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**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
BALDWIN SQUARE**

518-05-0766

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THIS DECLARATION (the "Declaration"), is made this 13th day of April, 1998, by PERRY HOMES, a Joint Venture ("Declarant").

RECITALS

A. Declarant is the owner of certain real property situated in the City of Houston, Harris County, Texas, as more particularly described as follows: Baldwin Square, a subdivision in the City of Houston, Harris County, Texas, according to a map or plat thereof recorded on April 3, 1998, under Clerk's File No. S943664 of the Map Records of Harris County, Texas, together with additions thereto as may be made subject to the terms of this Declaration by any Supplemental Declaration of Covenants executed and filed, from time to time, by Declarant in the Deed Records of Harris County, Texas (being collectively called the "Property"), and desires to create on the Property a residential community with residential Townhome Sites, open spaces and other common facilities for the benefit of the Owners, as hereinafter defined.

B. Declarant desires to provide for the efficient preservation of the values and amenities within the Property and for the maintenance of open spaces and other common facilities. To this end, Declarant desires to impose upon the Property the covenants, conditions, restrictions, easements, charges and liens contained in this Declaration and to create a non-profit corporation to which would be delegated and assigned the powers of maintaining and administering the community Property and facilities in accordance with the terms of this Declaration.

C. Declarant has caused or will cause to be incorporated under the Non-Profit Corporation Act of the State of Texas (the "Act") a non-profit corporation known as, Baldwin Square Homeowners Association, Inc. (the "Association").

NOW, THEREFORE, Declarant, for an in consideration of, and expressly for the benefit of, and to bind, its successors-in-interest, does hereby agree and declare that the Property, including any additions thereto as may hereafter be made hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens sometimes referred to collectively as the (the "Covenants") hereinafter set forth which shall run with the land and shall be binding upon all parties having any right, title, or interest in or to the Property, or any part

thereof, and their heirs, successors, representatives and assigns. The covenants, conditions, restrictions, easements, charges and liens hereinafter set forth are covenants running with the Property at law as well as in equity.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

"Architectural Committee" shall mean the New Construction Committee or the Modifications Committee, whichever is applicable, as described in Article IX of this Declaration.

"Assessments" shall mean and refer to the regular annual assessments, the special assessments and the default assessments levied for the Association as determined by the Board of Directors.

"Association" shall mean and refer to the Baldwin Square Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

"Board of Directors or Board" shall mean the governing body of the Association, the elections and procedures of which shall be as set forth in the Articles of Incorporation and the Bylaws of the Association.

"Common Property" shall mean and refer to all property, real or personal, owned or held by the Association for the common use and enjoyment of the Members of the Association, including, but not limited to, the wrought iron fence and gate, private streets, any Restricted Reserve as described in the plat for the Property, common sewer lines and common water lines.

"Declarant" shall mean and refer to Perry Homes, a Joint Venture and its successors and assigns, if: (a) such successor or assignee should acquire more than one (1) undeveloped Townhome Site from Perry Homes, a Joint Venture for the purpose of development; and (b) any such successor or assignee shall receive by assignment from Perry Homes, a Joint Venture of all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such successor or assignee.

"Dwelling Unit" shall mean and refer to a townhouse unit situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.

518-05-076

"Election Date" shall mean the earliest of the dates when (i) Declarant shall have sold all of its Townhome Sites; (ii) Five (5) years have lapsed from the date of recordation of the Declaration; or (iii) Declarant by written notice to the Board of Directors notifies the Association of the Declarant's election to cause the Election Date to occur.

"Institutional Mortgage" shall mean a mortgage or deed of trust creating a first lien on a Townhome Site which is held by a third party institutional lender.

"MC" shall refer to the Modifications Committee as described in Article IX of the Declaration.

"Member" shall mean and refer to each Owner as provided herein in Article II of this Declaration.

"NCC" shall mean and refer to the New Construction Committee as described in Article IX.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Townhome Site but, notwithstanding any applicable theory of mortgages or other security devices, shall not mean or refer to any mortgagee or trustee under a mortgage or deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any conveyance in lieu of foreclosure. Declarant shall be deemed an Owner of each unplatted Townhome Site.

"Party Wall" shall mean and refer to the common wall which is built or exists as a part of the original construction between two townhomes.

"Property" shall have the meaning given to it in Paragraph A of the Introductory Statement above.

"Resident" shall mean and refer to each person (not otherwise an Owner or Member) authorized by an Owner to reside within such Owner's Dwelling Unit.

"Townhome Site" or "Townhome Sites" shall mean and refer to the portion of the Property on which a Dwelling Unit is situated.

"Townhome" shall mean the same as a Dwelling Unit.

"Two-Thirds Member Vote By Class" shall mean the approval of two-thirds (2/3) of each class of Members entitled to vote who either (i) are voting in person or proxy at a meeting duly called for this purpose and at which the meeting exists, or (ii) execute a written consent in lieu of a meeting.

"Two-Thirds Member Vote" shall mean the approval of two-thirds (2/3) of all Members (regardless of class) entitled to vote who either (i) are voting in person or by proxy at a meeting duly called for this purpose and at which the necessary quorum exists, or (ii) execute a written consent in lieu of a meeting for such purpose.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; ADDITIONS TO THE PROPERTY; THE BOARD OF DIRECTORS

2.1 Membership. Each and every Owner shall automatically be and must remain a Member of the Association, subject to the terms of this Declaration, the Articles of Incorporation and the Bylaws of the Association and the Association's rules and regulations. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such Owner in and to a Townhome Site. Ownership of a Townhome Site shall be the sole qualification for being a Member; provided, however a Member's privileges in the Common Property may be regulated or suspended as provided in this Declaration, the Bylaws of the Association and/or the Association's rules and regulations. Any person or entity that holds an interest in and to a Townhome Site merely as security for the performance of an obligation shall not be a Member until such time as the holder or its successor acquires title to the Townhome Site through foreclosure or conveyance in lieu thereof.

2.2 Transfer. Membership of an Owner in the Association may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of said Owner's interest in a Townhome Site and then only to the purchaser or assignee as the new Owner thereof. Such membership shall not be severed by the encumbrance by an Owner of a Townhome Site. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect. Owners shall notify the Association of any transfer of the fee title to a Townhome Site. Such transfer shall automatically operate to transfer the membership to the new Owner thereof. In the event an Owner should fail or refuse to provide written evidence of transfer of the membership in the Association registered in such Owner's name to the transferee of such Owner's interest in a Townhome Site, the Association shall have the right to record the transfer upon the books and records of the Association.

2.3 Classes of Membership. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Townhome Site in which they hold the interest required for membership. When more than one person holds such interest or interests in any Townhome Site, all such

persons shall be Members, and the vote for such Townhome Site shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Townhome Site.

CLASS B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Townhome Site owned by the Class B Member(s). However, at such times as the total number of Townhome Sites owned by the Class A Members equals or exceeds three (3) times the total number of Townhome Sites owned by the Class B Member(s), the Class B Member(s) shall, during the time such equality or excess continues, be entitled to only one (1) vote for every Townhome Site owned by it. Unless Additional Property is subjected to the terms of this Declaration in accordance with the provisions of Section 2.4, from and after January 1, 2000, (as subsequently amended, the "Voting Conversion Date"), the Class B Member(s) shall only be entitled to one (1) vote for each Townhome Site owned by it regardless of the number of Townhome Sites owned by the Class B Member(s) at such time. In the event Additional Property is subjected to this Declaration in accordance with Section 2.4, then the Supplemental Declaration, as hereinafter defined, annexing such Additional Property shall designate a new Voting Conversion Date.

2.4 Additions to the Property. Additional tracts of land, together with the improvements situated thereon, may become subject to this Declaration and added to the Property in any of the following manners.

(a) Declarant may, without the consent of any Owner and at its sole option, at any time and from time to time within five (5) years from the date of recordation of this Declaration, add to the Property and to the concept of this Declaration, all or any portion of any other real property (the "Additional Property"), by filing of record, one or more Supplemental Declarations of Covenants, Conditions and Restrictions, which shall extend the coverage and/or concept of the covenants, conditions and restrictions of this Declaration to such property. Any such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Property and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplemental Declaration modify or add to the covenants established by this Declaration for the Property existing prior to the filing of any such Supplemental Declaration unless such modifications and additions are approved by a Two-Thirds Member Vote. Declarant may make any such addition even though at the time such addition is made Declarant is not the Owner of any portion of the Property. Each Supplemental Declaration shall designate the number of separate Townhome Sites or tracts comprising the Additional Property which are to constitute Townhome Sites, and each such separate Townhome Site or tract shall

constitute a "Townhome Site" within the meaning of this Declaration. All or any part of the Additional Property and improvements located thereon owned by Declarant or any interest held by Declarant in the Property may be conveyed, transferred or assigned to the Association and designated as Common Property by the Declarant at its sole discretion and without the approval, assent or vote of the Association or of its Members; provided that any property so conveyed shall be free and clear of any and all mechanic's and materialmen's liens and that all taxes and governmental assessments against any such property which are then due and payable shall have been paid prior to the date of such conveyance. Notwithstanding any other provision hereof, nothing contained herein shall be deemed to require Declarant to add any Additional Property to the Property. Moreover, Declarant reserves the right to subject any Additional Property or any part thereof to the plan or one or more separate declarations of covenants, conditions and restriction which subjects the real property to the functions, powers and jurisdiction of an association or other entity with powers and obligations similar to the Association and which may or may not be subject to the provisions of this Declaration.

(b) The annexations of Additional Property authorized by this Declaration shall be accomplished by executing and filing of record in the office of the County Clerk of Harris County, Texas, a Supplemental Declaration or similar instrument, with respect to any Additional Property which shall extend the plan of this Declaration to such real property. Any such Supplemental Declaration contemplated above may contain such additions, deletions and/or modifications of the covenants, conditions, restrictions, easements, liens and charges contained in this Declaration as may be necessary to reflect the different character, if any, of such Additional Property and as are not substantially inconsistent with the plan of this Declaration. In no event, however, shall any such Supplemental Declaration, or any merger or consolidation revoke, modify or add to the covenants, conditions, restrictions, easements, liens or charges established by this Declaration, as same relate to and affect that portion of the Property previously subject to this Declaration. Further, the method of determining Assessments for the Additional Property shall not result in an Assessment substantially less than that affecting the Property unless such Additional Property and the Owners thereof do not enjoy substantially all of the benefits enjoyed by Owners of other Property previously subject to this Declaration. Any annexation, merger or consolidation made pursuant to this Declaration, when made, shall automatically extend the functions, powers and jurisdiction of the Association to the real property so added. Upon the filing of any Supplemental Declaration, each Owner of a Townhome Site within the portion of the Additional Property added to the Property (other than Declarant) shall become a Class A Member, as herein defined, and shall become liable for assessments as provided for herein. Declarant shall continue to be the Class B Member with the number of votes per Townhome Site (including any new

Townhome Sites added pursuant to a Supplemental Declaration) as provided for in this Article II.

(c) Upon approval by a Two-Thirds Member Vote, the owner of any property who desires to add it to the concept of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants, Conditions and Restrictions as described in paragraph (a) of this Article. Any additions made pursuant to paragraphs (a), (b) or (c) of this Section 2.3, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the Property added. Upon acceptance in writing by the Association following approval by a Two-Thirds Class Member Vote, any person may convey, transfer or assign real property, improvements located thereon or an interest therein to the Association and designate the same as Common Property.

(d) Declarant or the Association, upon the written approval or assent of 67% of the outstanding votes of Members, shall have the right and option to cause the Association to merge or consolidate with any similar association or associations. Upon a merger or consolidation of the Association with another association, the Property, rights and obligations of the Association, may, by operation of law or otherwise, be transferred to the surviving or consolidated association or, alternatively, the Property, rights and obligations of another association may, by operation of law or otherwise, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, restrictions, easements, liens and charges established by this Association within the Property, together with the Covenants established upon any other real property as one plan.

2.5 The Board of Directors. The number, term and election of the Board of Directors shall be as determined in the Articles of Incorporation and Bylaws of the Association. The initial Board of Directors shall be appointed by the Declarant and shall serve until the first Board is elected by the Members after the Election Date. The Declarant may fill vacancies on the Board of Directors until the Election date. No Director need be a Member of the Association or a resident of the Property.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTY

3.1 Members' Easements of Enjoyment. Subject to the provisions of Section 3.3 of this Article, every Member and every Resident shall have a right and easement of use and enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Townhome Site; provided however,

such easement shall not give such person the right to make alterations, additions or improvements to the Common Property.

3.2. Title to the Common Property. The Declarant shall convey the fee simple title to the Common Property to the Association, or in the case where easements constitute part of the Common Property, Declarant shall assign and transfer such easements to the Association, in each case free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default and utility easements and mineral interests outstanding and of record in Harris County, Texas.

3.3. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Property;

(b) Following the approval by a Two-Thirds Member Vote by Class of Class A Members only, the right of the Association, in accordance with its Articles, to borrow money for the purpose of improving the Common Property and facilities and in aid thereof to mortgage the Common Property;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;

(d) The right of the Association, as provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to any service paid for by the Association and to suspend the right of any individual to use the Common Property for any period during which any assessment against a Townhome Site owned by such Member or resided upon by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(e) Following approval by a Two-Thirds Member Vote, the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and upon such conditions as the Board of Directors of the Association may determine.

(f) No planting, or gardening by Owners shall be permitted within the Common Property, and no fences, hedges, or walls or other obstructions shall be erected or maintained upon the Common Property, except such as are installed by Declarant in connection with the construction of the initial improvements, or such as are subsequently approved by the Board of Directors.

3.4 Title to Obligations Regarding Common Property. Notwithstanding any provisions to the contrary, Declarant may retain the legal right to any Common Property

until such time as it has completed improvements thereon and all necessary inspections by the applicable contractor, engineer, utility companies and/or the City, County, or any other applicable inspection body have been satisfied OR until such time as, in the opinion of the Declarant and at its sole discretion, the Association is able to maintain the same.

(a) In this regard, unless otherwise provided herein, the Declarant hereby covenants for itself, its successors and assigns that title to the Common Property will then be conveyed to the Association at no cost (unless otherwise stated herein), at which time the Association shall then automatically assume responsibility for all obligations of Declarant relating to their respective portion of the Common Property. In addition, at the time of this conveyance, all construction warranties, if any, shall also be automatically transferred to the Association relating to the improvements forming a part of the Common Property. The Association shall indemnify and hold Declarant harmless from any expenses and/or damages of any kind associated with any and all repairs or damage to roads, utilities (water, gas, electric) and any other Common Property. The Association (and each Owner) agree to remedy any repairs and damages.

(b) In connection with any conveyance of any Common Property from the Declarant to the Association, as set forth in these restrictions, the Association shall take responsibility for the ownership and maintenance of any access gates or other access elements restricting access to the Subdivision (the "Access Elements"). Notwithstanding such conveyance, Declarant shall retain full and complete control of the operations of any such Access Elements regulating access to the Subdivision; it being understood that Declarant shall have the right to maintain control of the Access Elements and regulate access to the Subdivision as Declarant deems appropriate in Declarant's sole discretion until the earlier of the following: (1) the Subdivision is completely built out, with all townhomes having been conveyed to third parties and developed by completing construction of a residence thereon; or (2) Declarant specifically conveys control of the Security Elements over to the Association in writing.

(c) The Access Elements are provided as amenities, but are not to be construed as a comprehensive security system. Declarant and the Association disclaim any representation that the Access Elements constitute a comprehensive security system. There may be a better, or more complete gate system or another method of restricting access. Any upgrade or variation of the Access Elements may be decided later by the Association, at the Association's expense.

(d) Until title to the Common Property has been conveyed to the Association by the Declarant, Declarant shall be entitled to exercise all rights and privileges relating to the Common Property granted to the Association in this Declaration. Title to any portion of the Common Property may be dedicated to a

governmental entity by the Declarant or the Association and title shall thereafter remain in such governmental entity.

3.5 Indemnification. The Association shall at all times, from and after any turnovers of the Common Property and/or management of the Association, indemnify and hold Declarant harmless from any and all liability associated with any and all claims or damages of every kind arising out of the operations of the Property or the Association. Additionally, Declarant may not be held liable in any way in its role in enforcing or failing to enforce any of the conditions of these restrictions, in protecting its rights or in carrying out any of its duties or obligations. This indemnification shall include the Association's payment of any and all expenses including the payment of any and all legal expenses, court costs, any and all costs associated with the protection of the Declarant in any legal actions or proceedings or any other action of any kind. Declarant shall be shown as an additional insured on the Association liability insurance policy, which shall be in a form acceptable to Declarant and shall be maintained at the expense of the Association. This liability insurance requirement shall be in effect until at least three (3) years after: (a) all of the Common Property is turned over to the Association; or (b) the entire development is completed and sold/built out, and any notes or agreements between Declarant and the Association have been paid in full.

3.6 Assignment by Declarant. Declarant shall have full right and authority to sell and assign its rights, duties and obligations under these restrictions upon any such action. Declarant shall have no further obligation or liability, implied or otherwise, hereunder.

3.7 THE SANITARY SEWER LINES AND THE STORM SEWER LINES ARE PRIVATE SANITARY SEWER LINES AND STORM SEWER LINES WHICH SERVICE ONLY THE TOWNHOME SITES SITUATED ON THE PROPERTY. EVEN THOUGH THE PROPERTY IS LOCATED WITHIN THE JURISDICTION OF THE CITY OF HOUSTON, THE ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF THE COMMON SANITARY SEWER LINE AND STORM SEWER LINE.

3.8 THE DRIVEWAYS OR ACCESS EASEMENTS ARE PRIVATE STREETS WHICH WILL BE OWNED AND MAINTAINED BY THE ASSOCIATION.

3.9 THE WATER SERVICE LINES ARE INDIVIDUAL SERVICE LINES FOR EACH TOWNHOME AND MUST BE MAINTAINED EXCLUSIVELY BY THE OWNER.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation for Assessments.

Declarant, for each Townhome Site owned by it within the Property, hereby covenants and agrees, and each purchaser of a Townhome Site (by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance), for each Townhome Site owned by any such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (a) annual assessments or charges, to be paid in installments as the Board of Directors of the Association may elect, (b) special assessments for capital expenditures, such assessments to be fixed, established and collected from time to time as hereinafter provided, and (c) default assessments which may be assessed against an individual Owner to reimburse the Association for extra maintenance and repair costs incurred as a result of the willful or negligent acts or omissions of such Owner, or the Owner's family, agents, guests and invitees, such default assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessments, special assessments and default assessments, together with such interest thereon and costs of collection thereof as hereinafter provided (collectively "Assessments"), shall be a charge and continuing lien upon each Townhome Site against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Townhome Site at the time when the Assessment became due. The annual assessments shall be payable as provided in this Article IV.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used: (i) for the purposes of promoting the recreation, health, safety and welfare of the residents of the Property, and in particular for the improvement and maintenance of private streets, driveways, access easements, private sewer lines, private storm sewer lines, wrought iron fences, entry gate, recreation and landscaped areas or other Property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Property including, but not limited to, the payment of taxes on and insurance in connection with the Common Property and the repair, replacement and additions thereto; (ii) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Property; (iii) for carrying out the duties of the Board of Directors of the Association as set forth in Article V hereafter, including, but not limited to, the payment by the Association of all assessments and charges payable in connection with sewer, water and garbage pickup services and the installation and maintenance of lighting (if any) for the Common Property; (iv) for paying the cost of maintenance of any monument sign for the Property; and (v) for carrying out

the purposes of the Association as stated in its Articles of Incorporation. The Board may at any time ratably increase or decrease the amount of the annual assessments in accordance with this Declaration to such level as shall be reasonably necessary in the judgment of the Board to cover obligations of the Association under this Declaration, including maintenance of reasonable cash reserves. The Board is obligated to maintain assessments at a level sufficient to enable payment of all costs which are the Association's obligation.

4.3 Basis and Amount of Assessments.

(a) Until the year beginning January 1, 2000, the maximum annual assessment shall be One Thousand Four Hundred and No/100 Dollars (\$1400) for each Townhome Site not owned by Declarant, and an amount equal to not more than twenty-five percent (25%) of such annual amount for each Townhome Site owned by Declarant at the time of each such annual assessment. The Board of Directors may fix the annual assessment at any amount less than such maximum.

(b) Commencing with the year beginning January 1, 2001, and each year thereafter, the maximum annual assessment for the following year for each Townhome Site, shall automatically increase ten percent (10%) above the maximum annual assessment for the previous year without a vote of the membership or the Board of Directors. The maximum assessment for each Townhome Site owned by Declarant, at the time of annual assessment, shall be an amount equal to twenty-five percent (25%) of the maximum amount assessed against each Townhome Site owned by Members other than Declarant unless a Townhome Site owned by Declarant is improved with a residential structure that is occupied, in which event the maximum assessment for such Townhome Site shall be an amount equal to the maximum amount assessed against each Townhome Site owned by other Members

(c) Provided that the Board has received approval by a Two-Thirds Member Vote By Class, the maximum annual assessment for the following year for each Townhome Site may exceed the maximum amounts set forth in Section 4.3(a) or (b) above.

4.4 Special Assessments for Capital Improvements. In addition to the annual Assessments authorized by Section 4.3 above, the Association may levy in any Assessment year a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto; provided that any such Assessment for capital improvements shall have been approved by a Two-Thirds Member Vote By Class.

4.5 Uniform Rate of Assessment Within Classes of Members. In recognition of the fact that while Declarant is the Owner of Townhome Sites, the benefits either Declarant or **Builder** receives from such Townhome Sites will be proportionately less than other Owners, the regular annual and special Assessments for Townhome Sites owned by Declarant and on which no Dwelling Unit is constructed shall be fixed at twenty-five percent (25%) of the Assessments for all other Townhome Sites and for **Builder**, the amount of any Assessment shall be fifty percent (50%) of the Assessments on all other Townhome Sites. Except as provided in this Section 4.5 and Section 4.3, and until such time as Additional Property is subjected to this Declaration in accordance with Section 2.4, the regular annual and special Assessments shall be fixed at a uniform rate for all Townhome Sites. Since Additional Property subjected to this Declaration, like the Property originally covered by this Declaration, may involve common areas that disproportionately benefit the Townhome Sites within the particular phase of the project in which they are located, the Board may create different classes of Owners for purposes of determining Assessments, based on the Board's determination of the benefits to be received by each such class from certain Common Property. Except as provided above with respect to the Declarant or Building within any such class created by the Board, the Assessments shall be uniform.

4.6 Date of Commencement of Assessments; Due Date. The annual assessments provided for herein shall commence as to all Townhome Sites on July 1, 1998. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessments provided for in Section 4.3 as the remaining number of months in that year bear to twelve. The first annual assessment shall be due and payable July 1, 1998, and thereafter, the due date for annual assessments shall be January 31st of every year, subject to Section 4.1(a) hereof. The due date or dates, if it is to be paid in installments, of any special assessment under Section 4.4 or of any default assessment under Section 4.1, shall be fixed in the respective resolution authorizing such assessment. Notwithstanding anything contained to the contrary in this Section, it is hereby understood that the Board of Directors of the Association shall have the right to establish a payment date and payment period that is different from the monthly payment date provided herein.

4.7 Duties of the Board with Respect to Assessments.

(a) The Board shall fix the date of commencement and the amount of the Assessment against each Townhome Site for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Townhome Sites and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board shall, upon an Owner's written request and payment of any reasonable fee previously set by the Board, furnish to any Owner liable for each Assessment a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid. Each such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

4.8 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of Association.

(a) If any Assessment or any part thereof is not paid on the date(s) when due (being the dates specified by the Board), then the unpaid amount of such Assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof as hereinafter provided, be a continuing lien (the "Lien") on the Townhome Site of the non-paying Owner which shall bind such Townhome Site in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such Assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Any assumption of the obligation to pay an Assessment by a successor in title shall not relieve the prior Owner of his personal obligation to pay such Assessment. The lien for unpaid Assessments shall be unaffected by any sale or assignment of a Townhome Site and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Property or abandonment of his Townhome Site.

(b) In furtherance of the Lien provided in Section 4.8(a), and to secure the full and timely payment of all Assessments and other amounts payable by each Owner hereunder, each Owner, by his acceptance of a deed or other conveyance of the Townhome Site and regardless of whether or not such deed or other conveyance expressly contains such a provision, does hereby grant and convey unto the Board of Directors, in trust as Trustee (the "Trustee"), for the benefit of the Association, the Townhome Site owned by such Owner, subject to all easements and other encumbrances affecting such Townhome Site; provided, that each such grant shall be subordinated to the lien of any mortgage or deed of trust only to the extent provided in Section 4.9; and for these purposes the provisions of this Section 4.8(b) shall be deemed to have created a deed of trust (the "Deed of Trust") covering all of the Townhome Sites with a power of sale granted to the Trustee in accordance with the provisions of Chapter 51 of the Texas Property Code (the "Code") and as it may be amended from time to time.

The Deed of Trust created hereby shall be upon the same terms and conditions, and shall provide to the Association all of the rights, benefits and privileges, of the Deed of Trust promulgated by the State Bar of Texas for use by lawyers designated as Form No. 2402, and all amendments, modifications and substitutions thereof, which form is hereby incorporated by reference for all purposes hereof. The Association, acting through its president, shall have the right in its sole discretion at any time, and from time to time, to appoint in writing a substitute or successor trustee who shall succeed to all rights and responsibilities of the then acting Trustee.

(c) Without limitation of the remedies available to the Association and to the other Owners upon the occurrence of a default by any Owner in the payment of any Assessment or other amount due and payable hereunder, the Association may, at its election and by and through the Trustee, sell or offer for sale the Townhome Site owned by the defaulting Owner to the highest bidder for cash at public auction in accordance with the provisions of the Code. The Association may, at its option, accomplish such foreclosure sale in such manner as permitted or required by the Code or by any other present or subsequent laws relating to the same. After the sale of any Townhome Site in accordance with the provisions of this Section 4.8(c), the Owner of such Townhome Site shall be divested of any and all interests and claims thereto, and the proceeds of any such sale shall be applied in the following order of priority: (i) to the payment of the costs and expenses of taking possession of the Townhome Site, (ii) to the payment of reasonable Trustee's fees, (iii) to the payment of costs of advertisement and sale, (iv) to the payment of all unpaid Assessments and other amounts payable by such Owner to the Association hereunder, and (v) to the defaulting Owner or to any other party entitled thereto. The Association shall have the right to become the purchaser at the sale of any Townhome Site pursuant to the Deed of Trust and shall have the right to be credited on the amount of its bid therefor all of the Assessments due and owing by the defaulting Owner to the Association as of the date of such sale.

(d) If any Assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the maximum legal rate of interest, then prevailing and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained such judgment shall include interest on the Assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

4.9 Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Townhome Site whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

(a) Bona fide first mortgage or deed of trust liens for purchase money and/or home improvement purposes placed upon a Townhome Site, including without limitation Institutional Mortgages, in which event the Association's lien shall automatically become subordinate and inferior to such first lien,

(b) Liens for ad valorem taxes or other public charges as are by applicable law made superior to the Association's lien; and

(c) Such other liens about which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien; provided however, such subordination shall apply only to the Assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Townhome Site pursuant to the terms and conditions of any such first mortgage or deed of trust or tax lien. Such sale shall not relieve such Townhome Site from liability for the amount of any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation to pay Assessments and/or to hinder the Association in performing its functions hereunder.

4.10 Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charge and lien created herein:

(a) All Property dedicated to and accepted by the local public authority and devoted to public use.

(b) All Common Property.

4.11 Omission of Assessments. The omission of the Board, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed by the Board.

ARTICLE V

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

5.1 Powers and Duties.

(a) The Board, for the benefit of the Property and the Owners, shall provide, and shall pay for out of Assessments, to the extent appropriate, the following:

(i) Care, preservation and maintenance of the Common Property, including without limitation, the purchase and upkeep of any desired personal property used in connection with the maintenance of the Common Property; maintenance of private sewer, storm sewer, streets, Access Elements (including gates) fences, maintenance of grounds, including care and replacement of trees, shrubs and grass, lighting systems and any installed sprinkler systems on the Common Property; the maintenance of all entry monuments, and payment of utility usage charges and taxes, assessments and other charges properly assessed against the Common Property; provided however, in the event the need for maintenance or repair is caused through the willful or negligent act of any Owner, the Owner's family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment attributable to such Owner's Townhome Site.

(ii) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(iii) Legal and accounting services.

(iv) If deemed appropriate by the Board, a policy or policies of insurance insuring the Association and the Board against any liability to the public or to the Owners (and/or invitees, guests or tenants), incident to the operation of the Association, in an amount not less than \$250,000 to indemnify against the claim of one person, \$500,000 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies

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shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured.

(v) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(vi) Such fidelity bonds as the Board may determine to be advisable.

(vii) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(b) The Board shall have the following additional rights, powers and duties:

(i) To execute all replats of the Property and to execute all declarations of ownership for tax assessment purposes with regard to the Common Property on behalf of all Owners.

(ii) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(iii) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks), and, generally, to have all the powers necessary or incidental to the operation and management of the Association.

(iv) To protect or defend the Common Property from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(v) To make reasonable rules and regulations for the maintenance and protection of the Common Property, and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to

less than all of the Property, by the Members owning Townhome Sites in the portions affected.

(vi) To make available to each Owner upon written request within sixty days after the end of each year an annual report.

(vii) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(viii) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provision or rules.

5.2 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made from the Assessments and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

5.3 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Common Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of this Declaration, the By-Laws, or such rules and regulations may include reasonable monetary fines, suspension of the right to vote, the right to use the Common Property and the right to hold any office or appointed position in the Association or committee. In addition, the Association shall have the right to exercise self-help to cure violations, and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Unit in the event that such Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association. The Board shall also have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

ARTICLE VI

EASEMENTS

6.1 Easement Reserved for the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Townhome Site and the Property for the carrying out by the Association of its rights, functions, duties and obligations hereunder; provided, that any such entry by the Association upon any

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Townhome Site shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association.

6.2 Easements and Rights Reserved by Each Declarant. Declarant hereby reserves for itself, its successors and assigns, the right to: (i) dedicate streets, walks and alleys throughout the Property, and (ii) reserve or grant easements of ingress and egress and for the installation, construction, maintenance, repair and replacement of utilities and related facilities, which shall include, but not be limited to, sewer (sanitary and storm), gas, electric, telephone, cable television and water lines, upon, over, under, and across the Property, as it in its sole discretion deems proper or appropriate. Further, Declarant hereby reserves temporary construction easements for the construction, repair, removal, maintenance and reconstruction of improvements within the Property, including the right to remove, on a temporary basis, fences, driveways, sprinkler systems, landscaping and other improvements as shall be reasonably necessary to enable Declarant to complete the development and improvement of the Property; provided, that any such improvements removed by Declarant shall be replaced and/or restored, upon completion of the construction activities, to substantially their former condition. All claims for damages, if any, arising out of any such construction or other activities by Declarant are hereby waived by each Owner and the Association.

6.3 Rights Reserved to Governmental Authorities and Utility Companies. Full rights of ingress and egress shall be had by Declarant, any governmental authority having jurisdiction over the Property, and any utility company which provides utilities to the Property, at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Declarant, or any utility company or governmental authority, or any of their agents or servants are hereby waived by each Owner and the Association. Declarant further reserves the right to alter, redesign or discontinue any street, avenue or way shown on the subdivision plat not necessary for ingress or egress to and from an Owner's Townhome Site, subject to the approval of the applicable government authority, if required.

6.4 Universal Easement. Each Townhome Site and its Owner is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Townhome Sites and Common Areas for the purpose of accommodating any encroachment due to engineering error, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of any encroachment, settling or shifting. In the event a structure on any Townhome Site is partially or totally destroyed and then repaired or rebuilt, the Owners of each Townhome Site agree that minor encroachments over adjoining Townhome

Sites shall be permitted and there shall be easements for the maintenance of any encroachments so long as they shall exist. Each of the easements referred to in this Section shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Townhome Site being serviced and shall pass with each conveyance of said Townhome Site. Notwithstanding the foregoing, in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners.

6.5 Sewer or water line easements. Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable televisions lines, or (iii) drainage facilities are installed within the Property, which connections, lines or facilities or any portion thereof lie in or upon a Townhouse Site owned by any other party other than the Owner of the Townhouse Site served by the connections, lines or facilities, such Owner of the Townhouse Site served shall have the right and is hereby granted an easement to the full extent necessary therefore, to enter upon the Townhouse Sites within or upon which said connections, lines or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.

6.6 Underground Electric Service H. L. & P. Service Area Only. An underground electric distribution system will be installed in the Property, designated herein as Underground Residential Subdivision, which underground service area embraces all the Townhome Sites which are platted in the subdivisions at the time of the execution of the agreement between Houston Lighting and Power Company and Declarant. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Townhome Site containing a single Dwelling Unit shall, at the Owner's cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering at the 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 Townhome Site. The electric company furnishing service shall make the necessary connections at such point of attachment and at the meter. Declarant has, either by designation on the plats of the subdivisions or by separate instruments(s), granted necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to each Owner of a Townhome Site reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Townhome Site

containing a single Dwelling Unit shall, at the Owner's 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 each Dwelling Unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Dwelling Unit therein 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 Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential Dwelling Units, all of which are designed to be permanently located where originally constructed (such category of Dwelling Units expressly to exclude mobile homes) and which are built for sale or rent. Should the plans of the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless the Owner of each affected Townhome Site, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front Townhome Site foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Townhome Site or Dwelling Unit over the cost of equivalent overhead facilities to serve such Townhome Site or Dwelling Unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Townhome Site, which arrangement and/or addition is determined by the electric company to be necessary.

ARTICLE VII

PROTECTIVE COVENANTS

7.1 Residential Purpose Only. Each Townhome Site and Dwelling Unit shall be used exclusively for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanitarium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted or maintained on any Townhome Site, or on any part thereof. No improvement or structure whatever, other than a private Dwelling Unit, patio improvement or attached garage may be erected, placed or maintained on any Townhome Site.

7.2 Rubbish, Etc. No Townhome Site shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Townhome Site to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept

upon any Townhome Site that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the Townhome Site, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

7.3 Animals. No animals, reptiles, livestock, poultry or birds of any kind shall be raised, bred or kept on any Townhome Site, except that dogs, cats or other household pets may be kept, not to exceed a total of four such animals, provided that they are not kept, bred or maintained for any commercial purpose. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. Horses, reptiles, ponies, goats, sheep, hogs, pigs, monkeys, chickens, ducks, peacocks, pigeons, and Guinea fowl shall not be deemed as household pets and are expressly prohibited. Notwithstanding the foregoing, however, no individual dogs or other animals deemed by the Board in its sole discretion to be dangerous to persons or other animals shall be raised, bred or kept on any Townhome Site.

7.4 Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of Townhome Sites within the Property.

7.5 Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Townhome Site or mounted, painted or attached to any Dwelling Unit, fence or other improvement upon such Townhome Site so as to be visible from public view except the following:

(a) **For Sale Signs.** An Owner may erect one (1) sign on his Townhome Site, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of such Townhome Site advertising the property for sale. The Board of Directors may, but shall not be obligated to, authorize similar size signs in an area outside of the wrought iron fence.

(b) **Declarant's Signs.** Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the Townhome Sites.

(c) **Builders' Signs.** Any Dwelling Unit **builder** may utilize one professional sign (of not more than five (5) square feet in size) per Townhome Site for advertising and sales promotion of such Dwelling Unit.

(d) **Political Signs.** Political signs may be erected upon a Townhome Site by the Owner of such Townhome Site advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than sixty (60) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election.

7.6 Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current licenses shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, vehicles that become inoperable while on the Property must be removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during the daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling Unit or the Common Areas. Any vehicle parked in violation of this section or parking rules promulgated by the Board may be towed.

7.7 Commercial or Institutional Use. No Townhome Site, and no building erected or maintained on any Townhome Site, shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes.

7.8 Mailboxes. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community. This provision with respect to mailboxes shall not apply when cluster box units are required by the United States Postal Service.

7.9 Detached Buildings. No detached accessory buildings shall be erected, placed or constructed upon any Townhome Site.

7.10 Fences.

(a) No fence, wall or hedge shall be erected, placed or altered on any Townhome Site without the approval of the Architectural Committee. All clotheslines, wood piles, tool sheds, sanitation facilities or other service facilities must be enclosed with fences, walls or landscaping, as may be required by the

Architectural Committee, so as not to be generally visible by the public unless otherwise approved by the Architectural Committee in writing.

(b) The Architectural Committee shall promulgate specific Design Guidelines governing the composition and location of screening walls, fences and hedges to be located upon Townhome Sites. Screening walls shall be incorporated into and be harmonious with the overall landscaping plan developed for the Property.

(c) No chain link, wire, or other open fencing shall be erected on a Townhome Site if it is visible from the street along the front, or side, of any Dwelling Unit unless the Owner has received prior written approval from the Architectural Committee.

(d) The foregoing restrictions shall not be applicable to the construction or erection of any fence, wall or hedge on any Townhome Site or the Common Property by Declarant.

7.11 Antennae, Satellite Dishes and Solar Collectors. Subject to the Telecommunications Act of 1996 and applicable rules of the Federal Communications Commission, no Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Townhome Site unless (a) such apparatus is no more than four (4) feet in height and is not visible from any street and (b) the Owner has received the prior written approval from the Architectural Committee to the size, location and screening of such apparatus.

7.12 Chimneys. All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the Dwelling Unit or as otherwise approved in writing by the Architectural Committee.

7.13 Clotheslines. No clotheslines shall be erected or installed and no clothesline, linens or other material shall be aired or dried so as to be visible from the street.

7.14 Window Treatment. No aluminum foil, reflective film, signs or similar treatment shall be placed on windows or glass doors.

7.15 Temporary Structures. No temporary structure of any kind shall be erected or placed upon any Townhome Site. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residential structure to be built thereon, shall be placed on any Townhome Site, either temporarily or permanently, and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Townhome Site from another location;

except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders and Owners to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be deemed necessary or convenient during the period of and in connection with the sales of Townhome Sites, construction and selling of residential structures and constructing other improvements on the Property. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders of residential structures on Townhome Sites shall also have the temporary right to use a residence situated on a Townhome Site as a temporary office or model home during the period of and in connection with construction and sales or leasing operations on the Property, but in no event shall a builder have such right for a period in excess of one (1) year from the date of substantial completion (as defined by the American Institute of Architects) of his last residential structure on the Property.

7.16 Trash Receptacles and Collection. All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public, unless otherwise approved by the Architectural Committee in writing. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the applicable governmental authority, and/or the Association, in connection with the storage and removal of trash and garbage. All Townhome Sites shall at all times be kept in a healthful, sanitary and attractive condition. No Townhome Site shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, and which shall be maintained in a clean and sanitary condition. No Townhome Site shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Townhome Site may be placed upon such Townhome Site at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Townhome Site, or stored in a suitable enclosure on the Townhome Site. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Townhome Site. All woodpiles, yard equipment and other similar items shall be located or screened so as to be concealed from view of neighboring Dwelling Units, streets, and property located adjacent to the Townhome Site. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Property and shall not be allowed to accumulate thereon.

7.17 Swimming Pools. No above-ground swimming pools shall be permitted.

7.18 Truck Weight Limit. Trucks with tonnage in excess of one ton shall not be permitted to park overnight on the streets, driveways or on any Townhome Site.

7.19 **Utilities.** Dwelling Units shall be connected to the water and sewer lines as soon as practicable after same are available at the Townhome Site line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Townhome Site. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the prior written approval of the Architectural Committee. All telephone, electric, cable or other service lines shall be installed underground and shall meet all requirements of the applicable governmental authority.

7.20 **Paint.** All painted improvements and other painted structures on each Townhome Site shall be repainted by the Owner thereof at the Owner's sole cost and expense as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such Townhome Site or Dwelling Unit. The approval of the Architectural Committee otherwise required for improvements under Article VIII, shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of any paint thereon is altered.

7.21 **Basketball Goals or Backboards.** Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed in the front of any Townhome Site in the subdivision, without the prior written consent of the Architectural Committee.

7.22 **Quiet Enjoyment.** No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

7.23 **Lighting.** Except for traditional holiday decorative lights, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved by the Architectural Committee.

7.24 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Property. No exterior sculpture, fountains, flags and birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved by the Architectural Committee.

7.25 Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Townhome Site, except that an Owner or occupant residing in a Unit may conduct business activities within the Townhome Site so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Townhome Site; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Dwelling Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or conducted by a builder with approval of the Declarant, with respect to its development and sale of the Property or its use of any Dwelling Units which it owns within the Property, including the operation of a timeshare or similar program.

7.26 Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any corner Townhome Site within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Townhome Site.

7.27 Mineral Production. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Townhome Site, nor shall oil wells tanks, tunnels, mineral excavations or shafts be permitted upon any Townhome Site. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Townhome Site.

7.28 Exterior Noise. No horns, whistles or bells (except security devices used exclusively to protect the Townhome Site and improvements situated thereon) shall be placed or used upon any Townhome Site.

7.29 Party Walls. To the extent not inconsistent with the provisions herein, the general rules of law regarding Party Walls and liability for property damage due to negligence, or willful acts, or omissions shall apply thereto. The cost of maintenance of the Party Wall or any Shared Improvement shall be shared equally by the Owners of the applicable Party Wall. If the Party Wall or any Shared Improvement is destroyed or damaged by fire or other casualty, the Owners shall restore same and the cost of the restoration shall be borne equally between the Owners. However, the right of any Owner to call for a larger contribution from any other Owner under any rule of law regarding liability for negligent or willful acts or omissions shall not be prejudiced by this provision. Neither Owner shall alter or change the Party Wall in any manner (interior decoration excepted) and the Party Wall shall always remain in the same location as when erected. Notwithstanding any other provision herein, an Owner who by such Owner's negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The rights of any Owner to contribution from any other Owner under this agreement shall be appurtenant to the land and shall pass as such Owner's successors in title. Each Owner shall have the right to enforce by any proceeding at law or in equity the provisions contained in this Section 7.30. Failure by any Owner to enforce any provision, however, shall in no event be deemed a waiver of the right of any other Owner to do so thereafter.

ARTICLE VIII

ARCHITECTURAL AND CONSTRUCTION RESTRICTIONS

8.1 Type of Residence. Only one detached single family Dwelling Unit, not more than three stories shall be built or permitted on each Townhome Site. All Dwelling Units shall have an attached garage. Carports on Townhome Sites are prohibited. No structure shall be moved from another location onto any Townhome Site. All Townhome Sites and all improvements thereon including, but not limited to Dwelling Units, fences, mail boxes, driveways and sidewalks must be kept in good repair and must be painted when necessary to preserve their attractiveness. Any change in the color of the paint on a Dwelling Unit or elsewhere on a Townhome Site must be approved by the Architectural Committee.

8.2 Location of Dwelling Unit on Townhome Site. The location of each Dwelling Unit on a Townhome Site will be approved by the Architectural Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Townhome Site nearer to a street than the minimum building setback lines shown on the Subdivision Plat and no Dwelling Unit shall be located on

any utility easement. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a Dwelling Unit.

8.3 Wall Materials. Wall materials used on all Townhome Sites shall be restricted to those types and colors approved by the Architectural Committee.

8.4 Driveways. Builder shall provide and install, at its own expense, driveway approaches in conformance with all applicable regulatory requirements. For any break in the concrete curb along streets, Builder agrees to "saw-cut" the concrete curb and street slab when constructing such break in conformance with City rules and regulations. Builder agrees to install driveway approaches within ten (10) business days of making the saw cut. Owner shall maintain at Owner's expense the driveway to the street occasioned by connecting the driveway thereto.

8.5 Roof Material. Unless otherwise approved by the Committee, roofs, of all residences shall be constructed so that the exposed material is asphalt or composition type shingles of No. 240 or heavier weight with a woodbine color.

8.6 Maximum Height. No building or structure erected, altered or placed on, within or in the Properties shall exceed forty-five feet (45') in height (measured from the top of the foundation to the top most part of the roof) nor be more than two and one-half (2 1/2) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

8.7 Garages. A garage must be constructed and maintained to accommodate at least two (2) full-sized automobiles for each Dwelling Unit. No garage shall be permanently enclosed for living space or any other use. Carports are not permitted.

8.8 Landscaping. All side yards on all Townhome Sites must be sodded within three months after occupancy of the house. Side yards on corner Townhome Sites must be sodded the full length of the property line adjacent to the street. After sodding, all yards must be maintained with grass or landscaping in a neat and well mown condition, free of unsightly weeds and overgrowth.

ARTICLE IX

ARCHITECTURAL STANDARDS

9.1 Approval Required; Procedures.

(a) No structure shall be placed, erected or installed upon any Townhome Site, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration

or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to Sections 9.2 and 9.3 below. Such improvements include but are not limited to the construction or installation of sidewalks, driveways, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the NCC or the MC, as applicable, a survey showing the location of trees of six (6) inches in diameter at a height of four (4) feet above ground and other significant vegetation on such Townhome Site) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the appropriate Architectural Committee as to the compliance of such plans and specifications with the Design Guidelines as may be published by the Architectural Committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the appropriate Architectural Committee, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." Notwithstanding the foregoing, no permission or approval shall be required to paint in accordance with an originally-approved color scheme, or to rebuild in accordance with the originally-approved plans and specifications. The Architectural Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association.

(b) Following approval of any plans and specifications by the appropriate Architectural Committee, representatives of the appropriate Architectural Committee shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Townhome Site with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the appropriate Architectural Committee shall determine that such plans and specifications have not been approved or are not being complied with, the appropriate Architectural Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the appropriate Architectural Committee fails to approve or disapprove in writing any proposed plans and specifications within sixty (60) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements

are generally in harmony with this Declaration. Upon approval of plans and specifications, no further approval under this Article shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Disapproval of plans and specifications by the Architectural Committee may be based upon any ground which is consistent with the objectives and purposes of this Declaration as defined in Design Guidelines which shall be promulgated by the Architectural Committees from time to time, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

(c) The Board of Directors or the Architectural Committee may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application. All Dwelling Units constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer. This Article shall not apply to the activities of the Declarant, nor to construction or improvements or modifications to the Common Property by or on behalf of the Association. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction, decisions of the Architectural Committee. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration. Because architectural trends, design trends, neighborhood character and general standards of taste change with the times, the New Construction Committee and the Modifications Committee shall not be bound by prior decisions of the Committees. The granting of approval on prior occasions is no assurance that the same or similar plans will be approved on future requests.

9.2 New Construction Committee. The New Construction Committee (NCC) shall consist of at least three (3), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the Property. Until one hundred (100%) of the Property has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, who shall serve at the discretion of the Declarant. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors may merge the NCC with the MC (defined below) or shall appoint the members of the NCC, who shall serve and may be removed at the discretion of the Board of Directors. The members of the NCC may include architects, engineers and other persons who are not Members of the Association.

The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and develop guidelines governing construction within the Property, which shall include application and review procedures to be followed in submitting an application for approval ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the NCC shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The NCC shall make the Design Guidelines available to Owners who seek to engage in development of, or construction upon, all or any portion of the Property and Owners shall conduct their operations strictly in accordance therewith. In the event that the NCC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within forty-five (45) days after submission thereof, the plans shall be deemed disapproved.

9.3 Modifications Committee. The Board of Directors shall also establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by, and shall serve at the discretion of, the Board of Directors. As long as the Declarant has the power hereunder to appoint the members of the Board of Directors, a minimum of one (1) member of the MC shall be, at the discretion of Declarant, an individual designated by the Declarant. Members of the MC may include architects or similar professionals who are not Members of the Association. The MC shall have exclusive jurisdiction after the initial sale from a builder to an Owner over modifications, additions, or alterations made on any Townhome Site or to any Dwelling Unit and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the Board or other committee of the Association. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. Notwithstanding the above, the NCC shall have the right to veto any action taken by the MC which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

The Modifications Committee shall promulgate detailed standards and procedures governing its areas of responsibility and practice consistent with those of the NCC. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of a Dwelling Unit, or to paint the interior of a Dwelling Unit any color desired; provided, modifications or alterations to the interior of screened porches, patios and similar portions of a Dwelling Unit visible from outside the Dwelling Unit shall be subject to approval hereunder. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

9.4 No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute approval for similar proposals, plans and specifications, drawings, or matters, whenever subsequently or additionally submitted for approval or consent.

9.5 Variance. The Architectural Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. No request for a variance shall be considered if it affects the rights of adjoining Owner, unless affected Owner has granted written consent to the requested variance. Additionally, the Architectural Committee shall not be obligated to grant a similar variance as a result of granting the same or similar variance in the past.

9.6 Design Guidelines. The Architectural Committee is authorized and empowered to consider all aspects of dwelling construction, construction of other improvements and the location, quality and quantity of landscaping on the Townhome Sites, and may disapprove aspects thereof which may, in the reasonable opinion of the Architectural Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Properties. Also, the Architectural Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Architectural Committee. The Architectural Committee may, from time to time, publish and promulgate Design Guidelines which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. The Design Guidelines shall supplement this Declaration and are incorporated herein by reference. The Architectural Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of this Declaration. It is the intent of Declarant that this Declaration and any Design Guidelines issued by the Architectural Committee promote harmonious design throughout the Properties. However, approval of the plans and specifications by the Architectural Committee and compliance with the Design Guidelines does not insure compliance with the building code and other restrictions imposed by applicable governmental authorities.

9.7 Landscaping Approval. To preserve the aesthetic appearance of the Property, no landscaping, grading, excavation, or filling of any nature whatsoever shall

be implemented and installed on a Townhome Site by any Owner unless and until the plans therefor have been submitted to and approved in writing by the appropriate Architectural Committee. The provisions of the Article regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, and so forth shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling.

9.8 NO LIABILITY. NO APPROVAL OF PLANS AND SPECIFICATIONS AND NO PUBLICATION OF DESIGN GUIDELINES SHALL BE CONSTRUED AS REPRESENTING OR IMPLYING THAT SUCH PLANS, SPECIFICATIONS, OR DESIGN GUIDELINES WILL, IF FOLLOWED, RESULT IN PROPERLY DESIGNED IMPROVEMENTS. SUCH APPROVALS AND DESIGN GUIDELINES SHALL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING THAT ANY RESIDENCE OR OTHER IMPROVEMENT BUILT IN ACCORDANCE THEREWITH WILL BE BUILT IN A GOOD AND WORKMANLIKE MANNER. REVIEW AND APPROVAL OF ANY APPLICATION PURSUANT TO THIS ARTICLE IS MADE ON THE BASIS OF AESTHETIC CONSIDERATIONS ONLY AND NEITHER THE NCC NOR THE MC SHALL BEAR ANY RESPONSIBILITY FOR ENSURING THE STRUCTURAL INTEGRITY OR SOUNDNESS OF APPROVED CONSTRUCTION OR MODIFICATIONS, NOR ENSURING COMPLIANCE WITH BUILDING CODES AND OTHER GOVERNMENTAL REQUIREMENTS. NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, ANY COMMITTEE, OR MEMBER OF ANY OF THE FOREGOING, SHALL BE HELD LIABLE FOR ANY INJURY, DAMAGES OR LOSS ARISING OUT OF THE APPROVAL OR DISAPPROVAL OF OR NON-COMPLIANCE WITH ANY PLANS OR SPECIFICATION, THE MANNER OR QUALITY OF APPROVED CONSTRUCTION OR MODIFICATIONS TO ANY DWELLING UNIT.

ARTICLE X

MAINTENANCE OF TOWNHOME SITES AND DWELLING UNITS BY OWNERS

10.1 Duty of Maintenance. The Owner of each Townhome Site shall, at the Owner's sole cost and expense, keep the Owner's Townhome Site and Dwelling Unit in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse and waste;
- (b) Mowing grass on a regular basis;
- (c) Tree and shrub pruning;
- (d) Adequately watering landscaped areas;

- (e) Keeping exterior lighting and maintenance facilities in working order;
- (f) Keeping lawn, garden and landscaped areas alive, free of weeds, and attractive;
- (g) Keeping parking areas, driveways and roads in good repair;
- (h) Complying with all government health and police requirements;
- (i) Repair of exterior damages to improvements; and
- (j) Cleaning of landscaped areas lying between public right-of-way lines and the Owner's Townhome Site unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association.

10.2 **Enforcement.** If, in the opinion of the Association, any Owner has failed in any of the foregoing duties or responsibilities, then the Association may give such Owner written notice of such failure and such Owner must within ten (10) days after receiving such notice, perform the care or make arrangements with the Association for making the repairs and maintenance required. Should any such Owner fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owner of any Townhome Site on which such work is performed shall be liable for the cost of such work (such costs constituting a default assessment as specified in Section 4.1 hereof) and shall promptly reimburse the Association for such cost. If such Owner shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, the said indebtedness shall be a debt of said Owner, and shall constitute a lien against the Townhome Site on which said work was performed. Such lien shall have the same attributes as the lien for Assessments as set forth in this Declaration, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE XI

GENERAL PROVISIONS

11.1 **Power of Attorney.** Each and every Owner and Member hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following; provided, however, to the extent this Declaration requires the assent of a certain number of the Members as a condition to such action, such assent has been obtained:

(a) To exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Property;

(b) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Harris County Clerk's Office and shall remain in full force and effect thereafter until all Townhome Sites owned by Declarant have been sold and conveyed by Declarant to Class A Members.

11.2 Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an original fifty (50) year term expiring on the fiftieth (50th) anniversary of the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of at least fifty-one percent (51%) of all Townhome Sites within the Property and recorded in the Deed Records of Harris County, Texas, which contains and sets forth an agreement to abolish this Declaration; provided, however, no such agreement where approved by less than seventy-five percent (75%) of the Owners of all Townhome Sites within the Property to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

11.3 Amendments. This Declaration is expressly subject to change, modification and/or deletion by means of amendment at any time and from time to time as provided herein. This Declaration may be amended and/or changed in part as follows:

(a) In response to any governmental or quasi-governmental suggestion, guideline, checklist, requisite or requirement, particularly with

respect to those entities or agencies directly or indirectly involved in, or having an impact on, mortgage financing, mortgage insurance and/or reinsurance, Declarant shall have the complete and unrestricted right and privilege to amend, change, revise, modify or delete portions of this Declaration, and each and every Owner and Member specifically and affirmatively authorizes and empowers Declarant, utilizing the attorney-in-fact status set forth above, to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as Declarant (in their sole and absolute discretion) shall deem reasonable and appropriate.

(b) With the assent of a Two-Thirds Members Vote.

Any and all amendments shall be recorded in the Office of the County Clerk of Harris County, Texas.

11.4 Enforcement. Each Owner of each Townhome Site shall be deemed, and held responsible and liable for the acts, conduct and omission of each and every Resident, Member, guest and invitee affiliated with such Townhome Site, and such liability and responsibility of each Owner shall be joint and several with their Resident(s), Member(s), guests and invitees. The lien created hereby on each Townhome Site shall extend to, cover and secure the proper payment and performance by each and every Resident, Member, guest and invitee affiliated with each Owner. Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage proximately caused by the conduct of their children (under the age of 18 years) within the Property to the same extent as if the parent was directly responsible for the action of their child. Enforcement of this Declaration may be initiated by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by this Declaration, but failure by the Association or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association, each Owner and the applicable governmental authority are each specifically authorized (but not obligated) to enforce this Declaration. With respect to any litigation hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, from the non-prevailing party.

11.5 Validity. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any Townhome Site. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation promulgated by the applicable

governmental authority (including, without limitation, any comprehensive zoning ordinance), then such governmental requirement shall control.

11.6 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise. Examples, illustrations, scenarios and hypothetical situations mentioned herein shall not constitute an exclusive, exhaustive or limiting list of what can or cannot be done.

11.7 Registration with the Association. Each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, the following information: (a) the full name and address of each Owner, Member and Resident, (b) the business address, occupation and telephone numbers of each Resident; (c) the description and license plate number of each automobile owned or used by a Resident and brought within the Property; and (d) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member and Resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

11.8 Notices to Resident/Member/Owner. Any notice required to be given to any Resident, Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when (i) deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the Resident, Member or Owner on the records of the Association at the time of such mailing, or when (ii) delivered by hand or by messenger to the last known address of such person within the Property; or when (iii) posted on the Association's bulletin board for at least thirty (30) consecutive calendar days.

11.9 Disputes. Matters of dispute or disagreement between Owners, Residents or Members with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners, Residents and Members.

11.10 Attorneys' Fees. All attorneys' fees incurred by the Association or the Declarant in the enforcement of this Declaration, and all future amendments shall be

518-05-0805

the obligation of the Owner; and Owner agrees to pay all such attorneys' fees incurred by the Association and/or Declarant.

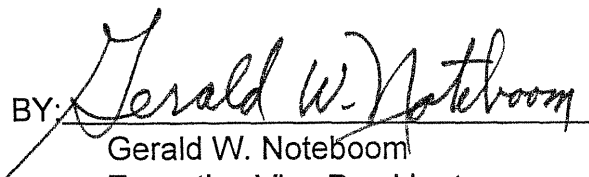
Witness the hand of an authorized representative of Declarant on the acknowledgment date noted below.

DECLARANT:

PERRY HOMES, a Joint Venture

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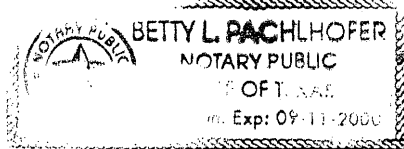
BY: Perry-Houston Interest, Inc., the
Managing Joint Venturer

BY: 
Gerald W. Noteboom
Executive Vice President

518-05-0806

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of April, 1998, by GERALD W. NOTEBOOM, as Executive Vice President and as the duly authorized representative of PERRY-HOUSTON INTERESTS, INC., a Texas corporation and the Managing Joint Venturer, and on behalf, of PERRY HOMES, a Joint Venture.



Seal Showing Name and
Commission Expiration

Betty L. Pachlhofer
Notary Public in and for the
State of Texas

AFTER RECORDING, RETURN TO:

Mr. S. Bradley Todes
Perry Homes
P. O. Box 34306
Houston, Texas 77234

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID 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 on

APR 17 1998



Beverly B. Leffman
COUNTY CLERK
HARRIS COUNTY TEXAS

DR:Baldwin

Beverly B. Leffman
COUNTY CLERK
HARRIS COUNTY TEXAS

98 APR 17 PM 2:31

FILED

T183900

AMENDED AND RESTATED

520-24-2404

DECLARATION OF

08/04/98 100819335 T183900

\$85.00

COVENANTS AND RESTRICTIONS

FOR

BALDWIN SQUARE

[Handwritten signature]

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR BALDWIN SQUARE is made this 31st day of July, 1998, by PERRY HOMES, a Joint Venture ("Declarant").

RECITALS

A. **WHEREAS**, the original Declaration of Covenants and Restrictions for Baldwin Square was recorded on April 17, 1998, under Clerk's File No. S968235 and Film Code No. 518-05-0766, in the Deed Records of Harris County, Texas; and,

B. **WHEREAS**, Declarant desires to file this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR BALDWIN SQUARE (hereinafter referred to as the "Declaration"); and,

C. **WHEREAS**, Declarant is the owner of certain real property situated in the City of Houston, Harris County, Texas, as more particularly described as follows: Baldwin Square, a subdivision in the City of Houston, Harris County, Texas, according to a map or plat thereof recorded on April 3, 1998, under Clerk's File No. S943664 and Film Code No. 400020 of the Map Records of Harris County, Texas, together with additions thereto as may be made subject to the terms of this Declaration by any Supplemental Declaration of Covenants executed and filed, from time to time, by Declarant in the Deed Records of Harris County, Texas (being collectively called the "Property"), and desires to create on the Property a residential community with residential Townhome Sites, open spaces and other common facilities for the benefit of the Owners, as hereinafter defined; and,

D. **WHEREAS**, Declarant hereby desires to place certain restrictions, covenants, conditions, reservations, easements, liens and charges upon and against the Property as hereinafter defined in order to establish a uniform plan for the development of the Property and to protect the desirability and attractiveness of the Property and to provide for and insure the preservation of such uniform plan for the benefit of the present and future owners of Townhomes, as hereinafter defined; and to create a non-profit corporation to which would be delegated and assigned the powers of

maintaining and administering the Common Area, as hereinafter defined, in accordance with the terms of this Declaration; and,

E. **WHEREAS**, Declarant has caused to be incorporated under the Non-Profit Corporation Act of the State of Texas (the "Act") a non-profit corporation known as, Baldwin Square Homeowners Association, Inc. (the "Association").

NOW, THEREFORE, Declarant, for an in consideration of, and expressly for the benefit of, and to bind, its successors-in-interest, does hereby agree and declare that the Property, including any additions thereto as may hereafter be made hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens sometimes referred to collectively as the (the "Covenants") hereinafter set forth which shall run with the land and shall be binding upon all parties having any right, title, or interest in or to the Property, or any part thereof, and their heirs, successors, representatives and assigns. The covenants, conditions, restrictions, easements, charges and liens hereinafter set forth are covenants running with the Property at law as well as in equity.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

"Access Elements" shall mean any access gates or other access elements restricting access to the Subdivision.

"Access Easement" shall mean an easement for the purposes of ingress and egress, including vehicular access, to the Townhome Sites, designated on the Plat as "Shared Driveway".

"Architectural Committee" shall mean the New Construction Committee or the Modifications Committee, whichever is applicable, as described in Article IX of this Declaration.

"Assessments" shall mean and refer to the regular annual assessments, the special assessments and the default assessments levied for the Association as determined by the Board of Directors.

"Association" shall mean and refer to the Baldwin Square Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

"Board of Directors or Board" shall mean the governing body of the Association, the elections and procedures of which shall be as set forth in the Articles of Incorporation and the Bylaws of the Association.

"Common Area" shall mean the Access Elements, Access Easements (Shared Driveways), Landscape and Irrigation Easements, any Reserve designated on the Plat and any property, real or personal, owned, held or maintained by the Association for the benefit of the Members of the Association, including, but not limited to, the wrought iron fence, common sewer lines and common water lines.

"Declarant" shall mean and refer to Perry Homes, a Joint Venture and its successors and assigns, if: (a) such successor or assignee should acquire more than one (1) undeveloped Townhome Site from Perry Homes, a Joint Venture for the purpose of development; and (b) any such successor or assignee shall receive by assignment from Perry Homes, a Joint Venture of all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such successor or assignee.

"Dwelling Unit" shall mean and refer to a townhouse unit situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.

"Election Date" shall mean the earliest of the dates when (i) Declarant shall have sold all of its Townhome Sites; (ii) Five (5) years have lapsed from the date of recordation of the Declaration; or (iii) Declarant by written notice to the Board of Directors notifies the Association of the Declarant's election to cause the Election Date to occur.

"Institutional Mortgage" shall mean a mortgage or deed of trust creating a first lien on a Townhome Site which is held by a third party institutional lender.

"Landscape and Irrigation Easement" shall mean an easement granted to the Association for the purposes of installing, maintaining, removing, re-installing and/or re-planting landscaping and irrigation equipment, in, over, on, under and or across the portion of the Townhome Sites described in a separate document, recorded or to be recorded in the Deed Records of Harris County, Texas, incorporated herein by reference. THE LANDSCAPE AND IRRIGATION EASEMENT CONSTITUTES AN EASEMENT ONLY, AND IN NO WAY GRANTS OR CONVEYS OWNERSHIP OF ANY PART OF THE UNDERLYING FEE SIMPLE ESTATE.

"MC" shall refer to the Modifications Committee as described in Article IX of the Declaration.

"Member" shall mean and refer to each Owner as provided herein in Article II of this Declaration.

"NCC" shall mean and refer to the New Construction Committee as described in Article IX.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Townhome Site but, notwithstanding any applicable theory of mortgages or other security devices, shall not mean or refer to any mortgagee or trustee under a mortgage or deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any conveyance in lieu of foreclosure. Declarant shall be deemed an Owner of each unplatted Townhome Site.

"Party Wall" shall mean and refer to the common wall which is built or exists as a part of the original construction between two Townhomes.

"Plat" shall mean that certain plat of Baldwin Square recorded on April 3, 1998, under Clerk's file No. S943664 and Film Code No. 400020 of the Map Records of Harris County, Texas.

"Property" shall have the meaning given to it in Paragraph C of the Introductory Statement above.

"Resident" shall mean and refer to each person (not otherwise an Owner or Member) authorized by an Owner to reside within such Owner's Dwelling Unit.

"Shared Driveway" shall mean the same as Access Easement.

"Shared Improvement" shall mean and refer to each improvement on a Townhouse Site, other than a Shared Driveway, which is also an improvement shared by the adjacent Townhouse. By way of example, without limitation, the following items are Shared Improvements: entry ways serving more than one Townhouse, exterior lighting, roofs, decking beneath the roofs, foundations, walls on shared property lines which are party walls, exterior facia and brick on common walls of Townhouses.

"Subdivision" shall mean Baldwin Square, a subdivision in the City of Houston, Harris County, Texas, according to a map or plat thereof recorded on April 3, 1998, under Clerk's File No. S943664 and Film Code No. 400020 of the Map Records of Harris County, Texas, together with additions thereto as may be made subject to the terms of this Declaration by any Supplemental Declaration of Covenants executed and filed, from time to time, by Declarant in the Deed Records of Harris County, Texas.

"Townhome Site" or "Townhome Sites" shall mean and refer to the portion of the Property on which a Dwelling Unit is situated.

"Townhome" shall mean the same as a Dwelling Unit.

"Two-Thirds Member Vote By Class" shall mean the approval of two-thirds (2/3) of each class of Members entitled to vote who either (i) are voting in person or by proxy at a meeting duly called for this purpose and at which the necessary quorum exists, or (ii) execute a written consent in lieu of a meeting for such purpose.

"Two-Thirds Member Vote" shall mean the approval of two-thirds (2/3) of all Members (regardless of class) entitled to vote who either (i) are voting in person or by proxy at a meeting duly called for this purpose and at which the necessary quorum exists, or (ii) execute a written consent in lieu of a meeting for such purpose.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; ADDITIONS TO THE PROPERTY; THE BOARD OF DIRECTORS

2.1 Membership. Each and every Owner shall automatically be and must remain a Member of the Association, subject to the terms of this Declaration, the Articles of Incorporation and the Bylaws of the Association and the Association's rules and regulations. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such Owner in and to a Townhome Site. Ownership of a Townhome Site shall be the sole qualification for being a Member; provided, however a Member's privileges in the Common Areas may be regulated or suspended as provided in this Declaration, the Bylaws of the Association and/or the Association's rules and regulations. Any person or entity that holds an interest in and to a Townhome Site merely as security for the performance of an obligation shall not be a Member until such time as the holder or its successor acquires title to the Townhome Site through foreclosure or conveyance in lieu thereof.

2.2 Transfer. Membership of an Owner in the Association may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of said Owner's interest in a Townhome Site and then only to the purchaser or assignee as the new Owner thereof. Such membership shall not be severed by the encumbrance by an Owner of a Townhome Site. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect. Owners shall notify the Association of any transfer of the fee title to a Townhome Site. Such transfer shall automatically operate to transfer the membership to the new Owner thereof. In the event an Owner should fail or refuse to provide written evidence of transfer of the membership in the Association registered in such Owner's name to the transferee of such Owner's interest in a Townhome Site, the Association shall have the right to record the transfer upon the books and records of the Association.

2.3 Classes of Membership. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Townhome Site in which they hold the interest required for membership. When more than one person holds such interest or interests in any Townhome Site, all such persons shall be Members, and the vote for such Townhome Site shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Townhome Site.

CLASS B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Townhome Site owned by the Class B Member(s). However, at such times as the total number of Townhome Sites owned by the Class A Members equals or exceeds three (3) times the total number of Townhome Sites owned by the Class B Member(s), the Class B Member(s) shall, during the time such equality or excess continues, be entitled to only one (1) vote for every Townhome Site owned by it. Unless Additional Property is subjected to the terms of this Declaration in accordance with the provisions of Section 2.4, from and after January 1, 2000, (as subsequently amended, the "Voting Conversion Date"), the Class B Member(s) shall only be entitled to one (1) vote for each Townhome Site owned by it regardless of the number of Townhome Sites owned by the Class B Member(s) at such time. In the event Additional Property is subjected to this Declaration in accordance with Section 2.4, then the Supplemental Declaration, as hereinafter defined, annexing such Additional Property shall designate a new Voting Conversion Date.

2.4 Additions to the Property. Additional tracts of land, together with the improvements situated thereon, may become subject to this Declaration and added to the Property in any of the following manners.

(a) Declarant may, without the consent of any Owner and at its sole option, at any time and from time to time within five (5) years from the date of recordation of this Declaration, add to the Property and to the concept of this Declaration, all or any portion of any other real property (the "Additional Property"), by filing of record, one or more Supplemental Declarations of Covenants, Conditions and Restrictions, which shall extend the coverage and/or concept of the covenants, conditions and restrictions of this Declaration to such property. Any such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Property and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplemental Declaration modify or add to the covenants established by this Declaration for

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the Property existing prior to the filing of any such Supplemental Declaration unless such modifications and additions are approved by a Two-Thirds Member Vote. Declarant may make any such addition even though at the time such addition is made Declarant is not the Owner of any portion of the Property. Each Supplemental Declaration shall designate the number of separate Townhome Sites or tracts comprising the Additional Property which are to constitute Townhome Sites, and each such separate Townhome Site or tract shall constitute a "Townhome Site" within the meaning of this Declaration. All or any part of the Additional Property and improvements located thereon owned by Declarant or any interest held by Declarant in the Property may be conveyed, transferred or assigned to the Association and designated as Common Areas by the Declarant at its sole discretion and without the approval, assent or vote of the Association or of its Members; provided that any property so conveyed shall be free and clear of any and all mechanic's and materialmen's liens and that all taxes and governmental assessments against any such property which are then due and payable shall have been paid prior to the date of such conveyance. Notwithstanding any other provision hereof, nothing contained herein shall be deemed to require Declarant to add any Additional Property to the Property. Moreover, Declarant reserves the right to subject any Additional Property or any part thereof to the plan or one or more separate declarations of covenants, conditions and restriction which subjects the real property to the functions, powers and jurisdiction of an association or other entity with powers and obligations similar to the Association and which may or may not be subject to the provisions of this Declaration.

(b) The annexations of Additional Property authorized by this Declaration shall be accomplished by executing and filing of record in the office of the County Clerk of Harris County, Texas, a Supplemental Declaration or similar instrument, with respect to any Additional Property which shall extend the plan of this Declaration to such real property. Any such Supplemental Declaration contemplated above may contain such additions, deletions and/or modifications of the covenants, conditions, restrictions, easements, liens and charges contained in this Declaration as may be necessary to reflect the different character, if any, of such Additional Property and as are not substantially inconsistent with the plan of this Declaration. In no event, however, shall any such Supplemental Declaration, or any merger or consolidation revoke, modify or add to the covenants, conditions, restrictions, easements, liens or charges established by this Declaration, as same relate to and affect that portion of the Property previously subject to this Declaration. Further, the method of determining Assessments for the Additional Property shall not result in an Assessment substantially less than that affecting the Property unless such Additional Property and the Owners thereof do not enjoy substantially all of the benefits enjoyed by Owners of other Property previously subject to this Declaration. Any annexation, merger or consolidation made pursuant to this Declaration, when made, shall automatically extend the functions, powers and

jurisdiction of the Association to the real property so added. Upon the filing of any Supplemental Declaration, each Owner of a Townhome Site within the portion of the Additional Property added to the Property (other than Declarant) shall become a Class A Member, as herein defined, and shall become liable for assessments as provided for herein. Declarant shall continue to be the Class B Member with the number of votes per Townhome Site (including any new Townhome Sites added pursuant to a Supplemental Declaration) as provided for in this Article II.

(c) Upon approval by a Two-Thirds Member Vote, the owner of any property who desires to add it to the concept of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants, Conditions and Restrictions as described in paragraph (a) of this Article. Any additions made pursuant to paragraphs (a), (b) or (c) of this Section 2.3, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the Property added. Upon acceptance in writing by the Association following approval by a Two-Thirds Class Member Vote, any person may convey, transfer or assign real property, improvements located thereon or an interest therein to the Association and designate the same as Common Area.

(d) Declarant or the Association, upon the written approval or assent of 67% of the outstanding votes of Members, shall have the right and option to cause the Association to merge or consolidate with any similar association or associations. Upon a merger or consolidation of the Association with another association, the Property, rights and obligations of the Association, may, by operation of law or otherwise, be transferred to the surviving or consolidated association or, alternatively, the Property, rights and obligations of another association may, by operation of law or otherwise, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, restrictions, easements, liens and charges established by this Association within the Property, together with the Covenants established upon any other real property as one plan.

2.5 The Board of Directors. The number, term and election of the Board of Directors shall be as determined in the Articles of Incorporation and Bylaws of the Association. The initial Board of Directors shall be appointed by the Declarant and shall serve until the first Board is elected by the Members after the Election Date. The Declarant may fill vacancies on the Board of Directors until the Election date. No Director need be a Member of the Association or a resident of the Property.

ARTICLE III

COMMON AREA

3.1 Declarant does hereby declare, grant and reserve the Common Area for itself, its successors and assigns and for the benefit of the Owners, their successors, representatives and assigns, their invitees, lessees, guests and agents for the purposes of maintaining and providing the Common Area. The Common Area shall be for the benefit of and appurtenant to the Property.

3.2 Each Owner shall have the right to use the Common Area in any manner that does not unreasonably interfere with, or prevent the use, of the Common Area by any other Owner or any other party which may have the right to use same, pursuant to the terms hereof.

3.3 No buildings shall be located over, upon, along or across, or so as to encroach into, the Common Area. In the event of any interference or threatened interference with the Common Area, the rights herein granted may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance with the provisions hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be deemed to be an election of remedies or a waiver or any other rights available at law or in equity.

3.4 **Regulations Governing Common Area.** The Association may prescribe regulations governing the use, operation and maintenance of the Common Area.

3.5 **Access Elements.** Declarant shall retain full and complete control of the operations of any such Access Elements regulating access to the Subdivision until the earlier of the following: (1) the Subdivision is completely built out, with all Townhomes having been conveyed to third parties and developed by completing construction of a residence thereon; or (2) Declarant specifically conveys control of the Access Elements over to the Association in writing. Declarant emphasizes that the Access Elements are provided as amenities, but are not to be construed as a comprehensive security system. Declarant and the Association disclaim any representation that the Access Elements constitute a comprehensive security system. There may be a better, or more complete gate system or another method of restricting access. Any upgrade or variation of the Access Elements may be decided later by the Association, at the Association's expense

3.6 Indemnification. The Association shall at all times, from and after any turnovers of the management of the Association, indemnify and hold Declarant harmless from any and all liability associated with any and all claims or damages of every kind arising out of the operations of the Property or the Association. Additionally, Declarant may not be held liable in any way in its role in enforcing or failing to enforce any of the conditions of these restrictions, in protecting its rights or in carrying out any of its duties or obligations. This indemnification shall include the Association's payment of any and all expenses including the payment of any and all legal expenses, court costs, any and all costs associated with the protection of the Declarant in any legal actions or proceedings or any other action of any kind. Declarant shall be shown as an additional insured on the Association liability insurance policy, which shall be in a form acceptable to Declarant and shall be maintained at the expense of the Association. This liability insurance requirement shall be in effect until at least three (3) years after the entire development is completed and sold/built out, and any notes or agreements between Declarant and the Association have been paid in full.

3.7 Assignment by Declarant. Declarant shall have full right and authority to sell and assign its rights, duties and obligations under these restrictions upon any such action. Declarant shall have no further obligation or liability, implied or otherwise, hereunder.

3.8 THE SANITARY SEWER LINES AND THE STORM SEWER LINES ARE PRIVATE SANITARY SEWER LINES AND STORM SEWER LINES WHICH SERVICE THE TOWNHOME SITES SITUATED ON THE PROPERTY. EVEN THOUGH THE PROPERTY IS LOCATED WITHIN THE JURISDICTION OF THE CITY OF HOUSTON, THE ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF THE COMMON SANITARY SEWER LINE AND STORM SEWER LINE.

3.9 THE SHARED DRIVEWAYS OR ACCESS EASEMENTS WILL BE MAINTAINED BY THE ASSOCIATION.

3.10 THE WATER SERVICE LINES ARE INDIVIDUAL SERVICE LINES FOR EACH TOWNHOME AND MUST BE MAINTAINED EXCLUSIVELY BY THE OWNER.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Townhome Site owned by it within the Property, hereby covenants and agrees, and each purchaser of a Townhome Site (by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance), for each Townhome Site owned by any such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (a) annual assessments or charges, to be paid in installments as the Board of Directors of the Association may elect, (b) special assessments for capital expenditures, such assessments to be fixed, established and collected from time to time as hereinafter provided, and (c) default assessments which may be assessed against an individual Owner to reimburse the Association for extra maintenance and repair costs incurred as a result of the willful or negligent acts or omissions of such Owner, or the Owner's family, agents, guests and invitees, such default assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessments, special assessments and default assessments, together with such interest thereon and costs of collection thereof as hereinafter provided (collectively "Assessments"), shall be a charge and continuing lien upon each Townhome Site against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Townhome Site at the time when the Assessment became due. The annual assessments shall be payable as provided in this Article IV.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used: (i) for the purposes of promoting the recreation, health, safety and welfare of the residents of the Property, and in particular for the improvement and maintenance of Shared Driveways, Access Easements, private sewer lines, private storm sewer lines, wrought iron fences, Landscape and Irrigation Easements or other Property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Area including, but not limited to, the payment of insurance premiums, if any, in connection with the Common Area and the repair, replacement and additions thereto; (ii) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Area; (iii) for carrying out the duties of the Board of Directors of the Association as set forth in Article V hereafter, including, but not limited to, the payment by the Association of all assessments and charges payable in connection with sewer, water and garbage pickup services and the installation and maintenance of lighting (if any) for the Common Area; (iv) for paying the cost of maintenance of any monument sign, for the Property; and (v) for carrying out the purposes of the Association as stated in its Articles of Incorporation. The Board may at

any time ratably increase or decrease the amount of the annual assessments in accordance with this Declaration to such level as shall be reasonably necessary in the judgment of the Board to cover obligations of the Association under this Declaration, including maintenance of reasonable cash reserves. The Board is obligated to maintain assessments at a level sufficient to enable payment of all costs which are the Association's obligation.

4.3 Basis and Amount of Assessments.

(a) Until the year beginning January 1, 2000, the maximum annual assessment shall be One Thousand and No/100 Dollars (\$1000) for each Townhome Site not owned by Declarant, and an amount equal to not more than Fifty percent (50%) of such annual amount for each Townhome Site owned by Declarant at the time of each such annual assessment. The Board of Directors may fix the annual assessment at any amount less than such maximum.

(b) Commencing with the year beginning January 1, 2001, and each year thereafter, the maximum annual assessment for the following year for each Townhome Site, shall automatically increase ten percent (10%) above the maximum annual assessment for the previous year without a vote of the membership or the Board of Directors. The maximum assessment for each Townhome Site owned by Declarant, at the time of annual assessment, shall be an amount equal to Fifty percent (50%) of the maximum amount assessed against each Townhome Site owned by Members other than Declarant.

(c) Provided that the Board has received approval by a Two-Thirds Member Vote By Class, the maximum annual assessment for the following year for each Townhome Site may exceed the maximum amounts set forth in Section 4.3(a) or (b) above.

4.4 Special Assessments for Improvements. In addition to the annual Assessments authorized by Section 4.3 above, the Association may levy in any Assessment year a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any improvement in the Common Area, including the necessary fixtures and personal property related thereto; provided that any such Assessment for the improvements shall have been approved by a Two-Thirds Member Vote By Class.

4.5 Uniform Rate of Assessment Within Classes of Members. In recognition of the fact that while Declarant is the Owner of Townhome Sites, the benefits either Declarant or Builder receives from such Townhome Sites will be proportionately less than other Owners, and therefore, the regular annual and special Assessments for Townhome Sites owned by Declarant or Builder shall be fixed at Fifty percent (50%) of the Assessments for all other Townhome Sites Except as provided in this Section 4.5

and Section 4.3, and until such time as Additional Property is subjected to this Declaration in accordance with Section 2.4, the regular annual and special Assessments shall be fixed at a uniform rate for all Townhome Sites. Since Additional Property subjected to this Declaration, like the Property originally covered by this Declaration, may involve Common Area that disproportionately benefit the Townhome Sites within the particular phase of the project in which they are located, the Board may create different classes of Owners for purposes of determining Assessments, based on the Board's determination of the benefits to be received by each such class from certain Common Area. Except as provided above with respect to the Declarant or Builder or any such class created by the Board, the Assessments shall be uniform.

4.6 Date of Commencement of Assessments; Due Date. The annual assessments provided for herein shall commence as to all Townhome Sites on July 1, 1998. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessments provided for in Section 4.3 as the remaining number of months in that year bear to twelve. The first annual assessment shall be due and payable July 1, 1998, and thereafter, the due date for annual assessments shall be January 31st of every year, subject to Section 4.1(a) hereof. The due date or dates, if it is to be paid in installments, of any special assessment under Section 4.4 or of any default assessment under Section 4.1, shall be fixed in the respective resolution authorizing such assessment. Notwithstanding anything contained to the contrary in this Section, it is hereby understood that the Board of Directors of the Association shall have the right to establish a payment date and payment period that is different from the monthly payment date provided herein.

4.7 Duties of the Board with Respect to Assessments.

(a) The Board shall fix the date of commencement and the amount of the Assessment against each Townhome Site for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Townhome Sites and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board shall, upon an Owner's written request and payment of any reasonable fee previously set by the Board, furnish to any Owner liable for each Assessment a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid. Each such certificate shall be conclusive evidence of payment of any Assessment therein stated to have

been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

4.8 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of Association.

(a) If any Assessment or any part thereof is not paid on the date(s) when due (being the dates specified by the Board), then the unpaid amount of such Assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof as hereinafter provided, be a continuing lien (the "Lien") on the Townhome Site of the non-paying Owner which shall bind such Townhome Site in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such Assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Any assumption of the obligation to pay an Assessment by a successor in title shall not relieve the prior Owner of his personal obligation to pay such Assessment. The lien for unpaid Assessments shall be unaffected by any sale or assignment of a Townhome Site and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Area or abandonment of his Townhome Site.

(b) In furtherance of the Lien provided in Section 4.8(a), and to secure the full and timely payment of all Assessments and other amounts payable by each Owner hereunder, each Owner, by his acceptance of a deed or other conveyance of the Townhome Site and regardless of whether or not such deed or other conveyance expressly contains such a provision, does hereby grant and convey unto the Board of Directors, in trust as Trustee (the "Trustee"), for the benefit of the Association, the Townhome Site owned by such Owner, subject to all easements and other encumbrances affecting such Townhome Site; provided, that each such grant shall be subordinated to the lien of any mortgage or deed of trust only to the extent provided in Section 4.9; and for these purposes the provisions of this Section 4.8(b) shall be deemed to have created a deed of trust (the "Deed of Trust") covering all of the Townhome Sites with a power of sale granted to the Trustee in accordance with the provisions of Chapter 51 of the Texas Property Code (the "Code") and as it may be amended from time to time. The Deed of Trust created hereby shall be upon the same terms and conditions, and shall provide to the Association all of the rights, benefits and privileges, of the Deed of Trust promulgated by the State Bar of Texas for use by lawyers designated as Form No. 2402, and all amendments, modifications and substitutions thereof, which form is hereby incorporated by reference for all purposes hereof. The Association, acting through its president, shall have the right in its sole discretion at any time, and from time to time, to appoint in writing

a substitute or successor trustee who shall succeed to all rights and responsibilities of the then acting Trustee.

(c) Without limitation of the remedies available to the Association and to the other Owners upon the occurrence of a default by any Owner in the payment of any Assessment or other amount due and payable hereunder, the Association may, at its election and by and through the Trustee, sell or offer for sale the Townhome Site owned by the defaulting Owner to the highest bidder for cash at public auction in accordance with the provisions of the Code. The Association may, at its option, accomplish such foreclosure sale in such manner as permitted or required by the Code or by any other present or subsequent laws relating to the same. After the sale of any Townhome Site in accordance with the provisions of this Section 4.8(c), the Owner of such Townhome Site shall be divested of any and all interests and claims thereto, and the proceeds of any such sale shall be applied in the following order of priority: (i) to the payment of the costs and expenses of taking possession of the Townhome Site, (ii) to the payment of reasonable Trustee's fees, (iii) to the payment of costs of advertisement and sale, (iv) to the payment of all unpaid Assessments and other amounts payable by such Owner to the Association hereunder, and (v) to the defaulting Owner or to any other party entitled thereto. The Association shall have the right to become the purchaser at the sale of any Townhome Site pursuant to the Deed of Trust and shall have the right to be credited on the amount of its bid therefor all of the Assessments due and owing by the defaulting Owner to the Association as of the date of such sale.

(d) If any Assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the maximum legal rate of interest, then prevailing and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained such judgment shall include interest on the Assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

4.9 Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Townhome Site whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

(a) Bona fide first mortgage or deed of trust liens for purchase money and/or home improvement purposes placed upon a Townhome Site, including without limitation Institutional Mortgages, in which event the Association's lien shall automatically become subordinate and inferior to such first lien,

(b) Liens for ad valorem taxes or other public charges as are by applicable law made superior to the Association's lien; and

(c) Such other liens about which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien; provided however, such subordination shall apply only to the Assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Townhome Site pursuant to the terms and conditions of any such first mortgage or deed of trust or tax lien. Such sale shall not relieve such Townhome Site from liability for the amount of any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation to pay Assessments and/or to hinder the Association in performing its functions hereunder.

4.10 Omission of Assessments. The omission of the Board, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed by the Board.

ARTICLE V

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

5.1 Powers and Duties.

(a) The Board, for the benefit of the Property and the Owners, shall provide, and shall pay for out of Assessments, to the extent appropriate, the following:

(i) Care, preservation and maintenance of the Common Area, including without limitation, the maintenance of private sewer, storm sewer, streets, Access Elements, wrought iron fences, Landscape Easements, including care and replacement of trees, shrubs and grass, lighting systems and any installed

sprinkler systems on the Common Area; the maintenance of all entry monuments, and payment of utility usage charges and other charges associated with the Common Area; provided however, in the event the need for maintenance or repair is caused through the willful or negligent act of any Owner, the Owner's family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment attributable to such Owner's Townhome Site.

(ii) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(iii) Legal and accounting services.

(iv) If deemed appropriate by the Board, a policy or policies of insurance insuring the Association and the Board against any liability to the public or to the Owners (and/or invitees, guests or tenants), incident to the operation of the Association, in an amount not less than \$250,000 to indemnify against the claim of one person, \$500,000 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured.

(v) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(vi) Such fidelity bonds as the Board may determine to be advisable.

(vii) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(b) The Board shall have the following additional rights, powers and duties:

- (i) To execute all replats of the Property.
- (ii) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.
- (iii) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks), and, generally, to have all the powers necessary or incidental to the operation and management of the Association.
- (iv) To protect the Common Areas from loss or damage, and to determine adequate replacement reserves.
- (v) To make reasonable rules and regulations for the maintenance and protection of the Common Area, and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Property, by the Members owning Townhome Sites in the portions affected.
- (vi) To make available to each Owner upon written request within sixty days after the end of each year an annual report.
- (vii) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.
- (viii) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provision or rules.

5.2 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made from the Assessments and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

5.3 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of this Declaration, the By-Laws, or such rules and regulations may include reasonable monetary fines, suspension of the right to vote, the right to use the Common Areas and the right to hold any office or appointed position in the Association or committee. In addition, the Association shall have the right to exercise self-help to cure violations, and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Unit in the event that such Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association. The Board shall also have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

ARTICLE VI

EASEMENTS

6.1 Easement Reserved for the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Townhome Site, the Access Easements, Landscape and Irrigation Easements or any other easements for the carrying out by the Association of its rights, functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Townhome Site or easement shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association.

6.2 Members' Easements. Every Member and every Resident shall have a right and easement of use and enjoyment in and to the Shared Driveways and any Reserve shown on the Plat, and such easements shall be appurtenant to and shall pass with the title to every Townhome Site.

6.3 Easements and Rights Reserved by Declarant. Declarant hereby reserves for itself, its successors and assigns, the right to: (i) dedicate Shared Driveways and walks throughout the Property, and (ii) reserve or grant easements of ingress and egress and for the installation, construction, maintenance, repair and replacement of utilities and related facilities, which shall include, but not be limited to, sewer (sanitary and storm), gas, electric, telephone, cable television and water lines, upon, over, under, and across the Property, as it in its sole discretion deems proper or appropriate. Further, Declarant hereby reserves temporary construction easements for the construction, repair, removal, maintenance and reconstruction of improvements within the Property, including the right to remove, on a temporary basis, fences, Shared Driveways, Irrigation equipment, landscaping and other improvements as shall be reasonably necessary to enable Declarant to complete the development and

improvement of the Property; provided, that any such improvements removed by Declarant shall be replaced and/or restored, upon completion of the construction activities, to substantially their former condition. All claims for damages, if any, arising out of any such construction or other activities by Declarant are hereby waived by each Owner and the Association.

6.4 Rights Reserved to Governmental Authorities and Utility Companies. Full rights of ingress and egress shall be had by Declarant, any governmental authority having jurisdiction over the Property, and any utility company which provides utilities to the Property, at all times over any Shared Driveway and other dedicated easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Declarant, or any utility company or governmental authority, or any of their agents or servants are hereby waived by each Owner and the Association. Declarant further reserves the right to alter, redesign or discontinue any Shared Driveway shown on the Plat not necessary for ingress or egress to and from an Owner's Townhome Site, subject to the approval of the applicable government authority, if required.

6.5 Universal Easement. Each Townhome Site and its Owner is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Townhome Sites and Common Area for the purpose of accommodating any encroachment due to engineering error, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of any encroachment, settling or shifting. In the event a structure on any Townhome Site is partially or totally destroyed and then repaired or rebuilt, the Owners of each Townhome Site agree that minor encroachments over adjoining Townhome Sites shall be permitted and there shall be easements for the maintenance of any encroachments so long as they shall exist. Each of the easements referred to in this Section shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Townhome Site being serviced and shall pass with each conveyance of said Townhome Site. Notwithstanding the foregoing, in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners.

6.6 Sewer or water line easements. Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable televisions lines, or (iii) drainage facilities are installed within the Property, which connections, lines or facilities or any portion thereof lie in or upon a Townhouse Site owned by any other party other than the Owner of the Townhouse Site served by the connections, lines or facilities, such Owner of the Townhouse Site served shall have the right and is hereby granted an easement to the full extent necessary therefore, to enter upon the

Townhouse Sites within or upon which said connections, lines or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.

6.7 Underground Electric Service H. L. & P. Service Area Only. An underground electric distribution system will be installed in the Property, designated herein as Underground Residential Subdivision, which underground service area embraces all the Townhome Sites which are platted in the subdivisions at the time of the execution of the agreement between Houston Lighting and Power Company and Declarant. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Townhome Site containing a single Dwelling Unit shall, at the Owner's cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering at the 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 Townhome Site. The electric company furnishing service shall make the necessary connections at such point of attachment and at the meter. Declarant has, either by designation on the plats of the subdivisions or by separate instruments(s), granted necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to each Owner of a Townhome Site reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Townhome Site containing a single Dwelling Unit shall, at the Owner's 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 each Dwelling Unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Dwelling Unit therein 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 Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential Dwelling Units, all of which are designed to be permanently located where originally constructed (such category of Dwelling Units expressly to

exclude mobile homes) and which are built for sale or rent. Should the plans of the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless the Owner of each affected Townhome Site, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front Townhome Site foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Townhome Site or Dwelling Unit over the cost of equivalent overhead facilities to serve such Townhome Site or Dwelling Unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Townhome Site, which arrangement and/or addition is determined by the electric company to be necessary.

ARTICLE VII

PROTECTIVE COVENANTS

7.1 Residential Purpose Only. Each Townhome Site and Dwelling Unit shall be used exclusively for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, lodging house, rooming house, hospital, sanitarium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted or maintained on any Townhome Site, or on any part thereof. No improvement or structure whatever, other than a private Dwelling Unit or attached garage may be erected, placed or maintained on any Townhome Site.

7.2 Rubbish, Etc. No Townhome Site shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Townhome Site to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Townhome Site that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the Townhome Site, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

7.3 Animals. No animals, reptiles, livestock, poultry or birds of any kind shall be raised, bred or kept on any Townhome Site, except that dogs, cats or other household pets may be kept, not to exceed a total of four such animals, provided that they are not kept, bred or maintained for any commercial purpose. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. Horses, reptiles, ponies, goats, sheep, hogs, pigs, monkeys, chickens, ducks, peacocks, pigeons, and Guinea fowl shall not be deemed as household pets and are expressly prohibited. Notwithstanding the foregoing, however, no individual dogs or other animals

deemed by the Board in its sole discretion to be dangerous to persons or other animals shall be raised, bred or kept on any Townhome Site.

7.4 Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of Townhome Sites within the Property.

7.5 Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Townhome Site or mounted, painted or attached to any Dwelling Unit, fence or other improvement upon such Townhome Site so as to be visible from public view except the following:

(a) **For Sale Signs.** An Owner may erect one (1) sign on his Townhome Site, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of such Townhome Site advertising the property for sale. The Board of Directors may, but shall not be obligated to, authorize similar size signs in an area outside of the wrought iron fence.

(b) **Declarant's Signs.** Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the Townhome Sites.

(c) **Builders' Signs.** Any Dwelling Unit **builder** may utilize one professional sign (of not more than five (5) square feet in size) per Townhome Site for advertising and sales promotion of such Dwelling Unit.

(d) **Political Signs.** Political signs may be erected upon a Townhome Site by the Owner of such Townhome Site advocating the election of one or more political candidates or the sponsorship or a political party, issue or proposal, provided that such signs shall not be erected more than sixty (60) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election.

7.6 Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current licenses shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, vehicles that become inoperable while on the Property must be removed

within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during the daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling Unit or the Common Area. Any vehicle parked in violation of this section or parking rules promulgated by the Board may be towed.

7.7 Commercial or Institutional Use. No Townhome Site, and no building erected or maintained on any Townhome Site, shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes.

7.8 Mailboxes. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community. This provision with respect to mailboxes shall not apply when cluster box units are required by the United States Postal Service.

7.9 Detached Buildings. No detached accessory buildings shall be erected, placed or constructed upon any Townhome Site.

7.10 Fences.

(a) No fence, wall or hedge shall be erected, placed or altered on any Townhome Site without the approval of the Architectural Committee.

(b) The Architectural Committee shall promulgate specific Design Guidelines governing the composition and location of fences and hedges to be located upon Townhome Sites.

(c) No chain link or wire fencing shall be erected on a Townhome Site.

(d) The foregoing restrictions shall not be applicable to the construction or erection of any fence, wall or hedge on any Townhome Site or the Common Areas by Declarant.

7.11 Antennas, Satellite Dishes and Solar Collectors. Subject to the Telecommunications Act of 1996 and applicable rules of the Federal Communications Commission, no Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Townhome Site unless (a) such apparatus is no more than 18" in diameter and (b) the Owner has received the prior written approval from the Architectural Committee to the size, location and screening of such apparatus.

7.12 **Chimneys.** All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the Dwelling Unit or as otherwise approved in writing by the Architectural Committee.

7.13 **Clotheslines.** No clotheslines shall be erected or installed and no clothesline, linens or other material shall be aired or dried so as to be visible from the street.

7.14 **Window Treatment.** No aluminum foil, reflective film, signs or similar treatment shall be placed on windows or glass doors.

7.15 **Temporary Structures.** No temporary structure of any kind shall be erected or placed upon any Townhome Site. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residential structure to be built thereon, shall be placed on any Townhome Site, either temporarily or permanently, and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Townhome Site from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders and Owners to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be deemed necessary or convenient during the period of and in connection with the sales of Townhome Sites, construction and selling of residential structures and constructing other improvements on the Property. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders of residential structures on Townhome Sites shall also have the temporary right to use a residence situated on a Townhome Site as a temporary office or model home during the period of and in connection with construction and sales or leasing operations on the Property, but in no event shall a builder have such right for a period in excess of one (1) year from the date of substantial completion (as defined by the American Institute of Architects) of his last residential structure on the Property.

7.16 **Trash Receptacles and Collection.** All trash receptacles shall be stored so as not to be generally visible by the public, unless otherwise approved by the Architectural Committee in writing. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the applicable governmental authority, and/or the Association, in connection with the storage and removal of trash receptacles and garbage. All Townhome Sites shall at all times be kept in a healthful, sanitary and attractive condition. No Townhome Site shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, and which shall be maintained in a clean and sanitary condition. No Townhome Site shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Townhome Site may be placed

upon such Townhome Site at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Townhome Site, or stored in a suitable enclosure on the Townhome Site. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Townhome Site. All woodpiles, yard equipment and other similar items shall be concealed from view of neighboring Dwelling Units, Shared Driveways, and property located adjacent to the Townhome Site. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Property and shall not be allowed to accumulate thereon.

7.17 Swimming Pools. No above-ground swimming pools shall be permitted.

7.18 Truck Weight Limit. Trucks with tonnage in excess of one ton shall not be permitted to park overnight on Shared Driveways or on any Townhome Site.

7.19 Utilities. All telephone, electric, cable or other service lines shall be installed underground and shall meet all requirements of the applicable governmental authority.

7.20 Paint. All painted improvements and other painted structures on each Townhome Site shall be repainted by the Owner thereof at the Owner's sole cost and expense as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such Townhome Site or Dwelling Unit. The approval of the Architectural Committee otherwise required for improvements under Article VIII, shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of any paint thereon is altered.

7.21 Basketball Goals or Backboards. No basketball goals, backboards, or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Townhome Site.

7.22 Quiet Enjoyment. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of

any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

7.23 Lighting. Except for traditional holiday decorative lights, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved by the Architectural Committee.

7.24 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Property. No exterior sculpture, fountains, flags and birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved by the Architectural Committee.

7.25 Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Townhome Site, except that an Owner or occupant residing in a Unit may conduct business activities within the Townhome Site so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Townhome Site; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Dwelling Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or conducted by a builder with approval of the Declarant, with respect to its development and sale of the Property or its use of any Dwelling Units which it owns within the Property, including the operation of a timeshare or similar program.

7.26 Traffic Sight Areas. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be

permitted to remain on any corner Townhome Site within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Townhome Site.

7.27 Mineral Production. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Townhome Site, nor shall oil wells tanks, tunnels, mineral excavations or shafts be permitted upon any Townhome Site. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Townhome Site.

7.28 Exterior Noise. No horns, whistles or bells (except security devices used exclusively to protect the Townhome Site and improvements situated thereon) shall be placed or used upon any Townhome Site.

7.29 Party Walls. The cost of maintenance of the Party Wall or any Shared Improvement shall be shared equally by the Owners of the applicable Party Wall, or the Owners who benefit from the Shared Improvement. In the event that a Townhouse is destroyed or removed for any reason and not reconstructed, the cost of the restoration shall be borne by the Owner of the Townhouse which was destroyed or removed. No Owner shall alter or change the Party Wall in any manner (interior decoration excepted) and the Party Wall shall always remain in the same location as when erected. Notwithstanding any other provision herein, an Owner who by such Owner's negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The rights of any Owner to contribution from any other Owner under this agreement shall be appurtenant to the land and shall pass to such Owner's successors in title. Each Owner shall have the right to enforce by any proceeding at law or in equity the provisions contained in this paragraph. Failure by any Owner to enforce any provision, however, shall in no event be deemed a waiver of the right of any other Owner to do so thereafter.

ARTICLE VIII

ARCHITECTURAL AND CONSTRUCTION RESTRICTIONS

8.1 Type of Residence. Only one detached single family Dwelling Unit, not more than three stories shall be built or permitted on each Townhome Site. All Dwelling Units shall have an attached garage. Carports on Townhome Sites are prohibited. No structure shall be moved from another location onto any Townhome Site. All Townhome Sites and all improvements thereon including, but not limited to Dwelling Units, fences, mail boxes, Shared Driveways and sidewalks must be kept in good repair and must be painted when necessary to preserve their attractiveness. Any change in the color of the paint on a Dwelling Unit or elsewhere on a Townhome Site must be approved by the Architectural Committee.

8.2 Location of Dwelling Unit on Townhome Site. The location of each Dwelling Unit on a Townhome Site will be approved by the Architectural Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Townhome Site nearer to a street than the minimum building setback lines shown on the Subdivision Plat and no Dwelling Unit shall be located on any utility easement. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a Dwelling Unit.

8.3 Wall Materials. Wall materials used on all Townhome Sites shall be restricted to those types and colors approved by the Architectural Committee.

8.4 Shared Driveways. The Association will maintain Shared Driveways.

8.5 Roof Material. Unless otherwise approved by the Committee, All Townhomes will be roofed with composition shingles. Any roof replacement shall require MC approval.

8.6 Maximum Height. No building or structure erected, altered or placed on, within or in the Properties shall exceed Three (3) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

8.7 Garages. A garage must be constructed and maintained to accommodate at least two (2) full-sized automobiles for each Dwelling Unit. No garage shall be permanently enclosed for living space or any other use. Carports are not permitted.

8.8 Landscaping. The Association shall maintain the sod on the Landscaping and Irrigation Easement in a neat and well mown condition, free of unsightly weeds and overgrowth. The Association shall not be obligated to maintain the flowers, shrubs and organic materials such as bark mulch and top soil located on each townhome site unless a majority of the Members of the Association vote for the Association to assume these additional maintenance responsibilities.

ARTICLE IX

ARCHITECTURAL STANDARDS

9.1 Approval Required; Procedures.

(a) No structure shall be placed, erected or installed upon any Townhome Site, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants,

trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to Sections 9.2 and 9.3 below nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the appropriate Architectural Committee as to the compliance of such plans and specifications with the Design Guidelines as may be published by the Architectural Committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the appropriate Architectural Committee, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." Notwithstanding the foregoing, no permission or approval shall be required to paint in accordance with an originally-approved color scheme, or to rebuild in accordance with the originally-approved plans and specifications. The Architectural Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association.

(b) Following approval of any plans and specifications by the appropriate Architectural Committee, representatives of the appropriate Architectural Committee shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Townhome Site with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the appropriate Architectural Committee shall determine that such plans and specifications have not been approved or are not being complied with, the appropriate Architectural Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the appropriate Architectural Committee fails to approve or disapprove in writing any proposed plans and specifications within forty-five (45) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with this Declaration. Upon approval of plans and specifications, no further approval under this Article shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Disapproval of plans and specifications by the Architectural Committee may be based upon any ground which is consistent with the objectives and purposes of this Declaration as

defined in Design Guidelines which shall be promulgated by the Architectural Committees from time to time, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

(c) The Board of Directors or the Architectural Committee may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application. All Dwelling Units constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer. This Article shall not apply to the activities of the Declarant, nor to construction or improvements or modifications to the Common Areas by or on behalf of the Association. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction, decisions of the Architectural Committee. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration. Because architectural trends, design trends, neighborhood character and general standards of taste change with the times, the New Construction Committee and the Modifications Committee shall not be bound by prior decisions of the Committees. The granting of approval on prior occasions is no assurance that the same or similar plans will be approved on future requests.

9.2 New Construction Committee. The New Construction Committee (NCC) shall consist of at least three (3), but not more than five (5), persons and shall have exclusive jurisdiction over all original construction on any portion of the Property. Until one hundred (100%) of the Property has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, who shall serve at the discretion of the Declarant. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors may merge the NCC with the MC (defined below) or shall appoint the members of the NCC, who shall serve and may be removed at the discretion of the Board of Directors. The members of the NCC may include architects, engineers and other persons who are not Members of the Association.

The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and develop guidelines governing construction within the Property, which shall include application and review procedures to be followed in submitting an application for approval ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the NCC shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The NCC shall make the Design Guidelines available to Owners who seek to engage in development of, or construction upon, all or any portion of the Property and Owners shall conduct their operations strictly in accordance therewith. In the event that the NCC fails to approve

or disapprove plans submitted to it, or to request additional information reasonably required, within forty-five (45) days after submission thereof, the plans shall be deemed disapproved.

9.3 Modifications Committee. The Board of Directors shall also establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by, and shall serve at the discretion of, the Board of Directors. As long as the Declarant has the power hereunder to appoint the members of the Board of Directors, a minimum of one (1) member of the MC shall be, at the discretion of Declarant, an individual designated by the Declarant. Members of the MC may include architects or similar professionals who are not Members of the Association. The MC shall have exclusive jurisdiction after the initial sale from a builder to an Owner over modifications, additions, or alterations made on any Townhome Site or to any Dwelling Unit and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the Board or other committee of the Association. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. Notwithstanding the above, the NCC shall have the right to veto any action taken by the MC which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

The Modifications Committee shall promulgate detailed standards and procedures governing its areas of responsibility and practice consistent with those of the NCC. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of a Dwelling Unit, or to paint the interior of a Dwelling Unit any color desired; provided, modifications or alterations to the interior of screened porches, patios and similar portions of a Dwelling Unit visible from outside the Dwelling Unit shall be subject to approval hereunder. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

9.4 No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute approval for similar proposals, plans and specifications, drawings, or matters, whenever subsequently or additionally submitted for approval or consent.

9.5 Variance. The Architectural Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental

considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. No request for a variance shall be considered if it affects the rights of adjoining Owner, unless affected Owner has granted written consent to the requested variance. Additionally, the Architectural Committee shall not be obligated to grant a similar variance as a result of granting the same or similar variance in the past.

9.6 Design Guidelines. The Architectural Committee is authorized and empowered to consider all aspects of dwelling construction, construction of other improvements and the location, quality and quantity of landscaping on the Townhome Sites, and may disapprove aspects thereof which may, in the reasonable opinion of the Architectural Committee, adversely affect the living enjoyment of one or more Owners or the general value of the Properties. Also, the Architectural Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Architectural Committee. The Architectural Committee may, from time to time, publish and promulgate Design Guidelines which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. The Design Guidelines shall supplement this Declaration and are incorporated herein by reference. The Architectural Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of this Declaration. It is the intent of Declarant that this Declaration and any Design Guidelines issued by the Architectural Committee promote harmonious design throughout the Properties. However, approval of the plans and specifications by the Architectural Committee and compliance with the Design Guidelines does not insure compliance with the building code and other restrictions imposed by applicable governmental authorities.

9.7 Landscaping Approval. To preserve the aesthetic appearance of the Property, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed on a Townhome Site by any Owner unless and until the plans therefor have been submitted to and approved in writing by the appropriate Architectural Committee. The provisions of the Article regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, and so forth shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling.

9.8 NO LIABILITY. NO APPROVAL OF PLANS AND SPECIFICATIONS AND NO PUBLICATION OF DESIGN GUIDELINES SHALL BE CONSTRUED AS REPRESENTING OR IMPLYING THAT SUCH PLANS, SPECIFICATIONS, OR DESIGN GUIDELINES WILL, IF FOLLOWED, RESULT IN PROPERLY DESIGNED

IMPROVEMENTS. SUCH APPROVALS AND DESIGN GUIDELINES SHALL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING THAT ANY RESIDENCE OR OTHER IMPROVEMENT BUILT IN ACCORDANCE THEREWITH WILL BE BUILT IN A GOOD AND WORKMANLIKE MANNER. REVIEW AND APPROVAL OF ANY APPLICATION PURSUANT TO THIS ARTICLE IS MADE ON THE BASIS OF AESTHETIC CONSIDERATIONS ONLY AND NEITHER THE NCC NOR THE MC SHALL BEAR ANY RESPONSIBILITY FOR ENSURING THE STRUCTURAL INTEGRITY OR SOUNDNESS OF APPROVED CONSTRUCTION OR MODIFICATIONS, NOR ENSURING COMPLIANCE WITH BUILDING CODES AND OTHER GOVERNMENTAL REQUIREMENTS. NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, ANY COMMITTEE, OR MEMBER OF ANY OF THE FOREGOING, SHALL BE HELD LIABLE FOR ANY INJURY, DAMAGES OR LOSS ARISING OUT OF THE APPROVAL OR DISAPPROVAL OF OR NON-COMPLIANCE WITH ANY PLANS OR SPECIFICATION, THE MANNER OR QUALITY OF APPROVED CONSTRUCTION OR MODIFICATIONS TO ANY DWELLING UNIT.

ARTICLE X

MAINTENANCE OF TOWNHOME SITES AND DWELLING UNITS BY OWNERS

10.1 Duty of Maintenance. The Owner of each Townhome Site shall, at the Owner's sole cost and expense, keep the Owner's Townhome Site and Dwelling Unit in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse and waste;
- (b) Keeping exterior lighting and maintenance facilities in working order;
- (c) Complying with all government health and police requirements;
- (d) Repair of exterior damages to improvements; and
- (e) Maintain all flowers, shrubs and organic materials (other than sod), subject to a vote of the Members pursuant to paragraph 8.8.

10.2 Enforcement. If, in the opinion of the Association, any Owner has failed in any of the foregoing duties or responsibilities, then the Association may give such Owner written notice of such failure and such Owner must within ten (10) days after receiving such notice, perform the care or make arrangements with the Association for making the repairs and maintenance required. Should any such Owner fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform

such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owner of any Townhome Site on which such work is performed shall be liable for the cost of such work (such costs constituting a default assessment as specified in Section 4.1 hereof) and shall promptly reimburse the Association for such cost. If such Owner shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, the said indebtedness shall be a debt of said Owner, and shall constitute a lien against the Townhome Site on which said work was performed. Such lien shall have the same attributes as the lien for Assessments as set forth in this Declaration, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE XI

GENERAL PROVISIONS

11.1 Power of Attorney. Each and every Owner and Member hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following; provided, however, to the extent this Declaration requires the assent of a certain number of the Members as a condition to such action, such assent has been obtained:

(a) To exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Property;

(b) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Harris County Clerk's Office and shall remain in full force and effect thereafter until all Townhome Sites owned by Declarant have been sold and conveyed by Declarant to Class A Members.

11.2 Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an original fifty (50) year term expiring on the fiftieth (50th) anniversary of the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of at least fifty-one percent (51%) of all Townhome Sites within the Property and recorded in the Deed Records of Harris County, Texas, which contains and sets forth an agreement to abolish this Declaration; provided, however, no such agreement where approved by less than seventy-five percent (75%) of the Owners of all Townhome Sites within the Property to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

11.3 Amendments. This Declaration is expressly subject to change, modification and/or deletion by means of amendment at any time and from time to time as provided herein. This Declaration may be amended and/or changed in part as follows:

(a) In response to any governmental or quasi-governmental suggestion, guideline, checklist, requisite or requirement, particularly with respect to those entities or agencies directly or indirectly involved in, or having an impact on, mortgage financing, mortgage insurance and/or reinsurance, Declarant shall have the complete and unrestricted right and privilege to amend, change, revise, modify or delete portions of this Declaration, and each and every Owner and Member specifically and affirmatively authorizes and empowers Declarant, utilizing the attorney-in-fact status set forth above, to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as Declarant (in their sole and absolute discretion) shall deem reasonable and appropriate.

(b) With the assent of a Two-Thirds Members Vote.

Any and all amendments shall be recorded in the Office of the County Clerk of Harris County, Texas.

11.4 Enforcement. Each Owner of each Townhome Site shall be deemed, and held responsible and liable for the acts, conduct and omission of each and every Resident, Member, guest and invitee affiliated with such Townhome Site, and such liability and responsibility of each Owner shall be joint and several with their Resident(s), Member(s), guests and invitees. The lien created hereby on each Townhome Site shall extend to, cover and secure the proper payment and performance by each and every Resident, Member, guest and invitee affiliated with each Owner.

Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage proximately caused by the conduct of their children (under the age of 18 years) within the Property to the same extent as if the parent was directly responsible for the action of their child. Enforcement of this Declaration may be initiated by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by this Declaration, but failure by the Association or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association, each Owner and the applicable governmental authority are each specifically authorized (but not obligated) to enforce this Declaration. With respect to any litigation hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, from the non-prevailing party.

11.5 Validity. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any Townhome Site. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation promulgated by the applicable governmental authority (including, without limitation, any comprehensive zoning ordinance), then such governmental requirement shall control.

11.6 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise. Examples, illustrations, scenarios and hypothetical situations mentioned herein shall not constitute an exclusive, exhaustive or limiting list of what can or cannot be done.

11.7 Registration with the Association. Each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, the following information: (a) the full name and address of each Owner, Member and Resident; (b) the business address, occupation and telephone numbers of each Resident; (c) the description and license plate number of each automobile owned or used by a Resident and brought within the Property; and (d) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member and Resident shall become automatically jointly and severally liable to

promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

11.8 Notices to Resident/Member/Owner. Any notice required to be given to any Resident, Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when (i) deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the Resident, Member or Owner on the records of the Association at the time of such mailing, or when (ii) delivered by hand or by messenger to the last known address of such person within the Property; or when (iii) posted on the Association's bulletin board for at least thirty (30) consecutive calendar days.

11.9 Disputes. Matters of dispute or disagreement between Owners, Residents or Members with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners, Residents and Members.

11.10 Attorneys' Fees. All attorneys' fees incurred by the Association or the Declarant in the enforcement of this Declaration, and all future amendments shall be the obligation of the Owner; and Owner agrees to pay all such attorneys' fees incurred by the Association and/or Declarant.

11.11 ARBITRATION. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS DECLARATION, UPON THE WRITTEN REQUEST OF ANY OWNERS OR THE ASSOCIATION, SHALL BE SUBMITTED TO ARBITRATION. ANY SUCH ARBITRATION SHALL BE ADMINISTERED BY EITHER THE AMERICAN ARBITRATION ASSOCIATION OR THE JUDICIAL ARBITRATION AND MEDIATION SERVICES. IF THE PARTIES CANNOT AGREE ON WHICH ARBITRATION SERVICE SHALL APPLY, THEN THE PARTY WHO DOES NOT REQUEST THE ARBITRATION SHALL SELECT ARBITRATION SERVICE. JUDGMENT MAY BE RENDERED UPON ANY AWARD MADE BY THE ARBITRATOR(S) IN ANY COURT WITH COMPETENT JURISDICTION.

Witness the hand of an authorized representative of Declarant on the acknowledgment date noted below.

520-24-2442

DECLARANT:

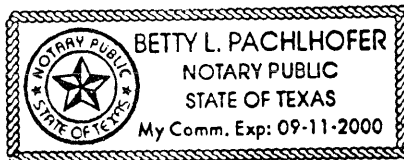
PERRY HOMES, a Joint Venture

BY: Perry-Houston Interest, Inc., the
Managing Joint Venturer

BY: Gerald W. Noteboom
Gerald W. Noteboom
Executive Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of ^{July} ~~August~~, 1998, by GERALD W. NOTEBOOM, as Executive Vice President and as the duly authorized representative of PERRY-HOUSTON INTERESTS, INC., a Texas corporation and the Managing Joint Venturer, and on behalf, of PERRY HOMES, a Joint Venture.



Seal Showing Name and
Commission Expiration

Betty L. Pachhofer
Notary Public in and for the
State of Texas

AFTER RECORDING, RETURN TO:

Mr. S. Bradley Todes
Perry Homes
P. O. Box 34306
Houston, Texas 77234

DR:Baldwin2
8/31/98

FILED
98 AUG -14 PM 2:35
COUNTY CLERK
HARRIS COUNTY TEXAS



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.
CHARTER NUMBER 01479546

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED FEB. 17, 1998

EFFECTIVE FEB. 17, 1998



A handwritten signature in black ink, which appears to read "A. R. Gonzales", is written over a horizontal line.

Alberto R. Gonzales, Secretary of State

FEB 17 1998

**ARTICLES OF INCORPORATION OF
BALDWIN SQUARE
HOMEOWNERS ASSOCIATION, INC.**

Corporations Section

The undersigned, being a natural person of the age of eighteen (18) years or more, and a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, adopt the following Articles of Incorporation for BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC., (the "Association").

**I.
CORPORATE NAME**

The name of the corporation is BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.

**II.
CORPORATE ADDRESS AND AGENT**

The street address of the Association's initial registered office is 9000 Gulf Freeway, Third Floor, Houston, Texas, 77017, and the name of its initial registered agent at such address is John R. Krugh.

**III.
CORPORATE STATUS**

The Association is a non-profit corporation. The Association is not formed for pecuniary profit. No part of the income or assets of the Association is distributable to or for the benefit of its members, directors, or officers, except to the extent permissible under law.

**IV.
PURPOSES AND POWERS OF THE ASSOCIATION**

The Association is formed for the purposes of providing for community, civic, and social welfare of the owners, residents, and occupants of the land which may at any time, and from time to time, be subject to certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), Supplemental Restrictions or Annexation Agreements to be recorded in the Official Public Records of Real Property of Harris County, Texas, and to promote the health, safety, and welfare of the owners, residents, and occupants, and for these purposes to:

- a. provide and maintain the common areas, facilities, and services of overall benefit to owners, residents, and occupants of the land subject to the jurisdiction of the Association, including, but not by way of limitation, maintenance of the common areas, conveyed to or owned by the Association and other services, facilities and activities as may be in the community's interest.
- b. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration;
- c. fix, levy, collect, and enforce payment by the lawful means of all assessments pursuant to the terms of the Declaration;
- d. pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, and governmental charges levied or imposed against the property of the Association;
- e. acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of interests in and to real or personal property in connection with the affairs of the Association;
- f. borrow money and with the approval of a majority of the votes of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;
- g. dedicate, sell, or transfer all, or any part, of the parks, common area, and facilities owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; provided that no conveyance of any parks, common area, or facilities other than the granting of utility easements shall be permitted except to a public entity established for purposes similar to the Association or which shall be dedicated to the preservation of community purposes and interest and which is capable of maintaining and agreeing to maintain the same; and further provided that any dedication, sale, or transfer other than for utility easements shall be approved by a 2/3 majority of the votes in the Association;
- h. participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any

merger or consolidation shall be approved by a 2/3 majority of the votes in the Association;

- i. establish and enforce rules and regulations governing the use, operation, maintenance, control and disposition of property to which the Association holds title or to which control is vested in the Association; and
- j. exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law now or hereafter may have or exercise; provided that none of the objects or purposes set out in these Articles shall be construed to authorize the Association to do any act in violation of the Texas Non-Profit Corporation Act, and all such objects or purposes are subject to the Act.

V. MEMBERSHIP

Every person or entity who is a record owner of fee simple title to any property subject to assessment by the Association shall be a member of the Association. Persons or entities who hold an interest in any property subject to assessment merely as security for the performance of any obligation shall not, however, be members. Membership shall be appurtenant to and may not be separated from property ownership, which shall be the sole qualification to be a member.

VI. VOTING RIGHTS

Votes in the Association shall be assigned on the basis of Lots which shall be defined as any plot of land shown upon a recorded subdivision map or plat upon which there has been or will be constructed a single-family residence, including plots that have been combined into one composite residential Lot.

For as long as Class B votes shall continue to exist, there shall be two classes of votes in the Association, as follows:

Class A. In any meeting or election of the Association, each Lot owned by an owner other than the Declarant of the Declaration, shall be entitled to one vote. When more than one person is the owner of a Lot, they shall decide among themselves how their vote shall be cast and shall advise the secretary of the Association of their determination in advance of any meeting at which a vote will be taken. No vote may be cast on behalf of

any Lot for which any assessment has not been paid in full by the due date set forth in the Declaration or, as applicable, by the Association.

Class B. In any meeting or election of the Association, each Lot owned by the Declarant shall be entitled to five (5) votes. Class B votes shall cease and be converted to Class A votes on the happening of the first of the following events:

- a. When the total outstanding Class A votes equal the total outstanding Class B votes; or
- b. Ten (10) years from the date of the Declaration; or
- c. When the Declarant terminates Class B votes by an instrument filed in the Official Public Records of Real Property of Harris County, Texas.

Provided however, at such time that Declarant annexes additional property into the Association, the Class B membership shall be reinstated if it had previously ceased due to one of the conditions listed above in a, b, or c. Upon such reinstatement, the date in subparagraph b shall be extended for ten (10) years from the date of the recorded annexation.

VII. DURATION

The Association shall exist perpetually.

VIII. DISSOLUTION

The Association may be dissolved upon approval by 2/3 majority of the total votes in the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, the assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Texas Non-Profit Association Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Association within ninety (90) days after a written claim has been received by the Association, the claimant may, at any time thereafter, bring suit against the Association to recover the unpaid amount of the claim. And if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Texas Non-Profit Association Act, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors or any committee thereof, special legal counsel, or members, if any) to have made its determination prior to the commencement of such action that indemnification, or advancement of costs of defense to, the claimant is permissible in the circumstances, nor an actual determination by the Association (including its Board of Directors, or any committee thereof, special legal counsel, or members, if any) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of that person's heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members, if any, or Directors, agreement, or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article shall extend to proceedings involving the negligence of such persons. The Association may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Association may purchase and maintain insurance on behalf of any person who is serving the Association (or another entity at the request of the Association) against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against that liability under this Article or by statute. Notwithstanding the foregoing, no person shall be indemnified pursuant to the provisions of this Article and no insurance may be maintained on behalf of any person if such indemnification or maintenance of insurance would subject the Association or such person to income or excise tax under the Internal Revenue Code of the United States as in effect from time to time, including any tax asserted under Chapter 42 of the Code. As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

**IX.
BOARD OF DIRECTORS**

Section 1. The number of Directors constituting the Board of Directors of the Corporation and their qualifications shall be fixed or determined by, or in the manner provided in, the Bylaws of the Corporation, except that the initial Board of Directors shall be established in accordance with Section 3 below.

Section 2. The number of Directors may be increased or decreased from time to time by the manner provided in the Bylaws, except that no decrease shall have the effect of shortening the term of any incumbent Directors. In the absence of a Bylaw providing for the number of Directors, or should the corporation fail to determine the number of Directors in the manner provided in the Bylaws, the number shall be the same as the number of Directors constituting the initial Board of Directors.

Section 3. The initial Board of Directors shall consist of three (3) Directors. The names and addresses of the persons hereby elected to serve as Directors of the Corporation until the first annual meeting of the members, or until a successor or successors shall have been elected and qualified, are:

<u>NAME</u>	<u>ADDRESS</u>
S. Bradley Todes	P. O. Box 34306 Houston, TX 77234
Todd Chachere	P. O. Box 34306 Houston, TX 77234
Jay Thorwaldson	P. O. Box 34306 Houston, TX 77234

**X.
INDEMNIFICATION**

The Association shall indemnify any person who was, or is, threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person: (i) is, or was, a Director or officer of the Association; or (ii) while a Director or officer of the Association is, or was, serving at the request of the Association as a trustee, officer partner, venturer, proprietor, Director, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a Director under the Texas Non-Profit Association Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the Association expenses

ARTICLE XI DIRECTOR LIABILITY

To the fullest extent permitted by applicable law, no Director of the Association shall be liable to the Association for monetary damages for an act or omission in such Director's capacity as a Director of the Association, except that this paragraph shall not eliminate or limit the liability of a director of the Association to the extent the Director is found liable for any of the following:

- a. A breach of such Director's duty of loyalty to the Association;
- b. An act or omission not in good faith that constitutes a breach of duty of the Director to the Association, or an act or omission that involves intentional misconduct or a knowing violation of the law;
- c. A transaction from which such Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such Director's office; or
- d. An act of omission for which the liability of such Director is expressly provided for by statute.

Any repeal or amendment of this Article by the Association shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director of the Association existing at the time of such repeal or amendment. In addition to the circumstances in which a Director of the Association is not personally liable as set forth in the foregoing provisions, a Director shall not be liable to the Association to such further extent as permitted by applicable any law hereafter enacted, including without limitation, any subsequent amendments of the Texas Miscellaneous Association Laws Act or the Texas Non-Profit Association Act.

ARTICLE XII BY LAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation and the Declaration. Those bylaws may be amended by the Class B Members on their own motion from the date hereof until termination of the Class B membership on the Conversion Date. Alternatively, the Bylaws may be amended at a regular or special meeting of the Members by a vote of the Members holding a majority of the votes of the Class A Members that are present in person or by proxy and the assent of the Class B Members, if any.

ARTICLE XIII

The Association is a non-profit corporation, without capital stock, organized solely for the purposes specified in Article IV; and no part of the Association's property, whether income or principal, shall ever inure to the benefit of, or be distributable to, any Director, officer, or employee of the Association, or of any individual having a personal or private interest in the activities of the Association, nor shall any such Director, officer, employee, or individual receive or be lawfully entitled to receive any profit from the operations of the Association except a reasonable allowance for salaries or their compensation for personal services actually rendered in carrying out one or more of its stated purposes.


XIV. INCORPORATOR

The name and address of the incorporator is:

S. Bradley Todes
P. O. Box 34306
Houston, TX 77234

ACCEPTANCE

I, the undersigned, being the sole incorporator of this corporation, have executed these Articles of Incorporation on this the 9th day of February, 1998, for the purpose of forming this corporation under the laws of the State of Texas.



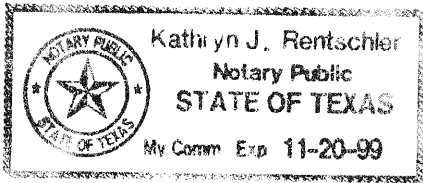
S. Bradley Todes

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared, S. BRADLEY TODES, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, has declared that the statements therein are true and correct.

Given under my hand and seal on the 9th day of February, 1998.



Seal Showing Name and
Commission Expiration

Kathryn J. Rentschler
Notary Public in and for the
State of Texas

HOA:BaldArt

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION OF
BALDWIN SQUARE
HOMEOWNERS ASSOCIATION, INC.**

FILED
In the Office of the
Secretary of State of Texas

MAY 27 1998

Corporations Section
~~Texas Non-Profit~~

Pursuant to the provisions of Articles 1396-4.02 and 1396-4.03 of the Texas Non-Profit Corporation Act, the undersigned Texas non-profit corporation adopts the following Articles of Amendment to its Articles of Incorporation thereby amending Article VI of the Articles, filed in the Office of the Secretary of State of Texas, on February 17, 1998. The purpose of this amendment is to resolve any inconsistency between the Voting Rights provisions of the Articles and Article II, Section 2.3 of the Declaration of Covenants and Restrictions for Baldwin Square, recorded in the Harris County Real Property Records under Clerk's File No. S968235.

Article I

The name of the Texas non-profit corporation is Baldwin Square Homeowners Association, Inc.

Article II

Article VI of the Articles of Incorporation of Baldwin Square Homeowners Association, Inc. is hereby deleted in its entirety and is replaced with the following:

Votes in the Association shall be assigned on the basis of Townhome Sites which shall be defined as the portion of the Property shown upon a recorded subdivision map or plat, on which a Dwelling Unit is, or will be, situated.

For as long as Class B votes shall continue to exist, there shall be two classes of votes in the Association, as follows:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Townhome Site in which they hold the interest required for membership. When more than one person holds such interest or interests in any Townhome Site, all such persons shall be Members, and the vote for such Townhome Site shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Townhome Site.

CLASS B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Townhome Site owned by the Class B Member(s). However, at such times as the total number of Townhome Sites owned by the Class A Members equals or exceeds three (3) times the total number of Townhome Sites owned by the Class B Member(s), the Class B Member(s) shall, during the time such equality or excess continues, be entitled to only one (1) vote for every Townhome Site owned by it. Unless Additional Property is subjected to the terms of this Declaration in accordance with the provisions of Section 2.4, from and after January 1, 2000, (as subsequently amended, the "Voting Conversion Date"), the Class B Member(s) shall only be entitled to one (1) vote for each Townhome Site owned by it regardless of the number of Townhome Sites owned by the Class B Member(s) at such time. In the event Additional Property is subjected to this Declaration in accordance with Section 2.4, then the Supplemental Declaration, annexing such Additional Property shall designate a new Voting Conversion Date.

Article III

The amendment stated in Article II, above, was adopted by a consent in writing signed by all members entitled to vote with respect thereto, pursuant to Article 1396-4.03(A)(3), subpart (2), of the Texas Non-Profit Corporation Act.

Article IV

Except as stated in Article II, above, the Articles of Incorporation of Baldwin Square Homeowners Association, Inc. are otherwise unaffected and remain in full force and effect.

Baldwin Square Homeowners Association

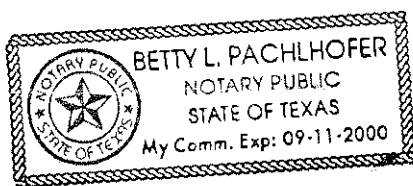
By: S. Bradley Todes
S. Bradley Todes
President

By: Todd Chachere
Todd Chachere
Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

I, Betty Pachlhofer, Notary Public, do hereby certify that on this the 15th day of May, 1998, personally appeared S. Bradley Todes, who declared that he is President of BALDWIN SQUARE HOMEOWNERS ASSOCIATION., the Texas non-profit corporation executing the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements contained therein are true. In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



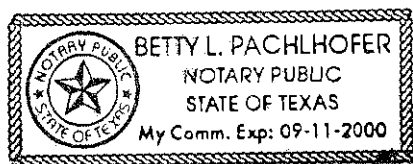
Seal Showing Name and
Commission Expiration

Betty L. Pachlhofer
Notary Public in and for the
State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

I, Betty Pachlhofer, Notary Public, do hereby certify that on this the 15th day of May, 1998, personally appeared Todd Chachere, who declared that he is Secretary of BALDWIN SQUARE HOMEOWNERS ASSOCIATION., the Texas non-profit corporation executing the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements contained therein are true. In Witness Whereof, I have hereunto set my hand and seal the day and year before written.



Seal Showing Name and
Commission Expiration

Betty L. Pachlhofer
Notary Public in and for the
State of Texas

**BALDWIN SQUARE
HOMEOWNERS ASSOCIATION, INC.**

P.O. Box 34306
Houston, TX 77234
(713) 947-1750, Ext. 317

May 21, 1998

Secretary of State
Corporation Division
P.O. Box 12068
Austin, TX 78711

Re: Articles of Amendment to the Articles of Incorporation for Baldwin Square
Homeowners Association, Inc.

Dear Sir:

Enclosed is an original and a copy of the above-referenced Articles of Amendment of the Articles of Incorporation, together with a check in the amount of \$25.00 tendered in accordance with Article 1396-9.03 (A)(2) of the Texas Non-Profit Corporation Act. If these Articles of Amendment to the Articles of Incorporation are found acceptable, please file them and return a file stamped copy to me.

Thank you for your cooperation.

Sincerely,

Baldwin Square Homeowners
Association, Inc.

A handwritten signature in dark ink, appearing to read "S. Bradley Todes", with a long horizontal flourish extending to the right.

S. Bradley Todes •
President

BT:bl:8-5-21a

Enclosures

PERRY HOMES

P.O. 18882 BALDWIN SQUARE
ARTICLES OF AMENDMENT
ART. 1396-9.03 (A)(2)

PERRY HOMES

P.O. BOX 34306 • HOUSTON, TEXAS 77234
(713) 947-1750

BANK ONE TEXAS, N.A.
910 TRAVIS • HOUSTON, TX 77002

No. 040732

DATE	CHECK NO.	AMOUNT
5/22/98	40732	\$25.00

PAY TO THE ORDER OF:

****TWENTY FIVE & 00/100****

****SECRETARY OF STATE OF TEXAS****

Jimmy Zangew
Gerald Hoteboom

⑈0000040732⑈ 12113101401⑈ 9320009294⑈

**PERRY HOMES, A JOINT VENTURE'S CONSENT
TO THE AMENDMENT OF THE
ARTICLES OF INCORPORATION OF
BALDWIN SQUARE
HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, The Board of Directors of the Baldwin Square Homeowners Association, Inc., has adopted a resolution setting forth a proposed amendment to the Articles of Incorporation of Baldwin Square Homeowners Association, Inc. ("Amendment"), and directing that the Amendment be submitted to a vote of the members having voting rights; and,

WHEREAS, Perry Homes, a Joint Venture ("Perry Homes") constitutes all members entitled to vote with respect to the Amendment; and,

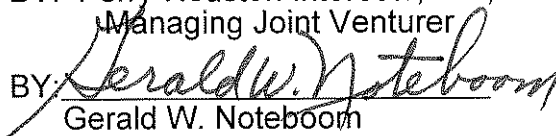
WHEREAS, Perry Homes, having waived notice of a Special Meeting to vote on the Amendment, pursuant to Article 1396-9.09 of the Texas Non-Profit Corporation Act.

NOW THEREFORE, Pursuant to Article 1396-4.03(A)(3), subpart (2), and Article 1396-9.10 of the Texas Non-Profit Corporation Act, Perry Homes, hereby consents to the Amendment, a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference.

Executed this 14th day of May, 1998.

PERRY HOMES, a Joint Venture

BY: Perry-Houston Interests, Inc.,
Managing Joint Venturer

BY: 
Gerald W. Noteboom
Executive Vice President

BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.

**RESOLUTION ADOPTED BY
UNANIMOUS WRITTEN CONSENT OF DIRECTORS
IN LIEU OF SPECIAL MEETING**

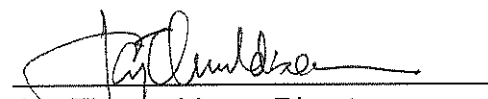
The undersigned, being all of the Directors of Baldwin Square Homeowners Association, Inc., (hereinafter designated "Association"), a Texas nonprofit corporation, pursuant to Article 1396-9.10 of the Texas Non-Profit Corporation Act, hereby vote for, adopt, approve and consent to the following resolution:

RESOLVED, that the Board of Directors of the Association hereby adopts the proposed amendment to the Articles of Incorporation attached hereto as Exhibit "A" and incorporated herein by reference, and directs that the proposed amendment be submitted to a vote of the members having voting rights.

IN WITNESS of our vote for approval and adoption of, and consent to the foregoing resolution, we have executed this consent, effective as of the 13th day of May, 1998.


S. Bradley Todes, Director


Todd Chachere, Director


Jay Thorwaldson, Director

BALDWIN SQUARE HOMEOWNERS ASSOCIATION

ACTION OF DIRECTORS IN LIEU OF ORGANIZATIONAL MEETING

The undersigned, being all of the initial Directors of BALDWIN SQUARE HOMEOWNERS ASSOCIATION, a Texas corporation (the "Corporation"), do, by this instrument in writing, consent to the following resolutions in lieu of an organizational meeting of the Directors:

1. **Articles of Incorporation**

RESOLVED: That the Articles of Incorporation approved by the Incorporator of the Corporation and filed on the 17th day of February, 1998, in the office of the Secretary of State of Texas, are hereby ratified and approved and the Secretary of the Corporation is instructed to cause a copy of the Articles of Incorporation, duly certified by the Secretary of the State of Texas, to be inserted in the Minute Book of the Corporation;

2. **Adoption of Bylaws**

RESOLVED: That the Bylaws submitted herewith are hereby adopted as, and for, the Bylaws of the Corporation and the Secretary of the Corporation is instructed to cause the same to be inserted in the Minute Book of the Corporation;

3. **Minute Book**

RESOLVED: That: (1) the Minute Book presented to the Directors is approved and adopted and the action of the Secretary in copying, or inserting therein, the Articles of Incorporation and the Bylaws, is ratified and approved; and, (2) the Secretary is instructed to authenticate the Minute Book, to retain custody of it, and to insert therein these actions by the Director and of other proceedings of the shareholders and Director;

4. **Appointment of Directors**

RESOLVED: That the following persons are appointed as Directors of this Corporation to serve until their successors are duly elected and qualified:

<u>NAME</u>	<u>ADDRESS</u>
S. Bradley Todes	P. O. Box 34306 Houston, TX 77234
Todd Chachere	P. O. Box 34306 Houston, TX 77234
Jay Thorwaldson	P. O. Box 34306 Houston, TX 77234

5. **Election of Officers**

RESOLVED: That the following persons are nominated and unanimously elected as officers of the Corporation to serve until their respective successors are chosen and qualify, unless they shall sooner resign or be removed in accordance with the provisions of the Bylaws of the Corporation or the Texas Business Corporation Act:

<u>Office</u>	<u>Name</u>
President	S. Bradley Todes
Vice President	Jay Thorwaldson
Treasurer	Todd Chachere
Secretary	Todd Chachere

6. **Banking and Borrowing**

RESOLVED: That the Corporation establish such banking arrangements as from time to time become necessary, desirable, or appropriate, including arrangements with respect to establishing and maintaining checking accounts and with respect to borrowing funds, and that the signatures of all Directors of the Corporation at the bottom of the form of certificate of resolution(s) customarily required by any such banking institution authorizing such arrangements shall constitute and be construed as a unanimous written consent to the adoption of such resolution(s) by the Board of Directors of the Corporation under the provisions of Article 9.10 of the Texas Non-Profit Corporation Act, and that the Secretary of the Corporation is hereby authorized to certify to such resolution(s) so signed by all Directors of the Corporation in such form as said banking institution may customarily require, and such resolution(s) so certified shall be deemed to be copied in the Minute Book as if set forth therein in full.

FURTHER RESOLVED, that the President is hereby authorized to borrow, from time to time, in the name, and on behalf of, the Corporation such funds in such amounts from such persons or lending institutions in accordance with any resolution that may now, or hereinafter, be adopted by the Board of Directors.

FURTHER RESOLVED, that the signatures of all Directors of the Corporation at the bottom of the form of certificate of resolution(s) customarily required by any such lenders authorizing such borrowing shall constitute and be construed as a unanimous written consent to the adoption of such resolution(s) by the Board of Directors of the Corporation under the provisions of Article 9.10 of the Texas Non-Profit Corporation Act, and that the Secretary of the Corporation hereby authorized to certify to such resolution(s) so signed by all Directors of the Corporation in such form as said lender may customarily require, and such resolution(s) so certified shall be deemed to be copied in the Minute Book as if set forth therein in full.

7. **Further Actions**

RESOLVED: That the officers of the Corporation are authorized to take such actions proper to their respective offices as the President may deem appropriate, to effect these resolutions and the matters contemplated hereby, including, without limitation, signing and attesting the instruments mentioned in these resolutions and any other instruments and that any such action taken prior to the date hereof is confirmed, ratified, adopted and approved.

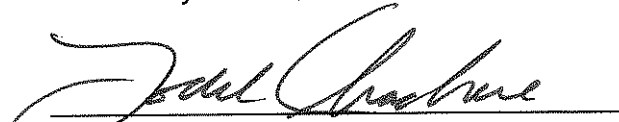
8. **Fiscal Year**

RESOLVED: That the fiscal year end of the Corporation shall be December 31.

The resolutions contained herein and the actions contemplated hereby are taken by unanimous written consent of the Board of Directors pursuant to Article 9.10(B) of the Texas Business Corporation Act.

DATED effective as of the 4th day of MAY, 1998.


S. Bradley Todes, Director


Todd Chachere, Director


Jay Thorwaldson, Director



The State of Texas

Secretary of State

FEB. 20, 1998

S BRADLEY TODES
BOX 34306
HOUSTON, TX

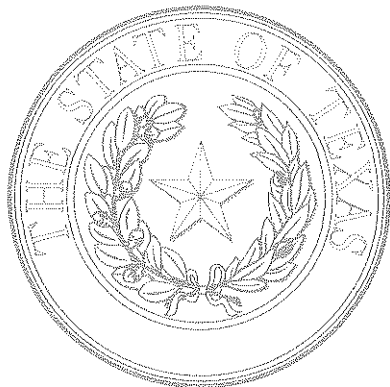
RE:
BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.

CHARTER NUMBER 01479546-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



VERY TRULY YOURS,

A handwritten signature in cursive script, reading "Alberto R. Gonzales".

Alberto R. Gonzales, Secretary of State

U149593

529-89-0640

12/29/99 201145116 U149593

\$29.00

Corporate Secretary's Certificate

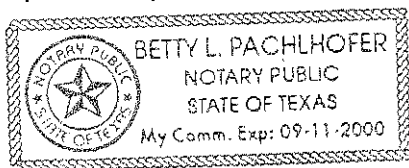
I, Todd Chachere, Corporate Secretary and Treasurer of the Baldwin Square Homeowners Association, Inc. ("Association"), hereby certify that the attached document is an original or true and correct copy of the Bylaws of the Association.

By: Todd Chachere
Todd Chachere, Corporate Secretary/Treasurer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 7th day of December, 1999 by Todd Chachere, Corporate Secretary and Treasurer of Baldwin Square Homeowners Association, Inc., a Texas non-profit corporation, on behalf of the non-profit corporation.



Seal Showing Name and
Commission Expiration

Betty L. Pachhofer
Notary Public in and for the
State of Texas

AFTER RECORDING, RETURN TO:

S. Bradley Todes
Baldwin Square Homeowners Association, Inc.
P.O. Box 34306
Houston, Texas 77234

FILED

BYLAWS OF
BALDWIN SQUARE
HOMEOWNERS ASSOCIATION, INC.

529-89-0641

Jessie B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

I.
NAME AND LOCATION

The name of the corporation is BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC. Meetings of members and directors may be held at such places as may be designated by the Board of Directors.

II.
DEFINITIONS

The following words shall have meanings as assigned to them:

1. **Association:** Baldwin Square Homeowners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas and its successors and assigns.
2. **Board:** The duly elected Board of Directors of the Association.
3. **Common Area:** All real property owned in fee or held by easement by the Association for the exclusive common use and enjoyment of the Owners, including areas designated by Declarant to be conveyed by Deed or Easement to the Association.
4. **Declarant:** Perry Homes, a Joint Venture, and its successors and assigns.
5. **Declaration:** The Declaration of Covenants, Conditions and Restrictions applicable to the Property, recorded in the Official Public Records of Real Property of Harris County, Texas.
6. **Dwelling Unit:** The unit of Property subject to assessment pursuant to the terms of this document and the Declaration by which votes in the Association are assigned and assessments are levied, as fully described in the Declaration.
7. **Election Date:** "Election Date" shall mean the earliest of the dates when (i) Declarant shall have sold all of its Townhouse Sites; (ii) five (5) years have lapsed from the date of the recordation of the Declaration; or (iii) Declarant by written notice to the Board of Directors notifies the Association of Declarant's election to cause the Election Date to occur.

8. **Member:** Those persons entitled to membership in the Association as provided in the Articles of Incorporation of the Association.

9. **Owner:** The record owner, whether one or more persons or entities, of fee simple title to any land subject to assessment by the Association, but excluding those having such interest merely as security for the performance of any obligation.

10. **Property:** Baldwin Square and any other lands which may hereafter be made subject to the Declaration and the jurisdiction of the Association.

Baldwin Square, Harris County, Texas, according to the plat thereof recorded under Harris County Clerk's file Number S943664 of the Plat or Map Records which are filed in Harris County, Texas.

III. MEETINGS OF MEMBERS

1. **Annual Meetings:** The first annual meeting of the Members shall be held on a date selected by the Board upon fifteen (15) days prior written notice to the Members, and each subsequent regular annual meeting of the Members shall be held within thirty (30) days of the anniversary date of the last annual meeting, on a day and at a time and place to be selected by the Board.

2. **Social Meetings:** Special meetings of the Members may be called at any time by the President, the Board, or upon written request executed on behalf of one-fourth (1/4) of the votes in the Association.

3. **Notice of Meetings:** Except as to the first annual meeting, notice of each annual meeting shall be posted in a conspicuous place within the boundaries of the Property. Written notice of each special meeting shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of the notice, postage prepaid, at least fifteen (15) days before the meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. The notice shall state the place, hour, and purpose of the meeting.

4. **Quorum:** The presence at any meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If the required quorum is not present or represented at any meeting, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the previous meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. **Proxies:** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, filed with the Secretary, revocable, and automatically expire upon conveyance by the Member of the property subject to assessment by the Association.

IV.

BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

1. **Number:** The affairs of this Association shall be managed by a Board of three (3) Directors, none of whom need be Members of the Association or residents of the Property. Declarant may, at anytime that it has majority vote of the Association, expand the number of Directors from three to five. Once the Board has been expanded by the Declarant, it may not be reduced back to three without an approved Bylaw amendment.

2. **Term of office:** The initial Board of Directors has been designated in the Article of Incorporation. The initial Board of Directors shall serve until the first Board of Directors is elected by the Members after the Election Date. If a vacancy occurs in the initial Board of Directors, such vacancy shall be filled by the Declarant until the Election Date. If a vacancy occurs on the Board of Directors after the Election Date, the vacancy may be filled by the remaining directors then in office, though less than a quorum. At the first annual meeting of the Members held after the Election Date, the Members shall elect three Directors; one Director for a term of one (1) year and two Directors for a term of two (2) years. At each annual meeting thereafter, the Members shall elect Directors for a term of two (2) years in the number required to maintain the membership of the Board.

3. **Removal:** Any Director may be removed from the Board, with or without cause, by two-thirds (2/3) of the votes in the Association. In the event of death, resignation, or removal of a Director, the successor shall be selected by the remaining Directors and shall serve for the unexpired term of the predecessor.

4. **Compensation:** No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expense incurred in the performance of duties as a Director.

V.

NOMINATION AND ELECTION OF DIRECTORS

1. **Nomination:** After the Election Date, nominations for election to the Board shall be made by a Nominating Committee and may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman who shall be a Director, and two or more other persons. The Nominating Committee shall

be appointed by the President prior to each annual meeting, to serve from the close of that annual meeting until the close of the next annual meeting and shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or non-members.

2. **Election:** Election to the Board may be by secret written ballot or by voice vote, as determined by the President or such other officer as may preside over the meeting. At the election the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and the Declaration. The persons receiving the largest number of votes shall be elected.

VI. MEETINGS OF DIRECTORS

1. **Regular Meetings:** Regular meetings of the Board shall not be held less than annually and, as determined by the Board, at such place and hour as may be fixed by resolution of the Board.

2. **Special Meetings:** Special meetings of the Board shall be held when called by the President or by any two Directors upon not less than three (3) days notice to each Director.

3. **Quorum:** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done, or made, by a majority of the Directors present at a duly held meeting at which a quorum is present, shall be regarded as the act of the Board.

4. **Action Taken Without a Meeting:** The Directors may take any action in the absence of a meeting which they could take at a meeting if a consent in writing setting forth the action taken, shall be signed by all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. **Powers:** The Board shall have power to:
 - a. Manage the Common Area and Association facilities for the benefit of the Members; adopt and publish rules governing their use and the personal conduct of the Members and their tenants, occupants, and guests while using the Common Area and facilities; negotiate and enter into contracts with

Associations or entities outside this Association for the paid use of any recreational or other amenity facilities owned or managed by this Association; and establish penalties for the infraction of the rules and regulations, all at the Board's discretion; and

- b. suspend a Member's voting rights and right to use the Common Area during any period in which the Member is in default in the payment of any assessment levied by the Declaration or the Association. These rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; and
- c. exercise on behalf of the Association all powers, duties, and authority vested in, or delegated to, the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declarant; and
- d. declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board or four (4) Board meetings within one (1) year; and
- e. employ a manager, an independent contractor, or other employees as deemed necessary and prescribe their duties; and
- f. provide and maintain, to the extent determined appropriate by the Association, the Common Area, Association facilities, and services of overall benefit to the owners, residents, and occupants in general, including, but not by way of limitation, lighting and cleaning of the major thoroughfares within the land subject to the jurisdiction of the Association; maintenance of the Common Area, including buildings, other facilities, greenbelts, and landscape easements conveyed to the Association; maintenance of the rights of way of the major thoroughfares, highways, parkways, and county flood control areas that are within or adjacent to the boundaries of the Property; police and security services; emergency medical service; fire protection; mosquito control; garbage and refuse collection; recreational programs and facilities; and other services, facilities, and activities as may be in the community's interest; and

- g. maintain the street right of ways adjacent to landscape reserves and esplanades within the right of ways; and
- h. contract for other services as deemed necessary by the Board.

2. **Duties:** It shall be the duty of the Board to:

- a. cause to be kept a complete record of all its acts and corporate affairs and present a statement of the record to the Members at the annual meeting of the Members, or at any special meeting when a statement is requested in writing by one-fourth (1/4) of the votes in the Association; and
- b. supervise all officers, agents, and employees of this Association and see that their duties are properly performed; and
- c. as more fully provided in the Declaration:
 - (1) fix the amount of the annual assessment against each Dwelling Unit at least thirty (30) days in advance of each annual assessment period; and
 - (2) initiate a vote to approve special assessments when determined necessary by the Board; and
 - (3) levy enforcement assessments when necessary; and
 - (4) send written notices of each assessment to every Owner subject to the assessment; and
 - (5) enforce payment, by all lawful means available, of all assessments which are not paid within thirty (30) days after the due date.
- d. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of the certificate. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of such payment; and

- e. indemnify its Directors, officers, employees, and agents to the full extent permitted by the laws of the State of Texas; and
- f. procure and maintain adequate liability and hazard insurance, including Director and Officer Liability coverage, for the Association, the Board, and that property owned by the Association that the Association determines should be insured; and
- g. cause all officers or employees having fiscal responsibilities to be bonded, as deemed appropriate; and
- h. accept conveyance of the Common Area by Declarant and thereafter cause the Common Area and the facilities on the Common Area to be maintained; and
- i. administer the use restrictions of the Declaration.

VIII. OFFICERS AND THEIR DUTIES

1. **Enumeration of Officers.** The officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board shall determine. The offices of Secretary and Treasurer may be held by the same Director. All officers shall at all times be members of the Board.

2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

3. **Term.** The term of each office shall be one (1) year and officers shall hold office for one year and until their successors are qualified, unless unable to do so by reason of resignation, removal, or disqualification.

4. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice and, unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

5. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer replaced.

6. **Duties.** The duties of the officers are as follows:

- a. **President.** The President shall preside at all meetings of the Board; see that orders and resolutions of the Board are carried out; and have authority to sign all leases, contracts, mortgages, promissory notes, deeds, and other written instruments on behalf of the Association.
- b. **Vice President.** The Vice President shall act in the place of the President in the event of absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required by the Board.
- c. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring the seal; give notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses.
- d. **Treasurer.** The Treasurer shall supervise the receipt and depositing in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board; have authority to sign approved promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a competent accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the Members; and perform such other duties as required by Board.

**IX.
COMMITTEES**

The Board shall appoint a Modification Committee as provided in the Declaration, a Nominating Committee as provided in these Bylaws, and other committees as deemed appropriate in carrying out its purposes.

**X.
BOOKS AND RECORDS**

The books, records, and papers of the Association shall, at all times during reasonable business hours and upon adequate notice, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be made available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**XI.
ASSESSMENTS**

As more fully provided in the Declaration, each Dwelling Unit is subject to annual, special, and enforcement assessments which are secured by a continuing and contractual lien upon the property against which the assessment is made. Any assessments which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate of interest provided by applicable law, and the Association may either bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the costs of collection of any enforcement action, including reasonable counsel fees, shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for any assessment by non-use of the Common Area or abandonment of the property subject to assessment or any other means.

**XII.
APPEALS**

1. **Right of Appeal.** Any decision of the New Construction or Modification Committee, or any other committee appointed by the Board, may be appealed, provided that all subordinate avenues of resolution have been pursued and provided further that all parties involved comply with the decision of the committee until the Board amends or reverses the committee's decision.

2. **Appeals Petitions.** Appeals petitions shall be legibly written and shall be submitted in a form satisfactory to the Board.

3. **Hearing.** Any Member filing an appeal shall be entitled to a hearing before the Board upon at least seven (7) days prior written notice to all interested parties.

4. **Decisions.** Following the hearing, the Board may, by majority vote of a quorum, uphold the decision of the committee in its entirety, amend the decision, or overturn the decision.

5. **Further Action.** A Member shall exhaust all available remedies as provided in the Bylaws or the Declaration before the Member may resort to a court of law for relief from any committee decision. This limitation shall not apply to the Board or any Member where the complaint alleges non-payment of assessments.

XIV. MISCELLANEOUS

1. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

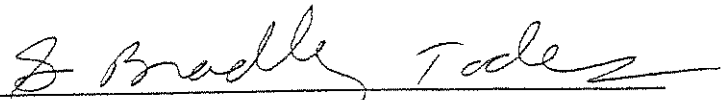
2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall be superior; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall be superior.

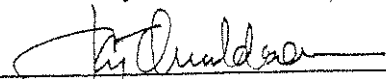
3. Any notice required to be sent to any Member pursuant to these Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Member on the records of the Association at the time of the mailing.

XV. AMENDMENTS

These Bylaws may be amended at any duly called meeting of the Members by a vote of a majority of a quorum of the votes present in person or by proxy. Any proposed amendments to these bylaws must be duly noticed to the membership per meeting notice requirements found in Article III, Section 3, of these Bylaws.

We, all being Directors of the Association, have executed these Bylaws on the 20th day of April, 1998.


S. Bradley Todes, President


Jay Thorwaldson, Vice President


Todd Chachere, Treasurer/Secretary

529-89-0651

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 on

DEC 29 1999



Beverly B. Hoffman

COUNTY CLERK
HARRIS COUNTY TEXAS

BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.

DESIGN GUIDELINES

EFFECTIVE APRIL 1, 2006

Baldwin Square Homeowners Association, Inc.
Design Guidelines
Effective April 1, 2006

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OVERVIEW

These Design Guidelines supersede and replace those certain Architectural Guidelines filed of record under County Clerk's File No. U149591 in the Official Public Records of Real Property of Harris County, Texas.*

The Declaration

A system of Design Guidelines is created by the following Declarations of Covenants, Conditions and Restrictions:

Amended and Restated Declaration of Covenants and Restrictions for
Baldwin Square, Harris County Clerk's File No.T183900, filed on
08/04/1998 and all amendments and supplements thereto.*

Section 9.6 of the Declaration authorizes the Architectural Committee, from time to time, to publish and promulgate Design Guidelines to supplement the Declaration in order to carry forward the spirit and intent of the Declaration. The terms used in these Design Guidelines have the same meaning as the terms used in the Declaration, unless otherwise indicated.

*All recording information refers to the Official Public Records of Real Property of Harris County, Texas.

Purpose and Objectives

The purpose of these design guidelines is to preserve the natural setting and beauty of the Property, to establish and preserve a harmonious and aesthetically pleasing design for Property and to protect and promote the value of the Property, subject to the restrictions set forth in the Declaration.

To preserve the architectural and aesthetic appearance of Property, no construction of exterior improvements, or modifications, additions, or alterations to existing exterior improvements (collectively, "Modifications"), shall be commenced or maintained by any Owner, with respect to any portion of the Property, unless and until said Modification has been approved in writing by the Baldwin Square Homeowners Association, Inc. (the "Association") as to its compliance with the Declaration and the design guidelines contained herein (the "Guidelines"). This includes, without limitation, the construction or installation of satellite dishes, sidewalks, driveways, parking sites, mail boxes, decks, patios, courtyards, awnings, walls, fences, exterior lights, garages, and any exterior addition to or change or alteration therein (including, without limitation, painting or

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staining of any exterior surface). In addition to reviewing compliance with the Declaration and these Guidelines, the Association may consider the aesthetics of any proposed Modification, including the harmony of external design, location, and appearance in relation to surrounding structures and topography, before granting approval of said Modification.

These Guidelines are intended to function as a summary of the Declaration and to comply with the requirements of the Declaration by establishing design guidelines for the Association, which has exclusive jurisdiction over modifications, additions, or alterations made to Townhomes or to Townhome Sites. Any terms with the first letter capitalized are either defined in these Guidelines, or in the Declaration. "Property" shall mean all Townhome Sites and Common Areas shown on the Subdivision Plats.

Application Procedure

Applications should include a cover letter, together with the Application Form (available from Association's managing agent or at www.baldwinsquare.org) explaining the proposed improvement(s). For extensive alterations, attach two (2) copies of a detailed site plan. It is recommended that a copy of the survey received at closing be used so that relative distances and dimensions can be reviewed. Make sure to include all pertinent information, specifications, color samples, building permits, etc., and a mailing address and phone number. All applications must be in writing. The Modifications Committee will only respond to written, facsimile, or electronic mail requests made to the Association's managing agent. Mail your applications to the Association's managing agent, as reflected in the Management Certificate filed of record from time to time in the Official Public Records of Real Property of Harris County, Texas

The Association's managing agent shall be contacted by the applicant within seven (7) days after the date of the application mailing to verify that it was received. Do not assume it was received.

It is the responsibility of the applicant to make sure he or she has the most current Guidelines before proceeding with any improvement. Check with any Modifications Committee or Board member to see if the Guidelines have been revised or amended.

The Association reserves the right to charge an application fee on a case by case basis, depending on the complexity of the requested improvement to pay for the services of an independent architect/land planner to review. The Owner shall pay any costs or expenses that the Association incurs in processing the Application.

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Approvals/ Disapprovals/ Processing Period

The Modifications Committee will respond in writing to all applications. Upon approval or disapproval, one (1) copy of the application will be marked and returned, along with an explanatory letter.

Please note that the Modifications Committee has forty-five (45) calendar days from date of receipt of a complete application within which to respond. If the Modifications Committee requires additional information, the application will be deemed rejected and the forty-five (45) day processing period will commence upon receipt of the additional information. Plans for the implementation of the proposed improvements should allow for the time required to complete the approval process. However, every effort will be made to respond promptly.

In the event the Modifications Committee fails to indicate its approval or disapproval within forty-five (45) days after receipt of the required documents, approval will not be required and the related covenants set out in the Declaration shall be deemed to have been fully satisfied, provided that the proposed improvements are generally in harmony with the scheme of the development as set forth in the Declaration and these Guidelines and do not violate any of the covenants. However, failure to respond on the part of the Modifications Committee does not imply permission to encroach on an easement or building line.

If an application is not approved, the Modifications Committee will state in its letter why such approval was denied and what type of application changes, if any, would alter that decision. If an applicant wishes to discuss or appeal a decision made by the Modifications Committee, the chairman of the committee should be contacted for an appointment. The Board of Directors shall have the final authority over all actions taken by the Modifications Committee.

No Modifications Committee member can approve his/her own improvement.

Please note that Modifications Committee approval is required prior to the installation or construction of any improvement or change. If an improvement is made without Modifications Committee approval, the Board of Directors for the Association has the legal right to enforce its removal.

Easements

The Modifications Committee cannot approve any application if there is an encroachment on an easement until the Owner provides Consent for Encroachment, or resubmits revised plans. Any non-portable structure on an easement is considered permanent, and thus an encroachment. Owners must secure a Consent to Encroachment or a Release of Easement from all affected utility companies. If your plans show an encroachment,

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obtain your Consent for Encroachment before applying to the Modifications Committee, or your application will be rejected. If you have an aerial easement on your Townhome Site, the utility company may permit you to place a permanent structure in the easement, as long as the structure is not higher than the aerial easement. To be on the safe side, you should discuss it with the utility company first.

Approval by the Modifications Committee of any encroachment of an easement shall not serve as an amendment or change of that easement and shall not create liability through the Modifications Committee. Any encroachment upon such easement shall be at the sole risk and expense of the Owner.

Variances

Each application is considered on its own merit and the Modifications Committee may grant a variance from these Guidelines or the Declaration if, in the sole discretion of the Modifications Committee, the circumstances warrant. Variances will be granted in writing only and, when given, will become part of these guidelines to the extent of the particular Townhome Site(s) involved. Because a variance may have been granted in one instance does not mean that improvements of a similar nature need not be applied for. Unless the Guidelines are amended and reissued, applications for improvements must be submitted, regardless of any variances previously granted.

Inspection

All improvements are subject to inspection by the Modifications Committee.

Compliance/ Non Compliance

As stated earlier, these Guidelines summarize all relevant stipulations from the Declaration, and also include supplementary details and restrictions that have been approved by the Board of Directors.

The Declaration was in existence prior to the sale of any Townhome in Baldwin Square. It is expected that all residents will comply with the restrictions and requirements specified in that document. This includes the requirement to file an application for approval to the Modifications Committee for all improvements, conditions or restrictions specified in the Declaration.

Owners shall comply with all applicable restrictions and shall observe the filing requirements for any improvements. An Owner is not in compliance if:

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- 1) An improvement was made that is/was prohibited at the time of the improvement; or,
- 2) An improvement was made and an application was not filed with the Modifications Committee.

Unapproved and/or prohibited improvements are subject to removal or modification at the Owner's expense, unless a variance is granted. Owners should apply to the Modifications Committee for any outstanding unapproved improvements.

Enforcement

The Declaration provides, as follows:

Enforcement of this Declaration may be initiated by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages or both, or enforcement of any lien created by this Declaration, but the failure of the Association or any Owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Complaints

Owners are encouraged to help maintain the beauty of the Property. To this end, we all have an obligation to conform to the Declaration and to these Guidelines, and to ensure non-complying improvements get corrected. Should you have a complaint regarding a violation, write to the Modifications Committee, care of the Association's management agent. All complaints will be handled in the same manner discussed under "Application Procedure".

Controlling Documents

In the event of a conflict between these Guidelines and the Declaration, the Declaration shall control.

GUIDELINES

1.0 Townhomes – Roofs, Gutters, and Exterior Elements

1.1 Masonry and roof requirements.

All Townhomes will be roofed with composition shingles in a color and style similar with that of the original Townhome. Aluminum simulated shingle roofs and wooden shingles are not acceptable. Any roof replacement shall require Modifications Committee approval.

1.2 Roof Penetrations.

Roof vents, utility penetrations, or other roof protrusions shall not be visible from the front street. Generally skylights should not be visible from the front street. An exception would be skylights that are part of the architectural style of the Townhome and are used to enhance that style. In such cases, the Modifications Committee will determine their appropriateness.

1.3 Gutters and downspouts.

Gutters and downspouts should be properly maintained, repaired and replaced as necessary. Replacement gutters and downspouts should be placed in positions similar to that of the original gutters and downspouts on each Townhome, or strategically placed to minimize their visibility to the front street. Gutters and downspouts must match painted wood trim surface. Replacement downspouts must be installed vertically and in a simple configuration. All gutters and downspouts must be installed so water runoff does not adversely affect adjacent Dwelling Unit. It is recommended that downspouts be buried or hidden in plant materials at the point where extensions carry water away from the building.

1.4 Exterior surfaces.

Exterior sidings and front facades must be generally maintained in good condition. To the extent necessary, repairs/replacements of facades and exterior siding should be completed using the same materials as was originally installed (i.e., brick facades and Hardiplank siding). Replacement materials should be similar in appearance and coloring to original materials.

1.5 Solar Panels are not permitted.

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- 1.6 Parabolic solar collectors are not allowed.
- 1.7 Solar window screens are not allowed.
- 1.8 Solar tinted window films are not allowed.
- 1.9 Basketball goals are not permitted.
- 1.10 Patio covers are not permitted
- 1.11 No wind generators shall be erected or maintained on any Townhome Site.
- 1.12 No outdoor carpeting shall be installed on any outdoor surface visible from the street or neighboring Townhomes.
- 1.13 No swing sets shall be permitted.
- 1.14 No window or wall-type air conditioners shall be permitted to be used, erected, placed, or maintained on, or in, any Townhome.

2.0 Outbuildings

- 2.1 An "outbuilding" is defined as any structure that is not attached to the main structure. This definition does not include bona fide additions to the main residence or garages, but does include storage sheds, gazebos, and playhouses/forts.
- 2.2 No outbuildings shall be constructed on the Property.

3.0 Exterior Painting

- 3.1 It is the intent of the Association to preserve the original style of our neighborhood, but not limit individual taste options. Due to the structural nature of adjoining Townhomes (lack of defined barriers) it is important to keep a harmonious visual "feel" of the Townhomes. The Modifications Committee will not approve paint colors that are not consistent in appearance with exterior paint color of the adjoining Townhomes (particularly in areas with continuous wall surfaces, such as in the rear of most Townhomes) in order to maintain a consistent appearance.
- 3.2 Even if an Owner intends to paint in accordance with an original color scheme, an application must be submitted and no work begun until approved by the Modifications Committee.

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- 3.3 The Modifications Committee must approve color changes. The color of brick used in Townhome and color of neighboring Townhomes are considerations.
- 3.4 Exterior paints and stains for each Townhome shall be selected to complement or harmonize with the colors of the other materials with which they are used.
- 3.5 The painting of brick facades is strictly prohibited.
- 3.6 The paint color scheme of each townhouse must not exceed more than three (3) colors per Townhome. Wood siding and trim should generally stay within the earth tone color family. Soft and muted earth tone pastel colors are acceptable. The use of white is also permitted.
- 3.7 Extremely bold colors; primary colors (red, yellow, blue) are prohibited. The variety and number of exterior colors on each Townhome should be held to a maximum of three (3), not inclusive of brick or front door color.

4.0 Exterior Doors, Windows, Storm Windows and Storm Doors

- 4.1 Exterior doors require regular maintenance including refinishing to look their best. Exterior doors may be restained or repainted the existing color without submitting a Modification Request to the Modifications Committee. Refinishing and/or painting doors to a different color other than the original will require submission of a Modifications Committee Application and approval obtained prior to completing the work.
- 4.2 Replacement doors should match the design intent of the original doors. If the original door had a “wood grain” finish, then it must be replaced with another “wood grain” door or a stained wood door. Replacement doors may have glass inserts/panels. If the original door was a solid material, painted door it may be replaced in kind. The door appearance/style should be consistent with style of the original Townhome. Owners are required to obtain approval from the Modifications Committee prior to installation of replacement doors.
- 4.3 Replacement entry door hardware should match the original installation in function. A decorative entry lockset will have to be replaced with the same. If the original installation was just a lockset, then it can be replaced with a lockset.
- 4.4 Replacement windows must be made of materials and of a style consistent with the original Townhome. Owners are required to obtain approval from the Modifications Committee prior to installation of replacement windows.

Baldwin Square Homeowners Association, Inc.
Design Guidelines
Effective April 1, 2006

- 4.5 The frames of storm windows and storm doors must be of a color compatible with the exterior Townhome colors and/or general use and appearance of the Townhome. Owners are required to obtain approval from the Modifications Committee prior to installation of storm windows and doors.
- 4.6 Awnings are not permitted.
- 4.7 Metal and wooden slat-type exterior shades are not permitted.

5.0 Antennas and Satellite Dishes

- 5.1 As used in this Section 5.0, the term “Antenna” shall be defined as: any device used for the transmission and receipt of video or audio services, telecommunications and fixed wireless signals, including direct broadcast satellite (DBS), television broadcast and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- 5.2 This Section 5.0 supersedes any prior standards and restrictions of the Association regarding Antennas, including Section 7.11 of the Declaration .
- 5.3 Subject to the criteria set forth below in this Paragraph 5.0, the following are Antennas covered by the Federal Communications Commission’s (“FCC”) Over the Air Reception Devices (OTARD) Rule and may be installed without the prior approval of the ACC:
 - (i) antennas designed to receive DBS service that are 39.4 inches (1 meter) or less in diameter may be installed;
 - (ii) antennas designed to receive MDS that are 39.4 inches (1 meter) or less in diameter; and
 - (iii) antennas designed to receive telecommunications and fixed wireless signals that are 39.4 inches (1 meter) or less in diameter may be installed (“Covered Antennas”)..
- 5.4 No Antenna that is not a Covered Antenna shall be allowed on any Townhome Site.
- 5.5 No Covered Antennas shall be placed, allowed, or maintained upon any Townhome Site, which are visible from any street; Common Area or another Townhome Site, unless it is impossible to receive an acceptable quality signal from any other location. In that event the Covered Antenna may be placed in the least visible location where reception of an acceptable quality signal is possible..

Baldwin Square Homeowners Association, Inc.
Design Guidelines
Effective April 1, 2006

- 5.6 After installation, the Board may require painting or screening of the Covered Antenna, which painting or screening does not substantially interfere with an acceptable quality signal.
- 5.7 In no event are the following items permitted:
- (i) satellite dishes, which are larger than one (1) meter in diameter and are visible from any street or exceed the height of the fence surrounding the lot.
 - (ii) broadcast antennas' masts, which exceed the height of the center ridge of the roofline;
 - (iii) the masts of MMDS antennas and other Covered Antennas that exceed the height of twelve feet (12') above the center ridge of the roofline (unless the occupant of the Townhome can prove to the satisfaction of the Board that an acceptable quality signal cannot otherwise be obtained and there are no safety concerns).
- 5.8 No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed, or maintained upon any Townhome Site, which transmit television, radio, satellite or other signals of any kind.
- 5.9 This Section 5.0 is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time. This Section 5.0 shall be interpreted to be as restrictive as possible, while not violating the Act.

6.0 Fences / Fence Extensions / Walls / Hedges

- 6.1 With the exceptions cited below, any fence, wall or hedgerow intended for the purposes of privacy and/or security shall be no greater than eight feet (8') in height and shall be no nearer to the front property line of the Townhome Site which it serves than the building line which is closest to that property line, subject to the following exceptions:
- 6.2 All proposed fences must be approved by the Modifications Committee.
- 6.3 All metal fencing shall be painted black.
- 6.4 No new wood fences (other than replacements for existing wood fences installed on any Townhome Site during the original construction period) shall be permitted.
- 6.5 Any wall, fence or hedge erected on a Townhome Site shall pass ownership with title to the Townhome Site and it shall be Owner's responsibility to maintain said wall, fence, or hedge thereafter.

Baldwin Square Homeowners Association, Inc.
Design Guidelines
Effective April 1, 2006

- 6.6 Replacement or repairs of fences, walls or hedges must be made with similar materials and construction details as used in original fence, wall or hedge. The Modifications Committee must approve replacement of any fence.
- 6.7 No chain link fence type construction will be permitted on any Townhome Site.
- 6.8 Fences must be maintained in good condition.
- 6.9 The maximum height for metal/wrought iron/wooden fencing is eight (8') feet.
- 6.10 Where pedestrian gates are proposed; they must be constructed of a material that is compatible to its respective fence type.
- 6.11 The black wrought iron fence enclosing each community is considered a common element and is maintained by the Association. Modification to such fence shall not be permitted. The locksets on each individual gate are the property of each Owner who is responsible for their maintenance. Replacement gate door hardware shall match the original installation in function and finish.

7.0 Decorations / Flag Poles

- 7.1 No decorative appurtenances such as sculptures, birdbaths, birdhouses, permanently affixed flag poles, fountains, or other decorative embellishments shall be placed on any portion of a Townhome Site. Christmas, holiday or other festive decorations of a temporary nature are permitted. Decorations must be removed within four (4) weeks after the calendar date of the holiday.
- 7.2 Burglar bars over windows are prohibited.
- 7.3 Townhome address numbers may be placed on the Townhome, but not on any type of freestanding structure.
- 7.4 Permanently affixed flagpoles are prohibited. For temporary use, bracket mounted flags, not greater than twelve (12) square feet in area and placed near the front entry of the Townhome, may be permitted.

8.0 Exterior Lighting

- 8.1 Additional exterior lighting should not be of a wattage or lumen count that will affect neighboring Town homes.

Baldwin Square Homeowners Association, Inc.
Design Guidelines
Effective April 1, 2006

- 8.2 Exterior decorative lights, security lights or floodlights must be aimed so as not to shine onto a neighboring property. The fixture color and shielding should be compatible with the building. Conduits and wiring must be concealed.
- 8.3 Low voltage landscape lighting must receive Modifications Committee approval prior to installation.
- 8.4 Exterior lights must not affect overall aesthetic appeal. The type, color and quality of all exterior site and Townhome lighting must be consistent with other existing lights on the property and in the neighborhood of the respective Townhome.
- 8.5 Colored lighting of any sort and the use of fluorescent and neon lighting is prohibited (except during recognized holiday seasons when such lighting is permitted).
- 8.6 Architectural accent lighting is permissible, but must be from an incandescent source.
- 8.7 Proposed walkway lighting should be inconspicuous and of a bollard or dome light design.
- 8.8 If the original fixture was controlled by a photocell, then the replacement fixture must also be controlled by a photocell.

9.0 Landscaping

- 9.1 General: Landscaping (defined as living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth, e.g., bark, mulch, etc.) is subject to Modifications Committee review and approval.. Only seasonal color plantings are to be deemed approved. Removal of grass in existing grassy areas or significant enlargements (greater than six (6) square feet in area) of flowerbeds into existing grassy areas requires Modifications Committee approval.
- 9.2 Trellises, window boxes, arbors, and permanent brick borders, must have Modifications Committee approval.
- 9.3 Landscape projects should take into account the effect on drainage from resident property and adjacent Dwelling Unit.
- 9.4 Artificial plants, trees, shrubs, flowers, etc. are not allowed as part of the landscaping.

Baldwin Square Homeowners Association, Inc.
Design Guidelines
Effective April 1, 2006

- 9.5 Birdbaths, water features and any nonliving landscaping additions are not permitted.

10.0 Driveway Extensions/Sidewalks

- 10.1 Driveways are considered a common element. Driveways may only be altered to perform repairs to underground utility pipes. An application must be submitted for any driveway removal, addition or modification.
- 10.2 Entry walks and sidewalks on each Townhome Site may be constructed of concrete or any other finish approved by the Modifications Committee. If masonry material is approved, it must be compatible, not only with the Townhome, but also with any other walkways or terraces on the Townhome Site.
- 10.3 A city permit must be obtained for any sidewalk or footpath constructed on any permanent right-of-way (between sidewalk and street). This permit should be included with the Modifications Committee application. Temporary (not built with concrete or mortar) sidewalks are permitted provided the placement does not interfere with general landscaping maintenance or have a “bright” appearance. Use of materials other than what has been designed for walkways (such as lumber, plastics, metal, bricks without mortar) is prohibited.
- 10.4 Asphalt driveways and sidewalks are specifically prohibited.
- 10.5 Painting or the application of topcoat on driveways and sidewalks is not permitted.

11.0 Garage Conversions

- 11.1 Conversions of a garage for any reason are not permitted.
- 11.2 Aluminum, sheet metal or fiberglass carports are not permitted.
- 11.3 Additional garages or carports are not permitted. Garage door replacements or alterations require Modifications Committee approval.

12.0 Signs, Advertisements, Billboards

- 12.1 Except as provided below, no signs, billboards, posters or advertising devices of any character advertising the Property for sale shall be erected or displayed to the public view on any Townhome Site except for one (1) sign of not more than 2’ x 3’ in area, fastened only to a stake in the ground and extending no more than 3’

Baldwin Square Homeowners Association, Inc.
Design Guidelines
Effective April 1, 2006

above ground. Signs, billboards, poster or advertising devices of any character advertising the Property for rent or lease are prohibited.

- 12.2 The Association shall have the right to remove any signs, advertisements, billboards, or structures placed on any Townhome Site and, in doing so, shall not be subject to any liability for trespass, any other tort or any civil or criminal liability in connection therewith or arising from such removal.
- 12.3 Contractor signs and painter signs are not permitted.
- 12.4 Commercial signs of any nature (including lost pet signs) are not permitted.
- 12.5 Signs that give notice of a Townhome security system are permitted if they are placed at or near the front entrance and are no larger than 144 square inches. Window stickers that give notice of a Townhome security system are also permitted.
- 12.6 Owners may place ground mounted political signs on their Townhome Site, which advertise a political candidate or ballot item for an election ("Political Signs"), provided the following criteria are met:
- (1) No Political Sign may be placed on a Townhome Site prior to the ninetieth (90th) day before the date of the election to which the sign relates, or remain on an Owner's Lot subsequent to the tenth (10th) day after the election date.
 - (2) No more than one (1) Political Sign is allowed per political candidate or ballot item.
 - (3) No Political Sign may: (a) contain roofing material, siding, paving, materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (b) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (c) include the painting of architectural surfaces; (d) threaten the public health or safety; (e) be larger than four feet by six feet (6'); (f) violate a law; (g) contain language, graphics, or any display that would be offensive to the ordinary person; or (h) be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.
- 12.7 The Modifications Committee shall have control over the wording, design, appearance, size, quantity, and location of all signs. Except for signs adhering to the standards of sections 12.1 or 12.6, all signs within the Property shall be subject to the prior written approval of the Modifications Committee.

Baldwin Square Homeowners Association, Inc.
Design Guidelines
Effective April 1, 2006

13.0 Storage of Materials

- 13.1 No materials of a non-decorative nature (building construction, empty flower pots, toys, debris, etc.) may be placed or stored on Townhome Sites. Building materials necessary for an internal modification or for an approved external Modification may be temporarily placed on Townhome Sites and must be kept in a neat, clean and orderly condition. No materials may be stored on a Townhome Site for more than 21 days.
- 13.2 No materials may be placed on the street, or between the curb and the property line.

14.0 Temporary Structures

- 14.1 No structure of a temporary character (sales structure, trailer, travel trailer, tent, shack, garage, barn, or other outbuildings) shall be used on any Townhome Site at any time as a residence, either temporarily or permanently.
- 14.2 No trailer, camper, recreational vehicles, or similar vehicles shall at any time be parked on a Townhome Site or connected to utilities from a Townhome Site.
- 14.3 No dwelling previously constructed elsewhere may be moved onto any Townhome Site. This specifically includes mobile homes, or the use of a mobile home, in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which wheels have been left attached.

RESIDENTIAL INSPECTION GUIDELINES

A. Townhome Repairs

Notices to make Townhome repairs will be sent when:

1. Garage doors are dented and/or when garage door windows have been broken.
2. Rain gutters are bent, sagging or hanging.
3. Trim on doors, windows, gutters, or other exterior surfaces of any Townhome are rotting, covered with mildew, or are otherwise visibly deteriorating.

B. Townhome Painting

Notice to paint or clean exterior surfaces will be sent when the following is occurring:

1. Paint is discoloring.
2. Wood is seen under coat of paint.
3. Paint is chipping off of Townhome.
4. Mildew is visible on exterior surfaces.
5. Front door stain/paint is discolored, faded, worn or otherwise deteriorated.

C. Debris, Toys, and other materials placed on Townhome Sites

Notice will be sent when the following occurs:

1. Wood or lumber is stored against the Townhome and can be seen from the street.
2. Empty plant containers on the Townhome Site are generally visible from the street, sidewalk, Common Areas, or adjacent Townhome Sites.
3. Toys or bicycles are left on the Townhome Site for more than 24 hours.
4. Bricks, sawhorses, paint cans (building materials) are on the Townhome Site.
5. Plastic tarps and/or covers are visible on a Townhome Site.
6. Debris, trash, or items to be discarded are not placed out on regular trash days and are left in public view for more than 24 hours.

Baldwin Square Homeowners Association, Inc.
Design Guidelines
Effective April 1, 2006

D. Maintenance of Landscaped Areas

Notice will be sent when landscaped areas on a Townhome Site (other than those areas maintained in common by the Association) become unkempt, overgrown, covered with weeds, or if plants have become visibly diseased or dead.

E. Trash Cans

Notice will be sent when trashcans routinely remain in public view more than 24 hours after regular trash collection days.

F. Decorative Appurtenances

Notice will be sent for maintenance of decorative appurtenances or their removal when the following occurs:

1. When paint is chipping and appurtenance is in need of new paint.
2. When decorations are placed in the yard that do not concur with the scheme of the community, or where the Owner has not complied with Section 10 of these Design Guidelines (including obtaining Modifications Committee approval, if required)
3. When repair or replacement is needed.

NOTE: The examples provided above are for informational purposes only and notices may also be sent for other reasons.

Rules and Regulations

As provided in the "Amended and Restated Declaration of Covenants and Restrictions for Baldwin Square" as amended or supplemented (the Declaration), the Board of Directors has adopted the following Rules and Regulations.

I. Parking (Effective April 1, 2006)

A. Regulations

1. Owners, residents, and visitors of the Baldwin Square Property and its Subdivisions, as defined in the Declaration, must park their vehicles inside the Owner's or Resident's Townhome garages or on public streets outside of the Property.
2. Parking anywhere on the Shared Driveway or in the Common Area is prohibited except in, and only in, clearly marked parking spaces created and approved by the Association.
3. The Board may adopt additional Regulations or modify existing ones at any time provided that they do not conflict with the Declaration.

B. Enforcement

Any vehicle parked or left unattended violating these Regulations shall be towed at the owner's expense.

BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.
PAYMENT PLAN POLICY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Baldwin Square Homeowners Association, Inc. (the "Association"), is the governing entity for Baldwin Square, an addition in Harris County, Texas, as more particularly described in Exhibit "A", attached hereto (the "Subdivision"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.0062, which requires the Association to adopt and record alternative payment schedule guidelines ("Payment Plans") for assessments; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein;

NOW THEREFORE, in order to comply with Section 209.0062, the Association hereby adopts the following Payment Plan guidelines:

- 1) All Owners are entitled to one approved Payment Plan to pay their annual assessment.
- 2) All Payment Plans require monthly payments.
- 3) Upon request, all Owners are automatically approved for a Payment Plan consisting of 25% down, with the balance paid off in 3 monthly installments.
- 4) Alternative Payment Plan proposals shall be submitted to and approved by the Association in writing; the Association is not obligated to approve alternative Payment Plan proposals.
- 5) A Payment Plan must include sequential monthly payments. The total of all proposed payments under the Plan must equal the current balance plus the Payment Plan administrative fees, plus the estimated accrued interest.
- 6) If an owner requests a Payment Plan that will extend into the next assessment period, the owner shall be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- 7) All Payment Plans must be in writing on a form provided by the Association, or a form otherwise approved by the Association.

- 8) If an owner defaults on the Payment Plan the Payment Plan is terminated. Default of a Payment Plan includes:
- a) failing to return a signed Payment Plan form with the down payment;
 - b) missing a payment due in a calendar month (including NSF checks); or
 - c) failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.
- 9) If an owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the owner for the next two years after the date of default.
- 10) No Payment Plan may last less than 3 months or more than 18 months.
- 11) The Association may only charge interest throughout the Payment Plan and the reasonable costs of administering the Payment Plan, while an owner is current on their Payment Plan.

BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.

CERTIFICATION

"I, the undersigned, being the President of Baldwin Square Homeowners Association, Inc. hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 14 day of December, 2011."

By: Dianne Reece President

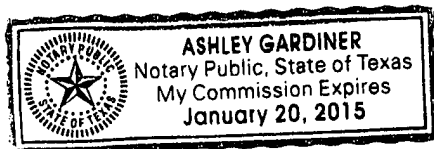
Print name: Dianne Reece

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 14 day of Dec, 2011.



Ashley Gardiner
Notary Public, State of Texas

EXHIBIT "A"

Baldwin Square-April 3, 1998, under Clerk's File no. S943664 of the Map Records of Harris County, Texas.

Declaration of Covenants and Restrictions for Baldwin Square, on or about April 18, 1998 under Clerk's File No. S968235 and Film Code No. 518-05-0766, in the Deed Records of Harris County, Texas, together with any other filings of records (if any). 12

Amended and Restated Declaration of Covenants and Restrictions for Baldwin Square, on or about, August 4, 1998 under Clerk's File No. T183900 and Film Code No. 520-24-2404, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

First Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Squire II), on or about August 18, 1998, under Clerk's File No T212583 and Film Code No. 520-53-0854, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Second Supplemental Declarations of Covenants and Restrictions for Baldwin Square (Annexing Crawford Court), on or about October 30, 1998, under Clerk's File No. T353601 and Film Code No. 521-95-2666 in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Third Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Court), on or about November 30, 1998, under Clerk's File No. T406397 and Film Code No. 522-48-2658, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Amended and Restated First Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Square Section Two), on or about December 4, 1998, under Clerk's File No. T419364 and Film Code No. 522-63-0292, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Fourth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing 2915, 2917 and 1919 Caroline, and 1307, 1311 and 1315 Anita), on or about March 22, 1999 under Clerk's File No. T611195 and Film Code No. 524-52-3587, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Amended and Restated Fourth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing 1919, 1921 and 2923 Caroline, and 1307, 1311 and 1315 Anita), on or about June 3, 1999 under Clerk's File No.

T762339 and Film Code No. 525-00-2145, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Fifth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Square Section Three and Baldwin Square Section Four), on or about June 29, 1999 under Clerk's File No. T813168 and Film Code No. 526-51-1150, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Amended and Restated Second Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Crawford Court), on or about July 27, 1999 under Clerk's File No. T868640 and Film Code No. 527-06-3888, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Sixth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Square Section Five), on or about October 21, 1999 under Clerk's File No. U035681 and Film Code No. 528-73-0544, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

First Amendment to Declaration of Covenants and Restrictions for Baldwin Square, on or about November 16, 1999 under Clerk's File No. U081233 and Film Code No. 529-16-0515, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Baldwin Square Homeowners Association, Inc. Architectural Control Guidelines for Modifications Committee, on or about December 29, 1999 under Clerk's File No. U149591 and Film Code No. 529-89-0621, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

First Amendment to Architectural Guidelines for the Modifications Committee for Baldwin Square Homeowners Association, Inc., on or about December 29, 1999 under Clerk's File No. U149592 and Film Code No. 529-89-0638, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Seventh Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Dennis Street Townhomes, Section Two), on or about April 25, 2000 under Clerk's File No. U350258 and Film Code 531-91-2079, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Eighth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Tuam Street Townhomes, Section Two), on or about May 10, 2000 under Clerk's File No. U381988 and Film Code 532-23-0581, in the Deed

Records of Harris County, Texas together with any other filings of records (if any).

Ninth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Anita Street Townhomes, Section Two), on or about October 18, 2001 under Clerk's File No. V369465 and Film Code 545-05-1990, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

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After Recording Return to:
Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

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.

JAN 10 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
2012 JAN 10 AM 11:16
Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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NOTICE
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BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.

RECORDS RETENTION POLICY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Baldwin Square Homeowners Association, Inc. (the "Association"), is the governing entity for Baldwin Square, an addition in Harris County, Texas, as more particularly described in Exhibit "A", attached hereto (the "Subdivision"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.005(m), which requires the Association to adopt and record a policy regarding retention of Association Books and Records; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein;

NOW THEREFORE, in order to comply with Section 209.005(m), the Association hereby adopts the following Records Retention Policy:

The Association shall maintain its records as follows:

<u>RECORD</u>	<u>RETENTION PERIOD</u>
Certificate of Formation/ Articles of Incorporation, Bylaws, Declarations and all amendments to those documents.	PERMANENT
Association Tax Returns and Tax Audits	SEVEN (7) YEARS
Financial Books and Records	SEVEN (7) YEARS
Account Records of Current Owners	FIVE (5) YEARS
Contracts with a term of more than one year	FOUR (4) YEARS AFTER CONTRACT EXPIRES
Minutes of Member Meetings and Board Meetings	SEVEN (7) YEARS

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable records may be destroyed.

BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.

CERTIFICATION

"I, the undersigned, being the President of Baldwin Square Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 14 day of December, 2011." /m

By: Dianne Reece, President

Print name: Dianne Reece

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 14 day of Dec, 2011.

Ashley Gardiner
Notary Public, State of Texas

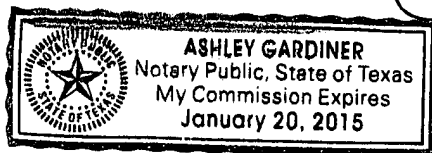


EXHIBIT "A"

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Declaration of Covenants and Restrictions for Baldwin Square, on or about April 18, 1998 under Clerk's File No. S968235 and Film Code No. 518-05-0766, in the Deed Records of Harris County, Texas, together with any other filings of records (if any).

Amended and Restated Declaration of Covenants and Restrictions for Baldwin Square, on or about, August 4, 1998 under Clerk's File No. T183900 and Film Code No. 520-24-2404, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

First Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Squire II), on or about August 18, 1998, under Clerk's File No T212583 and Film Code No. 520-53-0854, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Second Supplemental Declarations of Covenants and Restrictions for Baldwin Square (Annexing Crawford Court), on or about October 30, 1998, under Clerk's File No. T353601 and Film Code No. 521-95-2666 in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Third Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Court), on or about November 30, 1998, under Clerk's File No. T406397 and Film Code No. 522-48-2658, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Amended and Restated First Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Square Section Two), on or about December 4, 1998, under Clerk's File No. T419364 and Film Code No. 522-63-0292, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Fourth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing 2915, 2917 and 1919 Caroline, and 1307, 1311 and 1315 Anita), on or about March 22, 1999 under Clerk's File No. T611195 and Film Code No. 524-52-3587, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Amended and Restated Fourth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing 1919, 1921 and 2923 Caroline, and 1307, 1311 and 1315 Anita), on or about June 3, 1999 under Clerk's File No.

T762339 and Film Code No. 525-00-2145, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Fifth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Square Section Three and Baldwin Square Section Four), on or about June 29, 1999 under Clerk's File No. T813168 and Film Code No. 526-51-1150, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Amended and Restated Second Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Crawford Court), on or about July 27, 1999 under Clerk's File No. T868640 and Film Code No. 527-06-3888, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Sixth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Square Section Five), on or about October 21, 1999 under Clerk's File No. U035681 and Film Code No. 528-73-0544, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

First Amendment to Declaration of Covenants and Restrictions for Baldwin Square, on or about November 16, 1999 under Clerk's File No. U081233 and Film Code No. 529-16-0515, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Baldwin Square Homeowners Association, Inc. Architectural Control Guidelines for Modifications Committee, on or about December 29, 1999 under Clerk's File No. U149591 and Film Code No. 529-89-0621, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

First Amendment to Architectural Guidelines for the Modifications Committee for Baldwin Square Homeowners Association, Inc., on or about December 29, 1999 under Clerk's File No. U149592 and Film Code No. 529-89-0638, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Seventh Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Dennis Street Townhomes, Section Two), on or about April 25, 2000 under Clerk's File No. U350258 and Film Code 531-91-2079, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Eighth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Tuam Street Townhomes, Section Two), on or about May 10, 2000 under Clerk's File No. U381988 and Film Code 532-23-0581, in the Deed

Records of Harris County, Texas together with any other filings of records (if any).

Ninth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Anita Street Townhomes, Section Two), on or about October 18, 2001 under Clerk's File No. V369465 and Film Code 545-05-1990, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

✓✓
After Recording Return to:
Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

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

JAN 10 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2012 JAN 10 AM 11:16

FILED

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NOTICE
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BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.
REGULATION OF SOLAR PANELS, ROOF SHINGLES,
FLAGS, FLAG POLES, RELIGIOUS ITEMS AND RAIN BARRELS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC., (the "Association"), is the governing entity for Baldwin Square, an addition in Harris County, Texas, as more particularly described in Exhibit "A", attached hereto (the "Subdivision"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Sections 202.010, 202.011, 202.012, 202.018, and 202.007(d) which require the Associations to allow solar panels, certain roofing materials, flags, flag poles, religious items and rain barrels, and authorizes the Association to regulate such items; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein; and

WHEREAS, in the event of a conflict between these Regulations and any previously adopted regulations regarding this subject matter, these Regulations shall control;

NOW THEREFORE, in accordance with the foregoing, the Association hereby adopts the following Regulations:

I. Solar panels are permitted to the extent required by 202.010 of the Texas Property Code, subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the Modifications Committee (MC) prior to installation of any solar panels or other solar items (collectively "Solar Panels") permitted by 202.010.
- 2) Solar Panels shall be located in a fenced-in yard or patio OR on the roof of the house or other approved structure, not visible from the front of the structure, and in a location approved by the MC (subject to any limitation imposed by 202.010).
- 3) Solar Panels shall be located entirely on the property of the owner erecting the Solar Panels and shall not be located on any other lot, property or common area.
- 4) When mounted on a structure, no Solar Panel may be higher or wider than the roofline of the structure it is mounted on.

- 5) When mounted on a structure, the top edge of all Solar Panels shall be parallel with the roofline and shall conform to the slope of the roofline.
- 6) If located in a fenced-in yard or patio, the Solar Panels shall be lower than the fence line of the yard or patio.
- 7) Solar Panels shall not cause an unreasonable or disproportionate visual impact on neighboring lots. If the Solar Panels would "substantially interfere with the use and enjoyment of land causing unreasonable discomfort or annoyance to persons of ordinary sensibilities" it will not be allowed unless all adjoining owner's give their written approval. The Modifications Committee (MC) will decide what is an unreasonable or disproportionate visual impact on neighboring lots and will inform the property owner of what changes must be made to correct any unreasonable or disproportionate visual impact.
- 8) Solar Panel frames, brackets, wires and pipes shall be a shade of silver, bronze or black.

II. To the extent required by 202.011 of the Texas Property Code, Owners are entitled to install roof shingles designed primarily to be wind and/or hail resistant; shingles that provide heating and cooling efficiencies greater than those provided by customary composite shingles; and shingles that provide solar generation capabilities (collectively referred to as "Alternative Shingles"), subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the MC prior to installation, alteration or modification of Alternative Shingles.
- 2) Alternative Shingles shall resemble the shingles commonly used on property in the Association.
- 3) Alternative Shingles shall be more durable than and of equal or superior quality than the shingles commonly used on property in the Association.
- 4) Alternative Shingles shall match the aesthetics of the property surrounding the owner's property.

III. To the extent required by 202.012 of the Texas Property Code, Owners are entitled to display a United States Flag, a Texas State Flag, or a replica flag of any branch of the United States Armed Forces ("Permitted Flags"), and to install a flag pole on their property for the purpose of displaying the Permitted Flags; subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the MC prior to installation of any flag pole.
- 2) United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.

- 3) The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 4) Only Permitted Flags may be displayed within the Association.
- 5) Permitted Flags shall be displayed from a pole attached to a structure OR from a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage or entry door.
- 6) A flag pole attached to a structure shall be limited to one per lot, shall be no more than 6 feet long and shall be securely attached by a bracket with an angle of 30 to 45 degrees down from vertical. The flag pole shall be attached in such a manner as to not damage the structure. One attached flag pole is allowed on the front portion of a structure facing the street in a location approved by the MC. Brackets which accommodate multiple flag poles are prohibited.
- 7) A flag pole, whether attached to a dwelling or freestanding, shall be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flag pole and harmonious with the dwelling. Flag poles shall be commercially produced and not home-made, they shall not be constructed of wood or plastic.
- 8) Only one of each Permitted Flag may be displayed at any one time.
- 9) The flag display and flag pole shall conform to all setbacks, easements, and zoning ordinances.
- 10) Flags and flag poles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition shall be repaired, replaced or removed.
- 11) Free-standing flag poles, are limited to one per lot, in a location approved by the MC in writing, and shall not exceed 20 feet in height (including any ornamental cap) and 9 inches in diameter. Free-standing flag poles shall be permanently installed in the ground according to the manufacturer's instructions.
- 12) Permitted Flags are limited in size to 3 feet tall by 5 feet wide.
- 13) Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting shall be:
 - a) approved in writing by the MC prior to installation, and

- b) shall be ground mounted in the vicinity of the flag, and
 - c) shall utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover, and
 - d) shall point towards the center of the flag and face the main structure on the property or to the center of the property if there is no structure, and
 - e) shall not provide illumination exceeding the equivalent of a 60 watt incandescent bulb.
- 14) Flag poles shall not generate unreasonable noise levels which would disturb the surrounding residents. In order to minimize noise all flag poles shall utilize vinyl or plastic snap hooks, shall utilize snap hook covers and may secure a rope around the flag pole with a flag pole clasp, or do whatever else is necessary to comply.
 - 15) An owner can only place a flag pole or flag on his own property and no other lot, property or common area.
 - 16) Flag poles are permitted solely for the purpose of displaying Permitted Flags. If a flag pole is not longer used on a daily basis it shall be removed by the Owner.

IV. Religious Items related to any faith that is motivated by an Owner's sincere religious belief or tradition, may be displayed, as required by 202.018 of the Texas Property Code, subject to the following regulations:

- 1) The religious item cannot threaten public health or safety.
- 2) The religious item cannot violate any law.
- 3) The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
- 4) The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
- 5) The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
- 6) The Association may remove any item that does not conform to these regulations.

V. Rainwater Recovery Barrels or Systems ("Barrels/System") shall be permitted to the extent required by 202.007(d), subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the MC prior to installation of any Barrels/System.

- 2) The Barrels/System must be of a color that is consistent with the color scheme of the owner's home.
- 3) The Barrels/System cannot be located between the front of the owner's home and an adjoining or adjacent street. (the front yard)
- 4) The Barrels/System must not display any language or other content that is not typically included on the item when it is manufactured.
- 5) The Association may regulate the size, type, materials and manner of screening for Barrels/System that are visible from the street, another lot, or common area.
- 6) There must be sufficient area on the owner's property to install the Barrels/System, no Barrels/ System shall be located on or extend onto any property other than the owner's lot.
- 7) Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Barrels/ System, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common are.
- 8) Screening may be accomplished by an approved solid fence, structure or vegetation; by burying the tanks/barrels; or by placing the equipment in an outbuilding approved by the MC.
- 9) A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above, so long as:
 - a) the barrel does not exceed 55 gallons, and
 - b) the barrel is installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle, and
 - c) the barrel is fully painted in a single color to blend with the adjacent home or vegetation, and
 - d) any hoses attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible location when not in use.
- 10) Overflow lines from a System must not be directed onto or adversely affect adjacent properties or common areas.
- 11) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices.

Open top storage containers are prohibited, however, where space allows and where appropriate as determined by the Association, MC approved ponds may be used for water storage.

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

13) All systems shall be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view of any street or common area.

BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.

CERTIFICATION

"I, the undersigned, being the President of Baldwin Square Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 14 day of December, 2011." 19u

By: Dianne Reece, President

Print name: Dianne Reece

ACKNOWLEDGEMENT

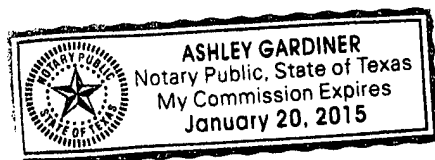
STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 14 day of Dec, 2011.



Ashley Gardiner
Notary Public, State of Texas

EXHIBIT "A"

Baldwin Square-April 3, 1998, under Clerk's File no. S943664 of the Map Records of Harris County, Texas.

Declaration of Covenants and Restrictions for Baldwin Square, on or about April 18, 1998 under Clerk's File No. S968235 and Film Code No. 518-05-0766, in the Deed Records of Harris County, Texas, together with any other filings of records (if any). *see*

Amended and Restated Declaration of Covenants and Restrictions for Baldwin Square, on or about, August 4, 1998 under Clerk's File No. T183900 and Film Code No. 520-24-2404, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

First Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Squire II), on or about August 18, 1998, under Clerk's File No T212583 and Film Code No. 520-53-0854, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Second Supplemental Declarations of Covenants and Restrictions for Baldwin Square (Annexing Crawford Court), on or about October 30, 1998, under Clerk's File No. T353601 and Film Code No. 521-95-2666 in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Third Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Court), on or about November 30, 1998, under Clerk's File No. T406397 and Film Code No. 522-48-2658, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Amended and Restated First Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Square Section Two), on or about December 4, 1998, under Clerk's File No. T419364 and Film Code No. 522-63-0292, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Fourth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing 2915, 2917 and 1919 Caroline, and 1307, 1311 and 1315 Anita), on or about March 22, 1999 under Clerk's File No. T611195 and Film Code No. 524-52-3587, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Amended and Restated Fourth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing 1919, 1921 and 2923 Caroline, and 1307, 1311 and 1315 Anita), on or about June 3, 1999 under Clerk's File No.

T762339 and Film Code No. 525-00-2145, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Fifth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Square Section Three and Baldwin Square Section Four), on or about June 29, 1999 under Clerk's File No. T813168 and Film Code No. 526-51-1150, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Amended and Restated Second Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Crawford Court), on or about July 27, 1999 under Clerk's File No. T868640 and Film Code No. 527-06-3888, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Sixth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Baldwin Square Section Five), on or about October 21, 1999 under Clerk's File No. U035681 and Film Code No. 528-73-0544, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

First Amendment to Declaration of Covenants and Restrictions for Baldwin Square, on or about November 16, 1999 under Clerk's File No. U081233 and Film Code No. 529-16-0515, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Baldwin Square Homeowners Association, Inc. Architectural Control Guidelines for Modifications Committee, on or about December 29, 1999 under Clerk's File No. U149591 and Film Code No. 529-89-0621, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

First Amendment to Architectural Guidelines for the Modifications Committee for Baldwin Square Homeowners Association, Inc., on or about December 29, 1999 under Clerk's File No. U149592 and Film Code No. 529-89-0638, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Seventh Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Dennis Street Townhomes, Section Two), on or about April 25, 2000 under Clerk's File No. U350258 and Film Code 531-91-2079, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Eighth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Tuam Street Townhomes, Section Two), on or about May 10,

2000 under Clerk's File No. U381988 and Film Code 532-23-0581, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

Ninth Supplemental Declaration of Covenants and Restrictions for Baldwin Square (Annexing Anita Street Townhomes, Section Two), on or about October 18, 2001 under Clerk's File No. V369465 and Film Code 545-05-1990, in the Deed Records of Harris County, Texas together with any other filings of records (if any).

✓
After Recording Return to:
Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

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.

JAN 10 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
2012 JAN 10 AM 11:16
Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Baldwin Square Homeowners Association
c/o Midtown Management Corporation
2450 Louisiana, Suite 400-409 Houston, Texas 77006
(713) 489-4901 Fax: (832) 900-4939
Email: info@midtownmgmt.com

APPLICATION FOR HOME IMPROVEMENT

Application # _____

Return Form To: **Baldwin Square Homeowners Association**
c/o MIDTOWN MANAGEMENT CORP.

Date Received _____

2450 LOUISIANA ST., SUITE 400-409
HOUSTON, TX 77006

The Declaration of Covenants and Restrictions require that a homeowner must obtain approval from the Association's Modification Committee BEFORE changing, altering or maintaining any type of construction or landscaping on their deeded property. The Association has the right to have any homeowner remove or change any exterior improvement, which has not been approved by the Modification Committee. The Association does not warrant, represent or guarantee the structural integrity of the structure, the fitness for intended use of the structure or that the structure portrayed in the application submittal complies with any governmental building codes or city ordinances.

To request approval, please complete in detail the information listed below:

Owner's Name(s) _____ Home Phone _____

Property Address _____ Work Phone _____

Mailing Address _____ e- mail: _____

Location of improvement (check all that apply)

Front of townhome _____ Rear of townhome _____ Patio _____ Other _____

1. **SUBMISSIONS FOR ADDITIONS OR ALTERATIONS OF IMPROVEMENT MUST INCLUDE:** Sketches; site plan (survey) showing house, lot lines dimensions and easements; elevations (including side views) showing dimensions and photos sufficient to describe the project in detail. **FOR ANY EXTERIOR PAINTING REQUESTS**, a color photograph of the property that includes the façade brick and samples of the proposed paint to be used must be included with this application. If you have any questions, please contact Sonya Bradley at 713/489-4901. Colors and materials to be used in the modification must be those allowed in the Design Guidelines.

Baldwin Square Homeowners Association
c/o Midtown Management Corporation
2450 Louisiana, Suite 400-409; Houston, TX 77006
(713) 489-4901 Fax: (832) 900-4939
Email: info@midownmgmt.com

2. Attach drawing or sketch of proposed improvement, and/or product data sheet.

I understand that this request requires a forty-five (45) days for review by the Modification Committee. I also understand that if enough information is not included in this REQUEST FOR HOME IMPROVEMENT APPLICATION, for the Committee to make a valid judgment about the quality and appearance of the improvement, it will be returned DISAPPROVED and will have to be resubmitted as a new request with more complete information. I agree not to begin proposes improvement(s) until I have been notified of the MC decision.

_____ Signature of Homeowner	_____ Improvement Start Date	_____ Completion Date

() APPROVED () DISAPPROVED

Approval subject to the following conditions: _____

Baldwin Square Homeowner Association – MODIFICATIONS COMMITTEE

By: _____ Title: _____ Date: _____

COMMENTS:

*****ESTE DOCUMENTO ES MUY IMPORTANTE. SI USTED NO PUEDE LEER INGLES, POR FAVOR CONSIGA A ALGUIEN PARA QUE LE TRADUZCA ESTE DOCUMENTO*****

**PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE
FOR
BALDWIN SQUARE HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Director of Property Management of Baldwin Square Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code which supersedes any prior Management Certificate filed by Baldwin Square Homeowners Association, Inc.:

1. Name of Subdivision: Baldwin Square
2. Name of Association: Baldwin Square Homeowners Association, Inc.
3. Recording Data for the Subdivision
 - a.) Baldwin Square, a subdivision in the City of Houston, Harris County, Texas, according to the map or plat thereof recorded under Clerk's File Number S943664 of the Map Records of Harris County, Texas
4. Recording Data for the Declaration:
 - a.) Declaration of Covenants, Conditions and Restrictions for Baldwin Square Homeowners Association, Inc., recorded under File Number S968235 in the Official Public Records of Real Property of Harris County, Texas;
5. Name and Mailing Address of the Association is: Baldwin Square Homeowners Association, Inc., c/o Midtown Management Corporation, 2450 Louisiana St, Ste. 400-409, Houston, Texas 77006-2318.
6. Name and Mailing Address of Person Managing the Association or Its Designated Representative is: Midtown Management Corporation, 2450 Louisiana St, Ste. 400-409 Houston, Texas 77006-2318
7. Telephone Number to Contact the Association is: Baldwin Square Homeowners Association, Inc, 713-489-4901.
8. Email Address to Contact the Association: info@midtownmgmt.com
9. The Association's website may be found at: www.baldwinsquare.org

10. Fees charged by the Association upon the sale or transfer of Property:

- a. Resale Certificate: \$375.00 or more, not to exceed the maximum allowable rate.
- b. Updated Certificate: \$75.00.
- c. Transfer Fee: \$300.00.
- d. Refinance Statement of Account \$160.00

Executed on this the 30th day of September 2021.

BALDWIN SQUARE HOMEOWNERS
ASSOCIATION, INC.

By:

Sonya Bradley
Sonya Bradley, Property Manager

THE STATE OF TEXAS

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§
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ACKNOWLEDGMENT

COUNTY OF HARRIS

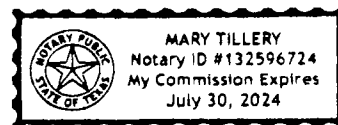
BEFORE ME, the undersigned notary public, on this the 30th day of September 2021, personally appeared Sonya Bradley, Property Manager of Baldwin Square Homeowners Association, Inc, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed and on behalf of the Association.

M. Tillery
Notary Public in and for the State of Texas

ELECTRONICALLY RECORDED BY:



6548 GREATWOOD PKWY.
SUGAR LAND, TEXAS 77479



RP-2021-688481
Pages 3
12/02/2021 08:29 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

RECORDERS MEMORANDUM

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

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

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-688481