirty days after the sale, lease or change of mailing address and is not effective until five business days after receipt by the Association. The Association may from time to time, and upon not less than ten days' written notice, require any Owner or tenant to provide, confirm, verify and update any information covered by this **Section 8.04**, or to provide other information or documentation relevant to the functions of the Association by submission of such information and documentation as the Association may reasonably require. Such requests may include without

limitation verification of the names of and contact information for all Owners of a Lot, all tenants and other occupants and all lienholders as to a Lot, and a description and license plate as to each Occupant Vehicle as to a Lot.

SECTION 8.05 Managing Agent. The Board may at any time retain, hire, employ or contract with one or more Persons to provide management services to the Association, including discharge of such functions and duties of the Association, the Board or the ACC as determined by the Board (any such Person herein referred to as a "**Managing Agent**"). Any Managing Agent may be retained, hired, employed or contracted for on such terms and conditions as the Board may determine; provided, the Association retains the right in all cases and as to any Managing Agent to remove the Managing Agent, with or without cause, upon not more than sixty days written notice. The right to remove any Managing Agent applies whether or not provided for in any applicable contract or agreement, and notwithstanding any contrary provisions in any contract or agreement.

SECTION 8.06 Conflicts In Governing Documents. In the event of any conflict in the Governing Documents which cannot be reasonably reconciled after application of rules of interpretation as provided herein or by applicable law, this Declaration controls over any other Governing Documents, and all other Governing Documents control in the following order of priority: (i) Architectural Guidelines; (ii) Rules and Regulations; (iii) Bylaws, (iv) Board and Member resolutions; and (v) all others.

SECTION 8.07 Construction. The provisions of this Declaration are to be liberally construed and must be applied to give full effect to the purposes thereof. If this Declaration or any word, clause, sentence, paragraph, or other part thereof is susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration and the scheme of development thereunder will govern. Whenever used, the singular number includes the plural and the plural includes the singular, and the use of any gender is applicable to all genders.

SECTION 8.08 Severability. If any provision of the Declaration, inclusive of all exhibits (or the application thereof to any part or circumstance) shall be held to be illegal, invalid or otherwise unenforceable, the remainder of this Declaration and the application of such provision of the Declaration to other parties or circumstances shall not be effected thereby and each provision, term, covenant or condition of the Declaration shall be enforced to the fullest extent permitted by law. In lieu of any illegal, invalid or otherwise unenforceable provision, the Declarant agrees that a provision as near to the intent of the Declarant that is valid and enforceable shall be substituted for the invalid or unenforceable provision.

SECTION 8.09 Joinder. The Association, by execution hereof thereby joins in and confirms all terms and provisions of this Declaration, including all Exhibits to this Declaration.

SECTION 8.10 Execution; Effective Date. This Declaration may be executed in multiple counterparts and it is not necessary that the signatures of all parties hereto be contained on any one counterpart. This Declaration is effective from and after the date of Filing of Record of the same (the "**Effective Date**"), subject to amendment in accordance with this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant and the Association have executed this Declaration to be effective as above stated.

[Executions and Acknowledgments Follow]

EXECUTED as of the 2nd day of August, 2019.

101 FARISH CIRCLE, LLC,
a Texas limited liability company
"Declarant"

By: [Signature]
Stuart Beken, President

BAYOU WOODS – OAK HILL ASSOCIATION
OF PROPERTY OWNERS, INC.,
a Texas non-profit corporation

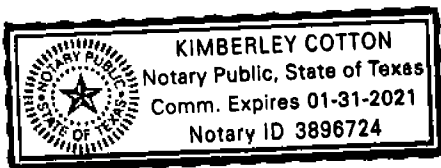
By: _____
Max Uzick, President

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of August, 2019, by Stuart Beken, President of 101 FARISH CIRCLE, LLC, a Texas limited liability company, on behalf of the company.

[SEAL]



[Signature]
Notary Public, State of Texas
Print Name: Kimberley Cotton

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of August, 2019, by Max Uzick, as the President of BAYOU WOODS - OAK HILL ASSOCIATION OF PROPERTY OWNERS, INC., a Texas non-profit corporation, on behalf of the corporation.

[SEAL]

Notary Public, State of Texas
Print Name: _____

RP-2019-338074

**DECLARATION OF
DEED RESTRICTIONS
FOR
BAYOU WOODS ESTATES**

EXHIBIT "A-1": LEGAL DESCRIPTION OF THE SUBDIVISION

101 Farish Circle

A tract or parcel of land containing 15.9243 acres (693,664 square feet) located in the James Wharton Survey, Abstract 871, Harris County, Texas, and being a portion of Lot 30 and Lot 31, of Bayou Woods, Section Two, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Volume 18, Page 46 of the Map Records of Harris County, Texas, said 15.9243 acre tract being a portion of that certain 14.235 acre tract of land conveyed to J. A. Elkins, Jr. and Margaret W. Elkins as recorded in Volume 3534, Page 691 of the Deed Records of Harris County, Texas, said 15.9243 acre tract being known as Tract 2, Tract 2B, Tract 30A, and Tract 31 as described in Distribution Deed as recorded under Harris County Clerk's File No. 20080066007, said 15.9243 acre tract that same certain tract of land conveyed to 101 Farish Circle, LLC as recorded under Harris County Clerk's File No. RP-2018-45568, said 15.9243 acre tract being more particularly described by metes and bounds as follows with bearings referenced to the Texas State Plane Coordinate System South Central Zone No. 4204 (NAD83);

COMMENCING at a found 5/8 inch iron rod marking the South end of a curve at the intersection of the South right of way line of Carnarvon Drive, (60 feet in width as recorded in Volume 18, Page 46 of the Map Records of Harris County, Texas), and the West right of way line of Farish Circle, (60 feet in width as recorded in Volume 18, Page 46 of the Map Records of Harris County, Texas), said found 5/8 inch iron rod marking the most Easterly Northeast corner of Lot 1, of Bayou Woods, Section Two Lot 30 Replat, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 411047 of the Map Records of Harris County, Texas, said found 5/8 inch iron rod marking the beginning of a curve to the left;

THENCE in a Southerly direction along the said West right of way line of Farish Circle with said curve to the left having a radius of 830.00 feet, a central angle of 22 degrees 32 minutes 05 seconds, an arc length of 326.44, a chord that bears South 12 degrees 07 minutes 26 seconds West, a distance of 324.19 feet to a found 5/8 inch iron rod with cap (Survcon), marking a point of reverse curvature;

THENCE in a Southerly direction along the said West right of way line of Farish Circle with a curve to the right having a radius of 50.00 feet, a central angle of 24 degrees 53 minutes 23 seconds, an arc length of 21.66 feet, a chord that bears South 07 degrees 37 minutes 48 seconds West, a distance of 21.55 feet to a found 5/8 inch iron rod with cap (Survcon), marking the southeast corner of said Lot 1 of Bayou Woods, Section Two Lot 30 Replat, said found 5/8 inch iron rod also lying in an Easterly line of the residue of Lot 30 of Bayou woods, Section Two, said found 5/8 inch iron rod with cap also marking the **POINT OF BEGINNING** and a point for angle of the herein described tract;

THENCE in a Southerly direction continuing along the said West right of way line of Farish Circle with said curve to the right having a radius of 50.00 feet, a central angle of 14 degrees 27 minutes 29 seconds, an arc length of 12.62 feet, a chord that bears South 27 degrees 13 minutes 51 seconds West, a distance of 12.58 feet to a found 5/8 inch iron rod with cap (Survcon) marking a point of reverse curvature;

THENCE in a Southerly and Easterly direction along the said West right of way line of Farish Circle, with a curve to the left along a cul de sac, passing at 194.33 feet a found 3/4 inch pinched top pipe marking the Southwest corner of Lot 31 of Bayou Woods, Section Two, said curve to the left having a radius of 50.00 feet, a central angle of 255 degrees 59 minutes 56 seconds, an arc length of 223.40 feet, a chord that bears South 87 degrees 28 minutes 58 seconds East, a distance of 78.80 feet to a found 5/8 inch iron rod (bent), marking a point of compound curvature;

THENCE in a Northerly direction along the East right of way line of Farish Circle with a curve to the right having a radius of 50.00 feet, a central angle of 37 degrees 59 minutes 32 seconds, an arc length of 33.15 feet, a chord that bears North 16 degrees 53 minutes 20 seconds West, a distance of 32.55 feet to a found 5/8 inch iron rod marking a point of reverse curvature;

THENCE in a Northerly direction along the said East right of way line of Farish Circle with a curve to the right having a radius of 770.00 feet, a central angle of 20 degrees 39 minutes 57 seconds, an arc length of 277.73 feet, a chord that bears North 11 degrees 58 minutes 05 seconds East, a distance of 276.22 feet to a found 3/8 inch iron rod marking the West corner of that certain 1.3535 acre tract of land conveyed to Stephen L. Way as recorded under Harris County Clerk's File No. 20070528971, said found 3/8 inch iron rod also marking the North corner of the herein described tract;

THENCE South 60 degrees 03 minutes 52 seconds East, along the South line of said Way 1.3535 acre tract, a distance of 407.22 feet to a found 5/8 inch iron rod marking a point for angle in the East line of said Lot 31, and also marking a point for angle in the West line of Stablewood Partial Replat of Block 6, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 416047 of the Map Records of Harris County, Texas, said found 5/8 inch iron rod marking the South corner of said Way 1.3535 acre tract, said found 5/8 inch iron rod also marking the Northeast corner of the herein described tract;

THENCE South 02 degrees 16 minutes 56 seconds East, passing at 110.30 feet a point for corner being the Southeast corner of said Lot 31 of Bayou Woods, Section Two, passing at 224.97 feet a found Y. inch iron rod marking the Southwest corner of said Stablewood Partial Replat of Block 6, same being the Northwest corner of Block 1 of Stablewood Reserve "F", an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 425079 of the Map Records of Harris County, Texas, passing at 644.81 feet a found 5/8 inch iron rod marking the Southwest corner of said Block 1 of Stablewood Reserve "F", same being the Northwest corner of Restricted Reserve "G" in Block 4 of the Amending Plat Of Stablewood, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 354014 of the Map Records of Harris County, Texas, passing at 694.81 feet a point for corner being the Southwest corner of said Restricted Reserve "G", same being the Northwest corner of Lot 56 in

said Block 4 of the Amending Plat of Stablewood, passing at 770.58 feet a point for corner being the Northwest corner of that certain 5.433 acre tract of land conveyed to the Harris County Flood Control District as recorded under Film Code No. 354014 of the Map Records of Harris County, Texas, continuing for a total distance of 1,049.02 feet to a point for corner being the most Southeasterly corner of the North Gradient Boundary Of Buffalo Bayou (established by others on February 28, 2013), said point for corner also being the Southeast corner of the herein described tract;

THENCE in a Northwesterly direction along the said North Gradient Boundary Of Buffalo Bayou, the following courses;

South 87 degrees 10 minutes 04 seconds West, a distance of 12.95 feet;

North 09 degrees 08 minutes 10 seconds East, a distance of 29.51 feet to the beginning of a non-tangent curve to the left;

Northwesterly along said non-tangent curve to the left having a radius of 284.30 feet, a central angle of 29 degrees 54 minutes 45 seconds, an arc length of 148.43 feet, a chord that bears North 14 degrees 21 minutes 31 seconds West, a distance of 146.75 feet;

North 43 degrees 04 minutes 42 seconds West, a distance of 65.14 feet to the beginning of a non-tangent curve to the left;

Northwesterly along said non-tangent curve to the left having a radius of 243.05 feet, a central angle of 30 degrees 22 minutes 13 seconds, an arc length of 128.83 feet, a chord that bears North 78 degrees 29 minutes 57 seconds West, a distance of 127.33 feet;

South 81 degrees 33 minutes 27 seconds West, a distance of 83.92 feet;

South 82 degrees 07 minutes 31 seconds West, a distance of 75.67 feet to the beginning of a non-tangent curve to the right;

Northwesterly along said non-tangent curve to the right having a radius of 510.90 feet, a central angle of 11 degrees 37 minutes 21 seconds, an arc length of 103.64 feet, a chord that bears North 83 degrees 40 minutes 33 seconds West, a distance of 103.46 feet;

North 74 degrees 16 minutes 45 seconds West, a distance of 56.69 feet to the beginning of a non-tangent curve to the left;

Northwesterly along said non-tangent curve to the left having a radius of 17,280.79 feet, a central angle of 00 degrees 29 minutes 45 seconds, an arc length of 149.54 feet, a chord that bears North 63 degrees 47 minutes 54 seconds West, a distance of 149.54 feet;

North 54 degrees 00 minutes 20 seconds West, a distance of 61.31 feet;

North 47 degrees 37 minutes 59 seconds West, a distance of 46.13 feet;

North 54 degrees 44 minutes 03 seconds West, a distance of 46.48 feet to the beginning of a non-tangent curve to the right;

Northwesterly along said non-tangent curve to the right having a radius of 74.03 feet, a central angle of 45 degrees 18 minutes 34 seconds, an arc length of 58.54 feet, a chord that bears North 23 degrees 27 minutes 10 seconds West, a distance of 57.03 feet to the beginning of a non-tangent curve to the left;

Northwesterly along said non-tangent curve to the left having a radius of 154.66 feet, a central angle of 33 degrees 42 minutes 30 seconds, an arc length of 90.99 feet, a chord that bears North 51 degrees 24 minutes 25 seconds West, a distance of 89.68 feet;

North 67 degrees 34 minutes 29 seconds West, a distance of 50.11 feet;

North 61 degrees 02 minutes 14 seconds West, a distance of 55.38 feet to the beginning of a non-tangent curve to the right;

Northwesterly with said non-tangent curve to the right having a radius of 35.79 feet, a central angle of 48 degrees 46 minutes 36 seconds, an arc length of 30.47 feet, a chord that bears North 55 degrees 57 minutes 53 seconds West, a distance of 29.55 feet;

North 22 degrees 47 minutes 39 seconds West, a distance of 15.84 feet to a point for corner lying in the East line of Restricted Reserve "A" of Winston Woods, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 387080 of the Map Records of Harris County, Texas, said point for corner being the most Southwesterly corner of the herein described tract;

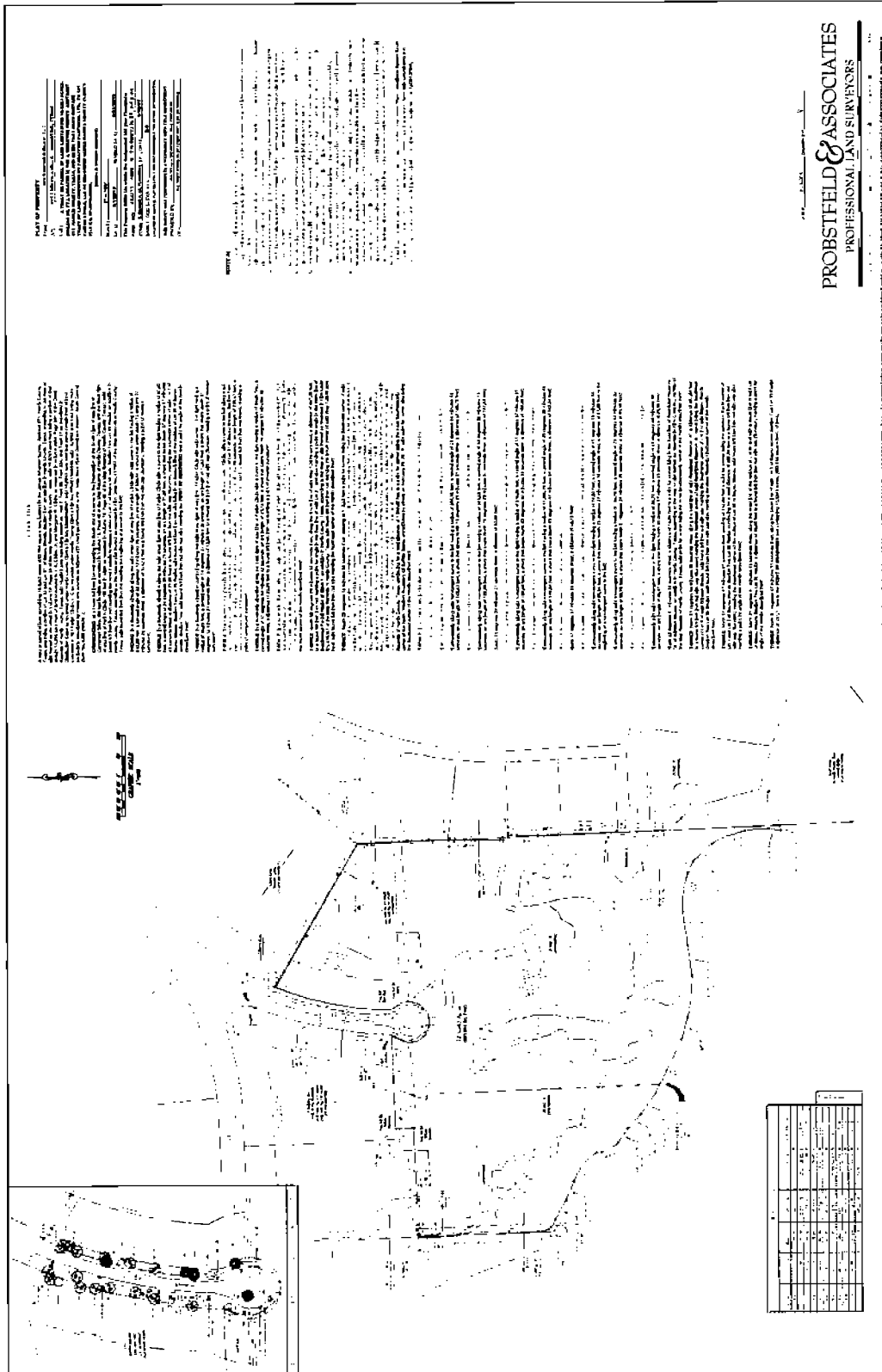
THENCE North 01 degrees 56 minutes 05 seconds West, along the East line of said Restricted Reserve "A", a distance of 307.54 feet to a found 5/8 inch iron rod with cap (Survcon) marking the Northeast corner of said Restricted Reserve "A", same being the Southeast corner of Lot 8 of said Winston Woods, said found 5/8 inch iron rod with cap marking the Southwest corner of Lot 2 of said Bayou Woods Section Two Lot 30 Replat, said found 5/8 inch iron rod with cap also marking the most Westerly Northwest corner of the herein described tract;

THENCE North 87 degrees 47 minutes 01 seconds East, passing at 242.64 feet a point for corner being the common South corner of Lot 1 and Lot 2 of Bayou Woods Section Two Lot 30 Replat, continuing for a total distance of 268.94 feet to a found 5/8 inch iron rod with cap (Survcon) marking the Southwest corner of the residue of Lot 30 of Bayou Woods, said found 5/8 inch iron rod with cap also marking a point for angle of the herein described tract;

THENCE North 01 degrees 51 minutes 49 seconds West, along the West line of the residue of Lot 30 and with a South line of said Lot 1 of Bayou Woods Section Two Lot 30 Replat, a distance of 45.00 feet to a found 5/8 inch iron rod with cap (Survcon) marking a point for angle of the herein described tract;

THENCE North 87 degrees 47 minutes 01 seconds East, along the South line of said Lot 1 of Bayou woods Section Two Lot 30 Replat, a distance of 231.11 feet to the **POINT OF BEGINNING** and containing 15.9243 acres, (693,664 square feet), of land.

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PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

**DECLARATION OF
DEED RESTRICTIONS
FOR
BAYOU WOODS ESTATES**

EXHIBIT "A-2": PRIVATE SANITARY SEWER LINE (See §§5.05.1(b) and 6.01.2)

[DEPICTION ON FOLLOWING PAGE]

RP-2019-338074

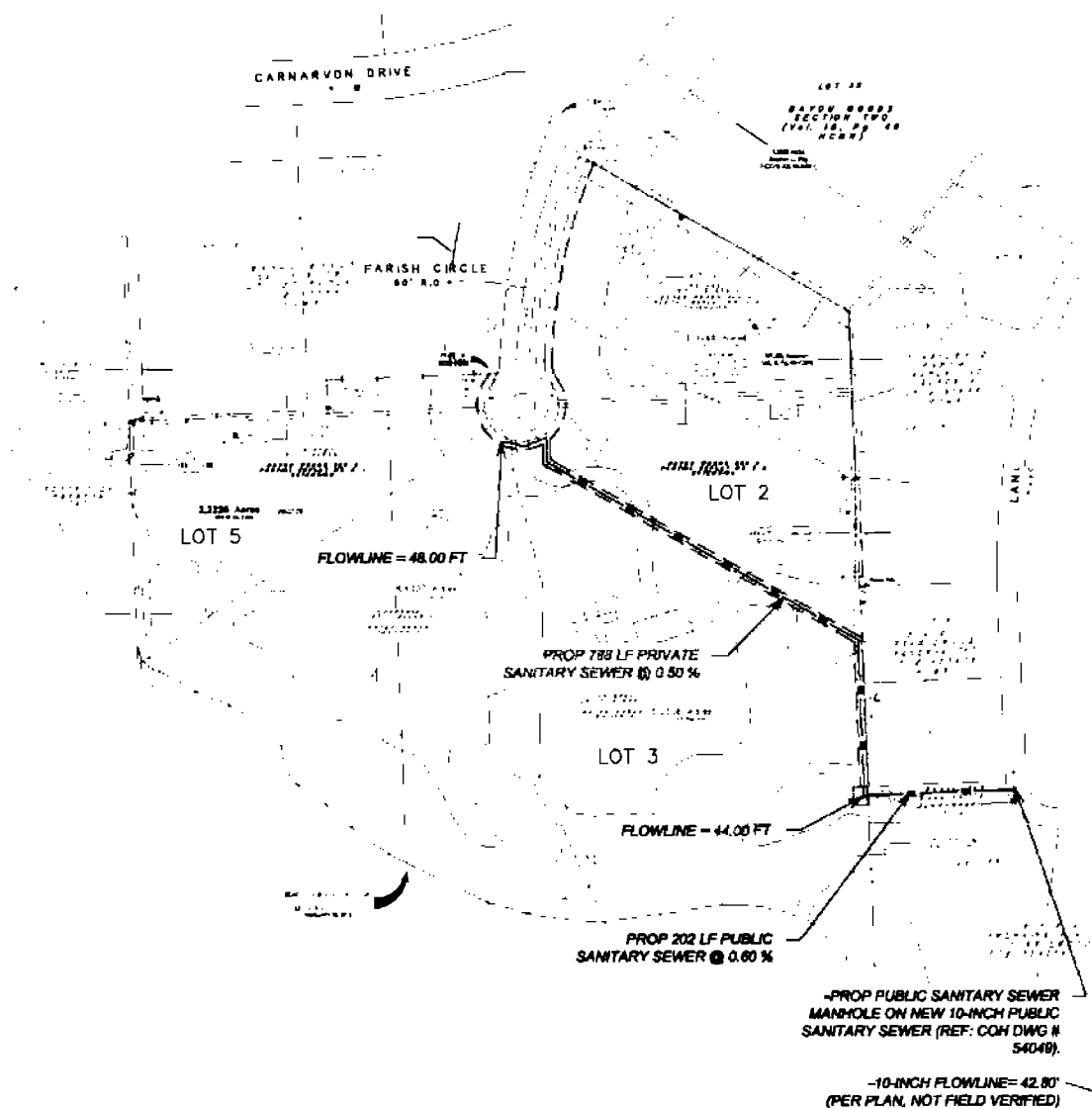


EXHIBIT "A-2"
PRIVATE SANITARY SEWER LINE EASEMENT TO
SERVE FARISH CIRCLE RESIDENTIAL LOTS 1-5

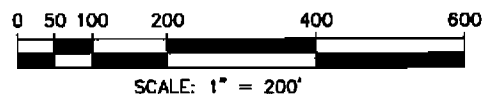


JONES CARTER

Texas Board of Professional Engineers Registration No. F-439
2322 West Grand Parkway North, Suite 150 - Katy, Texas 77449 - 832.923.4000

JOB NUMBER 16551-0001-00

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**DECLARATION OF
DEED RESTRICTIONS
FOR
BAYOU WOODS ESTATES**

**EXHIBIT "B": PROPERTY CONDITIONS AND OTHER
SUBDIVISION NOTICES, RELEASES AND INDEMNITIES**

B1.01 Application; Definitions. The provisions of this Exhibit "B" apply notwithstanding any other provisions of the Declaration or any other Governing Documents. In the event of any conflict between the Declaration or any other Governing Documents and this Exhibit "B", the provisions of this Exhibit "B" will control. In addition to the definitions contained in this Exhibit "B", if any, all definitions set forth in the Declaration (including **Article II** of and Exhibit "C" to the Declaration) are incorporated by reference herein. The provisions of this Exhibit "B" apply for the full term of the Declaration, including during and after the Development Period, as applicable.

B2.01 Notices: THE NOTICES SET FORTH IN THIS EXHIBIT "B" ARE HEREBY GIVEN TO ALL PROSPECTIVE PURCHASERS, TO ALL OWNERS, TENANTS AND THEIR RELATED PARTIES AND TO ALL OTHER PERSONS ENTERING, OCCUPYING OR USING ANY PART OF THE SUBDIVISION, INCLUDING ANY LOT OR SUBDIVISION FACILITIES. IT IS THE SOLE RESPONSIBILITY OF EACH PROSPECTIVE PURCHASER, AND OF EACH OWNER, TENANT AND OTHER OCCUPANT, TO INDEPENDENTLY INVESTIGATE AND VERIFY THE PRESENCE OR ABSENCE OF ANY AND ALL CONDITIONS AND MATTERS REFERENCED HEREIN, AND TO DETERMINE SUITABILITY OF RESIDENCY OR OCCUPANCY WITHIN THE SUBDIVISION.

B3.01 Property Conditions and Other Matters of Record.

B3.01.1 Development Period; Development Plans.

(a) As more particularly described in Exhibit "C" to the Declaration, the conducting of Development Activities will necessarily result in the creation and accumulation of dust, construction materials and equipment, trash and other debris, and additional traffic, noise, vibration, visual impact, and other inconveniences, disturbances, annoyance and variances from average or normal conditions within the Subdivision, and may include without limitation the creation of noxious, toxic or corrosive fumes or gases, obnoxious odors and temporary interruption of utilities and/or other services. These matters and conditions will necessarily exist and continue for longer periods of time as to Owners, tenants and other occupants who occupy residences early in the Development Period. No such Development Activities may ever be deemed a nuisance, or a violation of the Declaration or any other Governing Documents.

(b) As more particularly described in the Declaration, including Exhibit "C" to the Declaration, Declarant may, unilaterally and at any time, amend the Declaration and any other Governing Documents, may annex into and/or withdraw properties from the Subdivision, may add to, remove and/or otherwise change Subdivision Facilities (other than Security Systems), and may change or reconfigure the Subdivision, including, without limitation, with respect to costs for or the price range of Lots, residences and other Improvements, and/or the size, appearance, type, grade or configuration of any Lot, and/or the size, square footage, appearance, style, types

or grades of residences and/or roofing or exterior or other materials, color scheme or any other features of any residence or any other Improvements, provided that in no event shall any resulting Lot within the Subdivision be less than two acres in size, each main residential dwelling shall have not less than five thousand five hundred square feet of enclosed living area (air-conditioned space), each Lot shall be restricted to residential use as provided in **Section 7.01** and the approval of Plans and initial construction of single-family residential dwellings on all of the Lots must be subject during the Development Period to the Declaration as of the date of Filing of Record of the Declaration. Additionally, the provisions of **Article VII** of the Declaration shall not be amended during the Development Period by Declarant without the written approval of all of the Owners of Lots within the Subdivision. Any advertising materials, brochures, renderings, drawings, and any other representations, information or documentation as to the same are merely approximations as of the date provided, and do not in any manner limit any of Declarant's aforesaid rights. In addition, but without limitation of the foregoing, Declarant expressly disclaims any representations or warranties whatsoever as to the locations of any utilities, including utility boxes, street lighting, fire hydrants, or water or storm sewer lines, drain inlets or basins, or any related devices or facilities.

(c) The Declarant must provide each Owner with not less than thirty days advance notice of any proposed amendments before such amendments become effective. Declarant must also hold a meeting which is open to all Owners upon written request by any Owner which is received by Declarant within fifteen days after the date of Declarant's aforesaid notice to discuss whether such amendment should become effective. To the maximum extent permitted by law, including, without limitation, during the Development Period, any amendment relating to the Security System and/or garbage service in the Subdivision shall require an affirmative vote of not less than 80% of the Owners of the Lots in the Subdivision.

B3.01.2 Disruptions Due to Maintenance, Operation or Use. Maintenance, operation and use of Subdivision Facilities in general, and as to reserves, recreational facilities or amenities, guest parking areas, and other areas which are open generally to owners, tenants and/or their Related Parties will necessarily result in additional traffic, noise, visual impact, and other inconveniences, disturbances, annoyance and variances from average or normal conditions within the Subdivision.

B3.01.3 Areas Outside Subdivision, Including Streets and Airports. Declarant, the Association and their Related parties have little or no control over the development, use, occupancy, appearance or any other conditions regarding any properties adjacent to or within the vicinity of the Subdivision and have no duties or responsibilities whatsoever regarding the same. For example, but without limitation, area streets and thoroughfares may be affected by traffic and noise and may be improved and/or widened in the future.

B3.01.4 Environmental Conditions. Environmental conditions may exist within and/or emanate from Subdivision Facilities and/or other areas within or in the vicinity of the Subdivision which may or could affect health, safety or other qualities of life. Declarant, the Association and their Related Parties have no duties or responsibilities whatsoever regarding any of the foregoing. An Owner may mitigate (or consent to mitigation) as to the Owner's Lot, at the Owner's sole cost and expense, environmental conditions which are or may become a concern to the Owner, any tenant or any other occupants, provided that such mitigation may not damage or interfere with another Lot or any Subdivision Facilities and may not adversely affect Prevailing Community Standards, and subject in all cases to applicable provisions of **ARTICLE IV** of the Declaration regarding ACC review and approval.

B3.01.5 Water Runoff, Inundation and Flooding; Flood Insurance Notice.

(a) The Subdivision may be subject to erosion, water runoff, water overflow, flooding or other water inundation during unusually intense or prolonged periods of rain. Water may pond on various portions of the Subdivision, especially in areas having impervious surfaces. Risk factors as to flooding as a result of overflow of inland or tidal waters, and/or flooding, flood pooling, water overflow or discharge from dams, reservoirs and other water storage, management or reclamation projects or other water inundation are necessarily greater as to properties located near or in the areas of inland or coastal waters, or near or in the areas where dams, reservoirs or other water storage, management or reclamation projects are or may be located. Site specific information as to the locations of and risk factors concerning the foregoing are widely available, including on the Internet, and should be consulted by any prospective purchaser, Owner, tenant or other occupant as to any properties within the Subdivision.

(b) HOMEOWNER INSURANCE POLICIES DO NOT COVER LOSSES DUE TO FLOODS. Owners can insure their residences and contents and tenants can insure their possessions through the Federal Emergency Management Agency ("FEMA") and the National Flood Insurance Program. As of the date of this Declaration there is a 30-day waiting period before a flood insurance policy takes effect. Lenders may require flood insurance. Owners and tenants are in any case strongly advised to obtain flood insurance. As of the date of this Declaration additional information is available at www.floodsmart.gov, and other FEMA websites.

(c) DECLARANT, THE ASSOCIATION AND THEIR RELATED PARTIES HAVE NO RESPONSIBILITIES, DUTIES OR LIABILITIES WHATSOEVER REGARDING ANY POTENTIAL OR ACTUAL WATER RUNOFF, PONDING, FLOODING, FLOOD POOLING, OVERFLOW, WATER INUNDATION, WATER POLLUTION, OR RELATED HEALTH, SAFETY OR ENVIRONMENTAL MATTERS WITHIN OR IN THE VICINITY OF THE SUBDIVISION, ANY POTENTIAL OR ACTUAL IMPACT OF OR MITIGATION REGARDING ANY WATER RUNOFF, PONDING, FLOODING, FLOOD POOLING OR OVERFLOW, OR ANY OTHER WATER INUNDATION, OR OBTAINING OR MAINTAINING OF ANY FLOOD INSURANCE BY ANY OWNER, TENANT OR THEIR RELATED PARTIES, ANY LIENHOLDER, OR ANY OTHER PERSON.

B3.01.6 Light and View. The natural light available to and views from any Lot or residence may change over time due to various factors, including without limitation, additional development and the removal or addition of landscaping within or in the vicinity of the Subdivision. Natural light and views are not protected, and Declarant makes no representations or warranties regarding the same.

B3.01.7 Private Water System Notice. The Subdivision has a private water system. The water system is not a public water system. The water system, including water lines and fire hydrants, must be maintained by the Association and/or the owners in accordance with this Declaration and all other applicable Governing Documents.

B3.01.8 Short-Term Rentals Prohibited. Short-term rentals of any kind, including Airbnb, Home Away and VBRO type rentals, are prohibited, except that the provisions of **Section 7.12** of the Declaration regarding Special Event Rentals shall control any inconsistency with this **Section B3.01.8**.

B3.01.9 Other Restrictions. In addition to and without limitation of any provisions of this Declaration or other Governing Documents, each Lot and the Subdivision are subject to and each Owner, tenant and occupant covenants and agrees to comply with all applicable provisions of all Plats, common area agreements, property access easements or agreements, no build restrictions, and any and all other valid and enforceable covenants, conditions, restrictions, easements and all other applicable instruments as Filed of Record, as amended, as heretofore or hereafter established as to the Subdivision and/or as to any Lot or any other properties contained therein.

B4.01 Release and Indemnity: BY ACQUISITION OF ANY RIGHT, TITLE OR INTEREST IN AND/OR BY OCCUPANCY OF ANY LOT WITHIN THE SUBDIVISION, INCLUDING ANY LOT WHICH IS ADJACENT TO OR IN THE VICINITY OF ANY SUBDIVISION FACILITIES OR UPON WHICH ANY SUBDIVISION FACILITIES ARE LOCATED, AND/OR BY ENTRY IN TO OR USAGE OF ANY LOT OR ANY SUBDIVISION FACILITIES, EACH OWNER, TENANT AND THEIR RELATED PARTIES, AND EACH OCCUPANT AND ALL OTHER PERSONS, ACKNOWLEDGE, CONSENT TO AND ACCEPT ALL PROPERTY CONDITIONS, RESTRICTIONS AND OTHER MATTERS OF RECORD AND ALL OTHER MATTERS AND CONDITIONS AS DESCRIBED OR REFERENCED IN THE DECLARATION, INCLUDING THIS EXHIBIT "B", AND FULLY WAIVES AND RELEASES AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT, ALL DEVELOPMENT PERSONNEL, THE ASSOCIATION AND THEIR RELATED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, ACTIONS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER AS TO ALL SUCH MATTERS AND CONDITIONED, INCLUDING WITHOUT LIMITATION WITH REGARD TO ALL DEVELOPMENT ACTIVITIES AND ANY ENVIRONMENTAL, HEALTH OR SAFETY ISSUES. ABSENT BAD FAITH AND/OR INTENTIONAL OR WILLFUL MISCONDUCT, DECLARANT, ITS RELATED PARTIES AND ALL OTHER DEVELOPMENT PERSONNEL (INCLUDING AS TO ANY AUTHORIZED BUILDER) ARE NOT LIABLE TO ANY OWNER, TENANT OR ANY OTHER OCCUPANT, OR TO THE ASSOCIATION OR THE ACC, OR TO ANY RELATED PARTIES OF ANY OF THE FOREGOING, OR TO ANY OTHER PERSON FOR ANY CONSEQUENCES OF THE CONDUCTING OF ANY DEVELOPMENT ACTIVITIES.

B5.01 Provisions Not Exclusive. THE PROPERTY CONDITIONS AND OTHER MATTERS AND NOTICES AS SET FORTH IN THIS EXHIBIT "B" ARE NOT EXCLUSIVE OR EXHAUSTIVE AND ARE CUMULATIVE AS TO ALL OTHER APPLICABLE PROVISIONS OF THE DECLARATION, INCLUDING EXHIBIT "C" THERETO, AND OF ALL OTHER GOVERNING DOCUMENTS. THERE MAY BE OTHER CONDITIONS WITHIN OR WITHIN THE VICINITY OF THE SUBDIVISION AND OTHER MATTERS WHICH MAY AFFECT THE SUBDIVISION WHICH ARE NOT SUITABLE FOR PARTICULAR PERSONS. IT IS THE SOLE RESPONSIBILITY OF EACH PROSPECTIVE PURCHASER, OWNER, TENANT AND OTHER OCCUPANT TO INDEPENDENTLY INVESTIGATE AND VERIFY THE PRESENCE OR ABSENCE OF ANY SUCH CONDITIONS OR MATTERS.

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**DECLARATION OF
DEED RESTRICTIONS
FOR
BAYOU WOODS ESTATES**

EXHIBIT "C": DEVELOPMENT PERIOD

C1.01 Application. Notwithstanding any other provisions of the Declaration or any other Governing Documents to the contrary, the provisions of this Exhibit "C" apply during the Development Period (and thereafter as herein provided). In the event of any conflict between the Declaration or any other Governing Documents and this Exhibit "C", the provisions of this Exhibit "C" will control.

C2.01 Declarant Authority.

C2.01.1 Declarant Rights. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED HEREIN BUT OTHERWISE NOTWITHSTANDING ANY OTHER PROVISIONS OF THE GOVERNING DOCUMENTS, DURING THE DEVELOPMENT PERIOD (AND THEREAFTER AS APPLICABLE) DECLARANT MAY EXERCISE ALL RIGHTS, AUTHORITY, POWERS, PRIVILEGES AND PREROGATIVES OF DECLARANT AS PROVIDED IN OR PERMITTED BY THE GOVERNING DOCUMENTS, INCLUDING THE DECLARATION AND THIS EXHIBIT "C" THERETO, INDEPENDENTLY AND UNILATERALLY, WITHOUT NOTICE TO, AND WITHOUT THE JOINDER, VOTE OR CONSENT OF THE BOARD, THE ACC, ANY OTHER OWNER OR ANY OTHER PERSON. DECLARANT MAY EXERCISE ANY AND ALL SUCH RIGHTS, AUTHORITY, POWERS, PRIVILEGES AND PREROGATIVES IN DECLARANT'S SOLE AND ABSOLUTE DISCRETION AND IN DECLARANT'S SOLE INTEREST, AND DECLARANT OWES NO DUTY OF ANY KIND WHATSOEVER TO ANY OTHER PERSON OR ORGANIZATION REGARDING ANY OF THE SAME. EXCEPT AS OTHERWISE PROVIDED IN THE GOVERNING DOCUMENTS, INCLUDING THE DECLARATION AND THIS EXHIBIT "C" THERETO, SUCH RIGHTS, AUTHORITY, POWERS, PRIVILEGES AND PREROGATIVES OF DECLARANT AS THE DECLARANT WILL TERMINATE UPON TERMINATION OF THE DEVELOPMENT PERIOD AS APPLICABLE AND AS PROVIDED IN THE DECLARATION, INCLUDING THIS EXHIBIT "C".

C2.01.2 Approval of Builder ("Authorized Builder") By Declarant Required. During the Development Period, no builder is permitted to construct any residence or appurtenant Improvements upon any Lot or to otherwise conduct any Development Activities within the Subdivision other than a builder which has been designated in writing by Declarant as an Authorized Builder (if any, and whether one or more). Declarant expressly reserves the right from time to time and at any time to extend any rights of Declarant regarding the conducting of any Development Activities to any Authorized Builder, to reasonably regulate any and all activities of any Authorized Builder or any other builder, and to limit, modify or remove any such rights of any Authorized Builder or any other builder for cause. Declarant's designation of any builder as an Authorized Builder does not pass to any successor builder or to any other Person and may not be otherwise transferred or assigned. Declarant's right to designate (or not designate) any builder

as an Authorized Builder may be assigned only to another "Declarant" as so designated in accordance with applicable provisions of the Declaration.

C2.01.3 Declarant and ACC Architectural Review Authority. DURING THE DEVELOPMENT PERIOD ALL "PLANS" (AS DEFINED IN **SECTION 4.03.1** OF THE DECLARATION) MUST BE SUBMITTED TO DECLARANT AND TO THE ACC IF AND TO THE EXTENT THE PLANS APPLY TO MINIMUM LOT SIZE, SETBACKS, OR THE LOCATION OR HEIGHT OF THE IMPROVEMENTS ON THE LOTS. FOR PURPOSES OF THIS **SECTION C2.01.3** AND **SECTION C3.01** "PLANS" INCLUDE A PRELIMINARY SUBMITTAL (HEREAFTER DEFINED). SUCH PLANS ARE SUBJECT TO REVIEW AND APPROVAL IN ACCORDANCE WITH **ARTICLE IV** OF THE DECLARATION, THIS **SECTION C2.01.3** AND **SECTION C3.01**, AS APPLICABLE. Declarant must review properly submitted Plans within ten days after receipt by Declarant and the ACC. Declarant must also advise the ACC in writing as to approval, conditional approval or rejection of the Plans within the said ten-day period. If Declarant does not so advise the ACC, the Plans will be deemed approved by the Declarant. If Declarant advises the ACC as aforesaid, the ACC may accept or reject the decisions of the Declarant, in whole or in part. In any case the ACC must notify Declarant and the applicant for approval of the decisions of the ACC in writing within twenty days after receipt of the Plans by the ACC, failing which the Plans will be deemed approved. Any rejection of Plans or conditions of approval by the ACC may be appealed as provided in **Section 4.03** of the Declaration.

C3.01 Declarant and Builder Assessments. The obligation for payment of assessments by Declarant will commence upon the Filing of Record of the Declaration. The obligation of any builder (including an Authorized Builder) to pay assessments will commence as to each Lot upon the date of conveyance of the Lot to the builder (including an Authorized Builder). Assessments will be prorated from the first day of the month following Filing of Record of this Declaration or conveyance as aforesaid, as applicable.

C3.02 Preliminary Review and Approval Process for Initial Residence and Related Improvements.

C3.02.1 Notwithstanding the requirements of **Section 4.03.1** of the Declaration with respect to the submission of final Plans for a Regulated Modification, a preliminary review and approval process is hereby established permitting each Owner (if they so elect) to obtain preliminary approval of a design as to one or more aspects or phases for initial construction of the residence and related Improvements on a Lot early enough in the design process to reduce costs from the development of a design that may ultimately be disapproved. "Preliminary Submittals" (hereafter defined) must be conspicuously identified as such and must be submitted (i) during the Development Period, to Declarant and to the ACC if the Preliminary Submittal applies to minimum Lot sizes, setbacks, or the location or height of an Improvement, or (ii) to the ACC only after the Development Period. All references in this **Section C3.02** to "ACC" means and includes Declarant and the ACC or only the ACC, as applicable.

C3.02.2 This Preliminary Review and Approval Process sets minimum requirements for the information to be submitted, but each Owner is responsible for submitting any additional information necessary to adequately explain the proposed design since the Owner is uniquely qualified to determine how best to present it. Each Owner who elects to use this process must obtain the ACC's preliminary review and written approval of the proposed Regulated Modification before any further review or approval thereof by the ACC. Commencement of developing or attempted permitting as to any construction documents whatsoever without the ACC's preliminary approval is not permitted and will be at the Owner's sole risk of the ACC's

subsequent rejection. "Preliminary Submittals" (hereafter defined) that receive preliminary approval or conditional approval will also be subject to the formal Plan approval process outlined in **Section 4.03** of the Declaration, provided that the grounds for any change as to approval or conditional approval of a Preliminary Submittal must be reasonably itemized. In writing

C3.02.3 It is contemplated that some Owners will make multiple submissions for various aspects or phases of the design of the constituent parts of their residence and related Improvements, including, without limitation, the main dwelling, landscaping, fencing, pool and other Improvements. With respect to each constituent part of the Improvements as to which Owner is requesting the ACC to grant preliminary approval pursuant to this Preliminary Review and Approval Process, the Owner must submit the following to the extent applicable to such Improvement:

(a) Two (2) sets of schematic architectural drawings, including, without limitation (the "**Preliminary Submittal**"):

1. 1/8 inch scale site plan (showing landscaping, driveways, walkways and other hardscape) in color
2. 1/4 inch scale floor plans
3. Exterior images that illustrate the schematic design for all applicable facades (front, side and rear) comprised of elevations or similar drawings such as 3D images or scaled models, depending on the complexity of the Preliminary Submittal, which together illustrate all exterior features

(b) If requested by the Declarant during the Development Period or ACC thereafter, a certification that the construction documents will require the contractor to build a mock-up of the approved exterior façade materials (4 ft. x 8 ft. min.) for review by an ACC representative during construction, before such exterior materials are procured.

(c) Schematic site drainage plan prepared by a registered engineer or architect, if applicable.

(d) Calculations and diagrams showing the square footage of the Lot, main dwelling and of the hardscape features.

(e) Drawings and diagrams demonstrating compliance with all applicable restrictions on building height and proximities, setbacks, fences, pools, spas, exterior equipment and any other restricted feature to the extent applicable.

(f) Exterior materials board(s) displaying samples of exterior materials and colors (each material must have a sample of not less than 1 ft. square).

(g) Written narrative (not to exceed 2 pages, double spaced or 500 words) describing and showing with one or more photographs of existing Improvements in the Subdivision how the Applicant's design is compatible with Prevailing Community Standards.

C3.01.4 Once a decision has been made about the Preliminary Submittal, duplicate plans and the materials board will be available for pick-up by the Owner.

C3.01.5 The ACC must review and approve, conditionally approve or reject the Preliminary Submittal as provided in **Section C2.01.3**. Written notice of the decision(s) of the

ACC must be given to the applicable Owner, with the grounds of any condition or rejection itemized in reasonable detail. If rejected the Owner may appeal the decision(s) of the ACC in the same manner as rejected Plans are appealed pursuant to **Section 4.03** of the Declaration.

C3.01.6 In the case of approval or conditional appeal of a Preliminary Submittal the Owner applicant must sign the notice thereof to acknowledge receipt of the notice and, as applicable, any conditions related to the approval. Where applicable, the contractor will also be required to sign the notice. The notice will not become effective until the notice is signed as aforesaid and a copy thereof is delivered to the ACC.

C4.01 Development Activities.

C4.01.1 General. During the Development Period and through the Initial Sale of all Lots within the Subdivision, whether or not completion of the Initial Sale of all Lots occurs during or after the Development Period, Declarant, Declarant's Related Parties and all Development Personnel have the right and authority to conduct any and all Development Activities during any times and on any days as deemed necessary or appropriate by Declarant, but such Development Activities shall not unreasonably interfere with the ongoing construction of Improvements by an Owner. "**Development Personnel**" means all constructors, sub-contractors, suppliers, vendors, sales agents, realtors and all other related personnel and designees of Declarant to the extent authorized or permitted by Declarant to conduct any Development Activities. The conducting of any Development Activities at any time or place, or in any manner, will not constitute any violation of the Declaration or any other Governing Documents. WITHOUT LIMITATION OF ANY OTHER PROVISIONS HEREOF, DECLARANT DOES NOT REPRESENT, WARRANT OR GUARANTEE ANY SPECIFIC PERIOD OF TIME OR DATE DURING OR BY WHICH ANY CONSTRUCTION OF ANY RESIDENCES AND RELATED IMPROVEMENTS WILL COMMENCE OR BE COMPLETED, OR BY WHICH ANY OTHER DEVELOPMENT ACTIVITIES WILL COMMENCE OR BE COMPLETED.

C4.01.2 Specifically Included Activities. Without limitation of **Section B5.01.1** or any other provisions of the Declaration, including this Exhibit "C", Development Activities include full authority (i) to provide for or permit access to the Subdivision by Development Personnel, by prospective purchaser, by real estate brokers or agents and by any other persons which Declarant deems necessary, appropriate or convenience to the conducting of any Development Activities, (ii) to maintain models within the Subdivision, (iii) to have, place and maintain sales and promotional signs, flags, banners and similar promotional devices within the Subdivision, (iv) to conduct from time to time an "open house" and similar events for brokers, agents and other persons which may include, without limitation, leaving limited access gates (if any) open during the day as hereafter provided, (v) to use for development, sales and/or promotional purposes all or any part of any Lot, including the residence or other Improvements located thereon, which is owned by Declarant, (vi) to permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with any Development Activities, including usage of garages as sales or construction offices, provided that at or prior to the date of the Initial Sale of a Lot to an Owner other than Declarant or an Authorized Builder any such garage must be fully reconverted to a garage, and any such other Owner or their successors in title will be responsible for completion of the reconversion to any extent the reconversion is not completed as aforesaid, (vii) to permit parking by any Development Personnel at any locations within or in the area of the Subdivision, excluding any Lot owned by another Owner after the Initial Sale thereof, (viii), to conduct Development Activities during the Development Period on any days and during any hours as deemed necessary or convenient by Declarant for the conducting of any Development Activities, (ix) to impose temporary rules, regulations and parking policies and

procedures and to designate and post by signage or otherwise "no parking" areas and/or other applicable rules, regulations and procedures as deems necessary or appropriate by Declarant for the conducting of any Development Activities, and (x) to impose and enforce such rules, regulation and procedures as deemed necessary or appropriate by Declarant for the completion of any Development Activities and to avoid hindrance or interference with any Development Activities, including limiting or denying access to areas of the Subdivision, designating temporary dumping sites and maintenance of metal buildings or structures.

C4.01.3 Easements. Declarant, Declarant's Related Parties and all Development Personnel are entitled during the Development Period to use and exercise all easements set forth in the Declaration for, and Declarant may grant or exercise such additional easements for ingress, egress and usage for, the conducting of any and all Development Activities as determined by Declarant. In addition, temporary construction easements upon, under, over, across and above all Subdivision Facilities and each Lot, excluding any Lot owned by another Owner after the Initial Sale thereof, are reserved and dedicated in favor of Declarant, Declarant's Related Parties and all Development Personnel for purposes of the conducting of any such Development Activities.

C5.01 Amendment of Governing Documents; Changes in Composition of Subdivision.

C5.01.1 General. During the Development Period, Declarant reserves the right (i) to adopt, amend, modify, revise or repeal, from time to time and at any time, this Declaration and any other Governing Documents, except as limited by the terms of Exhibit "B", (ii) to prepare, amend, modify, revise or repeal any Plat covering or to cover the Subdivision, including, without limitation, elimination, change or reconfiguration of any Lots, reserves, compensating open space, streets, easements, or any other parts, features, depictions, descriptions, notes, restrictions and any other aspects of any Plat, or any amendments or revisions thereof, (iii) to combine with, annex in to and/or to otherwise make a part of the Subdivision any other real property, any part of which is adjacent to, or across any street from, or otherwise located within one-half mile from, any part of the Subdivision as configured at the time of the combination or annexation, (iv) with the consent of the Owner thereof, to withdraw or remove any real property from the Subdivision, and (v) as to any or all of the foregoing, to amend this Declaration, any Plat and any other Governing Documents accordingly. During the Development Period, Declarant may exercise any and all of the aforesaid rights without the joinder, vote, or consent of the Association, the Board, the ACC, any Owner or any other Person, provided that Declarant must first obtain approval of the Board which approval may not be unreasonably withheld.

C5.01.2 Notwithstanding anything contained in **Section C5.01.1** to the contrary, any reconfiguration of any Lots (by amendment or otherwise) is subject to the two acre minimum Lot size with the single-family dwelling constructed on such reconfigured Lots subject to a minimum of five thousand five hundred square feet of enclosed living area (air-conditioned space) and such Lots shall remain subject to the residential use restrictions contained in **Article VII** of the Declaration. Additionally, notwithstanding anything contained in **Section C5.01** to the contrary, to the maximum extent permitted by law, any portion of the Subdivision withdrawn from the Subdivision by amendment or otherwise shall remain restricted to single-family residential use, with a minimum Lot size of not less two acres and with the single-family dwelling constructed on such reconfigured Lots subject to a minimum of five thousand five hundred square feet of enclosed living area (air-conditioned space) and shall otherwise be subject to the deed restrictions applicable to the Related Subdivision, unless otherwise approved by all Owners of Lots within the Subdivision.

C5.01.2 Method; Effective Date. Any amendment, modification, revision, repeal, residential use easement, combination, annexation or other matter as provided in this **Section C5.01.2** may be made by execution by or with the authority of Declarant of the appropriate instrument or instruments, and will be effective from and after the date of Filing of Record of the applicable document, or such later date as expressly provided in the applicable document.

C6.01 Dispute Resolution; Limitations.

C6.01.1 Dispute Defined. "**Dispute**" means any claim, demand, action or cause of action, and all rights and remedies regarding the same, claimed or asserted by a "Dispute Claimant" (as hereafter defined) against or adverse to Declarant or to any Related Parties of Declarant ("**Declarant Parties**") regarding (i) any Development Activities within or regarding the Subdivision, including without limitation the construction, design, maintenance or repair of any Subdivision Facilities, (ii) the establishment, operation or management of the Association, including any maintenance, governance, budgetary, financial or any other functions of the Association, and/or any other acts or omissions of the Association, (iii) the construction, operation, application or enforcement of any provisions of, or otherwise arising out of or relating to, the Declaration, including all Exhibits to the Declaration, or to any other Governing Documents, or to the breach thereof, and (iv) all other matters relating directly or indirectly to any of the foregoing. A "**Dispute Claimant**" means (y) the Association, the Association's Related Parties and any other Person asserting a Dispute on behalf of, or by, through or under, the Association by derivative action or otherwise, and/or (z) any Owner, tenant or their Related Parties. A Dispute does not include any matters covered by any written warranties of any Owner regarding the Owner's residence such as, for example, the limited warranty program sponsored by the American Construction & Education Services, Inc. ("ACES"), or substantial equivalent; provided, a Dispute does include any disagreement, controversy or claim to the extent necessary to determine that a matter is or is not covered by any such written warranty and/or any potential obligation or liability of any Declarant Parties regarding the same.

C6.01.2 Required Preconditions and Procedures, Including Dispute Notice.

(a) Before a Dispute Claimant may file any suit or initiate any mediation or arbitration proceedings as to any Dispute, the Dispute Claimant must give written, dated and signed notice (a "**Dispute Notice**") to the Declarant Parties and to any other Person subject to the Dispute. The Dispute Notice must fully identify and describe the Dispute, including in specific detail all incomplete, defective or damaged property and all other matters and conditions regarding the Dispute, and all modifications, maintenance, repairs and any other remedial action required as to the Dispute. The Dispute Notice must also include true and correct copies of a preliminary report of experts or otherwise the Dispute Claimant intends to rely upon regarding the Dispute Notice.

(b) The Dispute Claimant must allow the Declarant Parties and each other Person subject to the Dispute at least sixty days after the Dispute Notice and all applicable reports are received by all such parties to inspect and correct any condition or other matter identified in the Dispute Notice. If any condition or other matter cannot reasonably be corrected within sixty days, then the work thereon must be commenced within sixty days and must thereafter be prosecuted diligently through completion. Any Declarant Parties and any other Person subject to the Dispute may request, and the Dispute Claimant must promptly schedule and fully cooperate in the conducting of, any inspections, testing, examinations or reviews regarding the Dispute Notice. The Declarant Parties or any other Person subject to the Dispute may require the

presence at any such inspections, testing, examinations or reviews of any experts or other authors of reports the Dispute Claimant intends to rely upon regarding the Dispute Notice. The Declarant Parties or any other Person subject to the Dispute may also require such experts or other persons to point out or otherwise specifically identify all incomplete, defective or damaged property and any other matters or conditions regarding the Dispute, and all modifications, maintenance, repairs and any other remedial action required as to the Dispute.

(c) The provisions of this **Section C6.01.2** are subject to and without limitation of any other provisions of this **Section C6.01**.

C6.01.3 Mediation and Binding Arbitration.

(a) Any Declarant Party may, by written request, require that any Dispute be submitted to mediation or binding arbitration to be conducted in the County in which the Subdivision is located. Unless the parties otherwise mutually agree, any binding arbitration must be conducted in accordance with the Construction Industry Arbitration Rules (or substantial equivalent) of the American Arbitration Association, and such rules are incorporated by reference herein. A request for mediation or binding arbitration may be made either during or after the Development Period, and either before or after initiation of any other legal action. If mediation is requested but does not fully resolve any Dispute, then a request may be made by any Declarant Party for binding arbitration as to the Dispute or any unresolved matters as to the same. The decisions of the arbitrator(s) in binding arbitration will be final and conclusive. Judgment may be entered as to any mediation settlement or arbitration award in any court that has jurisdiction as to the same.

(b) IF ANY DISPUTE CLAIMANT FAILS TO COMPLY WITH ANY REQUEST FOR MEDIATION OR BINDING ARBITRATION, OR TO ATTEND OR OTHERWISE FULLY PARTICIPATE IN GOOD FAITH IN THE MEDIATION OR BINDING ARBITRATION PROCEEDINGS, THEN THE DISPUTE CLAIMANT WILL BE DEEMED TO HAVE WAIVED ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION REGARDING ALL DISPUTES RELATED TO THE REQUEST OR THE PROCEEDINGS, AND ALL DECLARANT PARTIES AND ANY OTHER PARTIES TO THE DISPUTE WILL THEREBY BE FULLY RELEASED AND DISCHARGED FROM ANY AND ALL LIABILITIES REGARDING THE SAME.

(c) Each party to a mediation or binding arbitration must bear its own costs and expenses, including attorney's fees, regarding the mediation or the binding arbitration. Notwithstanding the foregoing, (i) if a party unsuccessfully contests the validity, application, interpretation or scope of mediation or arbitration in a court of law, the non-contesting party must be awarded reasonable attorney's fees and expenses incurred in any such proceedings, or (ii) if a party fails to abide by the terms of a mediation settlement or arbitration award, the party enforcing the settlement or award must be awarded reasonable attorney's fees, costs and expenses incurred as to the same. In addition, if a Dispute is determined to have been groundless, or to have been brought in bad faith or for purposes of harassment, recovery of costs, expenses and reasonable attorney's fees from the party which asserted the groundless Dispute must be granted in the applicable mediation settlement or arbitration award. "**Groundless**" means no basis in fact, or not warranted by existing applicable law or a good faith argument for the extension, modification or reversal of existing applicable law.

C6.01.4 Notice of Dispute Required; Limitations. NOTICE AS PROVIDED IN THIS SECTION B7.01 OF ANY DISPUTE MUST BE GIVEN TO ALL DECLARANT PARTIES NOT LATER THAN ONE HUNDRED TWENTY DAYS AFTER, AND SUIT REGARDING ANY

DISPUTE MUST BE FILED IN A COURT OF COMPETENT JURISDICTION NOT LATER THAN TWO YEARS PLUS ONE DAY AFTER THE DATE OF ANY CLAIM OR CAUSE OF ACTION REGARDING THE DISPUTE ACCRUES. ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION REGARDING ANY DISPUTE AS TO WHICH NOTICE IS NOT GIVEN OR AS TO WHICH SUIT IS NOT FILED AS AFORESAID IS THEREAFTER WAIVED, BARRED, RELEASED AND FOREVER DISCHARGED.

C7.01 Limitation of Liability; No Impairment. DECLARANT MAY EXERCISE ANY AND ALL RIGHTS, AUTHORITY, POWERS, PRIVILEGES AND PREROGATIVES, EXPRESS OR IMPLIED, AS PROVIDED IN OR PERMITTED BY THE DECLARATION, INCLUDING THIS EXHIBIT "C", OR BY ANY ORTHER GOVERNING DOCUMENTS, IN DECLARANT'S SOLE AND ABSOLUTE DISCRETION. ABSENT BAD FAITH AND INTENTIONAL AND WILLFUL MISCONDUCT, DECLARANT, ITS RELATED PARTIES AND ALL DEVELOPMENT PERSONNEL ARE HEREBY RELEASED FROM ANY CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION AND ANY AND ALL LIABILITY WHATSOEVER TO ANY OWNER, TENANT OR ANY OTHER OCCUPANT, OR TO THE ASSOCIATION, OR TO ANY RELATED PARTIES OF ANY OF THE FOREGOING, OR TO ANY OTHER PERSON FOR ANY ACTS OR OMISSIONS REGARDING ANY OF THE FOREGOING, INCLUDING AS TO THE CONDUCTING OF ANY DEVELOPMENT ACTIVITIES.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THE DECLARATION OR ANY OTHER GOVERNING DOCUMENTS, NO PROVISIONS OF THIS EXHIBIT "C", AND NO OTHER RIGHTS OR LIMITATIONS OF LIABILITY APPLICABLE TO DECLARANT PURSUANT TO THE DECLARATION OR ANY OTHER GOVERNING DOCUMENTS, MAY BE AMENDED, MODIFIED, CHANGED OR TERMINATED EITHER DURING OR AFTER TERMINATION OF THE DEVELOPMENT PERIOD WITHOUT THE PRIOR WRITTEN CONSENT OF DECLARANT.

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08/02/2019 03:15 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$264.00

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-338074