

**FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR
WILLOWICK FOREST HOMEOWNERS ASSOCIATION, INC. SECTIONS ONE AND
TWO, HARRIS COUNTY, TEXAS**

This is the First Amendment to the Declaration of Restrictions for Willowick Forest Homeowners Association, Inc. Sections One and Two (the "First Amendment").

WHEREAS, certain instruments entitled Declaration of Restrictions for Willowick Forest, Section One, Harris County, Texas ("Declaration") were executed by Declarant and Section One was recorded and filed in the Official Public Records of Real Property of Harris County, Texas, Doc. No. S559149, Pages 510-99-2781, et seq., and Declaration of Restrictions for Willowick Forest, Section Two, Harris County, Texas ("Declaration") was recorded and filed in the Official Public Records of Real Property of Harris County, Texas, Doc. No. T445415, Pages 522-87-3804, et seq.

WHEREAS, Owners of seventy-five percent (75%) of the Lots in Section One and in Section Two approve of this First Amendment which is replacing the original Declarations in Sections One and Two.

NOW, THEREFORE, the Association desiring to create and carry out a uniform plan for the improvement, development, and sale of the Restricted Property for residential use, for the benefit of the existing and future Owners of said property, does hereby adopt and establish the following reservations, restrictions, agreements, covenants, and easements, to apply uniformly to the use, occupancy and conveyance of the Restricted Property, and each contract or deed which may be executed and delivered after the recording of this instrument shall conclusively be held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenants, and easement, regardless of whether or not the same are referred to in any contract or deed affecting any portion of the Restricted Property.

1. DEFINITIONS.

"ACC" means an Architectural Control Committee composed of members appointed by the Board of Directors of the Association. The Board of Directors has the right to remove and appoint the members of the ACC. The ACC will carry out the rights and obligations of the ACC. A person may not be appointed or elected to serve on the ACC if the person is:

- a. A current board member;
- b. A current board member's spouse; or
- c. A person residing in a current board member's household

"Association" shall mean Willowick Forest Homeowners Association, Inc. a non-profit corporation incorporated under the laws of the State of Texas and the laws of the United States.

The Association is subject to the Bylaws, Articles of Incorporation, the Declaration of Restrictions for Willowick Forest Homeowners Association, Inc. Sections One and Two,

and any subsequent Amendments, and the laws of the State of Texas and the laws of the United States.

“**Corner Lot**” is a Lot bounded on two intersecting sides by public streets.

“**Improvements**” shall mean any and all improvements, structures, fencing, walls, or other objects or components of improvements, and shall, when such Improvements are to be reviewed by the ACC pursuant to Section 4, be described to include the nature, kind, shape, height, materials, color, location and other details with respect to such improvements or other objects of any size or character, including any portion thereof, whether temporary or permanent, whether substantial or insignificant.

“**Lot**” means each portion of the Restricted Property shown as a platted lot on the Plat.

“**Owner**” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, or a subdivided portion thereof, excluding those having an interest merely as security for the performance of an obligation.

“**Plat**” means the original recorded maps or plats of the Subdivision.

2. **INCORPORATION OF PLAT.** The Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and further establishes certain dedications, limitations, reservations and restrictions applicable to the Restricted Property. All dedications, limitations, restrictions and reservations shown thereon, to the extent they apply to the Restricted Property, are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each contract, deed and conveyance affecting the Restricted Property.

3. **LAND – USE AND BUILDING TYPE.** No Lot shall be used for any purpose except for single family residential purposes. The term “residential purposes” shall refer only to a single family detached residential dwelling used for such purposes. No trade or business may be conducted in or from any Dwelling or Homesite, except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation of the Dwelling or Homesite by clients, customers, suppliers or other business invitees or door – to – door solicitation of residents of the Subdivision; 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 Subdivision, as may be determined in the sole discretion of the Board. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor or barber shop or other similar facility is expressly prohibited.

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 that involves the manufacture or provision of

goods for or to persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit" or (iii) a license is required there for. Notwithstanding the above, the leasing of a Dwelling shall not be considered a trade or business within the meaning of this Section.

No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family detached dwelling not to exceed two (2) stories in height and a private garage for not more than five (5) cars, unless approved by the ACC, and accessory structures approved by the ACC as stated herein. The ACC reserves the right to modify the restrictions regarding land use and building type where they deem such modification generally consistent with the purposes of this First Amendment. Such modifications will only be granted in writing and when given will become a part of these restrictions. The approval of any modification will not be deemed to obligate the person or entity granting such approval (or any successor or assign) to approve any other modification (whether similar or not), or in any other manner waive or modify any provisions of this First Amendment.

It is permitted for Owners to lease (as defined below) a residential dwelling in the subdivision, so long as:

- a. Occupants are leasing the entire Lot including all land and improvements comprising the Lot and residential dwelling) to use as a residence;
- b. The term of the lease is greater than six (6) months;
- c. The Owner and the occupants have the intent that the occupants remain on the Lot, and that it become the occupants' place of residency; that is, the occupants will make the Lot and residential dwelling their home; and
- d. The lease complies with any dedicatory instrument of the Association, including any leasing policy, rule, or regulation promulgated by the Board.

The term "leasing" as used herein means the occupancy of a Lot and residential dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Uses such as short-term leases (less than ninety (90) days), temporary or transient housing, hotel, motel, vacation rental, and bed and breakfast shall be considered "business use" and are expressly prohibited.

Leasing pursuant to this Section shall not be considered a "business use", provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than three (3) Lots or residential dwellings in the subdivision at any given time. The provisions regarding leasing contained herein shall not preclude: (1) the Association or an institutional lender from leasing a dwelling upon taking title following foreclosure, or (2) the seller or transferor of a Lot from leasing back the dwelling on such Lot for a period of time up to ninety (90) days after the closing of the sale or transfer of such Lot.

No fraction or portion of any Lot or residential dwelling may be leased. All leases must provide that they may be terminated in the event of a violation of the First Amendment or the dedicatory instruments of the subdivision by an occupant or occupant's family, and the Board, in its sole

discretion, may require rumination by the Owner and eviction of the occupant in such event. Leases will not relieve the Owner from compliance with the First Amendment or the dedicatory instruments of the Association.

The Board may promulgate policies or rules and regulations further governing the leasing of Lots (including all land and improvements comprising the Lot and residential dwelling). All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. The Board and the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized leasing.

It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

4. **ARCHITECTURAL CONTROL.** No Improvements shall be constructed, erected, placed, modified, or altered on any Lot, or the erection thereof begun, including, without limitation, original construction on any Lot and subsequent modification, addition or replacement, until the plans and specifications, including a plan showing the location of such Improvements, have been approved in writing by the ACC as to type, use and quality of workmanship and materials, harmony of external design with existing Improvements within the Restricted Property, and as to location with respect to topography and finish grade elevation. The Board shall have the right to require any Owner to remove or alter any Improvements which have not received approval or are built other than in accordance with the approved plans and specifications. The approvals or disapprovals as required in this Declaration shall be in writing. If the ACC fails to give written approval, or disapproval with respect to certain Improvements, within thirty (30) days after complete plans and specifications have been submitted to the ACC, such plans and specifications shall be deemed to have been approved. If the ACC has asked for additional information, then the plans and specifications are not deemed approved, but are put on hold until the ACC receives all of the information it has requested. The thirty (30) days runs from the date that the ACC receives this additional information. The ACC shall have the right to allow reasonable variances as to any of the covenants, conditions, or restrictions contemplated in this Declaration as long as the variance has been approved by the Board of Directors; provided, however, any such variance shall not be substantially inconsistent with the general plan for the improvement and development of the Restricted Property, as contemplated herein. Neither the Association, the ACC, nor any Board members shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any other Owners affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the ACC for approval agrees by submission of such plans and specifications that no action or suit will be brought against the Association, the Board of Directors, the ACC, or any member thereof. The Board of Directors and the ACC shall have the right of access through and over any Lot in order to inspect and verify that the Improvements thereon are in accordance with this Declaration and any rules and regulations imposed by the Board of Directors without any liability to any person or entity. All approved applications have 60 days from the approval

date to complete the project, unless additional time is requested upon submittal of the application.

5. **DWELLING SIZE AND CONSTRUCTION.** The livable area of the primary residential structure, exclusive of open or screen porches, stoops, open terraces, garages, or detached servant quarters, shall not be less than 2,500 square feet.
6. **BUILDING LOCATION.** No building or structure shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building or structure shall be located on any Lot nearer than twenty-five feet (25') to the front Lot line, nor nearer than ten feet (10') to any side street Lot line, unless otherwise noted on the Plat, nor nearer than five feet (5') to the rear Lot line, nor nearer than three feet (3') to any side Lot line except that a detached garage shall be no nearer than two feet (2') to any side Lot line. No fence, wall, hedge, pergola or other detached structures or objects shall be erected, grown, maintained or placed on any part of the Lot forward of the front or side building line of any Corner Lot on the side facing a street.
Side and rear fences may be located on the Lot line, except on Corner Lots. The side fence cannot be forward of the side building line on the side of the Corner Lot that faces the street.
7. **LOT WIDTH.** Lots may be re-subdivided into building sites comprised of a part of one or more Lots as platted with **required approval from the ACC.**
8. **NUISANCES.** No noxious or **obnoxious** activity shall be permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or which shall otherwise unreasonably interfere with the quiet enjoyment of each Lot by the Owner thereof.
9. **TEMPORARY STRUCTURES.** No structure or object of any size or character or of a temporary character, including, without limitation, any trailer, basement, tent, shack, garage (except for living quarters contained therein for no more than two (2) persons who are bona fide servants), barn or other outbuildings shall be placed or used on any Lot at any time as a residence either temporarily or permanently. Temporary or portable buildings or trailers for office purposes may be used during construction and sales when approved in writing by the Board of Directors.
10. **VEHICLE PARKING IN DRIVEWAYS AND STREETS.** No boat(s) of any type, trailer(s) of any type, camper(s), recreational vehicles and/or mobile home(s) of any character, no tractor(s) of any type, no farm equipment of any type, and no truck(s) and/or other commercial vehicles(s) having a rated load capacity in excess of one-half **ton cannot be parked or stored on any Lot, driveway or street,** for more than seventy-two (72) hours unless the Owner has received written permission from the Association, otherwise it must be in an **enclosed** garage or in such a manner that it is not visible from any street,

No motor vehicle may be parked on any street for a period in excess of forty-eight (48) consecutive hours, without written permission from the Association, out of any seventy-two (72) hour period, except that during construction and sales period vehicles may be parked on the street when necessary, subject to the control and approval of the Board of Directors.

No truck, trailer or commercial vehicle having a rated load capacity in excess of one ton may be parked from 10:00 p.m. to 6:00 a.m. on any Lot, driveway or street nor at any time other than as may be reasonably required incident to construction work on or delivery or pickup of goods, wares and/or merchandise to or from or household premises or installations and repairs upon any Lot.

Motor vehicles which are inoperative (inoperative herein defined to mean not in running order) may not be parked or stored on any Lot, driveway or street except in an enclosed garage.

- 11. SIGNS.** No signs of any kind shall be displayed to the public view on any Lot, except: (1) one sign not more than four (4) feet by six (6) feet for advertising said Lot for sale or rent; (2) signs that pertain to school activities and clubs. Construction signs can be displayed one (1) day before construction begins and must be removed the day after construction is completed. Political signs (one sign per candidate or ballot item) can be displayed no more than ninety (90) days before the date of the election and must be removed ten (10) days after the election is over. The political signs cannot:

1. contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
2. 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;
3. include the painting of architectural surfaces;
4. threaten the public health or safety;
5. be larger than four feet by six feet;
6. violate a law;
7. contain language, graphics, or any display that would be offensive to the ordinary person; or
8. be accompanied by music or other sounds or streamers or is otherwise distracting to motorists.


The ACC shall have the right to approve the design and working of all signs, religious displays exceeding twenty-five (25) square inches and reserves the right to enter in and upon any Lot, for the purpose of removing any sign being maintained thereon which has not been approved, and it shall not be liable to any person or persons for trespass or damages for doing so.

12. ROOF MOUNTED SOLAR ENERGY DEVICE

1. Homeowners should first consider all existing structures and landscaping before selecting a site for any proposed solar system.

2. All plans must be preapproved by the Architectural Control Committee (ACC) prior to installation.
3. Preferred location of solar panels is either a ground-mounted array (on the side or rear of the house) or a rear-facing, roof-mounted array. Flush-mounted panels (i.e. – the plane of the array is parallel to the roof) on a roof facing a street will be allowed if documentation is provided from the solar contractor indicating this is the only feasible location for a solar array. If panels are installed on a side or rear roof, the array may be tilted or raised if a variance is granted.
4. All components of the solar system should be integrated into the design of the home. The color of the solar system components should generally conform to the color of the roof shingles to the extent practical. Solar “shingles” that mimic the look of a composite shingle are acceptable but should match the color of the current roof shingles as much as is practical.

The Association does not have engineering expertise to evaluate potential issues with the additional weight and attachment methodology of the solar panels. The Association does not accept responsibility for any damage that might occur during or after installation of the solar system

13. **ANTENNAS.** Installation and use of an antenna that is less than 1 meter (39.37 inches) in diameter that is designed to receive video programming signals from direct broadcast satellites (“DBS”), broadband radio service providers (formerly multichannel multipoint distribution service of MMDS), and television broadcast stations (“TVBS”) are allowed. Antennas should not be located facing the street in front of or to the side of the Lot unless it is necessary in order to receive an acceptable quality signal. Owners are asked to notify the Association of the installation of an antenna of the types noted above. No other antennas such as, but not limited to, AM/FM radio amateur (“Ham”), Citizens Band (“CB”) radio, and Digital Audio Radio Services (“DARS”) are permitted unless the Owner submits a request and receives a written approval from the ACC.
14. **WALLS, FENCES, and HEDGES.**  The minimum height of all fences located along the outer perimeter of any Lot is six (6) feet cedar pickets and the maximum height is an eight (8) feet picket with 12-inch rot board, unless a variance is granted by the ACC. No fence, walls, planters, or hedgers shall be erected forward of the front building line unless otherwise approved in writing by the ACC. Fences facing or visible to any street within the subdivision (including all Corner Lot fences and any other fence visible to the side facing street) shall be built with the smooth side facing the street, the post and rails side facing on the side opposite the street. All variances must be approved by the ACC prior to construction. **Any questions should be directed to the ACC.**
15. **OIL AND MINING OPERATIONS.** No drilling, oil or mineral storage, oil **or natural gas** development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in **drilling** for oil or natural gas shall be erected, maintained or permitted upon any Lot.
16. **OBSTRUCTIONS.** No object or thing which obstructs site lines and elevations between two feet (2’) and six feet (6’) above the roadways within the triangular area formed by intersecting curb lines and a line connecting them at points twenty-five feet (25’) from the intersection of

the street lines or extensions thereof shall be placed, planted or permitted to remain on Corner Lots.

17. BASKETBALL GOALS: Portable basketball hoops and /or backboards shall be stored at a minimum of ten feet behind the front setback line or side setback line facing any adjacent street when not in use. By definition, the front setback line is a line parallel to the front of the house and in contact with it. A similar definition applies to the side setback line. A portable basketball hoop may be temporarily moved beyond the front or side setback lines, i.e. closer to the street, when in use. However, when not in use it must be moved back to a location as indicated above.

18. MAINTENANCE. All Improvements on each Lot shall be kept and maintained by the Owner thereof in good repair and with a neat and attractive aesthetic appearance. No Improvements on any Lot will be permitted to exist in a rundown condition or with an unkept, unattractive, or unaesthetic appearance; i.e., no peeling paint, warped doors, dilapidated fences, or similar conditions will be permitted on any Lot. In the event any Improvements are not so kept and maintained in good repair and condition, and with a neat and attractive appearance, the Association shall have the right to notify the Owner in writing of such person's default and inform the Owner that unless the Improvements are repaired and made neat and attractive within ten (10) days that the Association will cause the same to be done and the Owner shall be liable for the reasonable cost of having the same done. If an Owner is repairing or replacing an improvement with the exact same item or the same color, they do not have to get approval from the ACC, EXCEPT for fencing. For example, if they are going to repaint their house with the same color then they do not have to get approval before it is done. ALL fencing must receive prior approval by the ACC. To secure the payment of said costs, including related costs, expenses, and attorney's fees for enforcement thereof, there is reserved a Vendor's Lien against each Lot for the benefit of the Association, said Lien to be enforceable by the Association in accordance with any method allowed by law with the Association having the Power of Sale; provided, however, that each such Lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot.

19. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, and no more than a total of three (3) dogs, cats, or other household pets may be kept on any Lot provided that they are not kept, bred, or maintained for any commercial purpose. The term "household pet" does not include any reptiles.


20. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in tightly fitting, sealed sanitary containers and shall be placed in an area screened by planting or fencing. All trash and debris shall be removed from each Lot from time to time as is consistent with good health standards. All other equipment for temporary storage or disposal of such material shall be kept in a clean and sanitary condition. No incinerators are permitted. However, normal construction wastes may be accumulated on a Lot during construction, provided such accumulation does not become unreasonable in the opinion of Board.

- 21. SEWAGE DISPOSAL AND WATER SUPPLY.** No water well, cesspool or other individual sewage systems shall be constructed or used on any Lot, but each Lot must use the water and sewer services provided by Harris County Municipal Utility District No. 24.
- 22. CUTTING WEEDS AND DRAINAGE.** Grass, vegetation, and weeds on each Lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. In order to maintain the aesthetics and attractiveness of the subdivision, dead trees, shrubs, and other vegetation should be removed immediately. In the event grass, vegetation, and weeds are not cut so that the Lot is maintained in a neat and attractive appearance, the Association shall have the right to notify the Owner in writing of such person's default and inform the Owner unless the grass, vegetation, and weeds are cut so that the Lot is neat and attractive within ten (10) days, the Association shall have the right to cause the grass, vegetation, and weeds to be so cut and the Owner shall be liable for the reasonable cost of having the grass, vegetation, and weeds cut. To secure the payment of such costs of having the Lot so cut, including the cost and expenses of enforcement thereof, there is a reserved Vendor's Lien against each Lot for the benefit of the Association, said Lien to be enforceable by the Association through any means, allowed by law, with the Power of Sale; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot.
- 23. TERMS.** These covenants and restrictions are to run with the land and shall be binding on all Lots and Owners in the Restricted Property and all persons claiming under them until January 1, 2033 after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed at any time by the then Owners of at least a majority of the Lots and it is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.
- 24. MAINTENANCE FUND.** Each Lot and the Owner thereof shall be subject to an annual maintenance charge in an amount determined by the Board of Directors of the Association. This maintenance charge will be paid by the Owner(s) of each Lot in conjunction with like charges to be paid by all other Owners. This maintenance charge will be paid by the Owner(s) of each Lot within the Restricted Property to the Association, with the date of payment thereof commencing on January 1st of the year immediately following the year in which said Lot with a residence constructed thereon. In the event that an Owner of a Lot, other than a Builder, owns a Lot and does not construct a residence thereon, such nonbuilding Owner shall commence paying the maintenance charge and assessment thereof when requested to do so by the Association. The amount of each maintenance assessment will be determined annually and may be adjusted from year to year by the Board of Directors, as the needs of the Subdivision may in the judgment of the Board of Directors require. The Maintenance Fund can be applied, insofar as it may be sufficient, toward the payment for paths, parks, parkways, esplanades, vacant Lots, lighting, fogging, employing policemen and workmen, and any other things necessary or desirable in the opinion of the Board of Directors to maintain or improve the Restricted Property, or which it considers to be of general benefit to the Owners or occupants of the Restricted Property covered by these restrictions; it being understood that the judgment of the Board of Directors, in the expenditure of said funds shall be final so long as said judgment is exercised in good faith. To secure the payment of the Maintenance Fund

established hereby and to be levied on individual residential Lots as above prescribed, there is hereby reserved a Vendor's Lien against each Lot for the benefit of the Association, said lien to be enforceable by the Association through any means, including foreclosure, as allowed by law, and each Owner gives the Association the Power of Sale; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot.

25. EFFECT OF NON-PAYMENT OF ASSESSMENT OR OTHER AMOUNTS.

- a. The obligations of Owners to pay maintenance assessments and to make reimbursements to the Association for failure to comply with various provisions of the Declaration hereof shall be secured by a self-executing and continuing contract payment and performance lien (which shall be one and the same as the Vendor's Lien referred to in other provisions hereof). Such lien shall be at all times superior to any claim of homestead by or in any Owner. If any assessment, charge, or reimbursement is not paid when due, as established by the Association, then the unpaid amounts thereof shall be considered delinquent and shall, together with an interest rate of fifteen percent (15%) per annum and shall accrue from the Delinquency Date until paid, shall be a continuing debt secured by such lien against the Lot of the non-paying Owner, which shall bind such Lot and the Owner's heirs, representatives, successors, and assigns. The personal obligation for the then-existing Owner to pay such assessment or other amounts, however, shall remain the Owner's personal obligation and shall not pass to Owner's successors in title unless expressly assumed by them. However, the lien for the unpaid amounts thereof shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No diminution of amounts due shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association.
- b. The Association shall have the right, subject to all applicable debt collection statutes, to prepare and file a lien affidavit in the public records of Harris County, Texas, which specifically identifies the unpaid assessments, charges, and other amounts.
- c. In consideration of the benefits received and to be received by virtue of the ownership of Lots, each Owner (present and future) hereby grants, sells, and conveys unto the Association, each of Owner's Lots, as security for the obligations referred to in this section. In the event of failure of an Owner to timely pay its assessments, reimbursements, interest, costs, and attorney's fees, or other amounts required in the Declaration, the Owner gives the Association the Power of Sale and is the beneficiary of such amount, the Association, may elect to declare such indebtedness and all interest accrued

with respect thereto along with costs and reasonable attorney's fees fully due and payable (subject to any required notice and cure provisions set forth in the Texas Property Code), and to instruct the trustee, or its successor or substitute, at the request of such beneficiary, to enforce this trust, by compliance with the laws of the State of Texas. 

- d. The provisions in this section shall not be deemed to limit or waive any other rights and remedies available under applicable law with respect to non-compliance with any of the provisions hereof by Owners.

26. **RIGHTS OF MORTGAGEES.** Any violation of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the Lot, at the time that the easements, agreements, restrictions, reservations, or covenants are violated.

27. **ENFORCEMENT.** The covenants, reservations, easements, and restrictions set out herein are for the benefit of the Association, and equally for the benefit of any Owners of a Lot or Lots within the Restricted Property, and their heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties.

28. **IMPROVEMENT ASSOCIATION.** The Association may, at its discretion, assign or transfer any or all rights, privilege or powers accruing to it by virtue of these restrictions for the Restricted Property to any incorporated or unincorporated improvement association which shall stand in the stead of the Association, for all purposes incident to the transfer or assignment and shall be subject to the rights, duties and obligations prescribed by these restrictions as if the assigned improvement association were originally named herein.



29. **SEVERABILITY.** The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions, which shall remain in full force and effect.