

## SECTIONS ONE, TWO, THREE AND FOUR

WHEREAS, the owners of a majority of the Lots in each Section of Enchanted oaks have approved these Amendments to the deed restrictions for Enchanted Oaks, Sections One, Two, Three and Four; and

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the lot owners of ENCHANTED OAKS, SECTIONS ONE, TWO, THREE AND FOUR, being the owners of a majority of the Lots in each section of Enchanted Oaks, have approved these Amendments to the deed restrictions for Enchanted Oaks, Sections One, Two, Three and Four. The herinafter stated Amendments to the deed restrictions for ENCHANTED OAKS SECTIONS ONE, TWO, THREE, AND FOUR, shall be effective immediately upon filing same for record in the Official Public Records of Real Property of Harris County, Texas, or for record in such other record of real property in the County Clerk's Office of Harris County, Texas, in which such records are customarily filed. The deed restrictions for Enchanted Oaks, Section One, Two, Three and Four, shall be and are hereby Amended as follows:

## ARTICLE I

### DEFINITIONS

Section 1. "ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC." is a Texas Non-profit Corporation, includes its members, officers, agents, be referred to as the Association, or EOHA.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, and excluding those persons or entities holding only a lien, easement, mineral interest or royalty interest burdening the title thereto.

Section 3. "Property" or "Properties" shall mean and refer to allot Enchanted Oaks, as same is legally described in the Map Records of the County Clerk's office of Harris County, Texas, for Enchanted Oaks Subdivision and any additions thereto as may hereinafter be brought within the jurisdiction of the Board of Directors of EOHA.

Section 4. "The Subdivision" shall mean and refer to the Properties as defined above and any additional Properties which my hereinafter be brought with the scheme of these restrictive covenants and hereinafter brought within the jurisdiction of the Board of Directors of Enchanted Oaks Homeowners Association, Inc.

Section 5. "Lot" and/or "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map or plat of the properties, with the exception of (a) reserved tracts, (b) public areas such as parks, parkways and esplanades as shown on any subdivision map or plat, and (c) any common area which is owned by or may be acquired by EOHA.

Section 6. "Common Areas" shall mean all real and personal property which has been or which may be acquired by the EOHA, or as platted for the common use and enjoyment of the owners. The term shall be synonymous with "Common Facilities" and "Common Properties".

Section 7. It Architectural Control Committee" shall mean and refer to the Enchanted Oaks Architectural Control Committee provided for in Article IV hereof, and shall sometimes be referred to as the Committee.

Section 8. "Supplemental Declaration" shall mean and refer to any supplemental declaration of covenants and restrictions bringing additional property within the scheme of the declaration

under the authority provided in Article VIII, Section 4 hereof, and/or supplementing these restrictions and covenants.

Section 9. "Corner Lot (s)" shall mean and refer to any Lot which abuts on more than one street.

Section 10. "Single Family" and/or "Single Family Dwelling" shall mean residential occupancy by members of a family who are related to each other by blood, adoption, or marriage, or residential occupancy by not more than two unrelated persons, living together as a single housekeeping unit as distinguished from a group occupying a boarding house, fraternity house, apartment house, commune or multi-family house.

Section 11. "Business" or "Business Purpose" shall mean and include, but not limited to, any occupation or venture having profit as one of its major aims; any commercial, industrial or professional dealings; any commercial establishment of any sort: any activity which includes one or more employees of any kind, not a member of the family residing on the premises; any establishment frequented by customers; any other activities which are commercial, profit-oriented, industrial, professional or manufacturing in nature and/or which involve the production, manufacturing, trade or sale of goods and services; and/or any non-profit organizations which have one or more employees (as defined above). and/or which are frequented by customers.

Section 12. "Streets" shall include any street, drive, boulevard, road, lane, avenue or any place that is shown on the recorded plat as a thoroughfare.

Section 13. "Section I" shall refer to all Lots in Enchanted Oaks, Section One (1), a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 135, Page 20 of the Map Records of Harris County, Texas.

Section 14. "Section II" shall refer to all Lots in Enchanted Oaks, Section Two (2), a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 154, Page 98 of the Map Records of Harris County, Texas.

Section 15. "Section III" shall refer to all Lots in Enchanted Oaks, Section Three (3), a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 164, Page 1 of the Map Records of Harris County, Texas.

Section 16. "Section IV" shall refer to all Lots in Enchanted Oaks, Section Four (4), a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 189, page 1 of the Map Records of Harris County, Texas, and the replat thereof.

Section 17. "Available Parking Spaces in a Garage" shall mean the total number of vehicles which could be parked or stored in a garage if the garage were completely unobstructed.

Section 18. "Record Owner" shall mean the owner of record filed in the Real Property Records for and in Harris County, Texas.

Section 19. "Real Property Records" means the applicable records of the County Clerk of Harris County, Texas, in which conveyances of real property are recorded.

Section 20. "Board" shall mean the Board of Directors of the Enchanted Oaks Homeowners Association, Inc., also known as the "Directors".

Section 21. "Maintenance Fund Trustees" shall mean and refer to the members of the Enchanted Oaks Maintenance Fund as set forth in Article II heretofore.

Section 22. "Lien Holder" means an individual, corporation, financial institution or other entity that holds a vendor's or deed of trust lien or mechanics lien secured by land within the Subdivision.

Section 23. "Residential Lot(s)" means and refers to the Lots, shown upon the Subdivision plat, which are restricted hereby to use for residential purposes.

Section 24. "Approving Section(s)" shall refer to those Sections in which the required member of Lot Owners sign and approve this Declaration.

Section 25. "Majority" shall refer to a simple majority (more than one-half) of the Record Owners.

Section 26. "Structure" shall refer to and mean anything constructed on a Lot, including but not limited to, buildings and any part thereof, garages, dwellings, out buildings, fences, swimming pools, decking, spas, gazebos, fences, tennis courts, pavement, driveways, walkways, slabs and other things constructed, whether constructed on the Lot or constructed elsewhere and moved onto the Lot.

Section 27. "Deed Restriction Committee" shall mean and refer to the Enchanted Oaks Deed Restriction Committee provided for in Article IV hereof, and shall sometimes be referred to as the "Restriction Committee".

## ARTICLE II

### AMENDMENT OF EXISTING RESTRICTIONS AND COVENANTS

Section 1. Purpose of Declaration of Covenants, Conditions and Restrictions. Except as hereinafter provided, the purpose and intent of this Declaration of Covenants, Conditions and restrictions is to amend, in their entirety, the existing Restrictions and Covenants Governing Property and Lots in Enchanted Oaks Subdivision Sections I, II, III, and IV.

Except as hereinafter provided, the existing restrictions and covenants governing property and Lots for each of the foregoing sections shall be amended in their entirety upon approval of this Declaration by a majority of the members (as that term is defined elsewhere in this Declaration) of each Section of Enchanted Oaks. The amendment of the restrictions and covenants, as contained in this Declaration, shall not operate to divest the Board of Directors of EOHA, or any other affected person, from pursuing a legal action to enforce or abate any violation of any of the restrictions and covenants contained in the existing restrictions and covenants governing property and Lots in Enchanted Oaks Subdivision, and shall not operate to relieve any person or entity from his or its obligation to pay any regular assessments for maintenance fees which had accrued and/or were delinquent at the time of the enactment of this amendment.

The amendment of the restrictions and covenants, as contained in this Declaration, shall not apply to existing structures and improvements so long as the structure and improvement was not in violation of the Deed Restrictions in existence at the time of enactment of this Declaration; however, these restrictions may be enforced against any subsequent Owner of the Lots to whom the Record Owner of the Lot (at the time of approval of this Declaration) may subsequently transfer the Lot.

Section 2. Effect of Amendment. This Declaration of Covenants, Conditions and Restrictions shall become effective and legally enforceable upon approval by a majority of the Lot Owners in an "Approving Section" of the Subdivision. In the event that a majority of such Lot Owners shall approve this Declaration in one or more Sections of Enchanted Oaks Subdivision, these Declarations of Covenants, Conditions and Restrictions shall become effective and legally enforceable as to each and every Section of Enchanted Oaks Subdivision in which at least a majority of the Lot Owners have approved this Declaration. Although the intent of this Declaration is to provide a uniform set of covenants, conditions and restrictions for all Sections of Enchanted Oaks Subdivision, the covenants, conditions and restrictions contained in this Declaration shall be effective and legally enforceable in those Sections of Enchanted Oaks Subdivision in which this Declaration has been approved and ratified is provided herein, even though other Sections of Enchanted Oaks Subdivision fail to approve and ratify this Declaration.

Section 3. Severability. Should the Declaration of Covenants, Conditions and Restrictions, contained in this instrument, be invalidated in its entirety by judgement or court order, then the Restrictions and Covenants Governing Property and Lots in Enchanted Oaks Subdivision, as same existed prior to this amendment, shall be revived and shall remain in full force and effect as it is the intent of the signatories to this Declaration that restrictions and covenants shall govern the properties of Enchanted Oaks. In the event that any particular sections or provisions of this Declaration are invalidated by judgement or court order and the entire Declaration is not so invalidated, and, as the result of such invalidation the particular restriction or covenant is no longer enforceable (in its amended form), then the applicable restriction of covenant contained in the Restrictions and Covenants Governing the Property and Lots in Enchanted Oaks Subdivision shall be revived and shall remain in full force and effect only as to the particular restriction or covenant which had been invalidated.

Section 4. Future Amendments. The provisions of this Article shall govern the enactment of this Declaration. Future Amendments or Revisions or Supplemental Declarations shall be governed by the provisions of Article VIII.

### ARTICLE III

#### LAND USE AND BUILDING RESTRICTIONS

Section 1. Residential Use. Each Lot in the Subdivision shall be subject to the following use restrictions and such Lots shall be occupied and used only as follows:

(a) No Lot shall be used for any purpose except for single family residential purposes, except as hereinafter provided. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, nursing homes, clinics, duplex houses, apartments houses, multiple family dwellings, boarding houses, hotels, garage apartments, stores, licensed and unlicensed day care or child care centers, sales offices (except as hereinafter provided), warehouses, or other business related or multiple family dwellings. No Lot shall be used or occupied for any business, commercial, trade or professional purpose. No building or structure, intended for or adapted to business purposes, shall be erected, placed, permitted or maintained on such Lots or on any part thereof, and any such described business uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean 'those permissible buildings and structures which are or will be erected and constructed on the Lots in Enchanted Oaks Subdivision. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two stories in height with a private garage (either attached or detached), and permitted outbuildings as defined in Section 6 of this Article.

No building of any character (except as hereinafter provided) shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon.

(b) Notwithstanding the above, an outdoor salesperson or other professional person shall have the right to maintain an office in his home subject to the following restrictions: (1) No signs, advertisements, displays, banners, etc., shall be placed or maintained on the Lot, on the residency or any other structure of the Lot, or in any window of any residency; (2) No employees, agent or independent contractors (other than members of the family residing on the property) shall be employed to work at the premises; (3) No production or manufacturing of goods shall be permitted and no goods or services shall be sold or exchanged at the premises, except by telephone or mail; (4) Customers shall not be allowed to frequent the residency on a regular basis; and (5) The activity carried on shall not constitute and/or become an annoyance or nuisance to other Lot owners.

(c) Neither the Architectural Control Committee nor the Board of Directors of EOHA shall have any right to grant a variance as to the residential use restriction, and any such variance shall be null and void.

(d) Each owner of any Lot subject to these Restrictions shall be deemed to have consented, covenanted and agreed by acceptance of contract, conveyance or other transfer of title covering such Lot that such owner will not apply for a permit to erect, place, alter or add to any structure on any Lot other than a single-family residence or other approved structure as specified and permitted herein.

Section 2. Dwelling Size. The minimum livable or floor area of the main residential structure, exclusive of open or screen porches, stoops, open terraces, garages, patios and attached accessory buildings shall be 1800 square feet for Sections I, II, III, and IV of the Enchanted Oaks Subdivision.

Section 3. Quality and Type of Construction, Materials and Landscape. The following restrictions shall govern the construction of any structure on any Lots in the Subdivision:

(a) No residence shall have less than fifty-one percent (51%) brick or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee. All exterior first floor walls (exclusive of window and door openings) facing a street shall be erected with complete brick or masonry veneer, except that the Architectural Control Committee has the authority to approve residential construction utilizing other building materials so long as fifty-one percent (51%) of the residency is brick or equivalent masonry construction on its exterior wall area. For purposes of this restrictive covenant, masonry includes stucco and all materials commonly referred to in the Houston, Texas, building industry as masonry. Masonry as used and required herein shall also include brick, brick veneer, stone, stone veneer, or other type of masonry construction, but shall not include asbestos shingles or other similar fireproof boarding.

In computing the above percentage, roof areas, gables and window and door openings shall be excluded, but attached garages, porches and other structures constituting part of the residency shall be included.

(b) All residential structures shall be constructed on a concrete slab. The minimum top slab elevation for any residence shall be twelve inches (12") above the natural ground elevation of the Lot, or the minimum slab elevation required for a building

permit issued by the Harris County Engineer's office, in compliance with the Federal Flood Insurance regulations, or the minimum slab elevation required by the Architectural Control Committee, whichever elevation is higher.

(c) All roofs of any permitted structures of whatever type shall be constructed of wood shingles or substitute as approved by the Architectural Control Committee. No roof or any building shall be constructed or covered with asphalt or asbestos shingles or composition roofing materials unless (1) it is of a grade to match or better G.A.F. Timberline shingles (330 lbs. or better) of a wood shingle color and (2) it is approved by the Architectural Control Committee. All roof mounted solar panels and alternate energy installations must be approved in writing by the Architectural Control Committee.

(d) Unless otherwise approved in writing by the Architectural Control Committee, each main residence building and all improvements shall be constructed on the Lot so as to face the front of the Lot. Each corner Lot shall face on the street which it has the smallest frontage, except that garages on corner Lots may face the side street.

(e) No window or wall type air conditioner shall be permitted to be used, erected, placed or maintained in or on any building except in authorized sales offices or in garages as described above.

(f) No recreational equipment or structure, such as basketball boards, trampolines, swing sets, etc., shall be erected or maintained on any Lot forward of the building setback line or side yard lines for corner Lots. Such recreational equipment or structures shall not be permitted to be used in such manner as to become a nuisance or annoyance to other Lot Owners.

(g) Mailboxes, house numbers and similar structures must be harmonious with the overall character and aesthetics of the Subdivision.

(h) All new dwellings in any section of the Subdivision shall be of a quality of workmanship and materials substantially the same or better than the existing dwellings previously constructed in that Section in which the dwelling is located.

(i) No residential dwelling which has been previously constructed and which was not otherwise in violation of the existing deed restrictions at the time of construction shall be affected by these restrictions.

Section 4. Building Locations. The following restrictions, covenants and conditions shall be applicable to all dwellings, garages and other structures constructed on any Lot:

(a) No building or other structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat.

(b) For purposes of this Declaration, eaves, steps and open porches shall be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot or to extend beyond the building setback line. Overhangs of the walls or buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation.

(c) For purposes of this Declaration, the front Lot line of each Lot shall coincide with and be the Lot line having the shortest dimension abutting a street.

(d) A corner Lot shall be deemed to front on that street on which it has its least dimension. Dwellings on corner Lots shall have an acceptable frontage on all streets on which the particular corner the Lot faces.

(e) The following building setback lines shall govern: No dwelling, building or other structure shall be located on any residential Lot or plot nearer than twenty-five feet (25') to the front Lot line, nor nearer than ten feet (10') to any side street line, unless otherwise noted on the recorded plat, nor nearer than five feet (5') to the rear Lot line, nor nearer than three feet (3') to any side Lot line on the garage side and five (5') on the living area side.

Section 5. Temporary and Prohibited Structures. There shall be permitted on any residential Lot the use of a storage building, not to exceed eight feet (8') in height inclusive of the roof, at its highest point, provided that such storage building does not exceed one hundred fifty square feet (150 sq. ft.) in total area, that such building is approved by the Architectural Control Committee, that said storage building is built and maintained in a manner consistent with these restrictions and covenants, that said storage building is placed out of public view behind a fence or other protective screening as provided elsewhere in these covenants, and that such storage building complies strictly with the applicable setback lines.

Section 6. Garages. Garages must be provided for all residences and in no case shall a carport be permitted on any residential lot. The garage shall conform in architectural design and material with the main structure. No garage shall be placed, erected, or maintained upon any part of said premises except for use in connection with a residence already constructed or under construction at the time such garage is placed or erected upon the Lot. There shall be only one (1) garage structure for each Lot which shall have places for no fewer than two (2) and no more than three (3) vehicles.

No garage door located less than twenty-five feet (25') behind the front wall of the main residential structure shall open at less than a ninety (90) degree angle to the front property line unless expressly approved, in writing, by the Architectural Control Committee. Nothing herein contained shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles or vehicles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. All garages shall be connected to the nearest street by a driveway, which driveway shall be surfaced with concrete or other similar substance approved by the Architectural Control Committee. The Architectural Control Committee shall determine the location of the driveway. No more than one driveway, including an approved. circular driveway, shall be permitted on a Lot and the width of the allowed driveway shall not exceed the width of the garage, unless otherwise approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have the authority, in its sole discretion, to determine the type of construction and location of said garage. In no case may any garage be used for any business and/or business purpose as such garages shall be subject to the provisions of Section 1 of this Article. No garage on any Lot shall be used as a residence under any circumstance.

Garage doors shall be kept completely closed when the garage is not in use and no vehicle or other obstruction shall be placed in the garage which prevents the garage door from being closed.

Any construction of a second floor level of a garage, whether by the original builder or as an alteration to an



existing garage, shall require the prior written approval of the Architectural Control Committee.

The restrictions contained herein shall not apply to a porte-cochere provided that said porte-cochere has been approved as to location, size, type of material and design by the Architectural control Committee prior to its construction, and provided that said porte-cochere corresponds in style, architecture and type of material to the main structure to which it is appurtenant.

Section 7. Fences and Protective Screening. No fence, wall, hedge, pergola, or other attached or detached structure shall be erected, placed, maintained or permitted to remain on any part of any Lot between the street adjoining the Lot and front setback lines and/or forward of the building setback line of such Lot as the case may be or on the Lot building line of any corner Lot on the side facing the street. No fence or wall is to exceed eight feet (8') in height. The heights or elevations of any wall or fences shall be measured from ground level perpendicularly to the top of the fence. In no event shall any fence or wall be erected, placed or altered on any Lot nearer to the street than the minimum setback lines as shown on the recorded plat. No fence or wall constructed of chain link or other form of metal wire or wire mesh shall be erected on any Lot, unless completely enclosed inside wood fencing or other approved fencing and unless such fence is lower in height than the outside fence. Wooden fences visible from and adjoining to any street shall be constructed in such a manner that smooth faced pickets will be visible from the street and horizontal rails and vertical posts face into the rear or side yard. Said fences shall be constructed so that there are no gaps between the boards constituting said fence larger than ½ inch. It shall be the Lot Owner's responsibility to maintain the fence or protective screening in good repair.

All fences shall be of the design, color and type of materials which are architecturally compatible and in keeping with the general decor of the subdivision.

Wrought iron fences shall be permitted provided that the design, color and type of material of such fence is approved by the Architectural Control Committee prior to its construction or installation.

Section 8. Antennas, Electronic Transmitters, Satellite Dishes. The following restrictions, covenants and conditions shall be applicable to antennas, electronic transmitters and satellite dishes:

(a) No electronic antenna or device of any type other than one antenna for receiving television signals, FM signal and/or citizens band signals shall be erected, constructed, placed or permitted to remain on any Lots, residencies thereon or other permitted buildings constructed in the properties.

Only one exterior television antenna shall be allowed for each Lot and if it is roof mounted it must not exceed four feet (4') over the highest point of the roof of the main residential structure on such Lot. The permitted antenna may be free standing (with or without guy wires) or may be attached to the residential structure; however, in any event, the antenna's location shall be restricted to the rear of the residential structure or to the rear of the roof ridge line, gable or center line of the residential structure so as to be hidden from sight, to the greatest extent practical, when viewed from the front of the Lot.

(b) Satellite dish antennas and/or any other dish type antennas, where permitted, must be mounted on a concrete foundation, and anchored in such a manner that the antenna will

be secure in a high wind. Such dish antennas shall not be more than ten feet (10') in diameter. The location of such dish antenna shall be restricted to the rear of the residential structure so as to be hidden from sight, to the extent practical, when viewed from the front of the Lot. Notwithstanding the above, the location, size, design and practicality for any dish antenna must be approved, prior to construction and installation, by the Architectural Control Committee. No other exterior antennas of any sort shall be placed, allowed or maintained upon any structure or Lot situated upon the properties without the written approval of the Board of Directors of EOHA prior to its construction, erection or installation.

(c) No radio or other electronic transmitter shall be permitted or maintained on any Lot, the operation of which may interfere with normal radio or television reception of other Lot Owners.

(d) The restrictions contained in this section shall not apply to existing antennas or satellite dishes so long as the antenna or satellite dish was not in violation of the Deed Restrictions in existence at the time of enactment of this Declaration: however, these restrictions may be enforced against any subsequent Owner of the Lots to whom the Record Owner of the Lot (at the time of approval of this Declaration) may subsequently transfer the Lot.

Section 9. Outdoor swimming pools, hot tubs, spas, decking and gazebos. The design and location of outdoor swimming pools, hot tubs, spas, decking (over six feet in height), greenhouses and gazebos must be approved, prior to installation and/or construction, by the Architectural Control Committee, and such pools, etc., must be securely fenced. Each Lot Owner shall provide adequate fencing around any swimming pool, hot tub and/or spa constructed or installed on his Lot as so to safely keep children out of the pool or spa area. No outdoor swimming pool, hot tub, spa, decking or gazebo may be built or maintained forward of the front building setback line of a Lot, or the side yard lines for corner Lots, or forward of the residence.

Outdoor swimming pools, hot tubs, spas, decking and gazebos shall not be constructed in such a manner or at such location so as to infringe upon or interfere with any utility easements (as set forth in Article VII) and/or any easements for surface drainage (as set forth in Article III, Section 16).

Section 10: Signs. No signs, billboards, banners, posters, advertising flags or advertising devices of any character shall be erected or maintained on any residential lot except one sign of not more than five square feet (5 sq. ft) advertising the Lot for sale or rent, including signs used by a builder to advertise the Lot during the construction or sale of a new dwelling. Garage sale signs in the lot owner's yard and open house signs by realtors shall be permitted, provided that such signs meet the required size set forth above. This restriction shall also apply to all entrance esplanades and the areas along any streets in the subdivision. No signs of any sort may be attached to trees or to any structure or in windows. The Board of Directors of EOHA and/or its agent shall have the right to remove any signs not complying with the provisions of this section, and in doing so, the Board of Directors of EOHA or its agents shall not be liable, and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising therefrom such removal.

Section 11. Oil and Mining Operations. No oil or gas drilling, oil or gas development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use and boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 12. Livestock, Poultry, Reptiles and Insects. No animals, livestock, sheep, goats, swine, reptiles, insects or poultry of any kind shall be raised, bred or kept on any Lot except that not more than a total of three (3) dogs, cats and other common household pets may be kept, provided that such pets are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the Owner of such Lots, and provided that such pets are not allowed to roam or wander unleashed in the neighborhood and provided that such pets shall not become a nuisance or annoyance to other Lot Owners in the neighborhood. Regardless of the number, size or type of household pets, such pets shall not be permitted to constitute an undesirable noise or other nuisance. Excessive barking by dogs, especially between the hours of 10:00 o'clock p.m. and 7:00 o'clock a.m., shall constitute a nuisance per se and the, Directors of EOHA shall have authority to abate such nuisance by injunctive action or other legal remedies. All animals shall be kept confined inside an enclosed area by their owner and shall not be outside the enclosure except on a leash. No horses, cattle or other livestock shall be kept or stabled on any such Lots. The Directors of EOHA shall have the right to limit the number and variety of household pets and shall, in its sole discretion, determine whether the activities of such pets constitute a nuisance or annoyance to other Lot Owners. The Directors of EOHA shall have the further right to establish regulations providing for the controls of pets.

Section 13. Storage and Disposal of Garbage and Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material and such rubbish shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Trash, garbage or other waste shall be kept screened by adequate planting or fencing or in the garage and shall not be kept in an area which extends beyond the front setback line or the front or the side setback lines on a corner Lot and must be concealed from public view, except on the regularly scheduled collection days. All garbage and waste substances being kept temporarily on a Lot pending collection thereof shall be kept in closed sanitary containers with top or lids, or in plastic bags with the top hereof tied. All containers, bags or other equipment for the storage or disposal of such waste substances shall be kept in a clean and sanitary condition.

No Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction and improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses, without undue delay, until the completion of the improvements, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. The dumping of rubbish, trash, garbage or other waste materials on vacant Lots or common areas is prohibited. It is further provided that there shall be no burning of trash or leaves at any time in the Subdivision.

Section 14. Water and Sewage Disposal Systems. No individual water supply or sewage disposal system shall be permitted on any Lot. No water well, outside toilets, privy, cesspool, septic tank or other individual water or sewage system shall be constructed, utilized or maintained on any Lot, and each Lot Owner must use the water and sewer services provided by W.C.I.D. #110 until such time as those services are provided by the appropriate state, county, municipal or other governmental

authorities.

Section 15. Visual Obstruction at the Intersections of Streets. No object or thing that obstructs sight lines and elevations between two feet (2') and six feet (6') above the surface of the streets or roadways shall be placed, planted or permitted to remain on any corner Lot. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway. No vehicles may be parked in driveways on corner lots in such a manner as to obstruct sight lines at intersecting streets; provided further that the provisions of Section 22 of this Article shall be controlling. No tree shall be permitted to remain at such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence, wall, tree, hedge or planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. The decision by the Directors of EOHA as to what constitutes such obstruction shall be final and the Directors of EOHA shall be vested with authority to remove such obstruction without liability to the Owner in trespass or otherwise.

Section 16. Easement for Surface Drainage. No wall, fence, structure, hedge, trees, shrubs or other obstacles shall be constructed so as to prevent natural surface drainage across the adjoining lots. No structure, planting or other materials shall be placed or permitted to remain or other activity undertaken which may damage or interfere with established slop ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope controlled areas of each Lot and all improvements in them shall be maintained by the Owner of the Lot (except for those improvements for which a utility company is responsible) in such a manner to comply with this restriction so as not to cause harm or interference with the natural surface drainage of any adjoining Lots. The Architectural Control Committee shall take surface drainage into consideration when considering the location of any structure, fence, pool, etc.

Section 17. Sidewalks. No sidewalks shall be constructed or maintained without the prior written approval of the Directors of EOHA, and the Directors of EOHA shall have the sole authority to determine the location and type of construction of any sidewalk within the Subdivision. Sidewalks shall be defined as walks or raised paths, constructed of concrete or other paved materials, which are parallel to the abutting street and forward of the front or side building line of the Lot nearer than fifteen feet (15') to the abutting street. Notwithstanding the above, the Directors of EOHA shall have no authority to require any Lot Owner to construct a sidewalk or to take any portion of Property by eminent domain or otherwise to construct such sidewalks. All permitted sidewalks shall have curb ramps at all crosswalks as required by 23 U.S.C.A. 5402 (b) (1) (F) and all curb ramps shall be constructed in accordance with specifications provided by the Engineering Department of Harris County, Texas.

Section 18. Composite Building Site. Any Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site with a privilege of placing or constructing improvements or such resulting sites in which case setback lines shall be measured from the resulting property lines. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the Lots in the same block. Notwithstanding the above, it is expressly provided that no such consolidation of Lots as provided herein above shall be permitted without the prior written approval of the Architectural Control Committee.

Section 19. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all grass, vegetation and weeds thereon cut in a sanitary, healthful and attractive manner. In no event shall any Lot Owner or occupant use any Lot for storage of materials and equipment (except for normal residential requirements or incident to construction of improvements thereon as here-in permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon. Every Owner of a Lot by the acceptance of a deed for the same, or by acceptance of title as devised or heir, covenants that he, she or it will not permit the Lot or any improvements thereon, including, but not limited to, the grass, shrubs, trees, driveways, walks, and fences thereon, to be otherwise maintained than in good repair and in safe, neat and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises. It shall be the Lot Owner's responsibility to keep the lawn abutting the street on his property line properly edged and to remove any dead limbs or trees which are either unsightly or which are a danger to other property owners.

Except for driveways and walkways constructed by the original builder of the dwelling, no part of the front Lot between the street adjoining the Lot and the front and/or side building line shall be paved or covered with any other hardened surface (including concrete and rocks) without the prior written approval of the Directors of EOHA and the Architectural Control Committee.

It is the intent of this paragraph that within the area defined above only grassy decorative landscaping, trees and associated bordering shall be installed, constructed and/or maintained.

All yard equipment, wood piles, material, storage piles and drying of clothes shall be screened to conceal them from public view of neighboring Lots, streets or other Properties.

All residences and other permitted buildings must be kept in good repair, and must be painted, after written approval of the Architectural Control Committee, when necessary to preserve their attractiveness.

**NOTICE AND HEARING REQUIREMENTS.** In the event that any Owner shall fail to maintain his Lot in accordance with the provisions contained in this section and, in the judgement of the Deed Restriction Committee, such failure results in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring lots or constitutes a hazard to persons or property, the Deed Restriction Committee of EOHA may give written notice, by regular mail to the property address, of such failure to maintain to the Owner of the Lot, specifically setting out the actions required to rectify such failure to maintain, and demanding that corrective action sufficient to cure the lot maintenance problem defined by the Deed Restriction Committee be taken by the Owner of the Lot within ten (10) days of receipt of written notice setting forth the complaint. Within ten (10) days after receipt of such notice from the Deed Restriction Committee, the Owner of the Lot shall perform such maintenance required to bring the Lot within compliance with these deed restrictions or shall, by written request to the Board of Directors of EOHA, demand a hearing before said Board of Directors.

Upon receipt of written request for such hearing, the Board of Directors shall schedule a specific time and place for the hearing and shall cause notice to be served on the Owner and all Directors of Enchanted Oaks Homeowners Association. After listening to all interested parties at such duly scheduled and convened hearing, the Board of Directors will decide by a 2/3 vote of the Board members, whether the maintenance of the Lot in question is substandard so as to be in violation of these deed

restrictions and what action is necessary to cure the lot maintenance problem. Decision of the Board of Directors shall be final and shall be binding on all parties.

Upon failure of the Owner of the Lot to voluntarily rectify the condition formally noticed by the Deed Restrictions Committee within ten (10) days after such notice from the Deed Restriction Committee, or failure of the owner of the Lot to comply with the directives by final decision of the Board of Directors at the said hearing within five (5) days of such hearing, the Board of Directors of EOHA may, without liability to the Owner or occupant, in trespass or otherwise, enter upon or authorize its agents to enter upon said Lot to do any grass or weed cutting, trash and debris removal, or any other work to be performed on the Lot to restore the Lot to a condition in compliance with these Deed Restrictions. For the purpose of performing the necessary exterior work, after expiration of the required ten-day notice period above and upon a 2/3 vote of the Board of Directors, the Board of Directors of EOHA, through its authorized agents, servants, employees or contractors, shall have the right to enter upon any Lot within the properties at reasonable hours between the hours of 7:00 a.m. and 8:00 p.m. on any days except Sundays and legal holidays.

Payment of charges for any work performed upon any Lot to bring said lot into compliance with these deed restrictions shall remain the responsibility of the owner of the Lot, regardless of whether performed by the Owner of the Lot and his agents, employees or contractors, or, after notice and/or hearing as set out in these Deed Restrictions, by the Directors of EOHA and its agents, employees or contractors. Payment for any work performed on a lot pursuant to this Section 21 shall be due upon presentation of invoice to the Owner, either in person or by mail. Default in the prompt and full payment within thirty (30) days from the date the invoice is sent to the Owner at the property address shall entitle the Directors of EOHA to cause the amount of the invoice to be added to and become part of the annual maintenance assessment or charge, to which such Lot is subjected under these covenants, and as part of such Lot is subjected under these covenants, and as part of such annual assessment or charge, it shall be a lien and obligation of the Owner in all respects as provided in these covenants.

Section 20. Nuisance and Annoyances. No noxious or offensive activity shall be carried on upon any Lot or in the common area, nor shall anything be done thereon which may be or become any annoyance or nuisance to the other Lot Owners. No Lot shall be used, in whole or in part, for the storage of rubbish or hazardous waste of any character whatsoever, nor for the storage of any property or thing that might cause such Lot 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 Lot 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 surrounding property. No activity shall be carried on upon any Lot or in the common area in which might reasonably be considered as giving annoyance to the neighbors or other Owners of ordinary sensibilities or which might be calculated to reduce the desirability of the properties as a residential neighborhood, even though such activity may be in a nature of a hobby and not carried on for profit.

Stereos, hi-fis, radios, car radios and stereos, outside stereos and speakers, and other devices or equipment used for transmitting or receiving radio signals or electric signals, and televisions shall be maintained or used at such volume or decibel level as to not disturb the peace, quiet, comfort or serenity of adjoining Lot Owners, and the use of same at such volume or decibel level and/or at unreasonable times shall constitute a nuisance per se. No air conditioning equipment,

machine or any other device producing continuous sound levels in excess of eighty (80) decibels within a five foot (5') radius shall be operated or maintained on any Lot.

The discharging of firearms is strictly prohibited in the Subdivision, except for reasonable and necessary protection of person or property.

The use of fireworks, including but not limited to bottle rockets, sky rockets or firecrackers, shall be strictly prohibited and shall be deemed a nuisance per se.

Except in an emergency or when other unusual circumstances exist, as determined by the Directors of EOHA, noisy outside construction or yard work or noisy interior construction work shall be permitted only after 7:00 o'clock a.m. and before 9:00 o'clock p.m.

No repair work, dismantling or assembling of motor vehicles or of any other machinery or equipment shall be permitted in any street or yard adjacent to a street, or in the common areas. Automotive repair work of a temporary nature will be permitted on driveways behind the building setback line, but in no event for a period greater than seventy two (72) hours. No automobiles or other vehicles shall be stored, placed or maintained on blocks even on a temporary basis unless kept concealed in a garage or otherwise screened from public view. Automobiles or other vehicles which are determined to be in violation of the requirements of this paragraph shall be subject to tow-a-way and the Board of Directors of EOHA shall be relieved of all liability in taking such action.

The operation of dirt bikes, three wheel vehicles, go-carts or similar vehicles is strictly prohibited and shall not be permitted in the Subdivision, and the operation of such vehicle shall constitute a nuisance per se.

Section 21. Obstruction of Common Areas. There shall be no obstruction of the common areas. Nothing shall be kept, placed or stored in the common areas without the prior written consent of the Board of Directors of EOHA. Nothing shall be done or kept in the common areas which will increase the rate of insurance on the common areas without the prior written consent of the Board of Directors of EOHA. No Lot Owner or occupant shall permit anything to be done or kept in the common areas which will result in the cancellation of insurance for any part of the common areas, or which would be in violation of law. No waste shall be placed in or on the common areas.

Section 22. Vehicles and Vehicle Parking. No motor home, boat, truck larger than one ton, camper, boat rigging, boat trailer, travel trailer, mobile home, truck cab, detached camper top, recreational vehicle, (RV) commercial vehicle, any vehicle with commercial logos or signs, any inoperative vehicle, any self-propelled or towable equipment or machine, automobile, van or other vehicle shall be stored, parked or kept on any Lot continuously for a period exceeding one (1) week unless they are placed or parked in the garage of the homeowner with the garage door completely closed or otherwise screened from public view by screening or fencing approved by the Architectural Control Committee. It is the intent of this section that no such vehicles shall be parked on any street or driveway or other portion of the lot exposed to public view forward of the front setback line except for temporary parking incident to the contemporary use of such vehicle and this section shall be strictly construed for that purpose. No inoperative vehicle (inoperative being defined as not in running or usable condition) may be parked or stored on any Lot or in any street at any time unless stored in a garage. No vehicle of any type shall be

permitted to park at any time on unpaved surfaces, such as yards, between the street and the front or side setback lines, as shown on the respective recorded plat.

Mobile homes shall be prohibited on any Lot, or streets in the Subdivision, whether or not the wheels are attached.

No vehicle of the Lot Owner, and/or the occupant, and/or his family, quests and invitee, shall be parked on streets or driveways so as to obstruct ingress and egress by the occupants of other Lots, their families, quests and invitee except for the reasonable needs of emergency. No vehicle may be parked so as to obstruct postal delivery or to constitute a safety or traffic hazard.

At no time shall any house trailer, or any truck, trailer or commercial vehicle having a rated load capacity in excess of one (1) ton, be parked overnight or stored on any residential Lot I nor shall any of the foregoing be parked on any street in the Subdivision at any time other than as may be reasonable required incident to construction work or delivery or pickup of goods, wares, property or materials to or from a Lot in the subdivision.

In those cases in which there are not sufficient parking spaces in the garage for all vehicles owned by the Lot Owners and the members of his family actually residing on the Lot, automobiles may be parked on the driveway of the Lot no closer to the street than the building front setback line or side setback line for corner lots as shown on the recorded plat of the Subdivision. The number of available parking spaces in the garage shall be in accordance with Section 6 of this Article. The exception contained in this paragraph as to automobiles shall not apply to other vehicles, trailers, campers, boats, etc., enumerated in the first paragraph of this section.

Section 23. Brick Walls and Entrances. Brick walls, entrance esplanades, or entrance signs, or any other improvements provided by the Developer shall become the property of EOHA, and an easement to maintain said improvements is hereby retained in favor of EOHA. Said improvements shall not be altered, replaced or repaired without approval of the Board of Directors of EOHA. No structure or other objects may be attached to or placed on such improvements, entrance esplanades, or entrance signs without the prior written approval of the I Board of Directors of EOHA, and the Board shall be vested with authority to remove, without any liability to the Lot Owner or occupant, any structures or objects deemed by the Board to be in violation of this section.

Section 24. Gas or Electric Light. All houses shall have at least one operating gas or electric light in the front yard, with any such electric light to be controlled by photo cells.

Section 25. Nondiscrimination. No action shall at any time be taken by the Directors of Enchanted oaks Homeowners Association, Inc., which in any manner would discriminate against any Lot Owner or Owners in favor of any other Lot Owners.

## ARTICLE IV

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Objectives of Architectural Control Committee. The committee's objective shall be to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular designs or appearances from being built in the Subdivision, and to control architectural harmony in the



## Subdivision.

No building, fence, wall, driveways, sidewalks, swimming pool, gazebo, structural flag pole, satellite dish, windmill, solar panel or any other structures or other improvements shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereon be made to any residential building site or Lot, until the construction plans, specifications and drawings (showing the front elevation) have been approved by the Architectural Control Committee. Prior to the pouring of the slab, and after the forming, a slab survey shall be supplied to the Committee as to use, quality of workmanship and materials, as to conformity in harmony with the exterior design of the existing structures in Enchanted Oaks, and as to location of building and improvements with respect to topography and finished elevation.

The person or entity seeking a variance or other proposed action shall first submit to the Committee a preliminary site plan showing all uses and dimensions of the proposed building, structure or other improvement in relation to other structures on the Lot and on adjoining Lots or properties and any other details which the Committee may require. After the preliminary site plan has been approved (with or without modifications or conditions) by the Committee, the final working plans and specifications for the work shown on the preliminary site plan and schematic plan shall then be submitted to the Committee. The Committee shall examine the final working plans and specifications to determine whether they fully comply with these covenants and whether the proposed structure, building or other improvement is in harmony with the external design and location in relation to property lines, building lines, easements, grades, surrounding structure and topography.

The final working plans and specifications shall not be submitted to the Committee until the preliminary site plan and the schematic plan have been approved. The final working plans and specifications shall specify, in such form and under such requirements as the Committee may deem necessary, the structural, mechanical, electrical and plumbing details, and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed structure, building or improvement or alterations thereof. Without limitation of the powers herein granted, the Committee shall have the right to specify a limited number of acceptable exterior materials or finishes that may be used in the construction, alteration or repair of any improvements: the minimum setback lines: the location, height, and extent of fences, walls, or other screening devices: and the orientation of structures, buildings or other improvements with respect to streets and structures on adjacent properties or Lots.

Any deviations from the final working plans and specifications, even after construction is commenced, must be approved by the Committee prior to completion of construction. The Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their sole judgement, such deviation will result in a more commonly beneficial use. Any approval or disapproval by the Committee of any matter herein required or permitted shall be in writing, and when approval is given, such written approval shall become a part of these restrictions. In granting such approval, the Committee may make that approval subject to the compliance with any modifications in the plans, specifications or drawing or upon other conditions required by the Committee, with such modifications or conditions to be specified in writing.

In considering the harmony of external design between existing structures and the proposed building being erected, or altered, the Architectural Control Committee shall consider the general appearance of the proposed building as that can be

determined from front, rear and side elevations on submitted plans.

Section 2. Committee Membership. The Architectural Control Committee members shall be three (3) in number, and shall be appointed by the Board of Directors of EOHA. Any approval or disapproval of any proposed variance or other matter requiring action by the Committee shall be in writing and signed by a majority of the Committee. A quorum of two members shall be required for any action. EOHA shall be vested with the power to promulgate rules and procedures for appointment of members to said Architectural Control Committee, and to determine their length of term on the Committee and grounds for their removal. There may not be more than two (2) members from anyone (1) Section of Enchanted Oaks on the Committee.

Section 3. Replacement. In the event of death, removal, expiration of term or resignation of any member or members of said Committee, the Board of Directors of EOHA shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted. When by death, removal, expiration of term or resignation of members the Committee is reduced to only one member, the requirement of a quorum shall be suspended until the Board of Directors shall have appointed one or more successor member or members.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards, provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Variances. These restrictive covenants contain certain provisions whereby the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written requests for and descriptions of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval and grant its permission for such variance only by written instrument, addressed to the owner of the Lot(s) relative to which such variance has been requested, expressing the decision of the Architectural Control Committee to permit the variance, describing the applicable restrictive covenant(s) and the particular variance requested, conditions on which the variance has been approved, and signed by a majority of the members of the Architectural Control Committee.

Any request for a variance shall be deemed to have been disapproved for the purpose hereof in the event that either: (a) written notice of disapproval is sent from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to approve the request for the variance. The Architectural Control Committee shall have no authority to approve any variances except as provided herein.

If the Committee fails to act within thirty (30) days, the Board of Directors of EOHA shall either approve or disapprove the variance or other action. The failure of the Committee to comply strictly with the requirements of this section shall not be deemed as approval of the proposed variance or other action as it is the intent of this Article that no variance or other action

shall be commenced without first obtaining the written approval of the Committee.

The person(s) or entity seeking the proposed action or variance shall have the burden to show that good cause exists for approving the proposed action and/or granting the variance and that the proposed action or variance will result in a more commonly beneficial use.

The decision of the Committee on any matter contained within this Article shall be final. It shall be a prerequisite to the bringing of any legal action that the requirements of this Article be strictly adhered to by the person seeking such legal action.

Any variance or other matters required to be acted upon by the Committee pursuant to this Article shall not be effective until the Committee has approved such variance or action in writing pursuant to the requirements of this Article. EOHA shall be vested with the authority to enjoin any such variances or matters to ensure that the requirements of this Article are complied with and to seek injunctive relief, even after commencement or completion of construction of any structure, building or other improvement requiring approval under this Article, if the requirements or procedures of this Article are not complied with by the person(s) or entities commencing or completing such construction.

All plans, requests for variance or other action, request for hearings, notices, any approvals or disapprovals, and any other written action taken under this Article shall be maintained in the permanent records of the Architectural Control Committee.

The Architectural Control Committee shall be a committee of the Enchanted Oaks Homeowners Association, Inc., and not a separate entity. The Committee shall make its recommendations to the Board of Directors of the EOHA and ultimate approval or disapproval shall be made by the Board of Directors of the EOHA.

## ARTICLE V

### ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC.

Section 1. Membership. Every record Owner of a Lot in the Subdivision shall be a member of the ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC. Membership shall be appurtenant to and may not be separated from the ownership of the Lot. Ownership of such Lots shall be the sole qualification for membership. Developer(s) as defined elsewhere in this Declaration, shall also be members.

Section 2. Voting Rights. All members shall be entitled to one vote for each Lot in the Subdivision in which they hold the interest required for membership provided in Section 1 above. When more than one person or entity holds such interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot. Non-owner residents may participate in meetings and other activities of EOHA but shall not have any voting rights.

Section 3. Nonprofit Corporation. A nonprofit corporation entitled ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., has been organized and duly incorporated and all duties, obligations, benefits, liens, and rights hereunder shall vest in said corporation.

Section 4. Bylaws. The ENCHANTED OAKS HOMEOWNERS ASSOCIATION INC., may make whatever rules or bylaws it may choose to govern the organization, provided that said are not in conflict with the terms and provislons hereof.

Section 5. Inspection or Records. The members of the ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., shall have the right to inspect the books and records of EOHA at reasonable times during normal business hours.

Section 6. Maintenance Fund. The ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., shall have all duties, obligations, benefits, liens and rights enumerated in Article VI, regarding Covenants for Regular, Annual Assessments; and said EOHA shall be the authority to collect all regular, annual assessment and to disburse the funds derived therefrom for the purposes enumerated in Section 2 of Article VI.

Section 7. Standing. The ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., shall have legal standing to bring any actions either at law or *in* equity for purposes of collecting the regular, annual assessments; enforcing any and all covenants, conditions, restrictions, or other rights granted under this Declaration; to enforce any other rights, obligations, .benefits, or liens created in this Declaration; to seek injunctive relief for violations of these restrictive covenants; to seek monetary damages, attorney fees, costs and interest as provided in this Declaration; to foreclose on any liens or Vendor's Liens as provided in this Declaration; and to take any other action necessary or proper to protect and defend any duties, obligations, benefits, liens and rights conferred herein.

Section 8. Dissolution of Existing Corporation a~d Transfer of its Funds and Assets. The undersigned being a majority of the members of the ENCHANTED OAKS CIVIC IMPROVEMENT ASSOCIATION, INC. hereby authorize the Board of Directors of said corporation to dissolve said corporation pursuant to the provisions of the Texas Non-Profit Corporation Act and to file any and all required documents with the Secretary of State's Office necessary to effectuate .that dissolution. Said undersigned further authorize and direct that all funds and assets belonging to, owned by or otherwise under the custody and control of ENCHANTED OAKS CIVIC IMPROVEMENT ASSOCIATION, INC. be transferred to ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC. immediately upon said dissolution.

## ARTICLE VI

### COVENANTS FOR REGULAR, ANNUAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot in the Subdivision is hereby severally subject to, and each Owner of any Lot in the Subdivision, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., the following charges and assessments which shall run with the land and be in the same and equal amount for each Lot in the properties: to wit, a regular annual maintenance assessment in the amount per annum specified, and subject to increase or decrease as provided in Section 3 below.

Such assessments shall be established and collected as hereinafter provided and shall constitute the proceeds of a fund (hereinafter called "the maintenance fund") to be used for the purposes hereinafter provided. Such regular annual maintenance assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment

is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due, but such personal obligation or delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The lien created herein shall bind such Lot in the hands of the Owner, and his heirs, devisees, personal representatives, assigns and successors. The aforesaid lien shall be superior to all other liens and charges against the Lot, except as provided for in section 6 of this Article. The Board of Directors of EOHA shall have the power to subordinate the aforesaid lien to any other lien.

Section 2. Purpose of Assessments. The maintenance fund shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision, and the Board of Directors of ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., shall use the proceeds of said maintenance fund for the benefit of all residents of the Subdivision. The uses and benefits to be provided by EOHA shall include, by way of example but without limitation, at its sole option, any and all of the following: maintaining parkways, rights-of-way, vacant lots, easements and esplanades; furnishing and maintaining landscaping, lighting and beautification of the properties; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing police officers and watchmen; fogging, cleaning streets, and collection of refuse; paying the expenses for all utilities or services furnished to the Common Properties and Common Facilities in the Subdivision; paying the expenses for the maintenance, repair, care, upkeep, beautification, protection, taxes, insurance, replacement, reconstruction, management, supervision and operation of or for the Common Properties and Common Facilities in the Subdivision; paying for capital improvements to such Common Properties and Common Facilities; and doing such other things and taking such other actions as are necessary or desirable in the opinion of the Board of Directors of ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., to keep the properties and the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of Lots in the Subdivision, it being understood that the judgement of the Board of Directors of ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

It is expressly provided, however, that the maintenance fund may not be utilized to pay for any costs associated with the acquisition and/or operation of the building and/or recreational facilities owned by Harris County W.C.I.D. Number 110.

Section 3. Maintenance Fund: Maximum Regular Annual Assessment. Each Lot shall be subject to an annual maintenance charge for the purpose of creating a fund to be known as the Maintenance Fund and which maintenance fund charge shall be paid by the Owner of each Lot in conjunction with like charges to be paid by all other Lot Owners, except as noted below. The maintenance charge is hereby initially set at a maximum of \$120.00 per year for a user and 1/2 the set fee for the owner of each unimproved lot.

The maximum annual assessment per Lot may be adjusted to more clearly reflect the true costs and anticipated economic conditions affecting the Subdivision, and the Board of Directors of EOHA may, by a majority vote of a quorum of members, increase

the annual assessment by not more than ten percent (10%) above. the maximum assessment for the previous year without a vote of the majority the Lot Owners. The Board of Directors of EOHA may, after consideration of current maintenance costs and future needs, fix the actual assessment for any one year at a lesser amount than specified herein, but such rate shall not constitute a waiver by the Board of Directors of EOHA of its right to revert to the full assessment for future years.

This maintenance charge shall become applicable to each Lot and shall be secured by a Vendor's Lien on each Lot as and when conveyed. If it becomes necessary to turn the collection of the maintenance charge over to an attorney, then in that event the Lot Owner will be liable for reasonable attorney's fees and costs incurred. Such maintenance charge shall be paid annually on the first day of July each year in advance. All past due maintenance charges shall bear interest from their due date at the rate stated in Section 5 hereof. Appropriate recitations with respect to the maintenance fund and the reservation of the Vendor's Lien shall be included in each contract of sale and/or deed executed and delivered by any Lot OWner with respect to each Lot. The failure to include such recitations in the contract of sale and/or deed shall not affect the validity of the Vendor's Lien. During or before April of each year, the Board of Directors of ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., shall hold a meeting for the Lot Owners for the purpose of reviewing the proposed budget for the next fiscal year and seeking guidance and input from the Lot Owners. Any said changes to these provisions shall become effective on July 1 of any successive one (1) year period thereafter by executinq and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to July 1 of the year the charges are to become effective.

The maintenance charge provided in this section shall be effective during the full term of this Declaration, unless changed as provided herein, in which event the maintenance charge, as changed from time to time, pursuant to the provisions of this section, shall be effective during the full term of this Declaration.

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessment period shall run from July 1 through June 30 of each year. The Board of Directors of EOHA shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice, by regular mail, of the annual assessment shall be sent to each Lot Owner at the direction of the Board of Directors of EOHA. The Board of Directors of EOHA shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of EOHA setting forth whether the assessments on a specified Lot have been paid.

Section 5. Effect of Nonpayment of Assessments: Remedies of the ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of up to a maximum of eighteen percent (18%) per annum or the maximum rate of interest allowed by law, in the discretion of the Board of Directors of EOHA, provided that the rate of interest is unifo~ as to all Lots. The Board of Directors of EOHA shall set the applicable rate of interest by the 30th day of June of each year for the coming fiscal year. The Board of Directors of EORA may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien created hereby against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. To evidence the aforesaid assessment lien, EOHA shall prepare a written notice of assessment lien setting forth the amount of the

unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the Board of Directors of EOHA and shall be recorded in the office of the County Clerk of Harris County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent set forth in this Article and may be enforced by the foreclosure of the defaulting Owner's Lot in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Board may institute suit against the Owner personally obligated to pay the assessment and/or for foreclosure of the lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees as provided in this Article.

Section 6. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in *lieu* thereof, shall extinguish the *lien* of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Vendors Lien. Each signatory and each Lot Owner contractually agrees to the assessment of fees and Vendors Liens securing same, provided for in this Article, and further contractually agrees that said Lien, if not sooner paid, or not foreclosed upon either by judicial or nonjudicial proceedings, shall be paid at the closing on the sale of the Lot burdened by such Lien.

Section 8. Transfer of Existing Maintenance Funds and Records to EOHA. Pursuant to the provisions of the deed restrictions and other documents appearing of record for Enchanted Oaks, the undersigned Lot owners, being a majority of the owners of Lots in said subdivision and recognizing that ninety percent (90%) of all residential lots in all Sections of Enchanted Oaks have been sold and conveyed by Deed to purchasers do hereby create and establish the ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC. as the organization for the purpose of collecting and administering the funds represented by the annual maintenance charge, as specified in the deed restrictions. Said ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC. shall collect and administer the funds represented by the annual maintenance charge for all Sections of Enchanted Oaks subdivision. Such collection shall commence with the maintenance fees becoming due on July 1, 1991.

Such undersigned Lot Owners further authorize, direct and instruct BRUCE MCFARLAND, KEN BOX AND SARAH PHILLIPS and their successors and assigns and/or any Maintenance Fee Trustee (including the Enchanted Oaks Recreational and Maintenance Company, Inc.) and/or other persons or entities currently administering or otherwise having custody, control or possession of any maintenance fees collected by virtue of the said deed restrictions or any agreements appearing of record to immediately turn over such funds, including any and all interest accrued thereon, to the ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC. upon the recording of this document in the County Clerk's Office. Such undersigned Lot Owners further authorize, direct and instruct BRUCE MCFARLAND, KEN BOX AND SARAH PHILLIPS and their successors and assigns and/or any Maintenance Fees Trustee (including the Enchanted Oaks Recreational and Maintenance Company, Inc.) and/or other persons or entities currently administering or otherwise having custody, control or possession of any maintenance fees heretofore collected by virtue of the said deed restrictions or any agreements appearing of record to

immediately turn over to the ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC. any and all financial records, books, document and other information in it or their custody, control or possession relating to the collection and administration of said fees. The authorizations, directives and instructions contained in this Paragraph shall apply to all Sections of Enchanted Oaks.

## ARTICLE VII

### EASEMENTS

Section 1. It is the intent of this Declaration that all easements, exceptions and reservations contained on any recorded plats of any Section(s) of the Subdivision shall remain in full force and effect and all such easements, exceptions and reservations are incorporated herein for all purposes as if set forth herein verbatim.

Section 2. The easements provided for in this Article shall in no way affect any of the recorded easements in Enchanted Oaks Subdivision.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be binding on the ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., all signatories hereto and all Lot Owners in the Subdivision, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and, except as hereinafter provided, ending ten (10) years after the date that this Amendment is recorded in the County Clerk's Office. The rights, uses, easements and privileges of the Lot Owners in and to the common areas as provided for herein shall be deemed to be covenants running with the land and shall be perpetual. During the initial term, the covenants and restrictions of this Declaration may be changed or amended only by a majority of all Lot Owners of the Subdivision and properly recorded in the appropriate records of Harris County, Texas.

Upon the expiration of such initial term, said covenants and restrictions (if not previously amended, and as amended, if amended), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten years. During such ten year extension periods, the covenants and restrictions to this Declaration may be changed or amended only by an instrument signed by the Record Owners of not less than a majority of all Lots of the Subdivision, and properly recorded in the appropriate records of Harris County, Texas. Any amendment of this Declaration must be recorded in the Real Property Records of Harris County, Texas.

If a Lot is owned by joint owners, there shall be only one vote cast for each such Lot and the approval of anyone joint Owner shall be sufficient for the purpose of providing the required approval of this Declaration as to such Lot. Either husband or wife may provide the required approval in cases where such Lot is owned by married persons, but the signature of both husband and wife shall not be required. The signatures of the Lot Owner(s) need not be acknowledged or notarized. It shall be sufficient that the custodian of records of EOHA verifies that the required number of Lot Owners approved the Declaration; that the signature sheets or cards are maintained and will be



maintained in the permanent records of EOHA; and that the names of the Owners of the Lots approving this Declaration have been verified as being the Record Owners of such Lots. The Record Owner shall be such Owner or Owners having title to such Lot at the time the required approval is obtained as to that Lot. After a Lot Owner approves and signs the Declaration, the fact that the Owner subsequently conveys the Lot shall not affect the validity of the previous signing of the Declaration, and further approval as to that Lot shall not be required. Where a Record Owner (such as a builder or developer) owns more than one Lot, his signature on the Declaration shall constitute approval as to all Lots owned by him in the Subdivision.

For Amendment purposes, all four sections shall be treated as if they were one Section such that the combined approval of a majority of the Record Owners in such sections shall be required. It shall not require that the approval of a majority of the Record Owners on a Section by Section basis be obtained.

Following any such Amendment every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

It is the intent of this section that all restrictions, covenants, conditions, easements, exceptions, reservations and each and every term and provision of this Declaration shall be perpetual unless amended or terminated in the manner provided in this section.

Section 2. Enforcement. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for EOHA or any other Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages for such violations. The Board of Directors of EOHA or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges ;now or hereafter imposed by the provisions of this Declaration. It is expressly provided that EOHA shall have standing to bring any action to enforce, by any proceeding at law or in equity, the charges now or hereafter imposed by the provisions of this Declaration.

In the event of any violation or attempted violation of any i of the terms or provisions of this Declaration, enforcement of the terms and provisions shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violations or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of such injunction that there shall be an inadequate remedy at law or that there shall be any showing or irreparable harm or damage if such injunction is not granted. It shall be stipulated in any such legal action for injunctive relief that there is no adequate remedy at law and that irreparable harm or damage will result if the injunction is not granted. In addition, any person entitled to endorse the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof.

Failure or delay by the Board of Directors of the ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., or by any Owner or by any other person or entity having any rights herein to enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such Provision or any other provision hereof. Such failure or delay of any such party shall not be considered as a basis for estoppel

either in equity or at law. Such parties may exercise their. rights herein despite said delay or failure to enforce said terms and provisions hereof on a prior occasion.

Section 3. Severability. In the event that any of the provisions h.ereof, or any portion thereof, shall become or be held to be invalid, whether by judicial decision or otherwise, such invalidity shall not affect, alter or impair any other provision hereof that was not so declared invalid, and such other provisions shall be and remain in full force and effect in accordance with the terms hereof.

Section 4. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, conveyance, lease, rental agreement, contract for deed or other agreement affecting title to or interest in any and all Lots in the Subdivision heretofore or hereafter executed wherein and warranties of title contained herein shall be subject to the terms and provisions of this Declaration, and such terms and provisions are hereby incorporated into each such contract, deed, conveyance, lease, rental agreement, contract for deed or other agreement affecting title or interest to such Lots by reference as if set forth therein verbatim.

Section 5. Binding Effect: Successors in Title. All the terms and provisions hereof shall be binding on all of the parties hereto, all signatories hereto, all persons or entities who own or possess an interest or title to any Lot(s), whether heretofore or hereafter acquired, and all persons or entities claiming an interest by deed, contract for deed, lease or rental agreement, and/or other conveyance, and to each of the foregoing. respective heirs, personal representatives, successors, executors, administrators, legal representatives and assigns. The terms and provisions of this Declaration shall inure to the benefit of the ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., and its successors and assigns.

Section 6. Effective Date. When the required approval of this Declaration has been obtained pursuant to the provisions of Article II hereof, this Declaration shall become effective and of legal force at 5:00 o'clock p.m. on the date that this Declaration is filed for record in the Real Property Records of the County Clerk's Office of Harris County, Texas.

The filing of the Declaration in the Real Property Records of the County Clerk's Office of Harris County, Texas, shall constitute constructive notice of the passage and effective date of this Declaration. Actual notice to the Lot Owners of the passage and effective date of the Declaration shall not be required however, the Board of Directors of ENCHANTED OAKS HOMEOWNERS ASSOCIATION, INC., shall cause such notice to be published after said effective date in the next issue (consistent with publication schedules) of "The Oakleaf." The failure to timely publish such notice shall neither invalidate the Declaration, or any of its terms and conditions, nor extend the effective date of the Declaration. Should "The Oakleaf," or its successor no longer be published at the time of the effective date(s) of this Declaration the publication notice required by this paragraph shall be dispensed without further notice.

Nothing contained herein shall prevent EOHA from providing actual notice, by regular mail, certified mail or personal delivery (as determined by the Board of Directors of EOHA) to the Lot Owners.

Should any statute, governmental ruling, judicial decision, or court order require actual notice to the Lot Owners then it is the intent of this section to fully comply with such requirements, and any notices shall be provided in the manner so

required.

WE HEREBY CONSENT to this Declaration of Covenants and Restrictions and hereby agree that the Lot to which we hold record title, as described below, shall be and is hereby subject to this Declaration. We agree that all the terms and provisions hereof shall extend to and be binding on all of the parties hereto and their respective heirs, personal representatives, successors and assigns, and to all other persons and entities bound by the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the said Declarant(s), existing Lot Owners and the said officers of EOHA and other signatories to this Declaration have executed this instrument in Harris County, Texas, on the date of their signatures hereto.

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Enchanted Oaks Homeowners Association, Inc.

BY \_\_\_\_\_