

RESTATED AND AMENDED

RULES AND REGULATIONS

FOR

WOODFOREST CIVIC ASSOCIATION, INC.

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WHEREAS, the Woodforest Civic Association, Inc. (the "Association") has been charged with the duty of controlling and safeguarding the appearance, sanitation, and permissive activities in twenty-four (24) subdivisions in Harris County, Texas (the "Woodforest Community"), containing approximately 3,400 lots with corresponding improvements, with each such subdivision having its own and separate declaration of conditions, covenants, protective provisions, and restrictions; and

WHEREAS, those twenty-four (24) subdivisions, along with the recording information by which reference is made to the Harris County Clerk's Official Public Records of Real Property) concerning their respective original declarations of conditions, covenants, protective provisions, and restrictions, are comprised of the following, (as subsequently amended, as the case may be, the "Woodforest Declarations"):

Woodforest, Section One (1)	Film Code No. 004-05-0213
Woodforest, Section Two (2)	Map: Vol. 4073, Page 438
Woodforest, Section Three (3)	Clerk's File No. B388017
Woodforest, Section Four (4)	Clerk's File No. B477208
Woodforest, Section Five (5)	Clerk's File No. B556734
Woodforest, Section Six (6)	Clerk's File No. B556734
Woodforest, Section Seven (7)	Film Code No. 004-18-0397
Woodforest, Section Eight (8)	Film Code No. 002-40-0640
Woodforest, Section Nine (9)	Film Code No. 004-30-0478
Woodforest, Section Ten (10)	Clerk's File No. C042465
Woodforest, Section Eleven (11)	Clerk's File No. C206412
Woodforest, Section Twelve (12)	Clerk's File No. C345405
Woodforest, Section Thirteen (13)	Clerk's File No. C536953
Woodforest, Section Fourteen (14)	Clerk's File No. C538917
Woodforest, Section Fifteen (15)	Clerk's File No. C768738
Woodforest, Section Sixteen (16)	Clerk's File No. C896457
Woodforest, Section Seventeen (17)	Clerk's File No. D472780
Woodforest, Section Eighteen (18)	Clerk's File No. D551844
Woodforest, Section Nineteen (19)	Clerk's File No. E243956
Woodforest, Section Twenty-one (21)	Film Code No. 191-20-1528
Woodforest, Section Twenty-two (22)	Clerk's File No. F074055
Woodforest, Section Twenty-five (25)	Film Code No. 157-84-0665
Woodforest North	Film Code No. 153-82-2513
Rivergrove Garden Homes	Clerk's File No. M798598

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WHEREAS, the Association is charged with the duty of enforcing the Woodforest Declarations for the purposes of controlling and safeguarding the appearance, sanitation, and permissive activities in the Woodforest Community; and

WHEREAS, the Association, acting through its Board of Directors, may exercise the powers listed and enumerated in Section 204.010(a) of the Texas Property Code in accordance therewith in pursuit of controlling and safeguarding the appearance, sanitation, and permissive activities in the Woodforest Community; and

WHEREAS, said powers granted by Section 204.010(a) of the Property Code include (without limitation) the powers to:

- (1) regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision;
- (2) impose and receive payments, fees, or charges for the use, rental, or operation of the common area and for services provided to property owners;
- (3) impose interest, late charges, and, if applicable, returned check charges for late payments of regular assessments or special assessments;
- (4) if notice and an opportunity to be heard are given, collect reimbursement of actual attorney's fees and other reasonable cost incurred by the Association relating to violations of the subdivisions restrictions or the Association's bylaws and rules;
- (5) charge costs to an owner's assessment account and collect the costs in any manner provided in the restrictions for the collection of assessments;
- (6) adopt and amend rules regulations the collection of delinquent assessments and the application of payments;
- (7) implement written architectural control guidelines for its own use or record the guidelines in the real property records of the applicable county;
- (8) modify the guidelines as the needs of the subdivision change; and
- (9) exercise other powers necessary and proper for the governance and operation of the Association.

WHEREAS, the Board of Directors desires to restate and amend the rules and regulations, including without limitation those Architectural Control Guidelines and Use Restrictions for the Architectural Control Committee (May 1, 2003); and

NOW, THEREFORE, in order to carry out and continue a uniform plan for the improvement, development, maintenance, sale, and use of the properties within the

Woodforest Community, it is hereby declared that all of the properties within the Woodforest Community shall be held, sold, and conveyed subject to these Restated and Amended Rules and Regulations, all of which are for the purposes of controlling and safeguarding the appearance, sanitation, and permissive activities in the Woodforest Community, and further protecting the beauty of the properties, to establish and preserve a harmonious and aesthetically pleasing design for the Woodforest Community and to protect and promote the value of the properties. These Rules and Regulations shall run with said real property and be binding upon all parties having or acquiring any right, title, or interest in said real property or any part thereof, their heirs, predecessors, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I Architectural Control

Section 1.01. The Architectural Control Committee. The Architectural Control Committee (the "ACC") will consist of a Chairperson and several homeowner representatives from the Association.

Section 1.02. ACC Approval Required. No construction of improvements or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by any owner of any lot within any section of the Woodforest Community (including, without limitation, the construction or installation of sidewalks, driveways, mail boxes, decks, patios, courtyards, swimming pools, greenhouses, playhouses, awning, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings), nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface) (such changes hereinafter referred to as "Regulated Modifications"), unless and until the Regulated Modifications shall have been submitted to and approved in writing by the Woodforest Civic Association, Inc. (the "Association") acting through the ACC, as to the compliance of such plans and specifications with the respective declaration and such design guidelines (the "Guidelines") as may be published by the Association from time to time (including, without limitation, these Rules and Regulations), and as to the harmony of the Regulated Modifications with the external design, locations and appearance in relation to surrounding structures and topography.

Section 1.03. Application Procedure. Applications for Regulated Modifications should include a cover letter, together with the Application Form (see Exhibit "A"), explaining the proposed improvement(s). Attach one (1) copy of a detailed site plan. It is required that a copy of the survey received at closing be used so that relative distances and dimensions can be reviewed. Make sure to include all pertinent information, specifications, building permits, etc., along with a current mailing address and phone number. All applications must be submitted in writing. The ACC cannot respond to verbal or facsimile requests. Applications must be mailed to Woodforest Civic Association, inc., 314 Freeport Street, Houston, Texas, 77015. Call the Woodforest Civic Association, inc. at telephone number (713) 453-1503 within seven (7) days after the date of mailing the application to verify that it was received. Do not assume that it was received. **It is the responsibility of the applicant to make sure he/she has the most**

current guidelines before proceeding with any improvement. Check with any ACC or Board member to see if the guidelines have been reissued or amended. It is the responsibility of the applicant to make sure he/she has the most current mailing address and phone number of the ACC. Check with any ACC or Board member to see if the mailing address or phone number has been changed.

Section 1.04. Approval; Disapproval; Processing Period. ACC approval is required prior to the commencement of any Regulated Modification. Generally, the ACC will respond in writing to all Applications. Upon approval or disapproval, one (1) copy of the Application will be marked and returned, along with an explanatory letter. No approval of plans and specifications and no publication of minimum construction standards shall be construed as representing such plans, specifications or standards, will, if followed, result in a properly designed structure. Such approvals and standards shall in no event be construed as representing and guaranteeing any residence or modification to a residence will be built in a good, workmanlike manner.

- (1) The ACC has thirty (30) calendar days from date of receipt of a completed Application within which to respond. If additional information is required by the ACC, the thirty (30) day processing period will commence upon receipt of the additional information. Plans for the implementation of the proposed improvement(s) should allow for the time required to complete the approval process. However, every effort will be made to respond promptly. In the event the ACC fails to indicate its approval or disapproval within the thirty (30) days after receipt of the required documents, approval will not be required, provided that the proposed improvement(s) are generally in harmony with the scheme of the development, and comply with the respective declaration and these Rules and Regulations. However, failure to respond on the part of the ACC does not imply permission to encroach on an easement or building line.
- (2) If an Application is not approved, the ACC will state in their letter why such approval was denied and what type of Application changes, if any, would alter that decision. If an applicant wishes to discuss or appeal a decision made by the ACC, the chairman of the committee should be contacted for an appointment. The Board of Directors shall have the final authority over all actions taken by the ACC. No ACC member can approve his/her own improvement or Application.

Section 1.05. Regulated Modifications without Approval. If an improvement is made without ACC approval, the Board of Directors for the Association has the legal right to enforce its removal. Neither the Association, the Board or the ACC shall be liable to any Owner or other party for any loss, claim or demand asserted on account of the administration and performance of its required duties.

Section 1.06. Inspection. The ACC reserves the right to inspect improvements as to compliance with the Applications received.

Section 1.07. Compliance and Non-Compliance. As a result of the adoption of these Rules and Regulations in light of the Woodforest Declarations and other prior rules and regulations, both adopted before these Rules and Regulations, an equitable process must exist to ascertain compliance/non-compliance with all documents.

- (1) The Woodforest Declarations were in existence prior to any home building in the respective subdivision of the Woodforest Community. It is expected that all residents will comply with the requirements specified in their Declaration. This includes the requirement to file an Application for approval to the ACC for all matters specified in the Declaration.
- (2) Regulated Modifications completed prior to the approval and adoption of the May 1, 2003 guidelines must, as stated above, comply with the respective Declaration, but will not be required to be in compliance with any of the additional restrictions or details which are not specified in the Declaration. Home improvements built subsequent to approval and adoption of the May 1, 2003 guidelines are expected to be in full compliance with said guidelines.
- (3) Regulated Modifications completed prior to the approval and adoption of these Rules and Regulations must, as stated above, comply with the respective Declaration and the May 1, 2003 guidelines, but will not be required to be in compliance with any of the additional restrictions or details which are not specified in the Declaration or May 1, 2003 guidelines, *except where such Regulated Modifications is at such odds with the purposes of the Rules and Regulations so as to reasonably require their removal or alteration.* Home Improvements built subsequent to approval and adoption of these Rules and Regulations are expected to be in full compliance with said guidelines.
- (4) Homeowners shall comply with all applicable restrictions and shall observe the filing requirements for any improvements. A homeowner is not in compliance if: (i) an improvement was made that is/was prohibited at the time of the improvement; or (ii) an improvement was made and an Application was not filed with the ACC.
- (5) Unapproved and/or prohibited Regulated Modifications are subject to removal or alteration at the homeowner's expense, unless a variance is granted. Homeowners shall apply to the ACC for any such variance.

ARTICLE II
Assessment Accounts

Section 2.01. Due Date. Payment of the yearly total assessment is due no later than January 31st. Said payment is delinquent on February 1st.

Section 2.02. Late Payment Procedures.

- (1) Upon the delinquency of payment, the following actions may be taken by the Association to encourage compliance and offset the loss to the Association for such delinquency:
 - (a) On February 1st, \$25.00 may be assessed to the owner's account, if not paid in full;
 - (b) On February 15th (or if the 15th falls on a Saturday, Sunday, or legal holiday, the day immediately after such period), notice concerning suspension of trash removal services may be sent;
 - (c) On March 1st, \$45.00 may be assessed to the owner's account, if not paid in full. In addition, trash removal service may be suspended, subject to a charge of \$25.00 to reconnect same to resume service after suspension has been placed;
 - (d) On March 10th, a notice of intent to refer to legal collections will be sent to all delinquent owners not already referred to the law firm for collections; and
 - (e) On April 10st, the account may be referred to an attorney or law firm for collection of all indebtedness accrued. In such event, the owner(s) responsible for payment of the yearly total assessment will be responsible for all reasonable costs incurred by the Association to the attorney or law firm, and after such referral, the Association may refer all payments and all communications to said attorney or law firm.

- (2) Payments must be physically and actually received by the Association at its Freeport Street office location (or successor office location in the event the office location is changed) *before* the applicable dates listed above in order to be considered timely with respect to those dates and avoid the corresponding charges.
 - (a) By way of example, and not limitation, if an envelope containing otherwise-proper payment is post-marked and/or deposited in the

mail on or even before February 1st but not received by the Association until sometime after February 1st, the payment is late with respect to the February 1st date.

- (b) Owners assume all risks of the method by which they choose to deliver their payments to the Association, including the risk that payment will be delivered late.
- (c) Payments are thus considered delinquent even if post-marked and/or deposited in the mail on or before the applicable dates listed above.

Section 2.03. Installment Payment Plans.

- (1) Payment plans are available to owners according to the following terms:
 - (a) The payment plan will be for three consecutive months, beginning within ten days after the payment plan is requested.
 - (b) The monthly payment amount will be three equal payments calculated by dividing the entire amount due by three.
 - (c) The payment plan will not be available (without written Board approval) where the owner has defaulted on a prior payment plan within two years.
 - (d) The Association will charge a reasonable administrative fee to administer the payment plan, which fee will be added to the owner's balance and included in the payment plan.
- (2) The approval of the payment plan will depend upon the Association's receipt of a signed written agreement in a form pre-approved by the Association, along with the first installment thereunder. All payment plans will require prompt payment on subsequent installments with no grace period for performance and no exceptions. The Association will not hold post-dated checks for consecutive payments, nor be responsible for bank charges incurred for post-dated check deposit. The Association may require that all payments be by money order or cashier's check. In accordance with Section 2.02(2), all payments under such installment

payment plans must be actually and physically received on or before the applicable due dates for same.

Section 2.04. Notices. It is the responsibility of the owner to assure that the Association has a correct mailing address for all correspondence, billings, notices, etc.

Section 2.05. Application of Payments. All monies received by the Association from an owner, will be applied to owner's account in the following manner:

- (1) Any delinquent assessment.
- (2) Any current assessment.
- (3) Any attorney's fees or third party collection costs incurred by the Association associated only with assessments or any other charge that could form the basis for foreclosure;
- (4) Any attorney's fees incurred by the Association that are not subject to Paragraph 3 above;
- (5) Any fines assessed by the Association and,
- (6) Any other amount owed to the Association.

Section 2.06. Fining Policy. The Fining Policy, as established by that certain "Resolution Pertaining to Fining Policy" is incorporated herein as if set forth verbatim and is restated below.

- (1) An initial notification letter addressing the violation will be sent requesting compliance within a specific amount of time, as contemplated by Chapter 209 of the Texas Property Code, and all requirements of said chapter will be satisfied with respect to said notice.
- (2) After the requirements of Chapter 209 for an association to levy fines have been satisfied, **any subsequent complaints or continued non-compliance will result in a fine in the amount of \$50.00 being levied upon the owner and charged to the owner's account and will further result in a second notification letter advising the owner that said fine will be due and payable within 30 days of the date of the second notification letter.**
- (3) The offenses over which the Board is especially concerned include the following:
 - Nuisance Behavior Issues
 - Barking Dogs
 - Violations of "Pooper Scooper"

- Music Disturbances
 - Yard Maintenance
 - Overgrown Yards
 - Neglected Home Maintenance Issues
 - Habitual Parking Issues
- (4) However, all restriction violations – including but not limited to those listed above – may be offenses for which the Board may impose a fine.
- (5) Moreover, if at any time the Board decides that the implementation of fines is not a sufficient means to enforce compliance; the Board retracts the right to refer any matter to litigation.

Section 2.05. Per-Lot-Basis Policy. The Per-Lot-Basis Policy, as established by that certain “Resolution Pertaining to Per-Lot-Basis for Assessments” is incorporated herein as if set forth verbatim and is restated herein:

Starting for the year 2010 and continuing year-to-year thereafter, regardless of whether any owner previously did not pay on such a basis and regardless of whether the Association did not collect from any owner on such a basis, *all owners must pay on a per-lot-owned basis. (one annual assessment per lot owned) and the Association will collect from all owners on a per-lot basis.*

ARTICLE III Use Restrictions

Section 3.01. Basketball Goals.

- (1) Only one basketball goal per Lot will be permitted. The basketball goal may be permanent or portable. Notwithstanding anything else in these Rules and Regulations, placement of permanent or portable basketball goals must be approved by the ACC prior to the installation or use of the goal.
- (2) Installation of permanent basketball goals and placement of portable basketball goals on a public easement, right-of-way, or street is prohibited.
- (3) Installation of permanent (and placement of portable) basketball goals is limited to the boundaries of the owner’s Lot, further subject to the other requirements herein.
- (4) If the backboard is mounted onto the roof by use of a mounting structure, the mounting structure must be painted to match the roof shingle color.
- (5) Owners are responsible for the proper upkeep and maintenance of goals, including, but not limited to, poles, backboards and nets, and are subject

to repair or replacement upon notice by the Association. Goals that are found to be in habitual violation of maintenance are subject to permanent removal.

Section 3.02. Timesharing. No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

Section 3.03. Containers for Storage of Trash

- (1) All trash cans and other containers for the storage of garbage or other waste material are required to be stored out of public view.
- (2) Trash cans and other containers, including but not limited to, loose bags and recycling Bins, shall not be put out to the road or curbside before 12:00 PM of the day preceding the scheduled collection day, and must be removed no later than 12:00 PM the day after scheduled collection.

Section 3.04. Parking and Storage of Vehicles. "Vehicle" as used in these Rules and Regulations includes without limitation cars, automobiles, trucks, boats, boat trailers, boat rigging, truck cabs, trailer cabs, trailers, campers, recreational vehicles, or vehicles similar to trailers, campers, or recreational vehicles, whether the Vehicle is functional or not. Reference to Vehicles of any kind includes Vehicles belonging not only to the owner(s) but also the owner(s)' family, guests, licensees, and invitees.

- (1) No Vehicle shall ever be parked so as to obstruct other Owners, their families, guests, licensees, or invitees from ingress or egress from their Lot. See *also* Section 3.05(1), below.
- (2) The parking of all Vehicles shall be limited to driveways and garages only.
 - (a) This means that no Vehicle shall be parked on the grass or lawn.
 - (b) This also means that no Vehicle shall be regularly or habitually parking on road shoulders, in front of curbs, or on the street. "Regularly or habitually parked" shall be determined by the Association in its sole discretion, and in all events, it shall always be the case that a Vehicle parked on the road shoulder, in front of the curb, or on the street for a period longer than twelve (12) hours shall be considered so "regularly and habitually" parked, and it shall not be sufficient for the Vehicle to be moved momentarily after twelve (12) hours only to be later moved back.
- (3) Notwithstanding Section 3.04(2)(a), recreational and oversized occupational vehicles and trailers may be stored on an owner(s)' lot, but must be screened completely from view in a manner acceptable to the

Association, in its sole discretion. "Recreational and oversized occupational vehicles and trailers" shall mean and include without limitation and in the sole discretion of the Association, boats, boat trailers, boat rigging, trailers, campers, recreational vehicles, or similar vehicles.

- (4) Notwithstanding Section 3.04(3), recreational and oversized occupational vehicles and trailers may be temporarily parked in the driveway for the limited purpose of loading or unloading. "Temporarily parked" shall be determined by the Association in its sole discretion, and in all events, it shall always be the case that recreational and oversized occupational vehicles and trailers parked in the driveway for a period of more than seventy-two (72) hours is not "temporarily" parked, and it shall not be sufficient for the Vehicle to be moved momentarily after seventy-two (72) hours only to be later moved back.
- (5) No vehicle shall display any advertisement for a home incidental business or suggest the presence of a home incidental business.
- (6) As to eighteen (18) wheeler semi-truck cabs and trailers, wreckers, or two trucks, see also Section 3.05(3).

Section 3.05. Unsightly Objects.

- (1) No unsightly objects, which might reasonably be considered to give annoyance to neighbors or ordinary sensibility, shall be placed or allowed to remain on, but not limited to, any yard, residential structure, outbuilding, storage shed, street or driveway.
- (2) The Association or its duly authorized representative, under considerable, reasonable and realistic review on an individual basis and by a majority vote of the Board of Directors, would determine what constitutes an unsightly object.
- (3) Eighteen (18) wheeler semi-truck cabs and trailers, wreckers, tow trucks, truck cabs, trailer cabs, dump trucks, box trucks, heavy equipment (such as construction equipment), cargo trailers, and single or double axle trailers used for food vendor operations or landscaping or yard keeping operations constitute unsightly objects and are therefore not allowed to be parked or stored on any driveway, street, lot, or other locations within the Woodforest Community.

Section 3.06 Prohibition of nuisance or Offensive Activity.

- (1) Activities that can be reasonably interpreted as offensive or a nuisance to Residents, adjacent Lots or the neighborhood at large are generally prohibited.

- (2) No loud noises or offensive, noxious odors of any type or kind shall be permitted on any Lot or Property. Including, but not limited to, noisy vehicles, large power equipment or large power tools.
- (3) No television, musical instruments, sound or amplification system or other such equipment shall be operated at a level that can be heard outside the building or vehicle in which it is housed so as to reasonably offend or create a nuisance to surrounding residents.
- (4) Any equipment or activity that unreasonably interferes with radio or television reception on any Lot is prohibited.
- (5) No exterior speakers, horns or other sound devices (other than security devices used exclusively for security purposes) shall be operated or used in a manner that might reasonably be considered to give annoyance to surrounding residents of ordinary sensibility.
- (6) Pet owners are prohibited from allowing their pets to become a nuisance to other residents, by virtue of noise, odor or dangerous proclivities. Owners shall not allow pets to defecate on another's Lot, the common area or other public areas of the Community.
- (7) Owners shall, at all times, keep their pets on a leash or confined to a secure run or within a secured yard.
- (8) No animals, livestock or poultry of any kind shall be kept on any lot, raised, bred, or maintained for any commercial purpose, except that domestic dogs and cats (not to exceed two of each category) may be kept for the pleasure of the Owner of said lot.
- (9) The Board of Directors, upon notice of a violation to this resolution, shall have the right to determine in its sole discretion if such noise, odor, or activity constitutes a nuisance or offense.

Section 3.07 Garage Sales.

- (1) Garage sales are for the sale of personal household items only and not for the sale of new merchandise that has been purchased to be resold to the public. Selling cars, trucks, boats, RVs, food, animals, or tractors (except normal lawnmowers, not exceeding 12 HP) is prohibited. Any resident in violation of this subsection 3.07(1) may be subject to a fine and administrative charges, to be determined by the Board, presently \$250.00.
- (2) Garage Sales are permitted for Saturdays only, and are limited to two (2) times per year, per residence. No more than 50 garage sales will be

permitted throughout the Woodforest Community each Saturday. Residents requesting to have a garage sale must come to the Association's office to register and provide a deposit check in an amount to be determined by the Board, presently \$25.00. Registration must be completed before 5 p.m. on the Thursday prior to the requested date. After registration, if the homeowner is in good standing with the Association, one (1) sign will be provided, to be placed in the yard. The sign must be removed by the resident and returned to the Association on the Monday following the Saturday when the garage sale was held. Should the sign not be returned timely, or lost, the deposit check will be processed by the Association as recovery payment for said sign. Any resident holding a garage sale without registering with the Association may be subject to a fine and administrative charges, to be determined by the Board, presently \$250.00

ARTICLE IV Architectural Restrictions

Section 4.01. Buildings.

- (1) A "building" is defined as the main residence situated on a Lot, and includes any bona fide additions such as a garage. It does not include any structure not attached; such as a storage shed, gazebo or playhouse/fort.
- (2) A "detached garage" shall refer to a garage which is a free standing building and which does not share a common wall with the residence, although it may be connected to the residence by a covered walkway and may be architecturally treated so as to appear to be part of the residence building rather than a separate structure.
- (3) An "outbuilding" is defined as any permanent structure which is not attached to the main structure. This definition does not include bona fide additions to the main residence or garages, but does include without limitation, storage shed, gazebos, portable buildings, and playhouses/forts.
 - (a) The colors and materials should match or blend with the predominant exterior colors of the main residence.
 - (b) The ACC will consider small prefabricated metal storage buildings providing that they are permanently attached to a concrete slab and the color blends with the main residence.
 - (c) If warranted, and based upon factors unique to a given situation, the ACC is empowered to grant variances to the

above listed requirements as long as the resulting change effected by the variance is consistent with the general scheme of development.

- (d) No outbuilding shall be used as a residence either temporarily or permanently.
- (4) No improvements shall be constructed on the Lots other than one single family residential dwelling, not to exceed two and a half stories in height, a detached garage, or an attached garage for no less than two (2) full size cars. The garage shall not exceed the main dwelling in height.
- (5) Each Owner is required to maintain in good condition and repair all structures on the Lot, including but not limited to, all windows, doors, garage doors, roofs, siding, brickwork, stucco, masonry, concrete, driveways and walks, fences, mailboxes, and trim or facia. By way of example, not of limitation, wood rot, damaged brick, fading peeling or aged paint or stain, mildew, broken doors and windows, rotting or falling fences shall be considered violations of these Deed Restrictions, which the Owner of a Lot shall repair or replace upon notice by the Association or its duly authorized representative.
- (6) Location of Buildings.
 - (a) No building or other improvement shall be located on any Lot nearer to the front Lot line or nearer to the street sideline than the minimum building setback line shown on the recorded Plat;
 - (b) No main residence building, detached garage, nor any part thereof shall encroach upon any utility easement or be built closer to a street or property line than a building or setback line; and,
 - (c) Eaves, steps, fireplaces and unroofed terraces shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.
 - (d) **If warranted, and based upon factors unique to a given situation, the ACC is empowered to grant variances to the above listed requirements as long as the resulting change effected by the variance is consistent with the general scheme of development.**
- (7) Garages. Garage doors will only be accepted with applied wood siding, aluminum or metal panels.
- (8) Gutters and Downspouts.

- (a) Gutters and downspouts, if used, should be strategically placed to minimize their visibility to the front street. Preferably, downspouts should occur only at the rear and sides of a home. Placement on the front elevation should be avoided as much as possible, but may be used to avoid water runoff at front entrances.
 - (b) Gutters and downspouts must match, or be very similar to the color of the surface to which they are attached.
 - (c) Downspouts must be installed in a simple configuration.
 - (d) All gutters and downspouts must be installed so water runoff does not adversely affect adjacent properties.
 - (e) It is recommended that downspouts be buried or hidden in plant materials at the point where extensions carry water away from the building.
 - (f) For safety reasons, water runoff should never be directed directly onto sidewalks.
- (9) Roof Penetrations.
- (a) Utility penetrations, or other roof protrusions, shall not be visible from the front street.
 - (b) Generally, skylights should not be visible from the front street. An exception would be skylights that are part of the architectural style of the house and are used to enhance that style. In such cases, the Committee will determine their appropriateness.

Section 4.02 Exterior Painting

- (1) Even if a homeowner intends to paint in accordance with an original color scheme, or to rebuild in accordance with original plans and specifications, an Application must be submitted and no work begun until approved by the ACC.
- (2) Color changes must be approved by the ACC. Color of brick and roofing color used in house and color of neighboring houses are considerations.
- (3) Exterior paints for each residence shall be selected to complement or harmonize with the colors of the other materials with which they are used.

- (4) Wood siding and trim should generally stay within the earth tone color family (i.e. brown, tan, beige or gray). Soft and muted earth tone, primary and pastel colors are acceptable. The use of white is also permitted.
- (5) Extremely bold colors and bright primary colors are prohibited. The variety and number of exterior colors on each house should be held to a maximum of three, not inclusive of brick or front door color.
- (6) Front doors must be maintained. They may be a natural wood color, stained, or painted the same color as the house trim. Other paint colors may be approved on a case by case basis.

Section 4.03 Storm Windows and Storm Doors. The frames of storm windows and storm doors must be of a color compatible with the exterior house colors and/or general use and appearance of the house. No screen doors are allowed on front doors. Mechanical roll-down storm window boxes are prohibited.

Section 4.04 Solar Panels, Screens, Window Film.

- (1) The ACC will only approve solar panels which are unobtrusive and which blend in with the roof shingle color.
- (2) No solar panels should be mounted so that it extends above the roof line.
- (3) Solar panels may not be visible from the street.
- (4) Solar screens are allowed on windows only if they blend with the brick and roof color.
- (5) Colors and manufacturers must be acceptable to ACC for other screens and panels.
- (6) Solar window film must be non-reflective type.
- (7) Samples of window film must accompany each Application.

Section 4.05. Awnings, Window Shades, Door Coverings.

- (1) Awnings are only permitted if not visible from the street. Awnings on playhouses/forts, or used as patio covers must be of the same color as those on the house. In all cases, colors must match or complement the primary color of the house. The color selections of awnings must be in accordance with the Section 3 of these Guidelines. Once installed, awnings are to be maintained in excellent condition at all times. Awning frames must be painted to match the trim or the dominate color of the house or be painted black.

- (2) No aluminum foil or other reflective material shall be used or placed over doors or windows (with the exception of Christmas Holiday decorations), so as to be visible from the street. All visible window coverings and window treatments will be maintained in a good and attractive manner.

Section 4.06 Patio Covers.

- (1) Patio covers should be constructed of materials which complement the main structure.
- (2) Prefab covers made of aluminum may be approved providing they are of a color that substantially matches the house trim color. Unfinished aluminum will NOT receive ACC approval. **All metal must be painted.** Certain structures using wood framing may be allowed to go unpainted; provided treated or insect resistant wood is used.
- (3) If attached to house, patio cover must be integrated into existing roof line (flush with eaves) and if it is to be shingled, shingles must match roof. Entire patio cover and posts should be trimmed out to match the house. Supports must be brick, treated wood, or metal columns; no pipe is allowed.
- (4) Patio cover materials are as follows:
 - (a) Painted aluminum or wrought iron (to match trim of house).
 - (b) Painted wood (to match trim of house).
 - (c) Treated wood or naturally rot and insect resistant woods (such as cedar and redwood) may be used.
 - (d) Clear plastic, clear corrugated covers, or properly painted aluminum covers may be permitted if the cover is screened from view from the street. All patio cover materials (i.e, corrugated aluminum, metal, wood, lattice) must be completely framed in so that no raw edges or material are visible.
 - (e) Canvas and nylon is prohibited.
- (5) Patio covers may not encroach into any utility easement unless the utility companies involved have granted their written Consent to Such Encroachment.
- (6) Patio covers must be situated on the Lot to provide drainage solely onto the owner's Lot. If a proposed patio cover location is less than fifteen (15)

feet away from a side Lot line, the ACC will require that it be guttered with downspouts if it is to be a solid cover.

Section 4.07. Room Additions.

- (1) Exterior materials and colors should match the house as much as possible.
- (2) Detailed plans must be submitted to the ACC.
- (3) On individual basis, size and shape will depend on architectural style and layout of home, size of Lot and how well room addition integrates with existing home. Plans for room additions must show room size in proportion to room dimensions of the residence. Roof of addition must integrate with existing roof line to as to appear to have been part of the original house.
- (4) Balconies must also be approved prior to construction.

Section 4.08. Decks and Balconies.

- (1) All balcony designs must be submitted to the ACC and receive approval prior to construction. If wood is used, see Section 4.4(c).
- (2) Decks may not encroach into any utility easement unless the utility companies involved have granted their Written Consent to such encroachment.
- (3) Decks should not be situated on a Lot if they pose a problem to the effective drainage of the Lot or a neighboring Lot.
- (4) Decks that are higher than twelve (12) inches for a ground level deck at either the rear or the front of the home must have decorative screening coverage at the base. One-story homes are only permitted to have a ground level deck.
- (5) Two-story homes may construct a balcony or deck projecting from the wall of the upper floor of the rear of the residential structure only. All upper story decks will be required to have a railing.
- (6) It is recommended that upper story decks be built with support posts of sufficient size or detail so that knee braces are not required.
- (7) If railing is to be used, a simple vertical picket or horizontal board railing built in a vertical plane is preferred. Other simple and straight-forward designs are permitted.

- (8) If stairs or a railing are part of the deck design, the stair railing must match the deck rail. If possible, stairs should be included within the mass of either the deck or the house.

Section 4.09. Swimming Pools and Spas.

- (1) No pool or spa of any type may encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment. Deck encroachment also requires a consent agreement. Consents must be received prior to approval.
- (2) Ideally, any pool or spa must be located at least fifteen (15) feet from a side and rear Lot line to maintain proper drainage on the Lot. The pool must meet all building line and easement restrictions on the recorded Plat. Pools may only be constructed in the backyard.
- (3) Above ground pools are prohibited, spas, Jacuzzis or hot tubs are allowed provided they are screened from public view.
- (4) Drainage resulting from the installation of a pool or spa cannot negatively impact neighboring lots.

Section 4.10 Fences, Fence Extensions, Walls, and Hedges. With the exceptions cited below, any fence or wall intended for the purposes of privacy and/or security shall be no greater than the standard six feet (6') in height unless approved by the ACC and shall be no nearer to the front property line of the Lot which it serves than the building line which is closest to that property line, subject to the following exceptions:

- (1) All proposed fences must be approved by the ACC. No fence may be placed within any easement without written consent from the applicable holder of the easement. In no instance may a fence prohibit access to the easement by a utility company. Fences cannot be placed such that same interferes with the drainage design in the neighborhood.
- (2) Any homeowner who wishes to seal, paint or stain an exterior visible fence is required to submit a sample of the finished product for ACC approval PRIOR to the start of construction of the fence. The ACC will review each request on an individual basis with considerations as to harmony of the surroundings.
- (3) All corner fences and fences which face a public right of way must be installed picket side out for a distance of no less than fifty (50) feet back from the public right of way.

- (4) Fence or wall extension requests should be submitted by both neighbors sharing the side Lot line and fence or wall except in the case of a corner Lot. If both neighbors do not concur as to a proposed fence or wall extension, the ACC will examine the effect the extension will have on both properties. If one party will suffer detrimentally from the extension (i.e. an existing sight line will be blocked), the ACC will reject the Application.
- (5) Replacement or repairs of fences or walls must be made with similar materials and construction details as used in original fence or wall. Replacement with any other material must be approved by the ACC.
- (6) Where gates are proposed, they must be constructed of a durable material which is compatible to its respective fence type.
- (7) Fences must be maintained in good condition. Fences and fence gates that show signs of splitting, sagging or warping must be repaired or replaced immediately.
- (8) No shrubbery of any type is to be used as a fence at the front of the house.
- (9) No chain link fences shall be permitted. Notwithstanding anything in Section 1.07, all fences shall be the traditional wooden privacy fencing, such that no presently-existing chain link fence (or any part thereof) may be replaced with chain link fencing. Once presently-existing chain link fencing deteriorates to the point where it must be replaced, its replacement must be a traditional wooden privacy fence.

Section 4.11. Driveways, Driveway Extensions, Sidewalks.

- (1) An Application must be submitted for any driveway removal, addition or modification. Driveways, entry walks and sidewalks on each Lot may be constructed of concrete or any other finish approved by the ACC. If masonry material is approved, it must be compatible not only with the home, but also with any other walkways or terraces on the Lot.
- (2) Width of driveway between the front building line and the street must be a minimum of twelve (12) feet.
- (3) Any concrete spilled, poured or washed on a street must be immediately removed leaving the street clean and unstained.
- (4) Driveways must be maintained.
- (5) All driveways shall have a minimum three (3) feet side Lot setback between the driveway and the adjacent side property line.

Section 4.12. Antennas.

- (1) No exterior antennas of any kind shall be erected, constructed, placed or permitted to remain on any house, structure, improvement or building unless such antenna is located to the rear of the roof ridgeline, gable, centerline of the principal building or screened from public view.
- (2) Freestanding antennas including, but without limitation, satellite dishes, approved by the ACC must be located behind the rear wall, the main improvement of building structure and must be screened from view by installation of approved fencing or other screening devices.
- (3) No antennas, either freestanding or attached, shall be permitted to extend higher than ten (10) feet above the roof of the main residential structure on the Lot, nor shall be erected on a wooden pole,
- (4) Where possible, the homeowner is encouraged to place antenna inside the garage's attic space or the house's attic space.
- (5) Satellite dishes are not permitted to be located within the easement of any Lot without consent to encroach agreement. Consent must be received prior to approval.
- (6) Residents are required to install satellite dishes and mini satellite dishes as inconspicuously as possible.
- (7) Mini satellite dishes must be located as far to the rear of the roof ridgeline, gable, or centerline of the principle dwelling as possible, allowing for adequate reception. No dish shall be permitted to extend above a roof as to be visible from the street with the exception to an absolute last possible location to allow for adequate reception.
- (8) Mini satellite dishes on corner Lots are required to be attached to the building or other architecturally approved structure at the farthest point from the side street that allows for adequate reception.

Section 4.13. Decorations and Flag Poles.

- (1) On front lawns of Lots and on any portion of a Lot visible from any street, there shall be no decorative appurtenances placed; such as, but not limited to sculptures, statues, birdbaths, birdhouses, permanently affixed flag poles, fountains, or other decorative embellishments without ACC approval. Christmas holiday or other festive decorations of a temporary nature are exceptions.

- (2) Burglar bars over windows are generally prohibited and must be submitted to the Committee for consideration. Approval must be granted prior to installation. Burglar bars and gates must be in harmony with the design of the home. If approved, any burglar bars must follow the paint guidelines in Section 6.4 (a). Interior burglar bars that are visible from the street must also be applied for.
- (3) Christmas holiday decorations are permitted to be displayed only after Thanksgiving Day and must be removed no later than the seventh (7th) day of January of the New Year following the Christmas holiday.
- (4) Other recognized holiday decorations are only permitted to be displayed starting on the day prior to the first day of the calendar month that the holiday falls in, or no more than fourteen days prior to the holiday, whichever is less; and must be removed within seven (7) days after the holiday (with the exception of Christmas, as described above).
- (5) No wind generators or windmills, whether it be operational or for decorative purposes, shall be erected or maintained on any Lot.
- (6) The placement, size, height and color of portable or permanent flag poles must be approved by the ACC. The Board has duly adopted the following Guidelines for Display of Flags within the community:
 - (a) These Guidelines apply to the display of ("Permitted Flags"):
 - (1) The flag of the United States; and
 - (2) The flag of the State of Texas; and
 - (3) The official flag of any branch of the United States armed forces.
 - (b) These Guidelines do not apply to any flags other than the Permitted Flags listed in Section a.1 above including, but not limited to:
 - (1) Flags for schools, sports teams, businesses or foreign countries; or
 - (2) Flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - (3) Historical versions of flags permitted in Section a.1 above.

- (c) Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Association is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
- (d) Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
- (e) Permitted Flags must be displayed from a pole attached to a structure or to 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 door.
- (f) Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.
- (g) Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
- (h) Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
- (i) A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
- (j) Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
- (k) Free-standing flagpoles may not be installed in any location described below:
 - (1) In any location other than the Owner's property; or

- (2) Within a ground utility easement or encroaching into an aerial easement; or
 - (3) Beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - (4) Beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - (5) Closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
- (l) 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 must:
- (1) Be ground mounted in the vicinity of the flag; and
 - (2) Utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - (3) Point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - (4) Provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
- (m) Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
- (n) Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- (o) All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced.

Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

Section 4.14. Exterior Lighting.

- (1) Additional exterior lighting should not be of a wattage or lumen count which will adversely affect neighboring homes.
- (2) Exterior decorative lights, security lights or floodlights must be aimed so as not to shine on to a neighboring property or shall not illuminate areas beyond the Lot owners' property line as indicated on the recorded Plat of said Lot. The fixture color and shielding should be compatible with the building. Conduits and wiring must be concealed.
- (3) Ornamental, accent lighting and low-voltage lighting is allowed, but should be used in moderation and compliment the associated architectural elements. Moonlighting or up-lighting of trees is allowed, but the light source must be hidden.
- (4) Fluorescent and neon lighting is prohibited.
- (5) Gas or electric post lights may be in front or back of the house. Such lights must be no taller than eight (8) feet in height and the illumination must be a low wattage. The color of the post shall be selected to complement or harmonize with the colors of the other materials on the house. This means that the color should generally stay within the earth tone color family (i.e. black, brown, tan, beige or gray; no blues, reds or yellows). Soft and muted earth tone, pastel colors are acceptable. The use of white is also permitted. Extremely bold colors, primary colors, yellow, blue or green pastels are prohibited.
- (6) Exterior lights must not affect overall aesthetic appeal. The type, color and quality of all exterior light and house lighting must be consistent with other existing lights on the property and in the neighborhood of the respective house.
- (7) Architectural accent lighting is also permissible, but must be from an incandescent source.

Section 4.15. Birdhouses.

- (1) If mounted on a pole, must be unobtrusive and painted to match trim color of the house.
- (2) Must be placed not closer than five (5) feet to any property line, and must be situated in the rear of the house.

- (3) Birdhouse and mounting structure must be maintained.

Section 4.16. Landscaping. Landscaping (defined as living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth, e.g. bark, mulch, etc.) is generally not subject to ACC review and approval except in circumstances wherein such landscaping is intended to accomplish a structural objective, such as a hedge or a visual barrier, or is visually objectionable or visually obstructs sight lines at elevations between 2-6 feet above the roadways, or, not in harmony with the surrounding neighborhood, or is specifically referenced in the Declaration or these Guidelines and Use Restrictions.

- (1) Lot must be landscaped within six (6) months of occupancy.
- (2) Lot owner(s) are responsible for the upkeep and appearance of front yards, including but not limited to, the portion of the street right-of-way between the property line and the street curb.
- (3) Lots that are not covered with natural vegetation are required to be sodden with grass. Lawns are to be seeded within thirty (30) days of occupancy.
- (4) Planting bed(s) are not to exceed 50% of a front yard's total area.
- (5) Planting bed(s) edging is not required, but encouraged for maintenance purposes and to define the shape of the planting bed(s). Plastic, corrugated aluminum, wire wicker and railroad ties are not in character with the desired landscaping effect and are prohibited. Acceptable and approved edging is, but not limited to, Ryerson steel, brick set in mortar, horizontal or vertical timbers and landscaping stones.
- (6) No trees shall be removed, except to remove dead or diseased trees, or to provide room for additions, and then only with ACC approval.
- (7) Planting beds and front lawns are required to be properly irrigated, fertilized, pruned and kept free of weeds.
- (8) All lots must at all times be cut and maintained in a sanitary, healthful and attractive manner, and shall in no event ever be used for the storage of material and equipment, except for normal residential requirements, nor shall any owner or occupant permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot within the Woodforest Community, and consistent with Chapter 209 of the Property Code (or its successor, if any), the Association will, without liability in trespass or otherwise, enter said lot to cut or cause to be cut such weeds and grass, remove or cause to be removed such garbage, trash, rubbish, etc. and the cost of so doing will be a charge on the account accompanying that lot and the owner and

occupant shall be jointly and severally responsible for paying same within thirty (30) days of the Association sending notice of that cost to the owner and/or occupant, with interest on the unpaid balance after that period at a rate not to exceed the maximum permissible rate allowed by law.

- (9) Potted plants placed in areas and/or locations other than the front porch shall be of uniform size, shall be limited to six (6) in number, shall not exceed fifteen (15) gallons in size and must be positioned in a pleasing and organized manner.
- (10) Trellises, window boxes, arbors, and permanent brick borders that are visible, must have ACC approval.
- (11) Landscape projects should take into account the effect on drainage from resident property and adjacent properties.
- (12) Artificial plants, trees, shrubs, etc. are not allowed as part of the landscaping.

Section 4.17. Signs, Advertisements, Billboards.

- (1) No signs, advertisements, billboards, posters or advertising structures of any kind shall be placed on any Lot, except for a single sign advertising the property for sale or lease, or a small sign notifying home security, and contractor signs.
 - (a) Signs which give notice of a home security system are permitted if placed at or near the front entrance and are no larger than 144 square inches. Small window stickers which give notice of a home security system are also permitted.
 - (b) Contractor signs are not permitted for a period longer than thirty (30) days.
 - (c) The Association, or its assignees, shall have the right to remove any signs not in accordance to the foregoing, consistent with Chapter 209 of the Property Code (or its successor, if any), and in so doing shall not be liable in trespass or otherwise therefore.
- (2) No signs, advertisements, billboards, posters or advertisement structure of any kind are permitted to be placed in the subdivision's public or common areas.
- (3) Signs for Garage Sales, Missing Persons or Lost and Found Items are permitted with the following guidelines:

- (a) All signs are to be freestanding, posted on wooden or metal stakes, or within a freestanding metal frame and will be limited in size no longer than 24' x 38".
 - (b) Taping or otherwise affixing signs to trees, stop signs, light poles, monuments or other structures is prohibited, and will be removed immediately.
 - (c) Garage Sale Signs are to be removed IMMEDIATELY following the end of the event and returned to the Association's office.
 - (d) Lost and Found Signs must be dated and may remain posted for seven (7) days. Undated signs will be removed immediately.
 - (e) Signs must be of a preprinted professional type and must be clean and attractive at all times.
 - (f) Builders will be allowed to construct and maintain signs and advertising devices, subject to ACC review and approval, as in customary, in connection with the sale of newly constructed dwellings.
- (4) Unless prohibited by law, signs advertising political candidates may be placed on a lot ninety (90) days prior to an election and must be removed within ten (10) days after the election. Unless prohibited by law, only one (1) sign per political candidate may be erected upon a Lot and must comply with the requirements of Section 202.009, Texas Property Code.

Section 4.18. Storage of Building Materials.

- (1) Building materials placed on Lots prior to commencement of improvements must be kept in a neat, clean and orderly condition.
- (2) No materials may be placed on the street or on the unimproved Lots.
- (3) No visible storage of materials for a period of fourteen (14) days prior to the commencement of construction or improvement.

ARTICLE V
Limitation of Liability and Indemnification

Section 5.01. Limitation of Liability; Indemnification.

- (1) General

- (a) "Association Representative(s)" Defined. As used in this Section 5.01(1), "Association Representative(s)" means each current or former director, governing person, officer, delegate, employee and agent of the Association, as such terms are defined in Sections 1.002 and 8.001 of the Texas Business Organizations Code, and, to the extent not included within the foregoing, each current or former member of the ACC and any other committee of the Association. All provisions of the Texas Business Organizations Code pertaining to this 5.01(1), including Chapters 7 and 8 and Sections 22.221 and 22.235 thereof, as amended, are hereby adopted for purposes of this Section.
- (b) Limitation of Liability. To the fullest extent allowed by the Texas Business Organizations Code, including Chapters 7 and 8 thereof, an Association Representative is not liable to the Association, to any owner or member of the Association, or to any other person for any act by the Association Representative in the person's capacity as an Association Representative unless the person's conduct was not exercised in good faith, with ordinary care, and in a manner the Association Representative reasonably believes to be in the best interest of the Association.
- (c) Indemnification. To the fullest extent allowed by the Texas Business Organizations Code, including Chapter 8 thereof, the Association agrees to and is required to indemnify, defend, and hold harmless, and to advance expenses to, each Association Representative, INCLUDING, IN EACH CASE, FOR CLAIMS BASED ON OR ARISING FROM SUCH PERSON'S SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE, but excluding any such items incurred as a result of any act or omission for which the Association Representative is liable under the preceding subsection (b). The provisions of this subsection (c) constitute a determination that indemnification should be paid and a contract to indemnify formed as contemplated by Sections 8.103(c) and 8.151(d)(2) of the Texas Business Organizations Code.
- (d) Report to Members. So long as required by the Texas Business Organizations Code, any indemnification of or advance of expenses to an Association Representative must be reported in writing to all owners upon the earlier to occur of (i) with or before the notice or waiver of notice of the next meeting of owners, or (ii) with or before the next submission to members of a consent to action without a meeting, or (iii) within twelve months after the date of the indemnification or advance.

Section 5.02. Security Services. The Association may from time to time engage in activities or provide activities, devices or services intended to or which may have the effect of enhancing safety or security, including activities, devices or services limiting or controlling access to the Woodforest Community, or providing of patrol services or otherwise monitoring activities within the Woodforest Community, and may from time to time provide information through newsletters or otherwise regarding same (all such matters and all activities, services or devices of a similar nature or incident thereto herein referred to as, "Security Services"). Without limitation of Section 5.01 (1), with respect to and regarding any and all Security Services provided directly or indirectly by or through the Association:

- (1) SECURITY IS THE SOLE RESPONSIBILITY OF LOCAL LAW ENFORCEMENT AGENCIES AND INDIVIDUAL OWNERS AND THEIR TENANTS, AND THEIR RESPECTIVE GUESTS, LICENSEES, AND INVITEES. Security Services may be provided at the sole discretion of the Association. The providing of any Security Services at any time will in no way prevent the Association from thereafter discontinuing, or from temporarily or permanently modifying, terminating or removing, any Security Services, in whole or in part.
- (2) Any third party providers of Security Services are independent contractors, the acts or omissions of which are not imputable to the Association or any Association Representatives.
- (3) Providing of any Security Services may never be construed as (i) an undertaking by the Association or any Association Representatives to provide personal security as to any owner, tenant or guest, licensee, or invitee, or as to any other person, or (ii) a representation or undertaking that any Security Services will be continued, or (iii) a representation, guarantee or warranty that the presence of any Security Service will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause.
- (4) The Association and Association Representatives are not liable for, and each owner, their tenants, and their respective guest, licensees, and invitees, must indemnify, keep indemnified and hold the Association and Association Representatives harmless at all times from, any injury, loss or damages whatsoever, including without limitation any injury or damages caused by theft, burglary, trespass, assault, vandalism or any other crime, to any Person or property arising, directly or indirectly, from the providing or failure to provide any Security Services, or the discontinuation, modification, disruption, defect, malfunction, operation, repair, replacement or use of and Security Services.

- (5) THE ASSOCIATION AND ASSOCIATION REPRESENTATIVES HAVE NO DUTY, OBLIGATION OR RESPONSIBILITY OF ANY KIND WHATSOEVER TO WARN, ADVISE OR IN ANY OTHER MANNER INFORM ANY OWNERS, TENANTS, OR THEIR GUESTS, LICENSEES, OR INVITEES, OR ANY OTHER RESIDENTS OR OCCUPANTS OF ANY LOT OR COMMUNITY PROPERTIES, OR ANY LAW ENFORCEMENT AGENCY, OR ANY OTHER PERSON AS TO ANY ALLEGED, SUSPECTED OR KNOWN CRIMINAL ACTIVITIES OR ANY KIND, CRIMINAL HISTORY OR BACKGROUND OF ANY PERSON, OR CRIMINAL INVESTIGATIONS BY LAW ENFORCEMENT AGENCIES OR BY ANY OTHER AGENCY OR PERSON (ALL SUCH MATTERS, ACTIVITIES AND INVESTIGATIONS HEREIN REFERRED TO AS "CRIMINAL MATTERS"), regardless of whether the Criminal Matters involve the Woodforest Community, other areas in the vicinity or any other place or lands. The Association may (but has no obligation to) from time to time disclose and/or transmit information concerning Criminal Matters to owners, tenants, and any other occupants of Lots and/or any Community Properties, to any law enforcement agencies, and to any other agency or Person which the Association's committee members (including any member of the ACC), officers, directors, agents, employees and other related parties in their sole discretion deem advisable. Each owner and tenant by acceptance of any right, title or interest in any lot, and every owner, tenant and occupant of a lot or any Community Properties by virtue of such occupancy, hereby consents, on their behalf and on behalf of their respective guests, licensees, and invitees, and on behalf of all other persons coming upon a lot or any Community Properties at their invitation, or with their consent or permission, to any such disclosure and/or transmittal of information. Any such disclosure and/or transmittal of information shall in no way be deemed an undertaking to do so in the future, either as to the Criminal Matters then involved or as to any other past, current or future Criminal Matters. All other provisions of this Section apply to any disclosure and/or transmittal of information, and to any failure to disclose and/or transmit information, concerning Criminal Matters, including in particular but without limitation, the provisions of Section 5.02(d) regarding the indemnity obligations of owners, their tenants and their respective guests, licensees, and invitees.

Section 5.03. Liability Arising From Conduct of Owners. Each owner, their tenants, and their respective guests, licensees, and invitees must indemnify and keep indemnified, and hold harmless, the Association and Association Representatives from and against all claims, damages, suits, judgments, court costs, attorney's fees, attachments and all other legal actions relating, directly or indirectly, to any criminal activities or conduct, or to any willful or negligent

act or omission of an owner, the owner's tenants, or their respective guests, licensees, and invitees.

Section 5.04. Subsequent Statutory Authority. If the Texas Business Organizations Code, including without limitation, the Texas Non-Profit Corporation Law, and/or the Uniform Unincorporated Nonprofit Association Act, Texas Miscellaneous Corporation Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code or any other applicable statute, state or federal, is constructed or amended to further eliminate or limit liability or to authorize further indemnification than as permitted or required by this Article V, then liability will be eliminated or limited and any right to indemnification will be expanded to the fullest extent permitted by such construction or amendment.

Section 5.05. No Impairment. Any repeal, amendment or modification of this Article V may not adversely affect any rights or protection existing at the time of the amendment.

Ret:VV
Barsalou and Associates, P.L.L.C.
4635 Southwest Freeway,
Suite 580
Houston, TX 77027

This Resolution and these Restated and Amended Rules and Regulations were adopted by the Board of Directors on 12th day February, 2013.

IN WITNESS WHEREOF, the undersigned have executed this Resolution and these Restated and Amended Rules and Regulations on the 12th day of February, 2013.

David Moon
Leigh Ann Bennett
~~Leonard M. Taylor~~
~~Blake Littow SR~~
Marisol Rodriguez
Debbie Lonon
Cindi Nettles

DAVID MOON
Leigh Ann Bennett
LEONARD M. Taylor
BLAIRE LITLOW SR
Marisol Rodriguez
Debbie Lonon
Cindi Nettles

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged by each and every one of the aforesaid Directors on this the 12th day of February, 2013.



Elizabeth R. Moreno
NOTARY PUBLIC, State of Texas

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.

FILED FOR RECORD
8:00 AM

FEB 28 2013

Sta Stewart
County Clerk, Harris County, Texas

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

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

FEB 28 2013



Sta Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS