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POA/MC  
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RP-2022-458986  
09/12/2022 RP1 \$174.00

MANAGEMENT CERTIFICATE  
FOR  
WESTLAND SECTION 4 ASSOCIATION

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

Pursuant to the provisions of Section 209.004 of the Texas Property Code, the undersigned property owner's association hereby records this Management Certificate for WESTLAND SECTION 4 homeowner's Association.

- (1) the name of the subdivision is WESTLAND SECTION 4.
- (2) the name of the association is WESTLAND SECTION 4 Owner's Association.
- (3) the recording data for the Subdivision Plat creating the WESTLAND SECTION 4 Subdivision Development is: Plat No H545850 the Plat Records of Harris County, Texas was filed on February 3, 1984.
- (4) the Instrument and Recording data for the Association (Attached):  
Restated Declaration of Covenants, Conditions, and Restrictions for Westland Section 4 Owner's Association, filed for record as Document File R 629984 10-18-1995, in the Real Property Records of Harris County, Texas
- (5) The managing agent of record is Paragon Property Management, LLC, PO Box 55712, Houston TX 77255-5712
- (6) the name and mailing address of Property Management agent are Paragon Property Management, PO Box 55712, Houston TX 77255-5712,
- (7) the main contact number is 713-242-1285
- (8) The charge for providing a Resale Certificate to the Title Companies, prospective buyers, and others (pursuant to Section 207.003 of the Texas Property Code) is \$350 and the transfer fee is \$350, both payable to Paragon Property Management

(9) Attachments:

Amended and Restated Declaration of Covenants, Conditions, and  
Restrictions File R 629984 10-18-1995

Articles of Incorporation, Filed with Secretary of State of Texas on 11-28-1995,  
021KDNG/086A01, Page 529-89-2373

IN WITNESS WHEREOF, the undersigned has caused this Notice to be executed  
as of the date below.

ASSOCIATION:

WESTLAND SECTION 4 OWNERS ASSOCIATION

A Texas nonprofit corporation

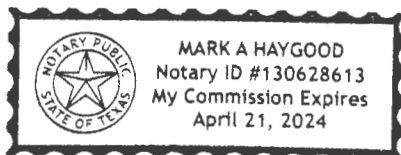
By: D. Vaughton

Dorothy Vaughton, Paragon Property Management, LLC

Date: 9/12/22

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 12 day of September,  
2022, by Dorothy Vaughton (personally known to me or produced Driver License as 20R  
identification), Owner of Paragon Property Management, LLC, Managing Agent of Westland  
Section 4 Owner's Association, a Texas nonprofit corporation, on behalf of said corporation.



Mark A. Haygood  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Paragon Property Management  
PO Box 55712  
Houston TX 77255-5712

*Amend*  
R629984

505-79-0521

AMENDED AND RESTATED PROTECTIVE COVENANTS  
(WESTLAND, SECTION FOUR)

10/18/95 200066814 R 629984

\$67.00

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

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That Mapleleaf Acquisition Corporation, a Texas corporation, U.S. Home Corporation, a Delaware corporation, and West Road (Houston) Associates Limited Partnership, a Texas limited partnership, as the owners of not less than ninety percent (90%) of the property within WESTLAND, SECTION FOUR, being the tracts of land described in Exhibit A hereto, acting pursuant to the provisions of the Original Protective Covenants (as hereinafter defined), do hereby amend and restate the protective covenants applicable to the tracts of land described in Exhibit A hereto, which covenants shall run with said land and be binding upon every purchaser, grantee, owner or lessee of all or any part of said land and any building in or on any part thereof, and upon the respective heirs, successors and assigns of each such purchaser, grantee, owner or lessee. *lee*

WITNESSETH:

WHEREAS, Wortham Park Properties, a Texas limited partnership, executed that certain Protective Covenants instrument dated February 3, 1984 and filed under File No. J362185 and recorded in the real property records of Harris County, Texas, as amended by First Amendment to Protective Covenants instrument dated December 4, 1991 and filed under Clerk's File No. N465808 and recorded in the real property records of Harris County, Texas (the "Original Protective Covenants"); and

WHEREAS, Section 31 of the Original Protective Covenants provides that the owners of not less than 90% of the land area subject to the Original Protective Covenants may amend the Original Protective Covenants; and

WHEREAS, Mapleleaf Acquisition Corporation, U.S. Home Corporation, and West Road (Houston) Associates Limited Partnership own more than 90% of the land area subject to the Original Protective Covenants and wish to amend the Original Protective Covenants pursuant to Section 31 thereof and restate same for convenience purposes.

NOW, THEREFORE, the Original Protective Covenants are hereby amended and restated as hereinafter set forth and the real property within WESTLAND, SECTION FOUR, being the tracts of land described in Exhibit A hereto, is hereby subjected to the provisions of this Amended and Restated Protective Covenants and such property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions,

restrictions, easements, assessments, and liens, hereinafter set forth:

1. Definitions. The following definitions shall be applicable to this instrument:

(a) "Association" - Westland Section Four Owners Association, a non-profit corporation organized under the laws of the State of Texas for the purposes of preserving and maintaining the uniform standards and quality, as well as the natural beauty and aesthetic value, of the Protected Tract and the Building Sites and Lots therein.

(b) "Building Site" - A portion of the land within the Protected Tract not improved with or restricted to use for detached single family residences.

(c) "Charge" - An annual maintenance fee levied by the Association to provide funds to be expended for the purposes hereinafter set forth.

(d) "Commercial ACC" - A committee composed of not less than three (3) persons appointed by the Association to perform the duties and responsibilities hereinafter set forth with respect to all portions of the Protected Tract except the Lots.

(e) "Common Landscaped Areas" - Those portions of the Protected Tract over which a landscape easement has been granted to and accepted by the Association as well as such other property within the Protected Tract or in the vicinity of the Protected Tract which is included by the Association from time to time in the Association's landscaping plan.

(f) "Copperbrook Association" - Copperbrook Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Texas with jurisdiction over a 31.909 acre portion of the Protected Tract which has been platted and subdivided as Copperbrook, Section One, and such other property as may hereafter be brought within the jurisdiction of such corporation.

(g) "Excusable Delay" - A period of time equal to the duration of delays caused by fire, act of God, shortage of labor or materials, strike, lockout, casualty or other conditions beyond a person's reasonable control.

(h) "Homeowners Association" - The Copperbrook Association and each non-profit corporation or similar entity hereafter created by the party (a "Developer") who plats a portion of the Protected Tract for detached single family

residential uses for the purpose of administering the provisions of a Residential Declaration.

(i) "Landscape Setback" - The area of a Building Site between the curb of a public street and the applicable building set back line for such Building Site.

(j) "Lot" - A numbered lot shown on a plat of a tract of land within the Protected Tract which is improved with a detached single family residence or intended for the construction of a detached single family residence and which is restricted to such use by a Residential Declaration.

(k) "Master Landscape Development Guidelines" - A written document establishing comprehensive landscape design, installation and maintenance criteria for the development of those areas within the Protected Tract which are to be landscaped in accordance with these Protective Covenants.

(l) "Member" - Every person or entity which holds a membership in the Association. In the case of a Building Site, the Owner or Owners of such Building Site shall be Members of the Association. In the case of a Building Site which is wholly or partially subject to one or more condominium regime(s) or cooperative corporation(s), said condominium regime(s) acting through owners association(s) or similar entities or said cooperative corporation(s) shall be the Member of the Association. In the case of a portion of the Protected Tract which has been subdivided into Lots, the Homeowners Association with jurisdiction over such subdivision shall be a Member of the Association. Owners of Lots shall not be Members of the Association.

(m) "Owner" - The holder(s) of record title to any Building Site or Lot. The holder of any lien or mortgage against all or any part of a Building Site or Lot shall not be deemed an "Owner" for purposes of these Protective Covenants prior to a foreclosure of such lien or mortgage or to any other event resulting in the title to such mortgaged Building Site or Lot passing to such mortgagee.

(n) "Protected Tract" - The tracts of land described in Exhibit A hereto.

(o) "Protective Covenants" - The covenants imposed on the Protected Tract by this instrument or by any properly executed amendment hereto.

(p) "Residential ACC" - A committee composed of not less than three (3) persons created by a Residential Declaration to perform the duties and responsibilities hereinafter set forth for each separately platted subdivision of Lots within the



Protected Tract. The members of each Residential ACC may initially be appointed by the Developer of the applicable subdivision. After the Developer has sold and conveyed all of the lots within a particular subdivision, the members of the Residential ACC for such subdivision shall thereafter be appointed by the board of directors or other governing body of the Homeowners Association with jurisdiction over such subdivision. If the board of directors or other governing body of such Homeowners Association fails or refuses to appoint the members of the Residential ACC for such subdivision, then such board of directors or other governing body shall constitute the Residential ACC for the applicable subdivision.

(q) "Residential Declaration" - A separate restrictive covenants instrument in form approved in writing by the Association's Board of Directors or its designee which is imposed on the Lots developed or to be developed on a tract of land within the Protected Tract by the Developer of such tract and administered by the Homeowners Association with jurisdiction over such Lots.

(r) "Tract III" - That portion of the Protected Tract described in Exhibit A-1 hereto.

2. Permitted Uses. The Protected Tract shall be generally used for any residential or commercial purpose, unless prohibited by the provisions of these Protective Covenants.

3. Prohibited Uses. Except as hereinafter provided, the following operations and uses shall not be permitted on any portion of the Protected Tract:

(a) Any use that is offensive by reason of odor, gas, fumes, dust, smoke, noise, pollution or vibration or that otherwise constitutes a nuisance or is hazardous, dangerous or unsafe;

(b) Commercial excavation of building or construction materials (but excluding excavation in connection with construction of improvements on the Protected Tract);

(c) Dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse, or the construction or operation of water or sewage treatment plants or electrical substations (excluding such plants as may be operated by public utility companies or by utility districts or governmental authorities providing services to the Protected Tract);

(d) Smelting of iron, tin, zinc or other ores; or refining of petroleum or its products;

- (e) Storage in bulk of bulk or used materials;
- (f) Industries, including, without limitation, manufacturing, shipping, fabrication facilities and testing facilities; provided that light industries, including without limitation, manufacturing, warehousing and distribution operations, and research facilities, are permitted only on Tract III;
- (g) Wholesaling of any kind or any auction business.
- (h) Mobile homes, modular homes or tents; or
- (i) Any other activity or use which in the sole discretion of the Association's Board of Directors is obnoxious to or out of harmony with a first-class single family residential, multi-family, office, light industrial (as to Tract III only), and retailing land development.

Trash, garbage, or other waste shall not be kept except in sanitary containers. All trash, garbage or other waste shall be removed no less often than once per week. No use shall be permitted which is in violation of the laws of the United States or the State of Texas or any subdivision thereof. Written approval by the Association of a particular use shall be conclusive evidence of compliance with these Protective Covenants to the extent that such use is not in violation of any law or ordinance. The members of the Association's Board of Directors shall not be liable to any person in respect of any use for which the Association's Board of Directors has in good faith granted such approval.

4. Architectural and Design Control. Construction or alteration of any building on a Building Site or Lot within the Protected Tract shall meet the standards set forth in these Protective Covenants and the Association's Guidelines (as hereinafter defined). Further, all construction or alterations on a Building Site shall be subject to the approval of the Commercial ACC and all construction or alterations on a Lot shall be subject to the approval of the Residential ACC with jurisdiction over such Lot (the Commercial ACC and each Residential ACC being sometimes hereinafter referred to collectively as the "Architectural Review Committees").

No building or other improvement shall be constructed within the Protected Tract and no changes shall be made in any building or improvement which may hereafter be constructed thereon until the plans and specifications therefor (including without limitation, (where applicable in the judgment of the applicable Architectural Review Committee) a site plan, exterior elevations, colors, construction material, structural design plan, grading and drainage plan, site landscaping and irrigation, all exterior lighting, site signage, plans for off-street parking of vehicles, utility layout, location and nature of recreational equipment, recreational

facilities, and recreational areas, the location, design and color of mail boxes or other receptacles for the receipt and distribution of mail) have been submitted to and approved in writing by the applicable Architectural Review Committee. Such approval process shall extend to type and quality of materials, harmony of exterior design and colors with existing structures on the particular Building Site or Lot and on other nearby Building Sites and Lots or in the area and location with respect to topography and finished ground elevations.

The Association may from time to time establish development guidelines and standards for the Building Sites and Lots within the Protected Tract ("Association's Guidelines") for site planning, architecture, construction, building materials, sidewalks and landscaping, and, if and when such guidelines and standards are established, the same shall be used as the basis for review and approval or disapproval of plans and specifications by the Architectural Review Committees. The person or entity submitting plans and specifications for review shall be advised in writing of (i) the approval thereof by the applicable Architectural Review Committee or (ii) the segments or features thereof which are deemed by the applicable Architectural Review Committee to be inconsistent or not in conformity with these Protective Covenants or the Association's Guidelines. If, within thirty (30) days after the receipt of such plans and specifications by the applicable Architectural Review Committee, written notice of the disapproval of or objection to features thereof is not received, the approval of the same by the applicable Architectural Review Committee shall be deemed to have been given. All buildings on the Protected Tract shall be built and all other improvements thereon shall be made in accordance with plans and specifications as the same may have been finally approved by the applicable Architectural Review Committee. Notwithstanding the applicable Architectural Review Committee's failure to either approve or disapprove the plans and specifications for improvements to be constructed on a Building Site or Lot, no improvements or buildings shall be constructed on any Building Site or Lot unless all aspects thereof meet all the requirements of these Protective Covenants.

All buildings in the Protected Tract shall have exterior walls of permanent, architecturally-finished materials to finished grade acceptable to the applicable Architectural Review Committee, and no substantial portion of a building shall be covered with sheet or corrugated aluminum, asbestos, iron or steel. When a construction material is specified herein or in any guidelines promulgated by the Association, another material may be used in lieu thereof, provided such material is determined by the applicable Architectural Review Committee to be the equivalent of, or better than, said specified material. The members of the Architectural Review Committees shall not be liable to any person under any theory or under any circumstances in connection with the approval or disapproval of plans and specifications, including, without



limitation, any liability based on soundness of construction, adequacy of plans and specifications or otherwise. Further, in the construction of improvements, the Owner of each Building Site and Lot must comply with all applicable laws, rules, regulations, zoning ordinances, building codes and governmental requirements including, without limitation, those related to the installation of sidewalks and similar amenities and all ordinances of the City of Houston applicable to the subdivision of property.

Each Homeowners Association shall have the primary authority and responsibility to enforce, by law or equity, the Association's Guidelines and all decisions of the Residential ACC created for the subdivision of Lots within the jurisdiction of such Homeowners Association. In the event a Homeowners Association fails or refuses to enforce same, the Association shall have the right, but not the obligation, to do so.

5. Landscape Installation. The Commercial ACC shall establish the Master Landscape Development Guidelines for the Building Sites within the Protected Tract. Landscaping, underground irrigation and berms for all open, unpaved spaces within a Building Site, including, but not limited to, the Landscape Setback, and side and rear building set-back areas, shall be installed by the Owner, at its sole cost and expense, in accordance with the Master Landscape Development Guidelines. Such landscaping shall include, without limitation, visual screening required by these Protective Covenants and the Master Landscape Development Guidelines. Installation of the required landscaping and irrigation within a Building Site must be completed within thirty (30) days following the occupancy or substantial completion of any building, whichever occurs first, subject to reasonable extensions for Excusable Delay. If such required landscaping and irrigation is not timely installed the Association may cause the same to be installed at the expense of the Owner, in the same manner and with the same effect as if such installation were maintenance required by Section 18 below. The Owner shall require its landscape contractor to guarantee for a minimum period of one (1) year all trees installed on a Building Site and for a minimum period of six (6) months all other plants other than annuals and grass, with such periods to begin upon the date such installation is satisfactorily completed in accordance with the Master Landscape Development Guidelines.

Each Lot shall be landscaped contemporaneously with the completion of the residence on such Lot, but in no event later than 30 days after first occupancy or completion of the residence, whichever shall occur first. The landscaping of a Lot shall conform to a landscaping plan approved by the applicable Residential ACC pursuant to the Residential Declaration encumbering such Lot. Each Owner of a Lot shall maintain his property in a safe, clean and attractive condition in accordance with the

requirements of the applicable Residential Declaration and these Protective Covenants.

6. Landscape Maintenance. The Association shall maintain all landscaping, berms and irrigation installed in medians within public streets and in the Common Landscaped Areas. The Owner shall, at its sole cost and expense, maintain all landscaping, berms and irrigation required by these Protective Covenants to be installed by the Owner. All landscaping installed on Building Sites in the Protected Tract shall be maintained in accordance with the Master Landscape Development Guidelines. No excavation shall be made on, and no sand, gravel or soil shall be removed from the Protected Tract, except in connection with the construction of improvements thereon, and upon completion thereof, exposed ground openings shall be backfilled and disturbed ground shall be graded, leveled, and paved or landscaped. Adequate erosion control shall be maintained during construction on a Building Site. All storm water falling on a Building Site must be collected on site into subsurface drainage structures which must discharge into a storm sewer or other drainage facility approved by the Commercial ACC and which complies with applicable laws and regulations.

7. Setbacks. Minimum building/improvement and parking area setbacks on Building Sites and Lots shall be as follows (measured at right angles from the property line):

	<u>Building Improvements</u>	<u>Parking Area</u>
West Road	30 ft.	30 ft.
Jackrabbit Road	20 ft.	20 ft.
Other Public Streets	20 ft.	15 ft.
Side Building Site Line	10 ft.	5 ft.
Rear Building Site Line	10 ft.	5 ft.

No building or other structure on a Building Site or Lot shall be erected nearer to any street or to a side or rear property line than is permitted by the applicable building improvements setback line herein established; provided, however, fences may be erected on a Building Site or Lot between the parking area setback line and the building improvements setback line. In addition, the applicable Architectural Review Committee may relax setback requirements where necessary or desirable to accomplish a more effective and compatible land utilization.

8. Parking Requirements. The parking of automobiles or other vehicles on the streets within the Protected Tract is prohibited except for temporary periods not to exceed twelve (12) hours. Adequate automobile parking spaces, including, without limitation, spaces for resident, employee, customer and visitor parking shall be provided on each Building Site and all such parking areas shall be internally drained, and permanently surfaced

with concrete or asphalt. Minimum parking requirements/spaces shall be as follows:

<u>Use</u>	<u>Minimum Number of Spaces</u>
Office -	3.5 spaces per 1,000 gross square feet of building area devoted to office purposes
Retail -	4 spaces per 1,000 gross square feet of building area devoted to retailing purposes
Residential -	Efficiency 1.25 spaces/unit
	1 Bedroom 1.33 spaces/unit
	2 Bedroom 1.66 spaces/unit
	3+ Bedroom 2.0 spaces /unit
	Guest Allowance Plus 15% of total number of parking spaces on Building Site
Industrial/Bulk Warehousing	1 space per 1,000 gross square feet of building area
Manufacturing	2 spaces per 1,000 gross square feet of building area

Design and construction of parking areas should provide for a reasonable mix of full size, mid size and compact size parking spaces. No use shall be made of any Building Site or any improvements constructed thereon which requires or is reasonably expected to require or attract parking in excess of the capacity of the facilities maintained for parking on such Building Site. Parking will not be permitted on any street or at any place other than designated parking areas shown on the plans and specifications approved by the Commercial ACC, and the Owner shall be responsible for compliance by its respective tenants, employees, and visitors with the parking requirements of these Protective Covenants. The determination of whether or not a Building Site has adequate off-street parking facilities shall be in the sole discretion of the Commercial ACC. The Owner shall, at its expense, cause to be installed and maintained, in compliance with applicable law and reasonable standards established by the Commercial ACC, adequate no-parking and other traffic control signs on public streets adjacent to such Building Site. All parking areas for Building Sites used primarily for purposes other than retailing shall be screened from public view with approved fencing, or berms and shrubs of type and species and in a manner approved in writing by the Commercial ACC. Unless otherwise approved in writing by the Commercial ACC prior to construction, parking will not be permitted in front of any parking setback line. To the extent that



appropriate governmental authority may from time to time require more parking spaces than those required by these Protective Covenants, such governmental requirements shall control, but the minimum parking requirements established by these Protective Covenants shall never be reduced except by prior written approval of the Commercial ACC.

9. Loading Docks. Loading docks will not be permitted to face any adjacent street and provision must be made for all loading and unloading on those sides of a building which do not face a street; provided, however, in any instance in which a building will face streets on two or more sides, a loading dock or docks will be permitted on the side of such building farthest from the street. All loading docks must be screened from public view in a manner approved in writing by the Commercial ACC. In no event will the Commercial ACC approve loading docks which front on West Road. All loading and unloading activities within the Protected Tract shall be conducted at the rear of office, commercial and industrial buildings, and in the case of residential units, loading and unloading shall be conducted off public streets. A suitable plan for loading and unloading on Building Sites used primarily for retailing purposes shall be established by the Commercial ACC on a site-by-site basis. With respect to Tract III, the Commercial ACC may approve in writing plans for loading docks which front on a street, provided such loading docks are at least sixty (60) feet from the front property line and are screened in a manner acceptable to the Commercial ACC.

10. Screening. No articles, goods, materials, incinerators, storage tanks, refuse containers (other than small garbage containers for use by retail businesses), or like equipment shall be permitted on any Building Site or Lot in the open or exposed to public view, or view from the ground floor of adjacent buildings. If it shall become necessary to store or keep such materials or equipment outside of a building, they must be screened from view by a screen of a height at least equal to that of the materials or equipment being stored, but not less than eight (8) feet in height. Adequate screening must also be provided to shield such stored materials and equipment from view from the ground floor level of all adjacent buildings. All storage shall be limited to the rear two-thirds (2/3) of a Building Site or Lot and under no circumstances shall any materials or equipment be stored between the property lines of a Building Site or Lot and the applicable building setback from any street. Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, vents, roof top mechanical equipment, parapet walls, playground and recreational equipment, recreational areas, and any other structures and equipment on a Building Site or Lot or on the improvements thereon must be architecturally compatible (as determined by the applicable Architectural Review Committee) with such improvements or effectively shielded from view by an architecturally sound method approved in writing by the applicable

Architectural Review Committee. All utility and service system components and trash pick-up stations must be integrated with the building they serve or must be screened by a fence or wall of compatible materials approved in writing by the applicable Architectural Review Committee and must not be visible above such screening. Ground or pad mounted equipment, such as power transformers and air conditioning equipment, shall be screened from view by fencing or landscaping, all of which must be approved in writing by the applicable Architectural Review Committee. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, unmounted camper bodies, boats, rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semi-permanently on any Building Site or Lot unless properly screened from public view in a manner approved in writing by the applicable Architectural Review Committee. All sales equipment, fixtures and merchandise shall be displayed only in the interior of a building, unless otherwise approved in writing by the Commercial ACC. No clothing or other material shall be aired or dried within the Protected Tract except in an enclosed structure. No window or wall type air conditioners shall be used, erected, installed or maintained on or in any building or improvement within the Protected Tract.

11. Utilities. No outside pipe conduit, cable, or line for water, gas, sewage, drainage or steam shall be installed or maintained above the surface of the ground within any Building Site or Lot, unless otherwise approved in writing by the applicable Architectural Review Committee. Electricity or any other energy or service may be installed above ground only with the prior written approval of the applicable Architectural Review Committee.

12. Exterior Illumination. Exterior illumination, if such is to be provided on a Building Site, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or adjacent land. All ground level floodlighting fixtures shall be depressed or screened from public view in a manner approved in writing by the Commercial ACC. Parking area lighting, arcade lighting and all other illumination shall be subject to the written approval of the Commercial ACC.

13. Antennae. No television, radio or other antenna of any type, including satellite dishes, shall be constructed, erected, placed or maintained outside of any building or other improvement within the Protected Tract unless the design, construction, location, height and mounting of such antenna shall have received the prior written approval of the applicable Architectural Review Committee.

14. Animals. Except in connection with the operations of a pet store or a veterinary clinic and except as provided in the following sentence, no animals, livestock, or poultry of any kind



shall be raised, bred, or kept in the Protected Tract. Not more than a total of two (2) normal household pets may be kept on any Lot, subject to any rules and regulations adopted by the Association concerning the keeping of pets. However, pets may not be raised, bred, or kept for any commercial purpose within those portions of the Protected Tract used primarily for residential purposes.

#### 15. Signs.

(a) Building Sites: Prior to erecting any sign on a Building Site, detailed drawings and specifications for such proposed sign, including, without limitation, site information signs, shall be submitted to the Commercial ACC for its prior written approval. All signs, both temporary and permanent, on Building Sites which are visible from a public right-of-way within the Protected Tract shall conform to overall sign guidelines established by the Commercial ACC and the design and material of every sign on a Building Site in the Protected Tract must be approved in writing by the Commercial ACC. Unless otherwise approved in writing by the Commercial ACC, all signs (other than pylon signs located within Building Sites used primarily for retailing purposes) must be attached to a building, parallel to and contiguous with its wall, and must not project above its roof line. No mobile or portable sign and no sign with flashing lights or moving characters shall be permitted. No signs may be painted on buildings or other structures unless otherwise approved in writing by the Commercial ACC. No signs (other than traffic control signs and informational signs erected by or with the permission of the Association) may be erected in any street right-of-way or other easement. With the prior written consent of the Commercial ACC, temporary ground mounted signs may be erected in the setback areas of a Building Site for the sole purpose of advertising the selling/leasing of or businesses to be conducted thereon, and such signs may be larger and of a different character than permanent signs. All temporary signs must be removed when the principal building(s) on the applicable Building Site is substantially occupied. Pylon signs advertising businesses being conducted on Building Sites used primarily for retailing purposes may be located anywhere on such Building Site, subject, however, to the right of the Commercial ACC to approve such location.

(b) Lots: Except for one (1) sign of not more than five (5) feet square advertising a residence on a Lot for sale or rent, no signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the applicable Residential ACC. A Developer shall have the right to construct and maintain, or to allow builders within the residential subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings, provided that all such signs and advertising devices are approved by the

Commercial ACC. In addition, a Developer shall have the right to erect identifying signs which are approved by the Commercial ACC at each entrance to a residential subdivision.

(c) Violations: If, at any time, the purchaser, Owner, occupant or lessee or any Building Site or Lot shall be in violation of this Section 15, the Association, without being deemed to be guilty of a trespass and without being otherwise liable to such purchaser, Owner, occupant or lessee, or to any other person, may enter upon the Building Site or Lot or any part thereof and may remove any sign not complying with this Section 15 or not previously approved as herein required. For purposes of this Section 15, "signs" shall include, without limitation, flags, flagpoles, awnings, bunting, outdoor wall hangings, canopies and pylons. All costs incurred by the Association in removing signs which do not comply with this Section 15, together with interest thereon from the date the costs are incurred until repaid at the maximum lawful rate, shall be due and payable by the Owner upon demand. The repayment of such sums shall be secured by the mechanic's lien created by Section 18 below as if such costs were incurred in performing maintenance on such Building Site or Lot.

16. Temporary Structures. No temporary building or structure other than construction offices and structures related to construction shall be installed or maintained on any Building Site or Lot during building or improvement construction without the prior written approval of the Commercial ACC. All temporary structures used for construction purposes on a Building Site or Lot must receive prior approval from the Commercial ACC with regard to location and appearance, and must be removed promptly upon substantial completion of construction of the building or improvement to which they relate.

17. Easements. No structure shall be erected on any easement within the Protected Tract, and no improvement may be placed within such easements without the prior written approval of the applicable Architectural Review Committee and the holder of such easement rights. Easements may be crossed by driveways and walkways upon receipt of the prior written approval of the holder of such easement rights and provided appropriate measures are taken to protect the pipes, lines and installations within such easements. Neither the members of the Architectural Review Committees nor the holder of such easement rights shall be liable for any damage done by them or their respective assigns, agents, employees or contractors to shrubbery, trees, flowers, plantings or improvements located in, on or under the land burdened by such easements.

18. Maintenance. At all times the Owner shall keep his Building Site or Lot and premises and all buildings, improvements, appurtenances, sidewalks, berms and landscaping thereon, in a well-maintained, repaired, safe, clean and attractive condition and free of rubbish and refuse which is not adequately or properly

contained. If any improvements within the Protected Tract are damaged or destroyed, the Owner of the property containing such improvements shall diligently proceed to restore such improvements to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such improvements and restore the property to a clean and attractive condition. If, in the reasonable opinion of the Association, any Owner is failing in its obligations under this Section 18, the Association shall give such Owner notice of such fact and such Owner must, within fifteen (15) days of such notice, undertake the repair and maintenance required to restore such Owner's property to a safe, clean and attractive condition. Should any Owner fail to fulfill this duty and responsibility after such notice, then the Association shall have the right and power to enter upon such Building Site or Lot through its agents, without liability to such Owner (or any lessee, tenant, invitee, customer, or licensee of such Owner) for trespass or otherwise, and to perform such repair and maintenance, and such Owner shall be personally liable for the cost of such work and shall upon demand reimburse the Association for the cost thereof. If such Owner shall fail to so reimburse the Association within twenty (20) days after demand, such cost shall be a debt of such Owner, payable to the Association and shall be secured by a mechanic's and materialman's lien against the buildings and improvements on the applicable Building Site or Lot. Such lien shall be subordinate to purchase money liens and liens to finance the purchase and/or construction on such Building Site or Lot recorded in real property records of Harris County, Texas, prior to the date payment of such cost is due, and any foreclosure of any such prior lien shall extinguish the liens securing sums due and payable pursuant to this Section 18 prior to such foreclosure date, but no such foreclosure shall free any Building Site or Lot from the lien securing costs thereafter becoming due and payable under this Section 18, or shall extinguish the personal obligation of any such Owner to pay such costs. The duty and responsibility imposed by this Section 18 shall be over and above any maintenance which may otherwise be performable pursuant to these Protective Covenants. All sums advanced by the Association pursuant to this Section 18 shall bear interest at the maximum lawful rate from date of advance until repaid.

19. Association Organization. The Association has been incorporated and organized and is operating pursuant to its articles of incorporation and by-laws. The by-laws, articles of incorporation, books, records and papers of the Association shall, during reasonable business hours, be subject to inspection in the offices of the Association by any Member of the Association.

20. Association Voting. On matters of Association business which the Association's board of directors determines shall be or applicable law requires to be submitted to and voted upon by the Members of the Association, the Owner of each Building Site shall be entitled to the number of votes equal to the quotient obtained



by dividing the gross area in square feet of the applicable Building Site by 10,000 and rounding such result to the nearest whole number and each Homeowners Association which is a Member of the Association (acting through its president or other chief executive officer) shall have the right to cast the number of votes equal to the quotient obtained by dividing the gross area in square feet of the property within the Protected Tract within the jurisdiction of such Homeowners Association by 10,000 and rounding such result to the nearest whole number. When an Owner of a Building Site constitutes or is deemed to constitute more than one person or entity, such persons or entities shall determine among themselves how the vote(s) for such Building Site shall be cast, but in no event shall the number of votes cast for any Building Site exceed the number of votes attributable to such Building Site as determined in accordance herewith. Votes may be cast by duly authorized proxy.

If the Owner of a Building Site or a Homeowners Association is delinquent at the time a vote of the members of the Association is taken, the votes attributable to such Building Site or the votes of such Homeowners Association shall not be counted. Written notice of the purpose, time, and place of any meeting of the Members of the Association shall be given to all Members entitled to vote at such meeting, not less than ten (10) days or more than sixty (60) days in advance of such meeting. Members of the Association who are not entitled to vote at such meeting or who are not otherwise in good standing in the Association are not entitled to receive notice of or to be present at such meeting. At any meeting of the Members of the Association, the presence of Members and/or their proxies entitled to cast at least sixty percent (60%) of all the votes entitled to be cast at such meeting shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the aforesaid notice requirement, but the required quorum for such subsequent meeting shall be one-half (1/2) of the quorum required at the preceding meeting; provided, however such subsequent meeting must be held within sixty (60) days following the preceding meeting.

21. Imposition of Charge. The Charge was imposed by the Original Protective Covenants on all the land subject to these Protective Covenants (exclusive of any area within streets, boulevards, and other areas heretofore or hereafter dedicated for public purposes). The Charge shall be due and payable annually in advance on January 1. All past due payments of the Charge shall bear interest from their due date until paid at the maximum lawful rate.

22. Rate of Assessment; Method of Calculation. The Charge shall be fixed at a uniform per square foot rate on all property within the Protected Tract except areas within streets, boulevards, and other areas dedicated for public purposes, including property owned by the Association or a Homeowners Association.

23. Amount of Charge. The amount of the Charge shall be fixed annually by the Association at least thirty (30) days prior to the commencement of the calendar year to which the Charge applies, and the Charge for a particular calendar year shall not exceed a sum which will produce revenues from the property subject to the Charge estimated in good faith to approximate the costs and expenditures to be incurred during the following calendar year to provide the services and to carry out the purposes hereinafter specified and to provide reasonable reserves for contingencies. Notice of the Charge established for a calendar year shall be sent to the Owner of each Building Site subject to the Charge, to the Copperbrook Association and to any other Homeowners Associations hereafter created with jurisdiction over Lots in accordance with the notice provisions of Section 33 below not later than December 15th of the calendar year preceding the calendar year for which the Charge is to be in effect; provided, however, that the providing of such notice of the Charge by such date shall not be a condition precedent to the validity of the Charge or the obligation of the Owners of Building Sites and Homeowners Associations to pay the Charge. Each Homeowners Association created with jurisdiction over a platted subdivision of Lots shall have the obligation to pay the Charge against all of the Lots within its jurisdiction and shall obtain funds for such purpose by the levy of an assessment against the Lots within its jurisdiction pursuant to the restrictive covenants instrument administered by such Homeowners Association.

24. Limit on Charge. The Charge for 1995 was \$0.01554 per square foot of land affected by the Charge. The Charge shall be set by the Association for 1996 and each year thereafter as hereinabove specified; provided, however, the Charge for any calendar year after 1995 shall not exceed 115% of the Charge for the preceding calendar year unless a greater Charge is approved by majority vote of the Association's Members present at a meeting of the Members of the Association called for such purpose.

25. Security for Charge. Payment of the Charge is secured by a continuing vendor's lien upon each Building Site and upon the real property and improvements thereupon owned from time to time by each Homeowners Association for use by the members of such Homeowners Association (the "Lien"); provided, however, such Lien shall be subordinate to any first deed of trust or mortgage lien on a Building Site or the property owned by a Homeowners Association. Any foreclosure of any such prior lien on a Building Site or the property owned by a Homeowners Association shall extinguish the Lien securing the amount of the Charge due and payable prior to such foreclosure date, but no such foreclosure shall free any Building Site or the property owned by a Homeowners Association from the Lien securing the Charge thereafter becoming due and payable.



26. Effect of Nonpayment of Charge.

(a) As to each Building Site:

The Charge levied by the Association against each Building Site shall be and is a personal obligation of the Owner thereof and is secured by the Lien reserved herein on the Building Site. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the maximum lawful rate. The Association may bring an action at law against the Owner of the Building Site personally obligated to pay the assessment, or foreclose the Lien created and reserved hereby against the property of such Owner. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge.

The Association's Lien is created by recordation of these Protective Covenants, which constitute record notice and perfection of the Lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Building Site, an Owner grants to the Association a power of sale in connection with the Association Lien. By written resolution, the board of directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or recodifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Building Site at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Building Site. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Building Site by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Building Site sold at foreclosure. The Owner shall have no right of redemption after or resulting from a foreclosure sale of the Association's Lien. Nothing herein shall prohibit the Association from