

AFFIDAVIT  
KIRBYWOODS PROPERTY OWNERS  
OF TAYLOR LAKE VILLAGE, INC.

RE: AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

IN WITNESS WHEREOF, MARIA LEAL, manager of  
KirbyWoods Property Owners of Taylor Lake Village, Inc., hereby certifies and  
acknowledges that under Section 12.06 of the Declaration of Covenants, Conditions and  
Restrictions for KirbyWoods Subdivision (Clerk's File No. M549898, Film Code No. 1171-69-  
1092, et seq., filed 3-13-90, in the Official Public Records of Real Property for Harris County,  
Texas), the then Owners who represented seventy-five percent (75%) or more of the votes of  
Members executed and approved the attached and incorporated Declaration known as  
"Amended and Restated Declaration of Covenants, Conditions and Restrictions," which  
amends the original Declarations above stated.

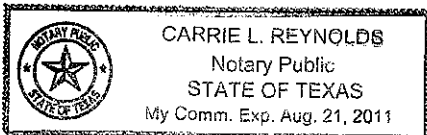
Kirbywoods Property Owners  
of Taylor Lake Village, Inc.

By: Maria Leal  
Printed Name: MARIA LEAL  
Title: Manager

THE STATE OF TEXAS  
COUNTY OF HARRIS

\*  
\*

This Instrument was acknowledged before me on this the 25 day of FEBRUARY  
2010, by MARIA LEAL, manager with authority for and on behalf of Kirbywoods  
Property Owners of Taylor Lake Village, Inc., a Texas Non-Profit Corporation.



Carrie L. Reynolds  
Notary In and For the State of Texas

ATTACHED AND INCORPORATED ARE SIGNATURE PAGES OF LOT OWNERS  
APPROVING THIS AMENDMENT

Please return to:  
Daughtry & Jordan P.C. - LF  
17044 El Camino Real  
Houston, Texas 77058

FILED  
2010 APR 29 AM 11:28  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for

KIRBYWOODS SUBDIVISION

lee

This instrument amends and restates in its entirety the Declaration of Covenants, Conditions and Restrictions of KirbyWoods Subdivision, further being defined as that tract of land containing 0.588 acres, under Film Code 195-05-0708, out of a 106.02 acre tract in the Ritson Morris League, A-52, Harris County, Texas, and the adjacent three tracts of land out of the Ritson Morris League, A-52, recorded in the Harris County Deed Records, Volume 1011, Page 503, May 13, 1936, Volume 1023, Page 186, September 23, 1936, the combined area of said tracts containing 1,296,785.60 square feet of 29.77 acres, more or less.

ARTICLE I - DEFINITIONS

Section 1.01 The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association, as same may be amended from time to time.

(b) "Association" shall mean and refer to KirbyWoods Property Owners Association of Taylor Lake Village, Inc., a Texas nonprofit corporation, together with its successors, legal representatives and assigns.

(c) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(d) "Bylaws" shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.

(e) "Committee" and "Architectural Control Committee" shall mean and refer to the Architectural Control Committee described in Article V herein.

(f) "Common Areas" shall mean all of that property owned by the Association for the common use and enjoyment of Members of the Association. The Common Areas owned by the Association are designated in detail by Exhibits "A" and "D".

(g) "Covenants" shall mean and refer to the covenants and restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

(h) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for KirbyWoods Subdivision, together with any supplements or amendments hereto.

(i) "Development" shall mean the KirbyWoods Subdivision located in Harris County, Texas, and on the real property thereto as may hereafter be brought within the jurisdiction of the Association or encumbered by this Declaration.

(j) "Dwelling" shall mean and refer to a single family residence (including a garage) located on a lot.

(k) "Land" shall mean and refer to all of the lands described in Exhibit "A" and any additions or amendments thereto and all improvements located thereon.

(l) "Lot" shall mean and refer to any area of real property, which is included in Exhibit "A", and is designated as a lot on a recorded plat of the Land, whether or not said lot is improved with a Dwelling.

(m) "Maintenance Charge" shall mean and refer to the maintenance charges described in Article VII herein.

(n) "Member" shall mean and refer to those Owners entitled to membership as set forth in Article VI.

(o) "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the "Land".

(p) "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or any portion of the Land.

(q) "Regulations" shall mean and refer to any rules or regulations respecting the use of the land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

(r) "Resident" shall mean an individual that resides in a Dwelling.

(s) "Tract" shall have the same meaning as "Land" as defined in paragraph (k) of this section.

## ARTICLE II - RESTRICTIONS

Section 2.01 - Single-Family Residential Purposes. The Lots and Dwellings shall be used for single-family residential purposes only. No structure shall be erected or permitted to remain on any Lot other than the Dwelling. No Dwelling or other improvement situated on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office. No billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No Dwelling or other improvements situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such Dwelling or other improvement shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

Section 2.02 - Vehicular Parking and Access. No vehicle, boat, or trailer shall be parked on any part of the Land, except on paved streets or paved driveways. No vehicles may park on paved streets overnight. No commercial vehicles, except those present on business to serve a Dwelling may be in the Development. No motorcycles, bicycles, tricycles, scooters or similar type vehicles may be parked in the Development unless parked inside garages and concealed from public view. Boats, motorized recreational vehicles, or trailers requiring registration with a governmental entity shall not be parked in the Development for more than five (5) consecutive days, unless parked inside garages and concealed from public view. No driveways shall be constructed so as to provide direct vehicular access to Kirby Road or Old Kirby Road.

Section 2.03 - Dwelling Plates and Mailboxes. A plate showing the street number of the residence with an appearance consistent to that placed on the Dwelling when originally constructed shall be maintained in good condition by the Owner. The Association or U.S. Post Office will provide centralized mailboxes. No individual mailboxes will be permitted.

### Section 2.04 - Signs.

(a) Except as otherwise permitted herein, no signs of any character shall be displayed or placed upon any Lot. The Association may enter upon any Lot and summarily remove and destroy any such signs.

(b) Signs designating the Lot and Dwelling as "For Sale", signs showing support for local

organizations and similar such signs will be allowed if displayed for an appropriate period of time for which the signs are applicable. In any such case, no sign shall be allowed to be displayed for more than three (3) months during a calendar year without the written permission from the Board.

Section 2.05 - Aerials. No external radio or television mast, tower, pole, wire, aerial, satellite receiving station, antenna, or appurtenances thereto shall be maintained on the exterior of any Dwelling or on any other portion of any Lot except that one (1) satellite dish or similar reception device that allows the Owner to receive quality transmissions is allowed if it is installed in such a manner that it may not be seen from the street; if, however, quality transmissions are not able to be received from a dish or similar reception device which is not visible from the street, then it must be installed in the least conspicuous location possible.

Flag Pole Reg. Adopted - 2011

Section 2.06 - Electrical Interferences. No electrical machinery, devices or apparatus of any sort shall be used or maintained on any Lot or in any Dwelling which causes interference with the normal television or radio reception of any other Dwelling.

Section 2.07 - Animals. All animals permitted by this Section shall be kept on a leash within the Development when not within an enclosed area of a Lot. No horses, mules, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas or any other animal shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Domestic breeds of birds, dogs, cats and fish, unless otherwise excluded herein, may be kept on a single Lot for pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any such permitted animals shall, in the sole and exclusive opinion of the Association, become dangerous or an annoyance or nuisance to the Development, Residents or nearby property or destructive to wildlife, they may not thereafter be kept on the Lot or in the Dwelling.

Section 2.08 - Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Land or Development, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the Residents. No motorcycles, minibikes, all terrain vehicles, motor scooters or similar motorized vehicles may be operated on the streets of the Development except for ingress or egress. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land or Lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Land. No Owner shall permit any use of his Dwelling or make any use of the Common Areas that will increase the cost of insurance upon the Land above that required when the Dwelling is used for the approved purposes, or that will cause any such insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association. No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or permitted to stand for any period of time on the Common Areas, except in accordance with the Regulations. No radio, stereo, broadcast or loudspeaker units of any kind shall be placed upon or outside, or be directed to the outside of any Dwelling without the prior written approval of the Board.

Section 2.09 - Re-subdividing. Neither the Lots nor Land shall be subdivided, replatted or divided without the prior written consent of the Association.

Section 2.10 - Clothes Drying. The drying of clothes in public view is prohibited. There shall be no permanent clotheslines constructed on any Lot. No portable clotheslines shall be visible from the street or exceed seven (7) feet in height. Such clotheslines shall be stored indoors when not in use. No clothing, bedding, or other similar items shall be hung over or on any windows, doors, walls or fences if same is visible from any street.

Section 2.11 - Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements set forth below and have the written approval of the Architectural Control Committee. Under no circumstances shall the Architectural Control Committee allow the installation of chain link fences. No fence, wall, tree, hedge, shrub or structure may be placed, maintained or permitted to remain in such a manner as to obstruct sight lines for vehicular traffic at intersections.



(a) Perimeter. Fences may not be installed around the perimeter of the Lot except as provided in Section 2.11 (b), (c), (d) & (e).

(b) Privacy. Privacy fences may be erected to a maximum height of seven (7) feet subject to the provisions of this Section of the Declaration and the prior written approval of the Architectural Control Committee.

(c) Fence Installation and Approval. All fences must be installed with the posts on the inside of the Lot (on the same side of the fence as the Dwelling located on such Lot). When landscape buffers are required, they shall be at least one-half (1/2) of the fence height upon planting and be allowed to grow to a maximum of fence height. All fencing and landscaping buffers shall be maintained in a good condition by the Owner. All fences and gates must be of brick, cedar, cypress or other suitable, durable wood material, wrought iron (gates only) or aluminum manufactured to simulate wrought iron (gates only).

(d) Locations. No fence may be constructed in the following areas:

(1) Between the street facing the front of the Dwelling ("the Front Street") and a straight line connecting the front living area of the Dwelling to the Side Lot Lines ("the Front Dwelling Line"); or

(2) Between the street facing the side of the Dwelling ("the Side Street") and a straight line connecting the side of the Dwelling to the Rear Lot Line.

(e) Terms. The terms "Front Dwelling Line", "Side Dwelling Line", "Rear Dwelling Line", "Front Street", "Front Lot Line", "Rear Lot Line", "Side Lot Line" or "Side Street" are used as stated above and as shown on Exhibit "B" attached hereto.

(f) Special Provisions. Notwithstanding anything to the contrary, the Association shall have the right to install and maintain fences and/or walls around the perimeter of the Development on individual Lots, with said fences and/or walls to be maintained by the Association. Section 2.11 does not apply to completely enclosed, screened areas attached to the Dwellings.

#### Perimeter Fence Amendment - 2010

(g) Trees. No living trees larger than four (4) inches in diameter may be removed from Lot without the prior written approval of the Architectural Control Committee.

Section 2.12 - Lot Maintenance. The Owner of each Lot shall, at his or her own expense, keep such Lot free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. No tree, shrub or plant of any kind shall be allowed to encroach upon any sidewalk or other pedestrian way from ground level to a height of seven (7) feet. In the event the Owner fails to comply with the preceding sentences of this Section, the Association shall have the right, but not the obligation, to enter said Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall be deemed to be equivalent to an assessment as provided in Section 7.01 and payable by such Owner to the Association on demand.

Section 2.13 Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Association in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and Residents of the Land upon request.

Section 2.14 Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, and no derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on any Lot.

Section 2.15 Casualties. In the event of a Dwelling or any part thereof is damaged or destroyed by fire, casualty or otherwise, or any improvements upon the Common Areas are damaged or destroyed by fire, casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Areas, to grass over and landscape the Land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.16 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling or Common Areas, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved in writing by the Board. Reconstruction must be completed within six (6) months from the date of occurrence of the damage.

Section 2.17 - Lighting. All outside lights on Lots shall be in accordance with an outside lighting plan as originally established when the Dwelling was constructed. Except as provided by such plan or the prior written approval of the Architectural Control Committee there shall be no outside lighting, other than indirect lighting. Lighting for streets in the Development may be provided by the Association or by the City of Taylor Lake Village.

Section 2.18 - Setback Lines. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family Dwelling. No structure shall be erected nearer than thirty (30) feet from a Front Lot Line of any Lot. No structure shall be erected nearer than ten (10) feet from a Side Lot Line, except where said Side Lot Line faces a street, in which case, no structure shall be erected nearer than fifteen (15) feet from a Side Street Lot Line adjoining said Side Street and no garage facing a Side Street shall be erected nearer than thirty-five (35) feet from a Side Street Lot Line adjoining said Side Street. No structure shall be erected nearer than ten (10) feet from a Rear Lot Line, and it may not be located within the rear utility easement on Lots. On Lots backing up to Kirby or Old Kirby Roads, no structure shall be erected closer than twenty-five (25) feet from a Rear Lot Line, unless a variance is granted from the applicable Zoning Ordinance for a Rear Lot Line less than twenty-five (25) feet. A swimming pool may not be located in the front yard of any Lot, nor past the structure on a Side Lot Line adjoining a Side Street. The term "structure" shall have the same meaning given by the City of Taylor Lake Village zoning and building codes.

Section 2.19 Dwellings. No Dwelling shall have a square foot area of less than two thousand five hundred (2,500) square feet, exclusive of screened areas, open porches, terraces, patios and garages. The maximum portion of a lot covered by structures placed on lots shall comply with the applicable provisions of the City of Taylor Lake Village zoning and building codes, including the current provisions thereof limiting the building area, exclusive of outdoor swimming pools and outdoor tennis courts, on each lot to twenty-five percent (25%) of the lot area. No Dwelling shall have more than two (2) stories or floors. All Dwellings must have a private garage for at least two (2) but not more than four (4) cars. The garage must conform architecturally with the Dwelling. The minimum roof pitch for the Dwelling or detached garage shall be four (4) feet raise for each twelve (12) feet of width of said roof, when said width is measured from front eave to back eave in a line parallel to the ground. The eaves of all roofs shall overhang the sides of each Dwelling or garage by a minimum of one (1) foot. All roofs shall be covered with shingles having a dimensional appearance (architectural grade). All Dwellings shall have a wood, brick, stucco or stone face finish. No Dwellings shall have an exposed structural block or imitation brick face. All Dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns. Each Owner of a Lot shall, in connection with the construction of any improvements on said Lot, also construct a concrete sidewalk four (4) feet in width across the entire street frontage of such Lot, and the location, design and finish of such sidewalk shall be in conformity with the other sidewalks in the Development as approved by the Architectural Control Committee. All landscaping additions and changes must receive prior written approval from the Architectural Control Committee. The installation of basketball goals, backboards or hoops must receive written approval from the Architectural Control Committee prior to installation. Solar heating or cooling equipment shall not be visible from any street without the written approval of the Architectural Control Committee.

Shingles Reg. Adopted - 2011

Solar Panel Reg. Adopted - 2011

Section 2.20 - Maximum Construction Period. Under no circumstances shall the construction,

reconstruction or modification of any Lot, Dwelling, structure, fence or wall continue or more than six (6) months from the date the work commenced on said construction project. No Dwelling shall be occupied until a Certificate of Occupancy has been issued by the appropriate governmental body issuing such certificate.

Section 2.21 - Use of Accessory Structures. No tent, shack, garage, barn or other out building shall at any time be erected or used, temporarily or permanently, as a residence or for any other residential purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose on the Lot.

Section 2.22 - Windows, Doors and Screens. All windows, with the exception of the upper panels of a palladium window, shall be covered on the interior of the related Dwelling by blinds, shades, drapes, or other appropriate window coverings and shall not be covered with sheets, bedspreads, newspaper or foil. All garage doors of Dwellings shall be kept fully closed except when opened temporarily for ingress and egress.

Section 2.23 - Window Air Conditioners. No window air conditioners shall be installed or permitted in or on a Dwelling.

Section 2.24 - Ancillary Equipment. All oil tanks, bottle tanks, soft water tanks, pumps, condensers, wood piles, pool heaters, central air conditioners or other ancillary equipment shall be suitable screened so as to not be visible from the street or adjacent or nearby Lots.

Section 2.25 - Utility Installations. All service lateral utility installations shall be installed underground.

Section 2.26 - Swimming Pools. Subject to the further limitations in Section 2.19 herein, swimming pools shall not be located closer than ten (10) feet from any lot line, must be situated entirely within the rear yard area of such Lot unless a different location is authorized in writing by the Architectural Control Committee, must comply with all requirements imposed by law and must not encroach on any utility or other easement. The walls, cap and deck of any pool shall not exceed more than one (1) foot above the surface grade of the Lot.

Section 2.27 - Sprinkler Systems. All Lots must have 100% underground sprinkler coverage in the front and side areas of the Lot and must be maintained in operable condition.

Section 2.28 - Refuse Collection. All trash containers, trash, garbage or other refuse shall be maintained in a location not visible from the street(s), and shall not be placed for pickup until after 5:00 p.m. the evening before the scheduled trash pickup day and any and all containers for such trash, garbage or refuse shall be returned to their normal location before 8:00 p.m. the evening of pickup.

Section 2.29 - Ordinances. Every Owner, their licensees, guests, invitees and tenants shall at all times abide by all county, city or other governmental ordinances, including, but not limited to, zoning ordinances, flood control ordinances, subdivision ordinances, ordinances with regard to pets and leashes, parking ordinances and ordinances regarding conduct.

Section 2.30 - Pumping and Irrigation. The Owners of any Lot which includes or is adjacent to a pond, bay head or other body of water shall not draw down said body of water by pumping or draining therefrom. At no time shall the drilling, usage or operation of any water wells be permitted on any Lot. Sprinkling apparatus or irrigation systems, excluding wells, may be installed in any easement so designated in Exhibit "A".

Section 2.31 - Drainage. All Lots are burdened with reciprocal, mutual easements for drainage of surface waters, including those set forth on the Development Plat, and no owner may excavate, fill or otherwise alter such Owner's Lot in any manner that alters the drainage patterns established as part of the Development. Without limitation, no Owner shall cause or permit the obstruction, alteration or modification of the original drainage pattern of any Lot as established as part of the Development, including any alteration or modification to drainage swales, curbs, gutters, culverts, trenches, devices or facilities that have been constructed or installed on any Lot for storm drainage purposes, whether through the erection of fences, planting of trees or shrubs, landscaping, laying of sod, removal of soil, placing of fill, alteration of surface elevation, regarding of surfaces, filling of culverts, channeling,

placing holes or ditches, or any other act. Any act, whether intentional or otherwise, that changes the established drainage plans for a Lot must be amended and reverted to said original drainage plan by Owner or Owner shall have said changes approved in writing by the Architectural Control Committee.

Section 2.32 - Lot Alterations. No Owner shall cause or permit any earth or other material to be excavated or removed from any Lot for sale or for other commercial purposes, and no change in the elevation of the surface of any Lot shall be permitted without the prior written approval of the Architectural Control Committee.

### ARTICLE III - UTILITIES AND EASEMENTS

Section 3.01 - Easements. Perpetual easements, (herein called "Easements") for the installation or maintenance of utilities including storm sewer, sanitary sewer, gas, electricity, water, telephone, cable television and other utilities (herein generally referred to as "Utilities") and drainage areas are hereby reserved to the City of Taylor Lake Village, The Clear Lake City Water Authority, the Harris County Flood Control District and Harris County in and to all utility easements and drainage easement areas (herein called "Easement Areas") shown on the Plat, which easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the City of Taylor Lake Village, the Clear Lake City Water Authority, the Harris County Flood Control District and Harris County shall each have the right to convey such Easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") who shall furnish utilities or services to the Development. Neither the Easement rights reserved pursuant to this paragraph or as shown on the Plat, however, shall impose any obligation on the Developer to maintain such Easement Areas or to install or maintain the utilities or any Retention or Detention Areas (herein defined), nor any pipes, lines, culverts, channels or other facilities or improvements that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, soil, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of any utilities or drainage facilities within the Easement Areas or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, lakes or other water retention areas (herein referred to as "Retention or Detention Areas") which are or may be shown on the Plat or are on or in the Development or which may be constructed in such Easement Areas.

Section 3.02 - Landscaping and Signage. The Association reserves to itself an easement over, along, across and under the property described in Exhibit "C" for and as areas for Common Area landscaping, signs, walls, fences and including the right of installation and maintenance and the right of reasonable access over Lots. Neither the easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Association to maintain such Easement Areas or to install or maintain any landscape area, signs, walls, fences or other facilities or improvements that may be located on, in or under such Easements, or which may be served by them within the Easement Areas. No structure, including, but not limited to, fences, walls, soil, irrigation systems, plantings or other material shall be placed or permitted to remain which may damage or interfere with access to such Easements or facilities therein.

Section 3.03 - Maintenance of Easements. The Owners of the Lot or Lots subject to the privileges, rights and Easements referred to in this Article III shall acquire no right, title or interest in or to any poles, wires, cables, signs, plantings, shrubs, improvements, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and Easements. Easement Areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all facilities and improvements in such Easement Areas shall be maintained continuously by the Owner of the Lot, for those improvements which the utility provider is responsible and those areas maintained by the Association. With regard to specific Easements for drainage, as shown on the Plat, the Association shall have the right, but without obligation imposed thereby, to alter or maintain drainage facilities in such Easement area, including slope control areas.

## ARTICLE IV - PROPERTY RIGHTS

Section 4.01 - Owner's Easements of Enjoyment. Every Owner of any part of the Land shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to levy annual and special Maintenance Charges and to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a Member for any period during which any Maintenance Charge against his Lot or Dwelling remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding any provision contained herein to the contrary, Maintenance Charges shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of the Members.

(d) The right of the Association, in accordance with its Articles of Incorporation and its Bylaws, to borrow money for the purposes of improving or increasing the Common Areas and, in aid thereof, with the approval of two-thirds (2/3) of the Members, to mortgage said Common Areas. Said mortgage shall be subordinate to the Member's rights as provided hereinafter. In the event of a default upon such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the Members hereunder shall be fully restored; provided that under no circumstances shall the rights of the Members of ingress, egress or parking be affected.

(e) The right of the Association to take such steps as reasonably necessary to protect the Common Areas against an attempted foreclosure.

Section 4.02 - Delegation of Use. Any Member may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, to his guests and to his tenants, subject to such rules and regulations as the Board may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any Member to pay assessments as provided in Article VII.

## ARTICLE V - ARCHITECTURAL CONTROL

Section 5.01 - Architectural Control Committee. The Board shall appoint, as a standing committee, an Architectural Control Committee, which shall be composed of three (3) or more persons appointed, in writing, by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee by failing to appoint in writing the members of the committee. No member of the Committee shall be entitled to compensation for services performed, but the Committee may employ independent professional advisors for plan review and may allow reasonable compensation to such advisors, not to exceed two hundred (\$200.00) dollars per Lot or Dwelling. The Architectural Control Committee shall have full power to regulate all exterior changes to a Lot or Dwelling, including landscaping and drainage, Dwelling and other structures location and tree removal from Lots in the manner hereafter provided.

Section 5.02 - Committee Authority. No exterior changes, additions or alterations, including exterior coloring, to any Dwelling or other structure in the Development, additional fences or changes in existing fences, hedges, walls, walkways and other structures shall be commenced or erected, until the same is approved by the

Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Lots and Dwellings to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Development as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interest of the Association in maintaining the value and desirability of the Development as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by a majority vote of the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 5.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot or Dwelling (except as to the interior of a Dwelling), including that portion of any Lot not actually occupied by the Dwelling, until the plans and specifications showing the nature, kind, shape, height and materials are submitted to and approved by the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. If no application has been made to the Committee, a lawsuit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in the Section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

Section 5.04 - Procedure. As is set forth in Section 5.02, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself the Committee, then the Board, in its discretion, may provide, by resolution, for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or Committee deems advisable.

Section 5.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Development and (b) shall protect and conserve the value and desirability of the Development as a residential community, and, (c) shall be consistent with the provisions of this Declaration, and (d) shall be in the best interest of the Association in maintaining the value and desirability of the Development as a residential community.

Section 5.06 - Exculpation of Committee and/or Board. Committee and/or Board cannot and shall not be held responsible for any loss or damages to any person arising out of the approval or disapproval of plans, designs, or construction errors. Nor shall Committee and/or Board be held responsible for loss or damage arising out of non-compliance with any zoning law, ordinance or land use or building regulation or any provision of this Declaration.

## ARTICLE VI - ADMINISTRATION

Section 6.01 - Association. The Association shall have the rights, powers and duties as provided herein. The Association shall be governed by its Articles of Incorporation and Bylaws. Such rights and powers may encompass any and all things which a natural person could do or which now or hereafter may be authorized by law provided such Articles of Incorporation and Bylaws are not inconsistent with the provisions of the Declaration and are necessary, desirable, or convenient for effectuating the purposes set forth in this Declaration. A copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for KirbyWoods Subdivision,



Articles of Incorporation and Bylaws of the Association shall be available for inspection at the office of the Association during reasonable business hours. Copies of said Declaration, Articles of Incorporation and Bylaws may be purchased for such reasonable fees as may be prescribed by the Association and otherwise provided as set forth in Section 2.13 herein.

Section 6.02 - Members. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot or Dwelling which is subject to Maintenance Charge or from occupancy of a Dwelling.

Section 6.03 - Joint Owners. When more than one person holds an interest in any Lot or Dwelling, all such persons shall be Members of the Association, provided, however, that the Owner's vote shall be exercised as provided above or as all persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot or Dwelling.

## ARTICLE VII - MAINTENANCE CHARGES

Section 7.01 - Purpose of Maintenance Charges. The Association shall have the authority to levy assessments, herein called "Maintenance Charges", against each Lot or Dwelling to be used exclusively to promote the recreation, health, safety and welfare of the residents in the Development and for the improvement and maintenance of the Common Areas, including, but not limited to, cost of repairs, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintaining of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide services which are not readily available from a governmental authority; and such other needs as may arise.

Section 7.02 - Creation of a Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the Members, except to the extent specifically provided herein, shall have the power to levy and collect Maintenance Charges in accordance with this Declaration against each Lot or Dwelling. Each Owner of any Lot or Dwelling by acceptance of such deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) Annual Maintenance Charges, (2) Special Maintenance Charges for capital improvements, (3) Special Maintenance Charges for emergencies as needed for purposes other than as a capital improvement, and (4) specific Maintenance Charges against any particular Lot or Dwelling which were established pursuant to the terms of this Declaration. All such Maintenance Charges, together with interest, costs and reasonable attorney's fees, shall constitute a lien upon the Dwelling against which each such Maintenance Charge is levied and shall run with the Dwelling, and shall take priority from the date the notice of lien for delinquent Maintenance Charge is filed in the Public Records of Harris County, which notice shall state the description of the Lot or Dwelling, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. The lien shall be subordinate to liens for ad valorem taxes or other public charges which by applicable law are expressly made superior. Every Owner of a Lot or Dwelling hereby consents to the imposition of such lien prior to any homestead status until paid in full.

Section 7.03 - Special Maintenance Charges. In addition to the Annual Maintenance Charge, the Association, through its Board of Directors, may levy in any calendar year a special charge, herein referred to as "Special Maintenance Charge" for capital improvements or emergency purposes, and any such charge shall be approved by no less than two-thirds (2/3) of the Members. Notwithstanding the foregoing, a Special Maintenance Charge authorized under Section 7.01 (b), Article VII, and Section 2.12, Article II hereof, need be approved only by the Board of Directors and not the two-thirds (2/3) vote of the membership. Written notice of any meeting called for the purpose of making the levy of a Special Maintenance Charge requiring said approval of the membership shall be provided to all Members not less than ten (10) days or more than thirty (30) days in advance of said meeting.

Section 7.04 - Annual Maintenance Charges. Annual Maintenance Charges shall be determined for each Lot or Dwelling by the Board prior to January 1, of each year for all Lots subject to Maintenance Charges pursuant to Section 7.07 herein by determining the sum necessary to fulfill the obligations and purposes of said Maintenance Charges for each year commencing January 1. Such charges are referred to herein as the "Annual Maintenance Charge". Written notice of the Annual Maintenance Charge shall then be sent to every Owner subject thereto and the due date shall be established by the Board, which may be monthly, quarterly or annually. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Maintenance Charges on a specified Lot or Dwelling have been paid.

Section 7.05 - Reserves for Replacement. The Association shall establish and maintain an adequate reserve for the periodic maintenance, repair and replacement of improvements to the Common Areas. The fund is to be maintained out of Annual Maintenance Charges.

Section 7.06 - Uniform Rate of Maintenance Charges. Except as provided herein in Section 7.02, both Annual and Special Maintenance Charges shall be fixed at the same amount for each Lot or Dwelling and may be collected on a monthly, quarterly or annual basis.

Section 7.07 - Commencement of Annual Maintenance Charges. The Maintenance Charges provided for herein shall commence as to each Lot or Dwelling at the time of the closing of the sale of each Lot or Dwelling; and the first Annual Maintenance Charges shall be adjusted according to the number of days remaining in the calendar year of such closing. The due dates for Maintenance Charges shall be established by the Board.

Section 7.08 - Remedies of the Association for Nonpayment of Maintenance Charges. Any Maintenance Charge not paid within ten (10) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien and foreclose the lien securing payment of such Maintenance Charge as provided herein in the same manner in which mortgages on real property may be foreclosed in Texas. In any such foreclosure, the Owner shall be required to pay all costs and expenses of filing the notice of lien and all reasonable attorney's fees, which costs, expenses and attorney's fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any Maintenance Charges against the Lot or Dwelling which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot or Dwelling as Owner thereof. No Owner may waive or otherwise escape liability for the Maintenance Charges provided herein by non-use of the Common Areas. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Harris County, Texas.

Payment Plan Policy  
Amendment

Section 7.09 - Subordination of the Lien to Mortgages. The lien of the Maintenance Charges provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot or Dwelling shall not affect the lien. Any mortgage which obtains title to a Lot or Dwelling as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the Maintenance Charge pertaining to such Lot or Dwelling or chargeable to the former Owner thereof which become due prior to the acquisition of title by said mortgagee. Such unpaid Maintenance Charges shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its successor or assigns. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot or Dwelling from the lien for Maintenance Charges made thereafter. No sale or transfer shall release such Lot or Dwelling from liability for the Maintenance Charge thereafter becoming due.

Section 7.10 - Exempt Property. All property dedicated to and accepted by a public authority and all properties owned by the Association shall be exempt from Maintenance Charges created herein.

Section 7.11 - Rights of Governmental Authorities. In the event any municipality or other governmental



authority performs the obligations of the Association for the maintenance of any facilities or Land within the Development, then said municipality or governmental authority shall have legally enforceable liens against all Land, Lots or Dwellings in the Development and the same enforcement rights afforded the Association.

#### ARTICLE VIII - MAINTENANCE OF COMMON AREAS AND LOTS

Section 8.01 - Maintenance Responsibility. The responsibility for the maintenance of the Common Areas and Lots within the Development shall be as follows:

(a) Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control, and maintenance of the Common Areas as defined herein and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) Lots. Each Lot Owner shall be responsible for the maintenance of his Lot, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within the Lot. In the event an Owner fails to maintain the exterior of his Lot in a good, clean, attractive and sanitary condition, or in the event the Board deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of thirty (30) days written notice to Owner of said Lot and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the Development.

#### ARTICLE IX - SPECIAL PROVISIONS TO SATISFY THE REQUIREMENTS OF THE FEDERAL NATIONAL MORTGAGE ASSOCIATION

Section 9.01 - Inspection of Records. The Association shall allow all Owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.

Section 9.02 - Furnish Annual Statements. Upon written request, the Association shall furnish its most recent annual statement to any holder of the first mortgage of a Lot or Dwelling in the Development.

Section 9.03 - Cancellation of Contracts. The Association may cancel, without penalty or cause, any contract or lease made by it before Owners, other than the Developer, assume control of the Association upon ninety (90) days written notice to the other party.

Section 9.04 - Notices. Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any first mortgage on any Lot or Dwelling in the Development:

(a) Notice of any condemnation or casualty loss that affects a material portion of the Development or the applicable Lot or Dwelling.

(b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to any applicable Lot or Dwelling within the Development.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

## ARTICLE X - REMEDIES

Section 10.01 - Violations. Whenever there shall have been built, or there exist on any Lot or Dwelling, any structure, building, thing or condition which is in violation of the Covenants, Association shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of Owner said Lot or Dwelling which expense shall be deemed to be equivalent to an assessment as provided in Section 7.01 and, shall be payable by such Owner to Association on demand, and such entry and abatement or removal shall not be deemed a trespass or make Association liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

## ARTICLE XI - MISCELLANEOUS

Section 11.01 - Additional Covenants. No Owner may impose any additional covenants or restrictions on any part of the Land.

Section 11.02 - Termination. These Covenants, as described in this Declaration and as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect for a period of thirty (30) years from the date of recording the original Declarations, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners representing two-thirds (2/3) of the votes of Members has been recorded in the Public Records of Harris County, Texas, in which written agreement any of the covenants provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Land then subject thereto, in the manner and to the extent provided in such written agreement.

Section 11.03 - Amendments. This Declaration may be amended by a vote of Members who represent two-thirds (2/3) of the votes of Members and shall be placed of record in the Official Public Records of Real Property of Harris County, Texas. Notwithstanding anything contained herein to the contrary, no amendment of this Declaration which in any way alters, changes, limits, diminishes or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of a Lot or Dwelling shall be effective without the joinder of the institutional mortgagee. For purposes of this statement, an institutional mortgagee shall be defined as a bank, a mutual savings bank, life insurance company, savings and loan association, real estate trust, pension fund, trust, governmental agency, mortgage company, Federal National Mortgage Association or other lender active in a geographic area within twenty (20) miles of the Development including the successors and assigns of any such lender.

Section 11.04 - Indemnification. The Association shall indemnify every officer and director against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise taken on behalf of the Association, except for their own individual willful conduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent of any obligations as members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights as to which any officer or director, or former officer or director, may be entitled. The Association may, at a common expense, maintain adequate general liability and officer's and director's liability insurance to fund this obligation.

Section 11.05 - Insurance. The Association shall obtain such insurance coverage it reasonably and in good faith deems necessary, including, but not limited to, the following policies of insurance: a) fire, flood and

extended coverage insurance on all improvements upon the Common Areas in the amount of 100% of the full insurance replacement cost value of the improvements; b) Workmen's Compensation insurance to meet the requirements of law; c) general comprehensive public liability insurance in such amounts and in such form as shall be required by the Association against liability to and claims of the public, a Member of the Association, and any other person with respect to liability occurring upon the Common Areas based upon or arising out of the Association's ownership or use of the Common Areas. The liability insurance shall name as separately protected insured the Association, the Architectural Control Committee, other standing or special committees, the Board of Directors, and their respective members, employees, officers, agents and representatives.

Section 11.06 - Negligence. Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, licensees, employees, or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Lot or Dwelling or its appurtenances.

Section 11.07 - Enforcement. In addition to the other remedies permitted herein, if any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for the Association or any person or persons owning a Lot or Dwelling:

(a) To institute and maintain civil proceeding for the recovery of damages against those so violating or attempting to violate any such Covenants or restrictions, or;

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in Section 10.01 shall be construed as cumulative of all other remedies now or thereafter provided by law. The failure of the Association to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violations, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

(c) In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, its Exhibits or Regulations adopted pursuant thereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Section 11.08 - Severability. The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 11.09 - Successors and Assigns of the Association. Any reference in this Declaration to the Association shall include any successors or assigns of the Association's rights and powers hereunder.

Section 11.10 - Rules Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule Against Perpetuities or any related rule, the interest shall be constructed as becoming void and of no effect as of end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on challenged interest.

Section 11.11 - Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

Section 11.12 - Notices. Any notice required or permitted to be delivered as provided herein may be

delivered either personally or by mail. If delivery is made by mail, delivery shall be deemed to have been made twenty-four (24) hours after a copy of the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, addressed to each such person at the address given in writing by such person to the party sending the notice or to the address of the Dwelling of such person if no address has been given. Such address may be changed from time to time by notice in writing.

Section 11.13 - Gender and Number. Wherever the context of the Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 11.14 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 11.15 - Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, KIRBYWOODS PROPERTY OWNERS ASSOCIATION OF TAYLOR LAKE VILLAGE, INC., a Texas nonprofit corporation, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

071-62-2130

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

APR 29 2010



*Dorothy B. Kaufman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

3  
NOTICE

APPLICATION OF FENCE PROVISIONS (ARTICLE 2.11)  
OF THE AMENDED AND RESTRATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE KIRBYWOODS SUBDIVISION

cc

X  
VC

WHEREAS, this position statement of the Kirbywoods Property Owners of Taylor Lake Village, Inc., is applicable to the following property:

That tract of land containing 0.588 acres, under Film Code 195-05-0708, out of a 106.02 acre tract in the Ritson Morris League, A-52, Harris County, Texas, and the adjacent three tracts of land out of the Ritson Morris League, A-52, recorded in Harris County, Texas, Deed Records at Volume 1011, Page 503, May 13, 1936, Volume 1023, Page 186, September 23, 1936, the combined area of said tracts containing 1,296,785.60 square feet of 29.77 acres, more or less; and

WHEREAS, due to the events described below the Board of Directors of the Kirbywoods Property Owners of Taylor Lake Village, Inc. (POA), finds it necessary to record in public record, a statement of the POA clarifying the policy of the POA with respect to the application of Article 2.11 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kirbywoods (the "Declaration");

NOW, THEREFORE, the owners and prospective owners of property within Kirbywoods are hereby placed on notice that it is the position of the POA, that the POA is responsible for the maintenance of the "perimeter fence" as defined in the 2003 resolution and that article 2.11(f) of the Declaration remains in effect as appearing in the Declaration filed of record at Harris County Clerk's file number 20100172356, filed April 29, 2010.

CCR Article II, Section 2.11.f

This position is the result of consultation with counsel and consideration of the premises enumerated herein.

- A. The POA covenants provide for the responsibility of the perimeter fence in paragraph 2.11(f):

*(f) Special Provisions. Notwithstanding anything to the contrary, the Developer and the Association, as successor to the Developer, shall have the right to install and maintain fences and/or walls around the perimeter of the Development on individual Lots, with said fences and/or walls to be maintained by the Association. Section 2.11 does not apply to completely enclosed, screened areas attached to the Dwellings.*

- B. Additionally, in 2003 the POA board of directors resolved a more restrictive definition of what qualified as a perimeter fence to be the fence that bordered on public property and/or public areas within the neighborhood.

The follow sequence of events transpired 2008-2010:

1. In 2007 an amendment to Declaration was passed, changing the amount of votes required to pass amendments from 75 percent to 2/3rds of the qualified voters.
2. Such amendment did not become effective until filed of record on April 29, 2010.

3. In September 2008 Hurricane Ike did significant damage to the neighborhood (including the perimeter fence).
4. In May 2009, a vote was taken to give perimeter fence ownership (responsibility) to homeowners. (individual homeowners' insurance would then cover future damage). Such amendment passed by 1 vote.
5. The records of such vote were provided to the contracted management company for filing with Harris County.
6. Fall 2009 – Board of Directors was informed that the 2007 amendment had not been filed with Harris County and the 2009 fence vote records were lost; resulting in the Declaration amendment provision remaining at 75% and making it impossible to confirm the result of the 2009 vote.
7. In January 2010, the 2007 (75 to 67%) amendment was filed with Harris County.
8. In July 2010, the homeowners were informed of the failure to record the passed amendment and a new vote was scheduled on the fence amendment (to pass perimeter fence maintenance to homeowners).
9. This time the amendment fails to receive the required numbers of votes to pass.
10. In December 2010, the 2009 fence vote was found and confirmed not to have satisfied the 75% requirement.

The Board of Directors having considered the dilemma of differing vote results in the context of the enacted, but not effective vote requirement amendment, recognizing that a need for clarity, declares that sufficient problems exist with respect to all aspects of the fence amendment process to conclude that the fence restrictions remain as originally created in the Declaration.

SIGNED THIS 3 DAY OF February, 2011.

KIRBYWOODS PROPERTY OWNERS OF  
TAYLOR LAKE VILLAGE, INC.

By: Kenneth J. Dwyer, President

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on the 3 day of February, 2011, by Kenneth Dwyer, President of the Kirbywoods Property Owners of Taylor Lake Village, Inc., for the purpose and in the capacity indicated herein.

Marianne Nelson  
Notary Public, State of Texas



Ref: Associa  
Houston Community Mgmt Services  
17049 El Camino Real Suite 100  
Houston, TX 77058



# KIRBYWOODS POA



A subdivision of Taylor Lake Village, Texas <http://www.kirbywoods.com>



Date: 1-25-2011

To: Kirbywoods Homeowners  
From: Kirbywoods POA

Re: Perimeter Fence Ownership

Dear Kirbywoods Homeowner,

The Kirbywoods POA would like to inform the homeowners of recent events relative to perimeter fence ownership. In summary, the POA is continuing to follow the July 2010 vote results which direct the POA to retain ownership of the perimeter fence.

During February of 2010, the POA decided to move management companies. As part of the closeout process with CMSI, the POA requested all records for Kirbywoods be returned. Over the first half of 2010, the POA made inquiries about the missing 2009 perimeter fence vote records. After each inquiry, the previous management company stated they did not have the records. For this reason, a 2010 perimeter fence vote was taken. This vote determined fence ownership would remain with the POA. However, this January, the POA sent the previous management company a draft letter intended for the Houston Better Business Bureau. The letter explained the numerous issues we have had and requested financial compensation. Although CMSI did not agree to any compensation, only hours before the deadline, they did locate the 2009 perimeter fence vote records. These records were then returned to the POA. To ensure the POA has properly resolved the issue of fence ownership, the Board met with legal counsel and was advised to honor the July 2010 vote.

The board is currently in the process of planning a fence replacement. The Board hopes to accomplish this over the next three to four years, with the first phase starting in the fall of 2011.

Kirbywoods POA

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas.

FILED FOR RECORD  
8:00 AM

MAR 25 2011

*Stan Stewart*  
County Clerk, Harris County, Texas

MAR 25 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



2  
notice  
B

KIRBYWOODS PROPERTY OWNERS ASSOCIATION  
OF TAYLOR LAKE VILLAGE, INC.  
RECORDS RETENTION POLICY

20110548308  
12/30/2011 RP3 \$20.00

CCR Article II, Section 6.01

WHEREAS, the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., a Texas non-profit corporation (the "Association"), which is governed by its Board of Directors (the "Board"), is the governing entity of the Kirbywoods Subdivision and authorized to enact this Policy; and

WHEREAS, this Records Retention Policy applies to the operation and utilization of property within the Kirbywoods Subdivision, an addition in Harris County, Texas, according to the map or plat thereof that is recorded in the Real Property Records of Harris County, Texas, at Volume 345, Page 84 and under Clerk's File No. M558982 and Film Code No. 171802479. along with any supplements thereto or replats thereof (the Subdivision"); and

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

NOW THEREFORE, the Board of Directors of the Association hereby adopts the following Records Retention Policy pursuant to Chapter 209.005(m) of the Texas Property Code and the authority granted to the Board by the provisions of the By-laws:

This Records Retention Policy was approved by the board of Directors for the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., on the 17th day of October, 2011, to be effective January 1, 2012.

The Association shall maintain its records as follows:

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

Records not listed above are not subject to mandatory retention, but may be retained at the Association's discretion.

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

KIRBYWOODS PROPERTY OWNERS ASSOCIATION  
OF TAYLOR LAKE VILLAGE, INC.  
CERTIFICATION

"I, the undersigned, being the President of the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: Kenneth J. Dwyer, President

Print name: Kenneth J. Dwyer

ACKNOWLEDGEMENT

STATE OF TEXAS           §

COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Dwyer, President of the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 17 day of October, 2011.

Marianne Nelson  
Notary Public, State of Texas

**RETURN TO:**

Holt & Young, P.C.  
11200 Richmond Ave., Suite 450  
Houston, Texas 77082



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

DEC 30 2011



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2  
notice

KIRBYWOODS PROPERTY OWNERS ASSOCIATION  
OF TAYLOR LAKE VILLAGE, INC.  
PAYMENT PLAN POLICY

20110548306  
12/30/2011 RP3 \$20.00

CCR, Article 7, Section 7.08

WHEREAS, the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., a Texas non-profit corporation (the "Association"), which is governed by its Board of Directors (the "Board"), is the governing entity of the Kirbywoods Subdivision and authorized to enact this Policy; and

WHEREAS, this Payment Plan Policy applies to the operation and utilization of property within the Kirbywoods Subdivision, an addition in Harris County, Texas, according to the map or plat thereof that is recorded in the Real Property Records of Harris County, Texas, at Volume 345, Page 84 and under Clerk's File No. M558982 and Film Code No. 171802479. along with any supplements thereto or replats thereof (the Subdivision"); and

WHEREAS, the Board of Directors of the Association desires to establishes guidelines to administer an installment payment process for delinquent amounts owed to the Association in compliance with Chapter 209 of the Texas Property Code ; and

NOW THEREFORE, the Board of Directors of the Association hereby adopts the following Payment Plan Policy pursuant to Chapter 209 of the Texas Property Code and the authority granted to the Board by the provisions of the By-laws:

This payment plan policy was approved by the board of Directors for the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., on the 17th day of October, 2011, to be effective January 1, 2012.

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



- 8) If an owner defaults on the Payment Plan the Payment Plan is terminated. Default of a Payment Plan includes:
- failing to return a signed Payment Plan form with the down payment;
  - missing a payment due in a calendar month; or
  - failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.
- 9) If an owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the owner for the next two years after the date of default.
- 10) No payment plan may last shorter than 3 months or longer than 18 months, although an Owner is not prohibited from paying amounts due to the Association earlier than contemplated by a payment plan.
- 11) The Association is allowed to charge interest and reasonable administrative costs throughout the payment plan, but may not charge a late fee or any other penalties.

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

KIRBYWOODS PROPERTY OWNERS ASSOCIATION  
OF TAYLOR LAKE VILLAGE, INC.  
CERTIFICATION

"I, the undersigned, being the President of the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: Kenneth J. Dwyer, President

Print name: Kenneth J. Dwyer

ACKNOWLEDGEMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS   §

Stan Starnot  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2011 DEC 30 PM 2:55

FILED

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Dwyer, President of the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 17 day of October, 2011.

Marianne Nelson  
Notary Public, State of Texas



Return To:  
Holt & Young, P.C. ✓✓  
11200 Richmond Ave., Ste. 450  
Houston, TX, 77082

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PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

DEC 30 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

6  
Notice  
B

KIRBYWOODS PROPERTY OWNERS ASSOCIATION  
OF TAYLOR LAKE VILLAGE, INC.  
REGULATION OF SOLAR PANELS, ROOF SHINGLES,  
FLAGS, FLAG POLES, RELIGIOUS ITEMS AND RAIN BARRELS

20110548305  
12/30/2011 RP3 \$36.00

WHEREAS, the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., a Texas non-profit corporation (the "Association"), which is governed by its Board of Directors (the "Board"), is the governing entity of the Kirbywoods Subdivision and authorized to enact this Policy; and

WHEREAS, these Regulations apply to the operation and utilization of property within the Kirbywoods Subdivision, an addition in Harris County, Texas, according to the map or plat thereof that is recorded in the Real Property Records of Harris County, Texas, at Volume 345, Page 84 and under Clerk's File No. M558982 and Film Code No. 171802479, along with any supplements thereto or replats thereof (the Subdivision"); and

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

WHEREAS, the Board of Directors of the Association desires to establish regulations and guidelines relating to solar panels, certain roofing materials, flags, flag poles, religious items and rain barrels;

NOW THEREFORE, in accordance with the foregoing, the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., hereby adopts the following Regulations on the 17<sup>th</sup> day of October, 2011, to be effective January 1, 2012.

**I. Solar panels are permitted to the extent required by 202.010 of the Texas Property Code, subject to the following regulations:** CCR, Article II, Section 2.19

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

- 6) If located in a fenced-in yard or patio, the Solar Panels shall be lower than the fence line of the yard or patio.
- 7) Solar Panel frames, brackets, wires and pipes shall be a shade of silver, bronze or black.
- 8) An Owner wishing to obtain approval of the installation of a solar panel or device that does not comply with any single criteria above must demonstrate that an alternative location will enable the panel or device to generate more than 10% greater production in the alternative location.

**II. To the extent required by 202.011 of the Texas Property Code, Owners are entitled to install roof shingles designed primarily to be wind and/or hail resistant; shingles that provide heating and cooling efficiencies greater than those provided by customary composite shingles; and shingles that provide solar generation capabilities (collectively referred to as "Alternative Shingles"), subject to the following regulations: CCR Article II, Section 2.19**

An Owner must obtain prior written authorization of the Architectural Control Committee ("ACC"), to place or install any type of shingle or roofing material on the exterior of any improvement located on a Lot within the Subdivision. Roof Shingles will be approved upon the submission of a proper application to the ACC proposing an installation of roof shingles that is within the parameters set forth in Chapter 202.011 of the Texas Property Code and any other permissible criteria required by the ACC.

Roof shingles that satisfy all of the criteria of each subparagraph one through four below will be approved for installation.

1. shingles are either designed primarily to
  - a) be wind and hail resistant;
  - b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
  - c) provide solar generation capabilities.
2. the shingles resemble the shingles used on property in the subdivision.
3. the shingles are more durable than and are of equal or greater quality to the shingles used on property in the subdivision.
4. the shingles match the aesthetics of the property surrounding the owner's property.

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

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

**CCR Article II, Section 2.05**



- 3) The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 4) Only Permitted Flags may be displayed within the Association.
- 5) Permitted Flags shall be displayed from a pole attached to a structure OR from a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage or entry door.
- 6) A flag pole attached to a structure shall be limited to one per lot, shall be no more than 6 feet long and shall be securely attached by a bracket with an angle of 30 to 45 degrees down from vertical. The flag pole shall be attached in such a manner as to not damage the structure. One attached flag pole is allowed on the front portion of a structure facing the street in a location approved by the ACC. Brackets which accommodate multiple flag poles are prohibited.
- 7) A flag pole, whether attached to a dwelling or freestanding, shall be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flag pole and harmonious with the dwelling. Flag poles shall be commercially produced and not home-made, they shall not be constructed of wood or plastic.
- 8) Only one Permitted Flag may be displayed on a flag pole attached to a structure; up to two Permitted Flags may be displayed on an approved free-standing flag pole that is at least 14 feet tall.
- 9) The flag display and flag pole shall conform to all setbacks, easements, and zoning ordinances.
- 10) Flags and flag poles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition shall be repaired, replaced or removed.
- 11) Free-standing flag poles, are limited to one per lot, in a location approved by the ACC in writing, and shall not exceed 20 feet in height (including any ornamental cap) and 9 inches in diameter. Free-standing flag poles shall be permanently installed in the ground according to the manufacturer's instructions.
- 12) Permitted Flags are limited in size to 3 feet tall by 5 feet wide.
- 13) Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting shall be:
  - a) approved in writing by the ACC prior to installation, and
  - b) shall be ground mounted in the vicinity of the flag, and



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

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

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

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

- 1) The Owner shall first apply to and receive written approval from the ACC prior to installation of any Barrels/System.
- 2) The Barrels/System must be of a color that is consistent with the color scheme of the owner's home.

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

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

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

KIRBYWOODS PROPERTY OWNERS ASSOCIATION  
OF TAYLOR LAKE VILLAGE, INC.  
CERTIFICATION

"I, the undersigned, being the President of the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: Kenneth J. Dwyer, President

Print name: Kenneth J. Dwyer

ACKNOWLEDGEMENT

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS

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§

COUNTY OF HARRIS

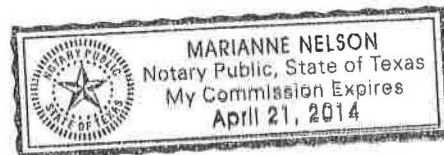
BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Dwyer, President of the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 17 day of October, 2011.

Marianne Nelson  
Notary Public, State of Texas

**RETURN TO:**

Holt & Young, P.C.  
11200 Richmond Ave., Suite 450  
Houston, Texas 77082



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COUNTY OF HARRIS

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

DEC 30 2011



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

4  
Notice

KIRBYWOODS PROPERTY OWNERS ASSOCIATION  
OF TAYLOR LAKE VILLAGE, INC.  
BOOKS AND RECORDS PRODUCTION POLICY

20110548304  
12/30/2011 RF3 \$28.00

CCR Article II, Section 6.01

WHEREAS, the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., a Texas non-profit corporation (the "Association"), which is governed by its Board of Directors (the "Board"), is the governing entity of the Kirbywoods Subdivision and authorized to enact this Policy; and

WHEREAS, this Books and Records Production Policy applies to the operation and utilization of property within the Kirbywoods Subdivision, an addition in Harris County, Texas, according to the map or plat thereof that is recorded in the Real Property Records of Harris County, Texas, at Volume 345, Page 84 and under Clerk's File No. M558982 and Film Code No. 171802479. along with any supplements thereto or replats thereof (the Subdivision"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.005, which requires the Association to adopt and record a policy regarding guidelines for production of Association Books and Records to owners and the Board of Directors of the Association desires to establishes guidelines in compliance with Chapter 209.005 of the Texas Property Code; and

NOW THEREFORE, the Board of Directors of the Association hereby adopts the following Records Production Policy pursuant to Chapter 209 of the Texas Property Code and the authority granted to the Board by the provisions of the By-laws:

This Records Production Policy was approved by the board of Directors for the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., on the 17th day of October, 2011, to be effective January 1, 2012.

**I. Copies of Association Books and Records will be available to all Owners upon their proper request and at their own expense. A proper request:**

- a. is sent certified mail to the Association's address as reflected in its most recent management certificate;
- b. is from an Owner, the Owner's agent, attorney, or certified public accountant; and
- c. contains sufficient detail to identify the Books and Records being requested.

**II. Owners may request to inspect the Books and Records OR may request copies of specific Books and Records.**

If the owner makes a request to *inspect* the Books and Records, then the Association will respond within **10 business days** of the request, providing the dates and times the Books and Records will be made available and the location of the Books and Records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents requested during the inspection upon the owner paying the Association the cost thereof.

If the owner makes a request for *copies of specific Books and Records*, the Association shall, within 10 days of the owner's request, send a response letter advising on the date that the

requested copies will be made available (within **15 business days**) and the cost the owner must pay before the requested copies will be provided. Upon paying the cost of producing the requested copies, the Association shall provide the requested copies to the owner.

**III. The Association hereby adopts the following schedule of costs:**

<u>COPIES</u>	10 cents per page, for a regular 8.5" x 11" page 50 cents per page, for pages 11" x 17" or greater Actual cost, for specialty paper (color, photograph, map, etc...) \$1.00 for each CD or audio cassette and \$3.00 for each DVD
<u>LABOR</u>	\$15.00 per hour, actual time to locate, compile and reproduce the Books and Records (can only charge if request is greater than 50 pages in length)
<u>OVERHEAD</u>	20% of the total labor charge (can only charge if request is greater than 50 pages in length)
<u>MATERIALS</u>	actual costs of labels, boxes, folders, and other supplies used in producing the Books and Records, along with postage for mailing the Books and Records

**IV. The Association hereby adopts the following form of response to Owners who request to inspect the Association Books and Records:**

KIRBYWOODS PROPERTY OWNERS ASSOCIATION  
OF TAYLOR LAKE VILLAGE, INC.  
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS

April 11, 2012

Dear Homeowner:

On April 1, 2012, the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., received your request to inspect the books and records of the Association. The books and records of the Association can be made available for you to inspect on regular business days, between the hours of 9:00 a.m. and 5:00 p.m., at the office of Houston Community Management, Inc., at 17049 El Camino Real, Ste. 100, Houston, Texas 77058.

Please contact the Association manager at 832-864-1200 to arrange for a mutually agreeable time for you to come and inspect the books and records. Please be advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you. A schedule of costs is included with this response.

Very Truly Yours,  
Kirbywoods Property Owners Association  
of Taylor Lake Village, Inc.



**V. The Association hereby adopts the following form of response to Owners who request copies of specific records:**

April 11, 2012

Dear Homeowner:

On April 1, 2012, the Kirbywoods Property Owners Association of Taylor Lake Village received your request for copies of specific Association records. We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response.

In order to obtain the records you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is \$ \_\_\_\_\_. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the office of (insert Association Management Company), at (insert manager's address).

Very Truly Yours,  
Kirbywoods Property Owners Association  
of Taylor Lake Village, Inc

- VI. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.**
- VII. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information, and contact information.**

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

**KIRBYWOODS PROPERTY OWNERS ASSOCIATION  
OF TAYLOR LAKE VILLAGE, INC.  
CERTIFICATION**

"I, the undersigned, being the President of the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: Kenneth J. Dwyer, President

Print name: Kenneth J. Dwyer

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Dwyer, President of the Kirbywoods Property Owners Association of Taylor Lake Village, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 17 day of October, 2011.

Marianne Nelson  
Notary Public, State of Texas

**RETURN TO:**

Holt & Young, P.C.  
11200 Richmond Ave., Suite 450  
Houston, Texas 77082



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THE STATE OF TEXAS  
COUNTY OF HARRIS

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DEC 30 2011



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2011 DEC 30 PM 2:55

FILED