

**Declarations-CC&Rs**  
**Eldridge Road Townhome Association**

RESTATED  
**RESERVATIONS, RESTRICTIONS AND  
EASEMENTS**  
**(or DECLARATION)**

for

ELDRIDGE ROAD TOWNHOMES ASSOCIATION

3 February 2017  
(As approved on 6/29/2016)

*3 February 2017*

**TABLE OF CONTENTS**

<b>ARTICLE I. DEFINITIONS .....</b>	<b>6</b>
<b>ARTICLE II. ARCHITECTURAL CONTROL .....</b>	<b>6</b>
Section 2.01 Architectural Controller .....	6
Section 2.02 Architectural Controller's Scope of Authority .....	6
<b>ARTICLE III. GENERAL CONSTRUCTION RESTRICTIONS .....</b>	<b>8</b>
Section 3.01 Necessary and Reasonable Alterations .....	8
Section 3.02 Alteration Overlap .....	8
Section 3.03 Temporary Structures .....	8
Section 3.04 Combining Townhomes .....	9
<b>ARTICLE IV. GENERAL PROVISIONS .....</b>	<b>9</b>
Section 4.01 Duration .....	9
Section 4.02 Enforcement .....	9
Section 4.03 Fine Assessments for Violations .....	10
Section 4.04 Interpretation .....	10
<b>ARTICLE V. GENERAL USE RESTRICTIONS .....</b>	<b>10</b>
Section 5.01 Single Family Dwelling for Residential Use .....	10
Section 5.02 Home Office Use .....	10
Section 5.03 Prohibited Use .....	10
Section 5.04 Vehicle Parking Rules .....	11
Section 5.05 Commercial Animal and Pet Restrictions .....	13
Section 5.06 Storage and Dumping of Rubbish, Garbage and Waste Materials .....	14
Section 5.07 Placement and Storage of Dangerous Liquids, Material and Equipment .....	14
Section 5.08 Open Fires and Barbecue Pits .....	14
Section 5.09 Firearms .....	14
Section 5.10 Signs .....	15
Section 5.11 Leasing of Townhomes .....	15
<b>ARTICLE VI. COMMON VERSUS OWNER'S PROPERTY .....</b>	<b>16</b>
Section 6.01 Common Property .....	16
Section 6.02 Boundary Lines with Common Property .....	16
Section 6.03 Water System .....	17
Section 6.04 Sewer System .....	17

*3 February 2017*

Section 6.05 Drainage System .....	17
Section 6.06 Landscaping Maintenance Limits .....	17
Section 6.07 Rights to Common Property .....	18
Section 6.08 Protection of Common Property .....	18
Section 6.09 Townhome Paths or Driveways .....	18
<b>ARTICLE VII. ASSOCIATION FUND .....</b>	<b>18</b>
Section 7.01 Management of Association Fund .....	18
Section 7.02 Liability for Collections .....	19
Section 7.03 Required Uses of the Association Fund .....	19
Section 7.04 Maintenance and Repair of Common Property Streets .....	21
Section 7.05 Third Party Services .....	21
<b>ARTICLE VIII. TOWNHOME MAINTENANCE, REPAIR AND REPLACEMENT .....</b>	<b>21</b>
Section 8.01 Responsibility for Maintenance, Repair and Replacement .....	21
Section 8.02 Shared Owners' Property .....	22
Section 8.03 Shared Building Roof Structures .....	23
Section 8.04 Townhome Building Foundations .....	23
Section 8.05 Party Walls .....	24
Section 8.06 Owner Responsibility to Maintain their Townhomes .....	24
Section 8.07 Protection of Common Property .....	25
<b>ARTICLE IX. RESERVATIONS .....</b>	<b>25</b>
Section 9.01 Association's Rights of Ingress and Egress .....	25
<b>ARTICLE X. GENERAL PROVISIONS .....</b>	<b>25</b>
Section 10.01 Mortgagee or Trustee Rights .....	25
Section 10.02 Invalidity and Impairment of any Provisions .....	26
Section 10.03 Enforceability .....	26
Section 10.04 Application to Property Transfers .....	26
Section 10.05 Association Membership.....	26
Section 10.06 Limits of Association Powers .....	27
Section 10.07 Applicability for any Future Development .....	27
<b>ARTICLE XI. UTILITY SERVICES .....</b>	<b>27</b>
Section 11.01 Water Service .....	27
Section 11.02 Repair, Maintenance and Purchase of Water Sub meters .....	28

*3 February 2017*

Section 11.03 Remedy for Collection of Water Sub meter Expenses .....	28
Section 11.04 Sanitary Sewer Service .....	28
Section 11.05 Drainage Service .....	29
Section 11.06 Costs for Water, Sewer and Drainage Services .....	29
Section 11.07 Electrical Service .....	30
Section 11.08 Gas Service .....	31
<b>ARTICLE XII. OBLIGATIONS OF OWNERS .....</b>	<b>31</b>
Section 12.01 Townhome Fire and Hazard Insurance .....	31
Section 12.02 Townhome Contents' Insurance .....	32
Section 12.03 Taxes .....	32
<b>ARTICLE XIII. OBLIGATIONS OF ASSOCIATION .....</b>	<b>32</b>
Section 13.01 Common Property Expenses .....	32
Section 13.02 Common Property Insurance .....	33
<b>ARTICLE XIV. DISPUTES .....</b>	<b>33</b>

*3 February 2017*

**RESTATED DECLARATION  
(or RESERVATIONS, RESTRICTIONS, AND EASEMENTS)  
FOR  
ELDRIDGE ROAD TOWNHOMES ASSOCIATION**

WHEREAS, on or about August 18, 1975, Reservations, Restrictions and Easements ("RR&Es") for Eldridge Road Townhomes Association (the "Association") were duly adopted and then were filed of record on September 2, 1975 under Harris County, Texas County Clerk's File No E529349; and,

WHEREAS, due to the adoption by the Texas Legislature and applicable Texas regulatory agencies of significant changes to laws, rules and regulations which govern the Ownership and operation of Townhome associations in Texas, the Board of Directors of the Association recommended the adoption of the RR&Es, as set forth herein; and,

WHEREAS, the RR&Es herein, when adopted and when duly recorded in the County Clerk of Harris County's official records, will replace in entirety of each and every previous provision but will relate back to their respective recording or other dates of those RR&Es filed of record on September 2, 1975.

NOW, THEREFORE, the prior RR&Es are entirely superseded, and Association shall be subject to the following RR&Es. These RR&Es shall run with the real property and shall be binding on all the parties having or acquiring any right, title or interest in the above described property or any part thereof, and shall inure to the benefit of each Owner thereof.

*3 February 2017*

## **Article I. DEFINITIONS**

The words in this Declaration, as well as in the Bylaws, and the Rules and Regulations, which begin with capital letters (other than words that would normally be capitalized), shall have the meanings assigned to them as stated in Article I DEFINITIONS of the Bylaws unless such meaning would be manifestly improper or unreasonable in the context in which a word is used.

## **Article II. ARCHITECTURAL CONTROL**

### **Section 2.01 Architectural Controller**

The Association's Board shall perform the function of architectural control for the Property, upon the terms set forth herein below, provided however, the Board shall have the right at any time, with written declaration duly recorded in Board meeting minutes, to transfer such architectural control function to an Owner or Owners. The entity possessing such architectural control function at any given time is herein referred to as the "Architectural Controller".

### **Section 2.02 Architectural Controller's Scope of Authority**

No Owner or Person shall commence or pursue, or permit or cause the commencement or pursuit of the following listed items 1) to 5) until all construction /plot / landscaping plans, specifications and drawings showing the exact location and size for any of the items being herein below referred to individually as an "alteration", shall be submitted to the Architectural Controller and written approval thereof shall first be obtained for:

- .1. the destruction (in whole or in part) of any improvement or structure or the construction, erection or placement of any other or additional improvement or structure, permanent or temporary, or a change (structural or non-structural) within a Townhome, on a Townhome Site or on the Common Property;
- .2. the painting or decorating of the exterior of same except for the occasional seasonal decorations (i.e. Christmas lights, Halloween decorations, etc.) which shall be for a very temporary time period and then removed;

*3 February 2017*

- .3. the placing in any Townhome window or on any Townhome wall or roof of any item, temporary or permanent, visible from the outside of such Townhome;
- .4. the penetrating of any interior or exterior Townhome party wall with any object which could protrude through to affect electrical wiring and plumbing in an adjacent Townhome with any material or device other than small brackets to be used solely for the hanging of pictures, mirrors and other wall decorations and which do not adversely impair the structural integrity, water tightness or sound insulation features of the interior walls or any air space between; or,
- .5. the planting, rearrangement or alteration of any trees, shrubs, bushes, hedges, flowerbeds or any other type of garden or decorative vegetation townhome on the Common Property.

However, provided that:

- .6. if the Architectural Controller should fail to approve or disapprove any proposed alteration within thirty (30) days after the requisite approval instrumentation therefor is submitted to it for approval, approval shall have been deemed given;
- .7. no proposed alteration shall be approved by the Architectural Controller if the Architectural Controller shall find that the proposed alteration would be disharmonious with the overall appearance and quality, including specifically the design, color, workmanship and materials, of the other Townhomes or would otherwise impair the safety or the market value of any other Townhome or portion of the Property; and,
- .8. nothing contained in or inferable from the above shall be construed to impose any obligation on the Architectural Controller to approve any proposed alteration and the Architectural Controller may, at its election, refuse to permit same, permit same to be performed by the Owner or permit same but only if performed by or at the direction of the Architectural Controller.

No approval of plans, specifications or drawings shall be deemed a warranty or representation by the Architectural Controller as to the quality, desirability or value of any alteration described therein.



*3 February 2017*

### **Article III. GENERAL CONSTRUCTION RESTRICTIONS**

#### **Section 3.01 Necessary and Reasonable Alterations**

Each and every alteration shall be a necessary or reasonable incident to the Townhome of which it is a part.

#### **Section 3.02 Alteration Overlap**

No Owner shall be permitted to construct or place, or to allow to remain, any alteration which in any manner encroaches or overlaps onto another Townhome or the Common Property; provided, however, that it is contemplated that various Townhomes and appurtenances, i.e. air conditioning units, drain gutters, etc., thereto, as originally built, will overlap, and as a result of shifting, settlement, movement, repairs or reconstruction may overlap a Townhome Site lot line and encroach over onto an adjacent Townhome or the Common Property and therefore shall be excluded from the foregoing prohibition, and neither the Association nor any subsequent encroaching Owner shall have any liability because of, any and all encroachments and overlaps to the extent that they were due to any of the aforesaid causes; provided, however, in the case of repair or reconstruction, no encroachment shall be permitted to any greater extent than existed in the Townhome as originally built. Accordingly, a Townhome which encroaches upon, or is encroached upon by, an adjacent Townhome, an easement therefore shall be automatically created to the extent of (but only to the extent of) such encroachment as contemplated in the preceding sentence, which easement shall run with the title to and shall be in favor of, and binding upon the encroaching and the encroached Townhome, respectively. In addition, no Owner whose Townhome is encroached upon by an encroachment permitted hereunder shall, to any extent, have any dominion over, or the right to deny the encroaching Owner, and their contractor, subcontractor and repair person(s) access to, or the right to enjoy, any permitted encroachment.

#### **Section 3.03 Temporary Structures**

No Owner shall permit either prior to, during or after completion of construction of any alteration, any structure of a temporary character, including but not limited to a trailer, tent, shack or outbuilding of any character, to be placed on their Townhome

*3 February 2017*

Site or elsewhere on the Property, except with the prior written consent of the Architectural Controller.

#### **Section 3.04 Combining Townhomes**

The Association hereby reserves unto itself, its successors and assigns, the right to permit any Owner or Owners of two or more contiguous Townhomes or Townhome Sites, or portions thereof, to consolidate such Townhomes, or portions thereof into one Townhome or Townhome Site with the privilege of placing or constructing alterations consistent with these restrictions on such resulting Townhome Site.

Any combined Townhomes or Townhome Sites shall be treated as separate Townhomes or Townhome Sites for the purposes of member voting rights, Regular Assessments, Special Assessments, Fines, etc. as specified and permitted in the Governing Documents.

### **Article IV. GENERAL PROVISIONS**

#### **Section 4.01 Duration**

The rights, use, easements and privileges of the Owners shall be covenants running with the land and shall be automatically extended for successive periods of ten (10) years each, except that at any time after the expiration of a ten (10) year period may be terminated or amended by a written agreement signed and acknowledged by the Owners of at least two-third (2/3) of the Townhomes and filed for record in the Deed Record of Harris County, Texas.

#### **Section 4.02 Enforcement**

The Association, as a common expense to be paid out of the Association Fund, or any Owner at their own expense, shall have the right to enforce by proceedings at law or in equity, or by suspension of services as prescribed in the Bylaws, all restrictions, covenants, conditions, reservations, liens and charges now or hereafter imposed by the provisions of the governing instruments. Failure by the Association or by an Owner to take any such action upon any breach or default of or in respect to any covenant, restriction or condition shall not be deemed a waiver of a right to take such action upon any subsequent breach or default.

*3 February 2017*

**Section 4.03 Fine Assessments for Violations**

As specified in Article VI, Section 6.01 of the Bylaws, the Association shall have the right to apply monetary fines to an Owner's account for violations of the Association rules as set forth in the Bylaws, Declarations and Rules and Regulations. As of the date of this instrument, the schedule for warning and monetary fine assessment for violations by a Townhome Owner and/or the Townhome resident shall be:

- .1. 1st Violation of a rule - Written Warning
- .2. 2nd Violation of same rule - \$100 Fine
- .3. 3rd Violation of same rule - \$200 Fine
- .4. 4th Violation of same rule - \$300 Fine & Legal Action

**Section 4.04 Interpretation**

If this instrument or any part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation most nearly in accord with the general purposes and objectives of this instrument shall govern.

**Article V. GENERAL USE RESTRICTIONS**

**Section 5.01 Single Family Dwelling for Residential Use**

No Townhome may be used for any purpose other than as a private, single family dwelling for residential use.

**Section 5.02 Home Office Use**

Although all Townhomes are for residential use, it is permitted for residents to have a home office to carry out professional business services, i.e. legal, accounting, engineering, managing sales work, etc., as long as such services do not become a nuisance to other residents due to frequent visitation by clientele.

**Section 5.03 Prohibited Use**

No Owner or their tenant shall conduct or permit the conduct of any commercial or noxious or offensive activity whatsoever upon or within their Townhome or elsewhere upon the Property, nor shall he/she permit anything to be done on or

*3 February 2017*

within their Townhome or elsewhere on the Property which is or may be an annoyance or nuisance to other Owners, their families or guests.

No Owner or their tenants shall use their residence as storefronts and storage areas to sell retail commercial goods for clientele.

#### **Section 5.04 Vehicle Parking Rules**

Parking within the Common Property is for Owners, their tenants and their guests and service personnel and shall be limited and restricted to available parking areas and spaces as well as being subject to the Rules and Regulations as may be adopted and modified from time to time by the Association's Board. Vehicles found in violation of the herein below rules shall be considered illegally parked and may be subject to tow, without notice to the vehicle's owner or operator, at the cost of the vehicle owner and/or operator.

- .1. Parking is available to only Owners, their tenants and guests, and not to others seeking temporary vehicle parking to access facilities outside of Eldridge Road Townhomes Association.
- .2. Owners, their tenants and guests using provided parking spaces by the Association do so at their own risk, without liability to the Association. Thus Eldridge Road Townhomes Association is not responsible for theft and/or damage to any vehicle on Association property; this shall be the responsibility of Owners, Owner's tenants and/or their guests, and it is recommended that vehicle Owners verify appropriate coverage through their auto and/or homeowner's policies.
- .3. Owners, their tenants and guests whether parked in their garages or using provided parking spaces by the Association shall be responsible for any damages to Association property and the Townhome property of Owners where their vehicle is the proximate cause of such damage.
- .4. Motorcycles, bicycles and other vehicles are to be parked in designated parking areas or in Owner's property, i.e. garages, etc.

*3 February 2017*

- .5. No vehicle shall be parked overnight next to your townhome garage door as this may increase the potential for someone to hide between the building and the parked vehicle.
- .6. To avoid theft and to protect their property, all residents are recommended to make every effort to park their vehicles within their garages.
- .7. Owners, or their tenants and guests, shall only temporarily park vehicles behind the townhome in which they are in residence or visiting so as to not inconvenience their neighbors and such temporarily parked vehicles must adhere to the common property ground parking restrictions, as stated herein, and if temporarily parked along the street behind garages must be parked within one (1) foot of the curb furthest from their garage door (either adjacent to the Turkey Creek embankment or any lawn (or non-previous surface, i.e. concrete, asphalt, etc.) area across the street from their garage) and within the side lot lines of their residence or the residence they are visiting.
- .8. Vehicles shall not park in non-parking zones (designated by yellow or red painted lines) or in such a manner that would obstruct or impede the flow of traffic flow within Eldridge Road Townhomes' common property areas. The access street around Eldridge Road Townhomes must be kept clear at all times for emergency vehicle access, as well as for maintenance and service traffic.
- .9. Any vehicle that is deemed as a potential danger or hazard to Eldridge Road Townhomes, such as a vehicle leaking gasoline or oil, is subject to immediate tow.
- .10. Vehicles parked on common property grounds must be in running condition. Any inoperable vehicles, partially disassembled, or which have flat tires, expired registration or inspection tags shall be subject to removal at owner or operator's expense if left on the common property for a period in excess of seven (7) days.
- .11. With the exception of brief and occasional routine maintenance of personal vehicles, repairs in common property areas are not permitted.
- .12. The speed limit is 15mph at all times on the access street for and around Eldridge Road Townhomes.

*3 February 2017*

- .13. Available parking spaces shall be used for parking of only four (4) wheel passenger vehicle(s) or motorcycles.
- .14. Vehicles with more than two (2) axles are prohibited.
- .15. Boats, trailers, campers, recreational or commercial vehicles, etc. are prohibited from parking anywhere on the property unless authorized and approved by the Association's Board.
- .16. Driving and parking motorized vehicles on sidewalks, in courtyards or unpaved areas is prohibited.
- .17. Trash dumpsters being used during townhome repair and remodeling activities may only be parked in certain areas if authorized and approved by the Association's Board.
- .18. Owners, and their tenants and/or guests, shall comply with immediate written and/or verbal requests to move or relocate their vehicles when requested by the Association to facilitate maintenance and service activities being carried out.
- .19. If a resident and/or their guests are requested, whether in writing or verbally, by a member of the Association Board to relocate or remove their vehicles from the Association grounds, whether for reason of an emergency, maintenance or service activities, due to parking violations, outstanding fines or outstanding assessments, they shall do so immediately.

**Section 5.05 Commercial Animal and Pet Restrictions**

No Owner shall use or permit the use of their Townhome or any other portion of the Property to raise, breed or keep any animals, reptiles or fowl of any kind; provided, however, that (a) dogs, domestic cats and other usual household pets may be kept by an Owner in their Townhome if the purpose thereof is not commercial and their presence does not constitute a nuisance to other Owners and (b) no Owner shall keep any pet which the Association, in its sole discretion, considers to be dangerous to or disruptive of the enjoyment of any portion of the Property by, other Owners, their families or guests. All pets which may be kept in compliance herewith shall, at all times, be kept either within the confines of the Owner's Townhome or, if beyond such confines and still within the Property, on a leash or in a cage.

*3 February 2017*

**Section 5.06 Storage and Dumping of Rubbish, Garbage and Waste Materials**

No Owner shall use or permit the use of their Townhome or any other portion of their Property as a dumping ground for rubbish, trash, garbage or any other waste material. All Owners shall place their rubbish, trash, garbage and waste materials in sanitary, tightly closed, containers located:

- .1. on days when no garbage pickup is scheduled, within their Townhome in a location not visible from the exterior of the Townhome; and,
- .2. on days when garbage pickup is scheduled, at the rear and garage side of the Townhome or at a site designated by the Association.

**Section 5.07 Placement and Storage of Dangerous Liquids, Material and Equipment**

No Owner shall place or store, or permit the placement or storage anywhere on the Property of any liquid, material or equipment which is dangerous, noxious, unsanitary or unsightly.

**Section 5.08 Open Fires and Barbecue Pits**

No Owner shall build, or permit their tenants or guests, to build any open fires in their Townhome or elsewhere on the Property; provided, however, that this Section shall not be construed as precluding the use by any Owner, or their tenants and guests, of an interior fireplace or equipment designed for safe outdoor cooking such as grilling equipment having a cover, but only;

- .1. within their interior patio or such areas as may, from time to time, be designated (and revoked) for such purpose by the Association; and,
- .2. in strict compliance with such instructions as may be provided in manufacturer's or vendor's manuals for such equipment.

**Section 5.09 Firearms**

No Owner shall use or discharge or permit the use or discharge on or from their Townhome or elsewhere on the Property, for hunting or sport purposes, any pistol,

*3 February 2017*

rifle, shotgun or any other firearm, or any bow and arrow, or any other device capable of killing or injuring.

#### Section 5.10 Signs

No signs of any kind shall be displayed to public view in any Townhome except one sign of not more than five (5) square feet advertising the Townhome for sale or lease.

#### **Section 5.11 Leasing of Townhomes**

An Owner may lease, or rent, their Townhome for occupation only as a single family dwelling for residential use provided that such lease:

- .1. is in writing;
- .2. requires that the lessee provide telephone and/or email contact details, for emergency and general notification purposes, to the Owner which the owner shall be required to provide to the Association for registration and updating of the Association's Owner and Resident Registry;
- .3. is expressly subject to all the terms, provisions and conditions set forth herein and in the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association, as amended from time to time; and,
- .4. provides that failure of the lessee to comply with the terms, provisions and conditions set forth herein or in the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association, as amended from time to time, shall be a default under such lease.

The Owner shall be responsible for any failure of their lessee to comply fully with such terms, provisions and conditions and the Association shall have a right to enforce such terms, provisions and conditions against the Owner, the lessee or both by means specified within the Governing Documents. If requested, an Owner shall provide a copy of their lease with a tenant to assure compliance with the Association's Governing Documents.



*3 February 2017*

## **Article VI. COMMON VERSUS OWNER'S PROPERTY**

### **Section 6.01 Common Property**

The Association hereby declares that portion of the Property lying entirely within its confines and reflected and defined on the Plat as "Common Open", "Turkey Creek Embankment or Easement" and "Paved Private Streets", to be a common area (herein referred to as existing and as revised, as the "Common Property"), which shall be used and maintained in the manner hereinafter set forth.

### **Section 6.02 Boundary Lines with Common Property**

Adjacent Townhomes, Townhome Site lots, water, drainage and sewage system infrastructure shall be as defined on the Harris County Clerk registered survey and/or on a registered survey map, and registered engineered stamped drawings. However, if such documents are not available and/or map and drawing positions of structures and infrastructure have changed from their any existing documents, then Townhome Boundary Lines with the Common Property will be as per follows:

- .1. Townhome Side Boundary Line – to be defined at the observed midpoint of the party wall separating each Townhome or, for the side of any Townhome adjacent to Common Property (not alongside another Townhome or Townhome Site lot) the boundary shall be the extreme outer surface of a Townhome excluding any Owner's appurtenance structures, i.e. HVAC units, gutter/ pipe drains, etc., whose overlap is addressed in Section 3.02 hereinabove.
- .2. Townhome Front Boundary Line – to be defined as an observed, albeit arbitrary and changing (with any position changes of the sidewalk slabs), line at the edge of the sidewalk edge nearest to a Townhome's Front Wall. The lateral distance away, and perpendicular to the Townhome's Front Wall, will vary and be different for each Townhome property.
- .3. Townhome Back Lot Boundary Line - to be defined as an observed, albeit arbitrary and changing (with any position changes of the access street concrete slabs), edge line of the common access street nearest to a Townhome's Back Wall.

*3 February 2017*

**Section 6.03 Water System**

The battery limit between the Association and each Owner's Townhome for the water distribution system shall be at its point of connection to each water sub meter. Beyond the connection point to the common water distribution system, the water sub meter to the point where the pipe penetrates the exterior wall of each Townhome residence shall be the property of the Townhome Owner and shall be owned, repaired and maintained by the Owner as similar to Owner's responsibility for their internal Townhome plumbing.

**Section 6.04 Sewer System**

The Association shall own and take responsibility for a main sewer line collection system, to which each Townhome has its own sewer lines connected in the Common Property. The Owner shall be responsible for maintenance and repair of the sewer collection lines from their Townhome to the junction point where it connects to the Association's main sewer line.

**Section 6.05 Drainage System**

The Association shall own and take responsibility for a main drainage line collection system, to which each Townhome has its own drain lines connected in the Common Property. The Owner shall be responsible for maintenance and repair of the drain collection lines from their Townhome to where they connect to the Association's main drain line and for any damage caused to Common Property in their maintenance and repair.

**Section 6.06 Landscaping Maintenance Limits**

Landscaping maintenance shall be the Association's responsibility for only the Common Property. However, landscaping contractors will be instructed to mow and maintain any and all grassy lawn areas even if considered part of Owner's property. Owners shall be responsible for maintaining any gardens around their Townhome and not any Association contracted landscapers.

*3 February 2017*

**Section 6.07 Rights to Common Property**

The Common Property shall be and hereby is reserved for the exclusive use of, and used exclusively by, the Owners, their immediate families, guests and lessees, for ingress to and egress from Townhomes and for recreational purposes only and, to effectuate the aforesaid, an easement (non-exclusive as among the previously defined permitted users) is hereby granted to each Owner for such purposes; provided, however, that the Association may, from time to time, make, adopt and change such rules and regulations governing the use thereof (which shall thereupon become binding on all permissible users) which it deems to be in the best interest of all users. The right to use the Common Property is not severable from the Ownership of a Townhome, voluntarily or involuntarily, and shall automatically pass upon transfer of deed and title to a Townhome, with or without specific reference to the transfer of such right to use the Common Property in the instruments transferring deed and title to a Townhome.

**Section 6.08 Protection of Common Property**

No Owner shall ever deface, destroy, cut, remove or injure, or permit any of their family or guests to deface, destroy, cut, remove or injure, any improvement or any trees, shrubs, bushes, hedges or flowers situated upon or planted in or growing upon the Common Property unless specifically approved and directed to by the Association Board.

**Section 6.09 Townhome Paths or Driveways**

If a Townhome has a path or driveway that may or may not have a concrete slab and that extends from any Townhome wall to its boundary line with the Common Property, such shall be the responsibility of the Townhome Owner.

**Article VII. ASSOCIATION FUND**

**Section 7.01 Management of Association Fund**

The Association shall receive all payments, as paid, and shall act as custodian and administrator thereof, and shall have the right to pool, merge and combine all Regular and Special Assessments, water and sewer payments, drainage fee

*3 February 2017*

payments, late charges, fines, interest charges, etc., and all funds received from other sources into a single fund (herein referred to as the "Association Fund") without the necessity of maintaining a single Association Fund for each Owner or for the entirety of the Owners. However, the Association will keep, or cause to be kept, accurate records of all such funds so received, attributable as to their source, and will advise any Owner or any prospective purchaser of a Townhome, upon their request, of the total payments received from, or due by, them or by the present Owner, as the case may be. Unless the Association is specifically requested to furnish such information, it shall have no obligation to furnish same or any liability, either to waive past due collections or otherwise to any person who becomes an Owner without knowledge of the previous Owner's delinquency in the payment thereof. In addition, the Association will furnish to each Owner an annual report of the Association's operations, reflecting all revenues and disbursements during the preceding fiscal year, and a balance sheet prepared as of the end of such fiscal year.

#### **Section 7.02 Liability for Collections**

The Association shall not be liable to any person or persons whomsoever for failure or inability to collect any Regular Assessment, Special Assessment, service charges, late charges, Fines, interest charges, etc., or any part thereof from any Owner.

#### **Section 7.03 Required Uses of the Association Fund**

The Association shall perform each service set forth herein below and may perform any other act permitted elsewhere in this instrument and the Bylaws using monies from the Association Fund (as established in Article VII of the Bylaws). In addition, portions of the Association Fund may be set aside as reserves for replacement, restoration, new facilities and other purposes. Where the Association Fund is inadequate to allow all such services or acts to be performed, the Association shall be entitled to determine which of the services or acts are to be performed from available funds and which are to be deferred until additional funds are available. Under no circumstances will the Association ever be obligated to any Owner to contribute or lend any money to, or to expend any funds other than from, or to

*3 February 2017*

borrow any money to supplement, the Association Fund in order to perform any service and purpose, such as listed below, and the Association's Board judgment in expending funds for these services and purposes shall be final and conclusive so long as such judgment is not exercised in bad faith:

- .1. The landscaping and maintenance of the grounds, lawns, terraces, shrubs and plants within the Common Property and within any esplanades lying within public or private streets, including mowing and watering;
- .2. The installation, operation, insurance and maintenance of the swimming pool, lighting, fencing and other facilities within the Common Property, including any sums for borrowed money attributable to any of same; provided, however, the Association shall have no duty to insure any of same if, in the Association's judgment, there is no significant hazard or risk of loss or damage to be insured against;
- .3. The improvement and maintenance of any passageways, walkways, storage areas and easements on the Common Property;
- .4. The collection and disposition of garbage and other rubbish from each Townhome and from the Common Property;
- .5. The enforcement of any matter contained herein, including the collection of the Regular Assessment and the maintenance and operation of the Association Fund;
- .6. The retention of companies, policemen or watchmen to provide security for the Property;
- .7. The maintenance and operation of an exterior lighting system for all public and private streets (see Section 7.04 hereinbelow) which lie within the confines of the Common Property;
- .8. The maintenance of all public and private streets which lie within the confines of the Common Property;
- .9. The payment of City and/or County invoices and fees for water, sewer and drainage services;

*3 February 2017*

.10. The payment of any and all taxes, charges and assessments as may be attributable to the Common Property and the private streets, title to which may be vested in the Association; and,

.11. The doing of all other things which may be necessary or desirable in the opinion of the Association to maintain the Common Property in a well kept manner.

#### **Section 7.04 Maintenance and Repair of Common Property Streets**

It is expected that the streets in the Common Property which are to be maintained by the Association will normally develop minor cracks due to the expansion, contraction, swelling or shifting of soil, the expansion and contraction of concrete and other causes, which cracks ordinarily do not interfere with or impair the reasonably safe use of such surfaces. It is agreed that the Association may, but shall not be obligated to, repair minor cracks of this nature; however, it shall be the obligation of the Association to repair the street and driveways which are part of the Common Property, when in the judgment of the Association any injury, damage or disrepair to or of the same is of such nature as would render the use thereof hazardous, dangerous or unsafe under normal and reasonable circumstances.

#### **Section 7.05 Third Party Services**

Subject to its Bylaws and Articles of Incorporation, the Association may retain or employ any third party or parties to perform any functions which the Association may or must perform and may use the Association Fund to pay such third parties for the functions so performed.

### **Article VIII. TOWNHOME MAINTENANCE, REPAIR AND REPLACEMENT**

#### **Section 8.01 Responsibility for Maintenance, Repair and Replacement**

Each Owner, at their own cost, shall be responsible to repair, replace, paint, decorate, and maintain the interior and exterior sides of their Townhome, including but not limited to foundation(s), roof(s), windows, window glass, garage doors, floors, walls, siding, brick, drain gutters, gardens, utility systems, patio areas and patio walls, and keep them in a high state of maintenance, repair and appearance.

*3 February 2017*

Those building structures or elements that are on a side lot boundary line with other Townhomes shall be treated as Shared Owners' Property. However, all external wall structure and/or building elements for the front, back and sides of Townhomes adjacent to Common Property shall be the sole responsibility of the Townhome Owner, including any accessory add-on structure or element of an Owner that is part of their property but is on or overhanging the adjacent Common Property, i.e. air conditioning units, etc.

The responsibility and liability for Shared Owners' Property are further specified herein below for roofs (see Section 8.02), foundations (see Section 8.04) and party walls (see Section 8.05). Responsibility and liability for any and all possible shared elements, i.e. exterior coverings, gutters, downspouts, gardens and electrical fixtures, wiring, etc., shall be to their respective Townhome Owners.

For any and all damage to Owner's property caused by Association Common Property trees, vegetation, equipment, etc., or due to geotechnical failures, i.e. loss of ground, ground subsidence or collapse, Turkey Creek embankment slope failure, etc., the Association shall have no duty or responsibility to paint, decorate, repair, replace or maintain either the exterior or interior of any Townhome or the respective buildings in which any townhome unit is located.

#### **Section 8.02 Shared Owners' Property**

For Shared Owners' Property structures and elements partial to them, i.e. party walls, roofs, foundations, etc., of Townhomes that are shared, with the exception of those structures and elements bordering on the Common Property, Owners of such adjoining structures shall have reciprocal easements and responsibilities for the construction, reconstruction, refinishing, alteration, repair, preservation and maintenance of such shared structures and elements.

For Townhomes sharing a side lot line with Common Property, such Townhome Owners shall be solely responsible for maintenance, repair and replacement of their Townhome structures, i.e. walls, windows, siding, roofs, etc. The Association, as the Owner of the adjoining Common Property, will however be responsible and liable for any damage to a Townhome structure if fault can reasonably and justifiably be traced to work and acts by the Association on the Common Property and

*3 February 2017*

coverable by the General Liability Insurance for the Common Property to be maintained by the Association.

Either such Owner carrying out alterations of such shared property, without the express consent of the other, which consent shall not be unreasonably withheld, shall be liable to the other for any and all damages, i.e. malicious acts, water leaks, local cracks, subsidence, deflections, material defects, etc., that may be reasonably and justifiably in good faith claimed and proved by the other.

In the event that such Shared Owners' Property shall need repair, the cost of such repair shall be shared equally between the respective Owners of the Townhomes served by such Shared Owners' Property, unless one or the other such Owner is responsible for the damage done to it, in which event such shared property shall be repaired at the sole cost and expense of the Owner so responsible for such damage.

#### **Section 8.03 Shared Building Roof Structures**

Shared roof structure elements consisting of sloped pitched and minimum slope flat roofs, having shared components, i.e. shingles, wood decking, felt paper, vents, membranes, etc., that cross side lot lines between Townhomes, can be considered Shared Owners' Property per Section 8.02 with the responsibility for maintenance, repair and replacement to be for the Owner's of such shared elements.

#### **Section 8.04 Townhome Building Foundations**

For Townhome building foundation problems, i.e. deflection, subsidence, etc., that commonly affect more than two (2) Townhomes and that can be shown to be putting the entire building structure at risk of damage, such shall be treated as Shared Owners' Property with the Association being responsible, if and when funds become available by judgment of the Association's Board to pay for any repair and remediation. Otherwise, any foundation problems will be considered as either Shared Owner's Property per Section 8.02 (with responsibility for its repair and maintenance to the affected Townhome Owners) or with responsibility for repair and maintenance to the single affected Townhome Owner.



*3 February 2017*

**Section 8.05 Party Walls**

If there is a party wall located on the side lot line of two (2) Townhomes, it shall be considered Shared Owners' Property per Section 8.02, for the common benefit of the separate Townhomes, and the Owners of such Townhomes shall have reciprocal easements and own an equal portion of such party wall for its construction, reconstruction, refinishing, alteration, repair, preservation and maintenance.

Neither Owner may alter such party wall, whether such alteration is to primary framing structure of the wall or to the external coverings, i.e. sheetrock, siding, etc., without the express consent of the other, which consent shall not be unreasonably withheld. In the event that the shared framing structure of a party wall shall need repair, the cost of such repair shall be shared equally between the respective Owners of the Townhomes served by such party wall, unless one or the other Owner is responsible for the damage done to the party wall's structure, covering materials, electrical wiring, cables, plumbing, etc., in which event the party wall shall be repaired at the sole cost and expense of the Owner so responsible for damage.

**Section 8.06 Owner Responsibility to Maintain their Townhomes**

If any Owner should allow their Townhome to deteriorate or otherwise reach a state of disrepair so that same has become, in the judgment of the Association's Architectural Controller, unsightly, unsafe or otherwise a detriment to the Property, the Association's Board may give written notice to such Owner specifying the nature of such deterioration or disrepair. If, within thirty (30) days after the giving of such notice, the Owner has not remedied the situation to the complete satisfaction of the Association's Architectural Controller, the Association shall thereafter be entitled (but shall not be obligated), without further notice to or consent from such Owner, to enter upon their Townhome and perform all reasonably necessary work therein or thereon, the cost of which shall:

- .1. be borne entirely by such Owner in addition to their Regular Assessment (as that term is defined in the Bylaws) and such shall be added to the Owner's Account;
- .2. be due and payable to the Association upon demand;

*3 February 2017*

.3. accrue interest at the rate of 9.6% per annum (or 0.8% per month) until paid;

and,

.4. be secured by a Regular Assessment Lien (as that term is defined in the Bylaws).

### **Section 8.07 Protection of Common Property**

If any Owner, or their tenants, either willfully or negligently, causes any damage to the Common Property or to any improvement situated within the Common Property, the Association may make all expenditures necessary to repair, replace or remove same, the cost of which shall be borne solely by the Owner and shall be subject to the provisions of Section 8.06 subparagraph items listed as 1) through 4) hereinabove.

## **Article IX. RESERVATIONS**

### **Section 9.01 Association's Rights of Ingress and Egress**

The Association hereby reserves unto itself, its successors and assigns, and hereby grants itself perpetual rights of ingress and egress on, over, in and across the entirety of the Common Property and each Townhome as may be necessary or reasonably appropriate in order for the Association to perform functions required of or permitted it anywhere in this instrument, including specifically but without limitation to any and all sections of this instrument, or to confirm that each Owner is complying with the matters set forth in this instrument.

## **Article X. GENERAL PROVISIONS**

### **Section 10.01 Mortgagee or Trustee Rights**

No violation of any matter referred to anywhere in this instrument shall impair, diminish or detrimentally affect the rights of any mortgagee or trustee under any deed of trust or security instrument outstanding against any Townhome at the time of such violation.

*3 February 2017*

**Section 10.02 Invalidity and Impairment of any Provisions**

The invalidity, violation, abandonment or waiver of any one or more of, or any part of, any provision provided for in this instrument shall in no way affect, diminish or impair the remaining provisions provided for herein, which remaining provisions shall continue to be in full force and effect.

**Section 10.03 Enforceability**

Any covenant, condition, reservation or restriction set forth in this instrument may be enforced at law or in equity, or by suspension of services as prescribed in the Bylaws, by the Association, or, except as otherwise limited herein, by any aggrieved Owner without the necessity of joining the Association; provided, however, that under no circumstances shall the Association ever be liable to any Owner or any other person or entity for failure or inability to enforce, or to attempt to enforce, or to enjoin the breach of, any such covenant, condition, reservation or restriction or an Assessment Lien. Any and all sums expended by the Association in enforcing any provision of this instrument shall be repaid to the Association by the Owner against whom such enforcement is brought, and shall be subject to the provisions of Section 8.06 in subparagraph listed items 1) through 4) hereinabove.

**Section 10.04 Application to Property Transfers**

Each contract for sale, deed, deed of trust or other instrument which may hereafter be executed with respect to any property situated within the Common Property shall be deemed to have been executed, delivered and accepted subject to all of the provisions of this instrument and all such provisions shall, without further action, be incorporated by reference therein, regardless of whether any such instrument specifically incorporates by reference therein any provision hereof or the entirety of this instrument or recites the same verbatim therein.

**Section 10.05 Association Membership**

Each Owner shall automatically become Member of the Association upon their acquisition of, and shall continue to be Member for so long as they own a fee or undivided fee interest in, a Townhome. Membership in the Association is not severable from the Ownership of a Townhome, voluntarily or involuntarily, and shall

*3 February 2017*

pass automatically upon the transfer of deed to a Townhome, with or without specific reference to the transfer of membership in the instruments transferring such deed. Each Member shall be entitled to all of the rights set forth in the Texas Non-Profit Corporation Act. No Member shall have any greater rights than any other Member, regardless of any variation in size, value or otherwise of their Townhome.

**Section 10.06 Limits of Association Powers**

Nothing contained in or inferable from this instrument is intended to limit, or shall be construed as limiting, to any extent and under any circumstance any power of the Association granted it under the provisions of the Texas Non-Profit Corporation Act, as in effect on the date hereof, and if subsequently amended, as subsequently amended but only to the extent that such amendment enlarges such powers.

**Section 10.07 Applicability for any Future Development**

The reservations, restrictions, declarations, conditions, easements, limitations, charges, liens, covenants and other matters set forth in this instrument shall apply equally to all Townhomes and all parts of the Common Property for any future development.

**Article XI. UTILITY SERVICES**

**Section 11.01 Water Service**

The Association shall pay for a metered amount of water as supplied by the City of Houston. In turn, the Association shall distribute water to the Common Property swimming pool, a water sprinkler system, to various Common Property water faucets and to each Townhome. Each Townhome shall have its own water meter (or submeter) to measure water supplied by the Association.

The water distribution system in the Common Property shall be the responsibility of the Association (see Section 6.02.4), and shall be repaired and maintained when and if adequate funds are available. However, the Owner shall be held responsible for the repair of damage to any part of the common water distribution system, if such damage can be traced to tree roots or any soil penetrating vegetation placed and planted on the Owner's side of boundary lines (as defined in the herein Section

*3 February 2017*

6.02.2), or any loads applied to the soil by Owner placed heavy objects or structures whether on the Owner's or Association's side of boundary lines.

**Section 11.02 Repair, Maintenance and Purchase of Water Sub meters**

The Association shall charge each individual Townhome as necessary for the maintenance and repair of any existing sub meter or for the purchase and installation of a new sub meter (if determined necessary). Such charges shall be due as of the date that repairs and/or the installation of a new sub meter is carried out. If the Townhome Owner fails to pay for expenses for the water sub meter, appropriate remedy may be taken by the Association (see Section 11.03 and Section 11.04 herein below).

The Association is hereby granted an easement over each Townhome for the purposes of reading, maintaining, repairing, placing, connecting and disconnecting a water sub meter and shall not be liable for damages to shrubbery or vegetation destroyed and/or affected in the process.

**Section 11.03 Remedy for Collection of Water Sub meter Expenses**

If the Townhome Owner fails to pay the cost for maintenance, repair and/or purchase of a water sub meter for their Townhome, the Association may disconnect water to the Townhome, until payment is received and if any additional costs result from the delay, disconnection and reconnection, the Townhome Owner shall pay and/or reimburse the Association as additional expenses.

The Owner shall pay for repair and maintenance expenses related to their water sub meters as of the date such was completed. Otherwise, the cost and expenses related to the purchase and installation of a new sub meter should be paid as of the date of sub meter installation; and if this is not possible, a payment plan (as prescribed with means of enforcement in the Bylaws) with a term no longer than 12 months shall be allowed and shall include management company fees and interest of 9.6% per annum (or 0.8% per month) to oversee such a payment plan.

**Section 11.04 Sanitary Sewer Service**

Sanitary sewer service is provided by the City of Houston to the Association based on a City of Houston rate per gallon of water metered. In turn, the Association shall

*3 February 2017*

provide such service to each Townhome through a main sewer line underground collection system.

The Association shall pay the City of Houston for the sewer collection service from Association Funds and such payment shall be from monies collected in the Association Fund by means of annual Regular Assessments paid by Townhome Owners and/or by invoicing each Owner for their share of the total City of Houston sewage collection service.

Sanitary sewer service shall be provided to each Townhome by means of sanitary sewer collection system owned by the Association, and shall be repaired and maintained when and if adequate funds are available, as determined by the Association's Board. The portion of the sanitary sewer service line from the point that it connects to the main line of the sewer collection system, which is owned by the Association, to the Townhome shall be owned, repaired and maintained by the Owner (see Section 6.02.5).

#### **Section 11.05 Drainage Service**

The City of Houston charges the Association a Common Property drainage service fee billed monthly, which (if applicable) shall be divided amongst Townhomes in equal amounts, regardless of Townhome size, location or value, for each Townhome Owner to pay. The Association shall have the option of billing each Owner monthly, quarterly, semi-annually or annually for reimbursement of drainage fees or adding it to each Owner's account.

An underground drainage collection system exist on the Common Property, with connection lines to Townhomes. The battery limit designating responsibility for ownership, maintenance and repair between the Association part of the drain water system and that of the Owner is defined in Section 6.02, 6). That portion owned by the Association (Section 6.02.6) shall be repaired and maintained when and if adequate funds, as determined by the Association's Board, are available.

#### **Section 11.06 Costs for Water, Sewer and Drainage Services**

The costs for all water, sewer and drainage services to the Association are the responsibility of Owners. The City of Houston invoices the Association for such

*3 February 2017*

services which shall be paid by the Association from money collected in the Association Fund as funded from Owners' annual Regular Assessment payments and/or, at the discretion of the Association's Board, from additional monies invoiced, directly or through a third party, to Owners monthly, quarterly, semi-annually or annually for reimbursement of the costs for such services paid by the Association, which costs are debited or credited to each Owner's account.

Water and sewer service costs for each Townhome are based on gallons of water supplied, as measured by each Townhome sub meter, and charged at City of Houston rates for such services. Otherwise, at the discretion of the Association's Board, the Common Property water and sewer services, and drainage services charged by the City of Houston shall be divided amongst Townhomes in equal amounts, regardless of Townhome size, location or value, for each Owner to reimburse the Association Fund.

Invoice payments for water, sewer and drainage services shall be enforceable ten (10) days after the Association has provided both to the Owner and/or their tenant(s), written notice that such service payments are in arrears and that their water service shall be discontinued for non-payment, including the amount of the non-payment and cost of collection in connection therewith, which may include the cost of notice, USPS mailing costs, disconnection and reconnection charges, including a charge by the management company to oversee the action of a plumber, and attorney's fees, if any, which notice shall be provided by either an email and/or by USPS mail, to the last known address for the Owner and/or to the tenant at the street address of the Townhome; if by USPS mail, such notice shall be considered completed when deposited in a receptacle for the USPS.

**Section 11.07 Electrical Service**

Each Owner shall, at their own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and electrical codes) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure (or Owner's Townhome) to the point designated by such company at the property line of each Townhome. The electric company furnishing service shall make the necessary connections at said

*3 February 2017*

point of attachment and at the meter. In addition, each Owner shall, at their own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for such Owner's Townhome. For so long as such underground service is maintained the electric service to each Townhome shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

#### **Section 11.08 Gas Service**

Each Owner shall, at their own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities, any gas line and appurtenances from the point of the gas company's meter on the customer's structure to the point designated by such company. The gas company furnishing service shall make the necessary connections at the point of attachment and at the meter. Each Owner shall directly pay for gas service at their cost and expense.

### **Article XII. OBLIGATIONS OF OWNERS**

#### **Section 12.01 Townhome Fire and Hazard Insurance**

Each Owner shall be responsible for maintaining Fire and Extended Insurance coverage on their Townhome to assure that the primary structure, inclusive of interior and exterior walls, ceilings, electrical wiring, plumbing, roofs, siding, brick and foundations of their Townhomes, can be rebuilt in the event of whatever hazard causing damage to their Townhome, i.e. fire, explosion, storm winds, hail, falling trees (whether planted on the Common Property or otherwise), etc., and each Owner is to provide the Association with proof of such insurance annually with their policy coverage limits for the following year within the last quarter of the prior year for approval by the Association.

However, the Association may negotiate for, as a common expense of and with approval of two-thirds (2/3) of the Members, fire and hazard insurance with standard extended coverage provisions to assure that the basic external structure of any and all Townhome buildings and each individual Townhome can be rebuilt, if damaged,



*3 February 2017*

as soon as possible with insurance money from a single insurance carrier. If there are requirements by an insurance underwriter for each Townhome to have functioning smoke alarms, fire extinguishers, or any other safety improvements to protect townhome buildings, then Owners shall be individually responsible for provision of such for their townhome with proof being provided to the Association. If, in the opinion of the Board, funds are not available from annual regular assessments to pay for fire and hazard annual insurance premium for the following year, a Special Assessment may be proposed to Owners in order to pay the premium.

**Section 12.02 Townhome Contents' Insurance**

Each Owner shall be responsible at their cost and expense for property contents' insurance for their own residence, and garage, including furnishings and personal property therein, and their personal property stored elsewhere on the Property; and also for their personal liability not covered by liability insurance for all Owners obtained as a part of the common expense in connection with the Common Property.

**Section 12.03 Taxes**

Each Owner shall at their own cost and expense directly pay all taxes, levied or assessed against or upon their Townhome and any improvements thereon.

**Article XIII. OBLIGATIONS OF ASSOCIATION**

**Section 13.01 Common Property Expenses**

The Association shall pay, as common expenses of all Owners, if adequate funds, as determined by the Board of Directors, are available, for utility meters and all utilities consumed for the Common Property, i.e. water, gas, and electricity, as well as taxes required by governmental authorities for the Common Property and insurances required to protect the Association and its Board.

*3 February 2017*

### **Section 13.02 Common Property Insurance**

The Association shall continue in effect as a common expense of all Owners, if adequate funds, as determined by the Board of Directors, are available, blanket property insurance to insure the buildings and structures on the Common Property and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions. Said insurance may include coverage against vandalism and may include such other coverage as the Association shall deem desirable. The Association shall also obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association from and against liability in connection with the Common Property.

### **Article XIV. DISPUTES**

In the event any dispute arises between Owners or between the Association and Owners, under the provisions of this Article, each party shall have the option of:

- .1. Requesting the Board and/or Architectural Controller of the Association appointed by the Board, to hear the dispute and decide objectively in good faith on the responsibilities between the parties per the intent of the Association governing instruments; or,
- .2. Choosing their own arbitrator(s), at the expense of the parties involved, arguing and negotiating any dispute to a common settlement or a judgment at law, the terms and conditions of which both parties shall comply.

3 February 2017

I, Pierre Riettini, certify that:

I am duly qualified and acting President for Eldridge Road Townhomes Association Inc.

Above is a true copy of the Declaration of Eldridge Road Townhomes Association, Inc., which are submitted for recording pursuant to §209.004 of the Texas Code.

Dated: 10/10/18

Pierre Riettini

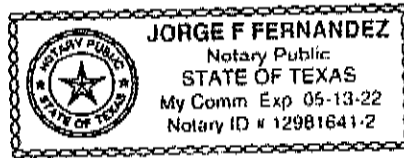
Pierre Riettini  
Eldridge Road Townhome Association, Inc.

10/10/18

State of Texas §  
§  
County of Kerr §

This instrument was acknowledged before me on 10/10/2018 by Pierre Riettini, President of Eldridge Road Townhome Association, Inc. , a Texas corporation, on behalf of said corporation.

Jorge F Fernandez  
Notary Public in and for The State of Texas



AFTER RECORDING, PLEASE RETURN TO:

THE NICHOLS FIRM, PLLC  
C/O CHRISTOPHER L. NICHOLS  
1010 N. SAN JACINTO, SUITE 100  
HOUSTON, TEXAS 77002

UV

FILED FOR RECORD

10:16:19 AM

Tuesday, October 16, 2018

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Tuesday, October 16, 2018



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

126-10-0434

E529349

RESERVATIONS, RESTRICTIONS AND EASEMENTS  
FOR ELDRIDGE ROAD TOWNHOMES

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

WHEREAS, BENJAMIN FRANKLIN SAVINGS ASSOCIATION, a Texas corporation, (said company, along with its successors and assigns, being hereinafter referred to as the "Developer") is the owner of that certain 5.8065 acre tract of land known as "Turkey Creek Townhouses (F.U.D.)" a subdivision out of the Joel Wheaton Survey, Abstract 80, Harris County, Texas (which land is hereinafter referred to as the "Property"), according to the replat thereof recorded in Volume 227 at Page 145 of the Map Records of Harris County, Texas (hereinafter as same may be from time to time further replatted, referred to as the "Plat"); and

WHEREAS, certain portions of the Property have been divided into lots and other portions of the property may in the future be divided into lots (said lots, both presently platted and future, being hereinafter referred to individually as "Townhouse Sites" and collectively as the "Townhouse Sites") as reflected on the Plat; and

WHEREAS, townhouse improvements have been constructed on those certain Townhouse Sites described as Lots 1 through 17, both inclusive, on the Plat, and Developer proposes to (but does not warrant or represent that it will) construct additional townhouse improvements on Townhouse Sites which may be platted in the future (said townhouse improvements, both presently existing and future, being hereinafter, along with the Townhouse Site attributable thereto, referred to individually as a "Townhouse" and collectively as the "Townhouses" and Developer proposes to sell or rent such Townhouses for residential purposes; and

WHEREAS, the Developer desires to establish a uniform plan to develop the Property for the mutual benefit and pleasure of the future owners of Townhouses and Townhouse Sites therein (hereinafter referred to, along with the Developer to the extent that it owns Townhouse Sites or Townhouses, individually as an "Owner" and collectively as the "Owners"), and to protect the property values therein by imposing upon each Townhouse, each Townhouse Site and the entire Property the matters hereinafter set forth;

NOW, THEREFORE, for itself and for the future Owners, Developer does hereby make, adopt and establish, in addition to those matters set forth on or otherwise resulting from the Plat and the recordation thereof, the reservations, restrictions, declarations, conditions, easements, limitations, charges, liens, covenants and other matters hereinafter set forth, each of which shall be applicable to the Townhouse Sites and Townhouses individually and to the Property in its entirety, and binding personally upon the Owners thereof.

ARTICLE 1 - ARCHITECTURAL CONTROL

1.01. Developer shall perform the function of architectural control for the Property, upon the terms set forth hereinbelow; provided however, Developer shall have the right at any time, by written declaration duly recorded, to transfer such architectural control function to ELDRIDGE ROAD TOWN-HOMES ASSOCIATION, INC., a Texas non-profit corporation (said corporation, together with its successors and assigns, being hereinafter called the "Association"). The entity possessing such architectural control function at any given time is herein referred to as the "Architectural Controller."

1.02. No person shall commence or pursue, or permit or cause the commencement or pursuit of (a) the destruction (in whole or in part) of any improvement or structure or the construction, erection or placement of any other or additional improvement or structure, permanent or temporary, or a change (structural or non-structural) on a Townhouse Site or within a Townhouse, (b) the painting or exterior decorating of same, (c) the placing in any Townhouse window or on any Townhouse wall or roof of any item, temporary or permanent, visible from the outside of such Townhouse, (d) the penetrating of any interior Townhouse wall which abuts the Townhouse wall of any other Townhouse with any material or device other than small brackets to be used solely for the hanging of pictures, mirrors and other wall decorations and which do not adversely impair the sound insulation features of the interior walls or any air space between or (e) the planting, rearrangement or alteration of any trees, shrubs, bushes, hedges, flowerbeds or any other type of garden or decorative vegetation on a Townhouse Site (other than in any interior patio areas) or elsewhere on the Property (any of the above items (a)-(e) being hereinafter referred to individually as an "Alteration") until all plans, specifications and drawings therefor or other description thereof as may reasonably be required by the Architectural Controller, including construction plans, landscaping plans and plot plans showing the exact location and size of such Alteration, shall have been submitted to the Architectural Controller and written approval thereof shall first have been obtained therefrom; provided, however, that (i) if the Architectural Controller should fail to approve or disapprove any proposed Alteration within thirty (30) days after the requisite approval documentation therefor is submitted to it for approval, approval shall have been deemed given, (ii) no proposed Alteration shall be approved by the Architectural Controller if the Architectural Controller shall find that the proposed Alteration would be disharmonious with the overall appearance and quality, including specifically the design, color, workmanship and materials, of the other Townhouses or would otherwise impair the safety or the market value of any other Townhouse or portion of the Property and (iii) nothing contained in or inferable from the above shall be construed to impose any obligation on the Architectural Controller to approve any proposed Alteration and the Architectural Controller may, at

126-10-0436

its election, refuse to permit same, permit same to be performed by the Owner or permit same but only if performed by or at the direction of the Architectural Controller. No approval of plans, specifications or drawing shall be deemed a warranty or representation by the Architectural Controller as to the quality, desirability or value of the alteration described therein.

ARTICLE 2 - GENERAL CONSTRUCTION RESTRICTIONS

2.01. Each and every Alteration shall be a necessary or reasonable incident to the Townhouse of which it is a part.

2.02. No Owner shall be permitted to construct or place, or to allow to remain, any Alteration which in any manner encroaches or overlaps across his Townhouse Site lot line; provided, however, that it is contemplated that various Townhouses and appurtenances thereto, as originally built by the Developer, will overlap, and as a result of shifting, settlement, movement, repairs or reconstruction may overlap, a Townhouse Site line and encroach over onto an adjacent Townhouse Site or the Common Open Area and therefore such encroachments shall be excluded from the foregoing prohibition, and neither the Developer nor any subsequent encroaching Owner shall have any liability because of, any and all encroachments and overlaps to the extent that they were due to any of the aforesaid causes; provided, however, that in the case of repair or reconstruction, no encroachment shall be permitted to any greater extent than existed in the Townhouse as originally built by the Developer. Accordingly, upon or after each conveyance by the Developer of a Townhouse which encroaches upon, or is encroached upon by, an adjacent Townhouse, an easement therefor shall be automatically created to the extent of (but only to the extent of) such encroachment as contemplated in the preceding sentence, which easement shall run with the title to and shall be in favor of, and binding upon, the encroaching Townhouse and the encroached Townhouse, respectively. In addition, no Owner whose Townhouse Site is encroached upon by an encroachment permitted hereunder shall, to any extent, have any dominion over, or the right to deny the encroaching Owner, and his contractors, subcontractors and repairmen access to, or the right to enjoy, any permitted encroachment.

2.03. No Owner shall permit either prior to, during or after completion of construction of any Alteration any structure of a temporary character, including but not limited to a trailer, tent, shack or outbuilding of any character, to be placed on his Townhouse Site or elsewhere on the Property, except with the prior written consent of the Architectural Controller.

2.04. The Developer hereby reserves unto itself, its successors and assigns, the right to permit any Owner or Owners of two or more contiguous Townhouse Sites, or portions thereof, to consolidate such Townhouse Sites or

126-10-0437

portions thereof into one Townhouse Site with the privilege of placing or constructing Alterations consistent with these restrictions on such resulting Townhouse Site.

ARTICLE 3 - GENERAL USE RESTRICTIONS

3.01. No Townhouse Site or any Townhouse constructed thereon may be used for any purpose other than as a private, single family residence.

3.02. No Owner shall conduct or permit the conduct of any commercial or noxious or offensive activity whatsoever upon or within his Townhouse or elsewhere upon the Property, nor shall he permit anything to be done on or within his Townhouse or elsewhere on the Property which is or may be an annoyance or nuisance to other Owners, their families or guests.

3.03. No Owner shall use or permit the use of his Townhouse or any other portion of the Property to raise, breed or keep any animals, reptiles or fowl of any kind; provided, however, that (a) dogs, domestic cats and other usual household pets may be kept by an Owner in his Townhouse if the purpose thereof is not commercial and their presence does not constitute a nuisance to other Owners and (b) no Owner shall keep any pet which the Association, in its sole discretion, considers to be dangerous to or disruptive of the enjoyment of any portion of the Property by other Owners, their families or guests. All pets which may be kept in compliance herewith shall, at all times, be kept either within the confines of the Owner's Townhouse Site or, if beyond such confines and still within the Property, on leash or in a cage.

3.04. No Owner shall use or permit the use of his Townhouse or any other portion of the Property as a dumping ground for rubbish, trash, garbage or any other waste material. All Owners shall place their rubbish, trash, garbage and waste materials in sanitary, tightly closed, containers located (a) on days when no garbage pickup is scheduled, within the property lines of their Townhouse Site in a location not visible from the exterior of the Townhouse Site, and (b) on days when garbage pickup is scheduled, at a site designated by the Association.

3.05. No Owner shall use or discharge or permit the use or discharge on or from his Townhouse or elsewhere on the Property, for hunting or sport purposes, any pistol, rifle, shotgun or any other firearm, or any bow and arrow, or any other device capable of killing or injuring.

3.06. Each Owner shall keep the foundation, glass, floors, interior Townhouse walls, utility systems, interior, patio area and patio walls of his Townhouse in a high state of maintenance, repair and appearance. If any Owner should allow his residence to deteriorate or otherwise reach a state of disrepair so that same has become, in the judgment



126-10-0438

of the Association, unsightly or otherwise a detriment to the Property, the Association may give written notice to such Owner specifying the nature of such deterioration or disrepair. If, within thirty (30) days after the giving of such notice, the Owner has not remedied the situation to the complete satisfaction of the Association, the Association shall thereafter be entitled (but shall not be obligated), without further notice or consent from such Owner, to enter upon his Townhouse and perform all reasonably necessary work therein or thereon, the cost of which shall (a) be borne entirely by such Owner in addition to his Maintenance Charge (as that term is defined in Section 5.01 hereinafter), (b) be due and payable to the Association upon demand, (c) accrue interest at the rate of 9-1/2% per annum until paid and (d) be secured by the Maintenance Charge Lien (as that term is defined in Section 5.03 hereinafter). If any Owner, either willfully or negligently, causes any damage to any improvement situated within the Property, the Association may make all expenditures necessary to repair, replace or remove same, the cost of which shall be borne solely by the Owner causing same and shall be subject to the provisions of subparagraph (a) through (d) of this Section 3.06 hereinabove. In addition, at any time or times as the Association may elect, the Association may repaint the exterior of any or all Townhouses using the color of its selection, regardless of whether same are, at that time, in disrepair.

3.07. No Owner shall place or permit to be placed any sign, billboard, poster or advertising device of any character on his Townhouse or elsewhere upon the Property, without the prior written consent of the Association. The Developer, however, shall have the right to construct and maintain, or cause to be constructed and maintained, such signs, billboards, posters and advertising devices as it deems appropriate in connection with the sale or rental of Townhouses.

3.08. No Owner shall build or permit to be built any open fires in his Townhouse or elsewhere on the Property; provided, however, that this Section 3.08 shall not be construed as precluding the use by any Owner of his interior fireplace or of small and safe outdoor cooking facilities such as charcoal grills, but only (a) within his interior patio or such areas as may, from time to time, be designated (and revoked) for such purpose by the Developer or the Association and (b) in strict compliance with such instructions as may be provided in manufacturer's or vendor's manuals.

3.09. The articles of incorporation, by-laws, rules and regulations of the Association, as from time to time adopted and amended by it, shall be deemed incorporated by reference in this instrument to the same extent as if recited verbatim herein; provided, however, that the applicable legal requirements for amending the articles, by-laws, rules and regulations shall be as recited in such document and not as set forth in Section 8.03 hereinafter, notwithstanding such incorporation by reference. Each Owner shall,

126-10-0439

at all times, use his Townhouse and otherwise comply fully with such articles of incorporation, by-laws, rules and regulations and a breach or default thereof shall constitute a violation by such Owner of the provisions of this instrument.

3.10. No Owner shall place or store, or permit the placement or storage of, (a) anywhere on the Property, any liquids, materials or equipment (i) which are dangerous, noxious, unsanitary or unightly or (ii) except to the extent provided by the Developer or the Association, of any type whatsoever other than upon or within his Townhouse Site and (b) any items of any nature in any open garage or carport other than automobiles, boats or a combination thereof.

3.11. An Owner may lease his Townhouse for occupation as a single family residence provided that such lease (a) is in writing, (b) is expressly subject to all the terms, provisions and conditions set forth herein and in the articles of incorporation and by-laws of the Association, as amended from time to time, and (c) provides that failure of the lessee to comply with the terms, provisions and conditions set forth herein or in the articles of incorporation or by-laws of the Association, as amended from time to time, shall be a default under such lease. The Owner shall be responsible for any failure of his lessee to comply fully with such terms, provisions and conditions and any person having a right to enforce such terms, provisions and conditions may proceed against the Owner, the lessee or both.

#### ARTICLE 4 - COMMON OPEN AREA

4.01. Developer hereby declares that portion of the Property lying entirely within its confines and reflected and defined on the Plat as "Common Open" and "Paved Private Street", to be a common area (herein referred to, as existing and as revised, as the "Common Open Area"), which shall be used and maintained in the manner hereinafter set forth.

4.02. Subject to Section 4.04 hereinbelow, the Common Open Area shall be and hereby is reserved for the exclusive use of, and used exclusively by, the Owners, their immediate families, guests and lessees, for ingress to and egress from Townhouses and for recreational purposes only and, to effectuate the aforesaid, an easement (non-exclusive as among the previously defined permitted users) is hereby granted to each Owner for such purposes; provided, however, that the Association may, from time to time, make, adopt and change such rules and regulations governing the use thereof (which shall thereupon become binding on all permissible users) which it deems to be in the best interest of all such users. The right to use the Common Open Area is not severable from the ownership of a Townhouse, voluntarily or involuntarily, and shall automatically pass upon transfer of title to a Townhouse, with or without specific reference to the transfer of such right to use the Common Open Area in the documents transferring title to a Townhouse. Notwithstanding anything to the contrary contained herein, the Developer

126-10-0440

shall have the right to use the Common Open Area for (i) signs advertising Townhouses for sale or lease and other signs in connection with the sale, lease and construction of Townhouses, (ii) temporary sales offices, (iii) temporary construction offices, (iv) storage of construction materials, and (v) any other use whatsoever which the Developer, in its sole discretion, deems necessary or desirable in connection with the construction, repair, financing, sale or leasing of Townhouses or Townhouse Sites.

4.03. No Owner shall ever deface, destroy, cut, remove or injure, or permit any of his family or guests to deface, destroy, cut, remove or injure, any improvement or any trees, shrubs, bushes, hedges or flowers situated upon or planted in or growing upon the Common Open Area.

4.04. Notwithstanding anything to the contrary contained herein, the Developer shall be entitled, and hereby reserves the right, at any time and from time to time, both before and after any Townhouse has been conveyed by it and without the necessity of obtaining any prior, coincident or subsequent consent from any Owner, to grant easements to utility companies or to any municipal district for utility purposes (including specifically for the installation, maintenance and operation of any and all utility systems or facilities) in, along, across, under and over all or any portions of the Property, including specifically any Townhouse Site and the Common Open Area, provided that the right to grant utility easements within the Common Open Area shall automatically be transferred to the Association upon the transfer by the Developer to the Association of title to the Common Open Area, with or without specific reference to such right to grant utility easements in the documents transferring the title to the Common Open Area. Developer shall have the right at any time and from time to time to replant the Property solely to change the location and size of the Common Open Area and any Townhouse Sites then owned by the Developer; provided, however, that the area of the Common Open Area shall not be reduced to less than eighty percent (80%) of its existing area as a result of such replanting.

4.05. In addition to the provisions of Section 4.04 hereinabove, an underground electric distribution system may be installed within the Property at the execution of the Agreement for Underground Electric Service between the electric company and the Developer. Each Owner shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Townhouse Site. The electric company furnishing service shall make the necessary connections at said point of

126-10-0441

attachment and at the meter. In addition, each Owner shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for such Owner's Townhouse. For so long as such underground service is maintained the electric service to each Townhouse Site shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Property at no cost to the Developer (except for certain conduits, where applicable) upon the Developer's representation that the Property is being developed for single family townhouses of the usual and customary type, constructed upon the Townhouse Sites, designed to be permanently located where originally constructed and built for sale to bona fide purchasers (such category of townhouses expressly excludes, without limitation, mobile homes and duplexes). The terms "sale to bona fide purchasers" mean an outright sale to a resident at the time such resident first occupies the Townhouse and not a lease, a delayed sale by means of a contract for deed, a sale with provisions calculated to subsequently relieve such resident from the obligation to pay for the Townhouse, or similar devices. Therefore, should the plans of the Developer be changed so that dwellings of a different type will be permitted within the Property, the electric company shall not be obligated to provide electric service to a Townhouse Site where a dwelling of a different type is located unless (a) the Developer has paid to the electric company an amount representing the excess in cost, for the entire Property of the underground distribution system over the cost of equivalent overhead facilities to serve such Property, or (b) the Owner of such Townhouse Site, or the applicant for service, shall pay to the electric company the sum of (i) \$1.75 per front lot foot in the case of a single family dwelling or \$2.50 per front lot foot in the case of a townhouse, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Townhouse Site over the cost of equivalent overhead facilities to serve such Townhouse Site, plus (ii) the cost of rearranging and adding any electric facilities serving such Townhouse Site, which rearrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development of unplatted Townhouse Sites on the Property. Specifically, but not by way of limitation, if an Owner in a former unplatted Townhouse Site undertakes some action which would have invoked the above per front lot payment if such action had been undertaken in the Property other than the unplatted Townhouse Site, such lot owner shall pay the electric company \$1.75 per front lot foot in the case of a single family dwelling or \$2.50

126-10-0442

per front lot foot in the case of a townhouse for his/her lot unless the Developer has paid the electric company as above described. The provisions of this paragraph and the two preceding paragraphs do not apply to any future non-residential development in such unplatted Townhouse Site(s).

ARTICLE 5 - MAINTENANCE CHARGE

5.01. Each Townhouse and each Townhouse Site, upon (but not before) the initial conveyance by the Developer to the first Owner thereof (other than Developer), shall be subjected to a maintenance charge (herein referred to as the "Maintenance Charge") in such amount as shall be determined from time to time by the Association in accordance with its by-laws. The Maintenance Charge attributable to each Townhouse shall be payable annually in advance; provided that if the initial conveyance from Developer is made on a day other than the first day of any month, the Maintenance Charge for such month shall be prorated and paid by the new Owner contemporaneously with the conveyance. All payments of the Maintenance Charge shall be made to the Association at its principal office in Harris County, Texas, or as the Association may otherwise direct or permit. Payment shall be made in full, regardless of whether any Owner has any dispute with the Developer, the Association, any other Owner or any other person or entity regarding any matter to which this instrument relates or pertains. All past due Maintenance Charge payments shall bear interest at the rate of 9-1/2% per annum until paid. Payment of the Maintenance Charge shall be a continuing affirmative covenant both personal to each Owner (other than the Developer) and a covenant running with the land. Each Owner, and each prospective Owner (except as excluded in the preceding sentence) is hereby placed on notice that such provision may operate to place upon him the responsibility for the payment of Maintenance Charges attributable to a period prior to the date he purchased his Townhouse or Townhouse Site but after the initial sale thereof by the Developer; provided, however, that this shall not be construed to deny the priority of the lien of any first recorded deed of trust.

5.02. The purpose of the Maintenance Charge is to create a Maintenance Fund which shall be used for the purposes as hereinbelow prescribed.

5.03. To secure the payment of the Maintenance Charge and the repayment of any sums expended by the Association under Section 3.06 hereinabove or Sections 5.04 or 8.04 hereinbelow, each Townhouse or each Townhouse Site shall be, upon the initial sale thereof by the Developer to the first Owner thereof and continuing thereafter, subjected to, and there shall thereby be reserved in the Developer, the express vendor's lien and superior title (hereinafter referred to as the "Maintenance Charge Lien") which shall, ipso facto, be assigned without recourse to, and for the benefit of, the Association; provided, however, that the Maintenance Charge Lien shall be junior, subordinate and inferior to the lien

126-10-0443

of any recorded first lien Deed of Trust (and renewals and extensions thereof) granted by the Owner of any Townhouse or Townhouse Site to secure the repayment of sums advanced to or otherwise owed by him to cover all or any portion of the purchase price therefor or of any permanent improvement to be placed thereon.

5.04. All Maintenance Charge Liens may be enforceable through any appropriate proceeding at law or in equity; provided, however, that (a) such Lien shall be enforceable only by the Association, its successors or assigns and (b) under no circumstances shall the Developer or the Association ever be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any Maintenance Charge Lien.

5.05. All Maintenance Charges and Maintenance Charge Liens shall continue until the expiration or termination of the covenants, conditions, reservations and restrictions set forth in this instrument (as extended in accordance with Section 8.03 hereinbelow).

5.06. The Maintenance Charge shall be equal for each Townhouse and each Townhouse Site, regardless of variations in size, location, value or otherwise; provided, however, that until a Townhouse or Townhouse Site is first occupied as a residence, the amount of the Maintenance Charge for such Townhouse or Townhouse Site shall be twenty-five percent (25%) of the amount of the Maintenance Charge for each Townhouse occupied as a residence.

#### ARTICLE 6 - MAINTENANCE FUND

6.01. The Association shall receive each Maintenance Charge, as paid, and shall act as custodian and administrator thereof, and shall have the right to pool, merge and combine all Maintenance Charges and all funds received from other sources into a single fund (herein referred to as the "Maintenance Fund") without the necessity of maintaining a single Maintenance Fund for each Owner or for the entirety of the Owners. However, the Association will keep, or cause to be kept, accurate records of all such funds so received, attributable as to their source, and will advise any Owner or any prospective purchaser of a Townhouse, upon his request, of the total Maintenance Charge payments received from, or due by, him or by the present Owner, as the case may be. Unless the Association is specifically requested to furnish such information, however, it shall have no obligation to furnish same or any liability, either to waive past due Maintenance Charge collections or otherwise, to any person who becomes an Owner without knowledge of the previous Owner's delinquency in the payment thereof. In addition, the Association will furnish to each Owner an annual report of the Association's operations, reflecting all revenues and disbursements during the preceding fiscal year, and a balance sheet prepared as of the end of such fiscal year.

6.02. Neither the Developer nor the Association shall be liable to any person or persons whatsoever for failure or inability to collect any Maintenance Charge or any part thereof from any Owner.

6.03. To the extent permitted by the Maintenance Fund, the Association shall perform each service set forth hereinbelow and may perform any other act permitted elsewhere in this instrument. In addition, portions of the Maintenance Fund may be set aside as reserves for replacement, restoration, new facilities and other purposes. Where the Maintenance Fund is inadequate to allow all such services or acts to be performed, the Association shall be entitled to determine which of the services or acts are to be performed from available funds and which are to be deferred until additional funds are available. Under no circumstances will the Developer ever be obligated to the Association or the Developer or the Association ever be obligated to any Owner to contribute or lend any money to, or to expend any funds other than from, or to borrow any money to supplement, the Maintenance Fund in order to perform any such service, and the Association's judgment in expending funds for these purposes shall be final and conclusive so long as such judgment is not exercised in bad faith.

(a) The landscaping and maintenance of the grounds, lawns, terraces, shrubs and plants on each Townhouse Site, within the Common Open Area and within any colonnades lying within public or private streets, including mowing and watering.

(b) The installation, operation, insurance and maintenance of the swimming pool, lighting, fencing and other facilities within the Common Open Area, including any sums for borrowed money attributable to any of same; provided, however, the Association shall have no duty to insure any of same if, in the Association's judgment, there is no significant hazard or risk of loss or damage to be insured against.

(c) The improvement and maintenance of any common passages, walkways, garages, carports, storage areas and enclosures within the Property.

(d) The collection and disposition of garbage and other rubbish from each Townhouse and from the Common Open Area.

(e) The enforcement of any matter contained herein or in any particular conveyance of a Townhouse or Townhouse Site, including the collection of the Maintenance Charge and the maintenance and operation of the Maintenance Fund.

(f) The retention of companies, policemen or watchmen to provide security for the Property.

126-10-0445

(g) The maintenance and operation of an exterior lighting system for all public and private streets and driveways which lie within the confines of the Property.

(h) The maintenance of all public and private streets and driveways which lie within the confines of the Property.

(i) The painting and maintenance of the exteriors of all Townhouses; provided, however, the Association shall have no obligation to paint the exterior of any Townhouse more than one time in any three-year period.

(j) The payment of any and all taxes, charges and assessments as may be attributable to the Common Open Area and the private streets and driveways, title to which may be vested in the Association.

(k) The doing of all other things which may be necessary or desirable in the opinion of the Association to maintain the entire Property in a well kept manner, and to make each Townhouse Site a more enjoyable residence for its Owner.

6.04. The Association may maintain fire and extended coverage insurance and other forms of insurance on all or any part of the Townhouses and may pay premiums for such insurance out of the Maintenance Fund; provided, however the Association shall have no obligation to maintain any insurance on any Townhouse.

6.05. Subject to its by-laws and articles of incorporation, the Association may retain or employ any third party or parties to perform any functions which the Association may or must perform and may use the Maintenance Fund to pay such third parties for the functions so performed.

#### ARTICLE 7 - RESERVATIONS

7.01. Developer hereby reserves unto itself, its successors and assigns, and hereby grants to the Association, perpetual rights of ingress and egress on, over, in and across the entirety of the Property and each Townhouse as may be necessary or reasonably appropriate in order for the Association to perform functions required of or permitted it anywhere in this instrument, including specifically but without limitation in Sections 3.06 and 6.03 hereinabove, or to confirm that each Owner is complying with the matters set forth in this instrument.

7.02. Developer hereby reserves unto itself, its successors and assigns, the temporary rights of ingress and egress on, over, in and across the Common Open Area with men, materials and equipment in order to complete the construction of all the Townhouses. The rights granted in this Section 7.02 shall terminate upon the date the last Townhouse is initially occupied as a residence.



ARTICLE 5 - GENERAL PROVISIONS

5.01. No violation of any matter referred to anywhere in this instrument shall impair, diminish or detrimentally affect the rights of any mortgagee or trustee under any deed of trust or security instrument outstanding against any Townhouse Site or Townhouse at the time of such violation.

5.02. The invalidity, violation, abandonment or waiver of any one or more of, or any part of, any provision provided for in this instrument shall in no way affect, diminish or impair the remaining provisions provided for herein, which remaining provisions shall continue to be in full force and effect.

5.03. Each of the covenants, conditions, reservations and restrictions set forth in this instrument shall be both covenants running with the land and personal obligations, binding upon all Owners of any Townhouse Site or Townhouse therein, from the date hereof until December 31, 2010, at which time each such covenant, condition, reservation and restriction shall be automatically extended for successive ten (10) year increments thereafter; provided, however, that if, prior to January 1, 2011 or, if such extension occurs, any ten (10) year anniversary date thereafter, the Owners of at least two-thirds (2/3) of the then Lots within the Property execute and record in the appropriate records of the Office of the County Clerk of Harris County, Texas, an instrument wherein it is agreed to terminate, alter or amend all or any such covenants, conditions, reservations and restrictions, same shall be terminated, altered or amended. The covenants, conditions, reservations and restrictions set forth in this instrument may be amended at any time and from time to time by a written instrument, recorded in the appropriate records of Harris County, Texas, executed and acknowledged by either (i) the Association and a majority of the Owners affected by such amendment and, if it is then an Owner of a Townhouse or Townhouse Site or the holder of a lien thereon, the Developer, or (ii) all of the Owners. The provisions of any such instrument shall become operative and binding upon all Owners, regardless of whether all signed such instrument, at the end of the applicable period. In addition, and without the necessity of amending this instrument, the Developer shall have the right, with the approval of the Association, to grant exceptions from time to time to the application of any particular provisions of this instrument (other than a waiver of the Maintenance Charge) when doing so will not be inconsistent with the overall plan for the development of the Property.

5.04. Any covenant, condition, reservation or restriction set forth in this instrument may be enforced at law or in equity by either the Association or, except as otherwise limited in Section 5.04 hereinabove, by any aggrieved Owner without the necessity of joining the Association; provided, however, that under no circumstances shall the Association or the Developer ever be liable to any Owner or any other person or entity for failure or inability to enforce, or to

125-10-0447

attempt to enforce, or to enjoin the breach of, any such covenant, condition, reservation or restriction or the Maintenance Charge Lien. Any and all sums expended by the Association in enforcing any provision of this instrument shall be repaid the Association by the Owner against whom such enforcement is brought, and shall be subject to the provisions of Section 3.06(a) through (d) hereinabove.

8.05. Each contract for sale, deed, deed of trust or other instrument which may hereafter be executed with respect to any property situated within the Property shall be deemed to have been executed, delivered and accepted subject to all of the provisions of this instrument and all such provisions shall, without further action, be incorporated by reference therein, regardless of whether any such instrument specifically incorporates by reference therein any provision hereof or the entirety of this instrument or recites the same verbatim therein.

8.06. The Association shall be composed of two (2) classes of members, as set forth in Section 8.09 hereinbelow. Each Owner shall automatically become a member of the Association upon his acquisition of, and shall continue to be a member for so long as he owns a fee or undivided fee interest in, a Townhouse or Townhouse Site. Membership in the Association is not severable from the ownership of a Townhouse or Townhouse Site, voluntarily or involuntarily, and shall pass automatically upon the transfer of title to a Townhouse or Townhouse Site, with or without specific reference to the transfer of membership in the documents transferring such title. Each member shall be entitled to all of the rights set forth in the Texas Non-Profit Corporation Act. No member shall have any greater rights than any other member of the same class, regardless of any variation in size, value or otherwise of his Townhouse.

8.07. Nothing contained in or inferable from this instrument is intended to limit, or shall be construed as limiting, to any extent and under any circumstance any power of the Association granted it under the provisions of the Texas Non-Profit Corporation Act, as in effect on the date hereof, and if subsequently amended, as subsequently amended but only to the extent that such amendment enlarges such powers.

8.08. It is contemplated that the Property will be developed in phases. The reservations, restrictions, declarations, conditions, easements, limitations, charges, liens, covenants and other matters set forth in this instrument shall apply equally to all Townhouses and Townhouse Sites and all parts of the Common Open Area regardless of in which phase such Townhouse, Townhouse Site or portion of the Common Open Area lies.

8.09. The Association shall have two classes of voting memberships. Class A members shall be all Owners (including the Developer as to Townhouses and Townhouse Sites owned by it).

126-10-0448

Class A members shall be entitled to one (1) vote for each Townhouse in which they hold the interest required for membership by Section 6.06. When more than one person holds such interest in any Townhouse, all such persons shall be members and the vote for such Townhouse shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Townhouse. The Class B member shall be the Developer and it shall be entitled to fifty (50) votes; provided, however, that the Class B membership shall cease on the happening of either of the following events, whichever occurs earlier: (a) when all Townhouses and Townhouse Sites (both presently existing and future) are initially sold by Developer, or (b) December 31, 1985.

8.10. If there is a party wall on the side lot line of two Townhouse Sites, part of which party wall is on one Townhouse Site and the other part of which is on the adjoining Townhouse Site, then such party wall shall be for the common benefit of the Townhouses built upon the two Townhouse Sites upon which the party wall is situated, and the Owner of each such Townhouse Site shall have reciprocal easements upon and against the portion of the adjoining Townhouse Site upon which a part of such party wall is situated for the construction, reconstruction, refinishing, alteration, repair, preservation and maintenance of such party wall. Neither such Owner may alter such party wall without the express consent of the other, which consent shall not be unreasonably withheld. In the event a party wall shall need repair, the cost of such repair shall be shared equally between the respective Owners of the Townhouse Sites served by such party wall, unless one or the other such Owner is responsible for the damage done to such party wall, in which event such party wall shall be repaired at the sole cost and expense of the Owner so responsible for such damage.

EXECUTED as of this the 15<sup>th</sup> day of August, 1975.

BENJAMIN FRANKLIN SAVINGS  
ASSOCIATION

ATTEST:

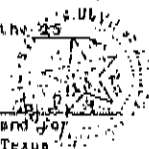
By H. Campbell Wood  
H. Campbell Wood, President

126-10-0449

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned authority, on this day personally appeared H. Campbell Wood, President of BPSA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said BENJAMIN FRANKLIN SAVINOS ASSOCIATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25<sup>th</sup> day of August, 1975.

  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

Return to:

James B. Rylander  
Vinson, Elkins, Searls, Connally & Smith  
2100 First City National Bank Building  
Houston, Texas 77002

NOTICE  
V

SECRETARY'S CERTIFICATE OF FILING

I, Leanne Soteras, certify that:

I am the duly qualified and acting secretary of Eldridge Road Townhomes Association, Inc., a duly organized and existing Texas non-profit corporation.

1EE

The attached instruments are true copies of unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to Eldridge Road Townhomes Association, Inc.,

The attached instruments are being presented for recording in the Official Public Records of Real Property of Harris County, Texas, pursuant to Section 202.006 of the Texas Property Code.

Dated: January 18, 2012 Leanne Soteras  
Leanne Soteras, Secretary  
Eldridge Road Townhomes Association, Inc.

1OR

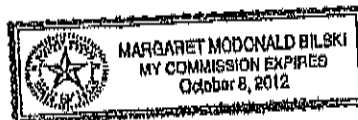
THE STATE OF TEXAS        §  
   §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the 18th day of January, 2012, by Leanne Soteras, Secretary of Eldridge Road Townhomes Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Margaret McDonald Bilski  
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

Bartley & Spears, P.C.  
14811 St. Mary's Lane, Suite 270  
Houston, Texas 77079



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ELDRIDGE ROAD TOWNHOMES ASSOCIATION, INC.  
GUIDELINES FOR ROOFING MATERIALS

STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, Eldridge Road Townhomes Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective June 20, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the community.

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Association. Wood shingles are specifically prohibited.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Acceptable colors are Brown. Tile and built up roofs must be earthtone in color (i.e. black, brown, tan or gray, no blues, reds or yellows).
4. Ridge vents are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
5. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
6. Subject to Section 7 below and with advance written approval from the Association, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
  - a. provide heating or cooling efficiencies greater than traditional composition shingles; or

ER 030 - 46 - 0171

ER 030 - 46 - 0172

- b. provide solar energy capture capabilities; or
  - c. provide greater resistance and to wind and hail damage.
7. Once installed, any such Alternative Shingles must:
- a. resemble the shingles used or authorized to be used on other structures within the Association;
  - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
  - c. match the aesthetics of properties surrounding the owner's property.

The guidelines are effective upon adoption and recordation in the Public Records of Harris County, Texas and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 18th day of January, 2012

Bryan Scrivner  
Bryan Scrivner, President

Mary Jo Alberte  
Mary Jo Alberte, Vice President

Leanne Soteras  
Leanne Soteras, Secretary

Leanne Soteras  
Leanne Soteras, Treasurer

William Shaddock, Jr.  
William Shaddock, Jr., Director

Bill Metcalf  
Bill Metcalf, Director

ER 030 - 46 - 0173

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e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 24.00

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.



*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS