

Maintenance Guidelines Westwood Village Subdivision

Chapter 204, Section 204.010 of the Texas Property Code authorizes Associations acting through their Board of Directors to regulate the use, maintenance, repair, replacement, modifications and appearance of their subdivisions. These rules are necessary to help maintain the attractiveness of the subdivisions and thereby support property values of the subdivision. The Board of Directors of Westwood Village Homeowners Association, Inc. has revised and updated their existing exterior maintenance guidelines. The following guidelines were established to aide homeowners in complying with the context of the Westwood Village Covenants and Restrictions:

RESIDENTIAL USE. Every lot is restricted to a residential dwelling only. No business, professional, commercial or manufacturing use is allowed. Each lot is restricted to one single-family residence. Single family is defined as not more than two unrelated adults per household. No residence shall be used as a duplex, apartment or rooms for rent.

ANIMALS AND LIVESTOCK. No animals, livestock or poultry shall be raised, bred, or kept on any lot. Three (3) dogs, cats or other household pets may be kept provided that they are not bred or kept for any commercial purpose.

NUISANCE. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to neighbors in the subdivision.

STORAGE AND REPAIR OF VEHICLES. No boat, mobile home, trailer, boat rigging, truck larger than three-quarter (3/4) ton pickup, bus, unused or inoperable automobiles shall be parked or kept in street or lot within view of the street. No owner or visitor shall be permitted to work on automobiles or other vehicles in drive or in street other than work of a temporary nature. The vehicle may not remain in driveway or street for more than forty-eight (48) hours.

CONSTRUCTION ACTIVITY. Except in an emergency, outside construction or noisy interior construction is permitted only between the hours of 7:00 A.M. and 10:00 P.M.

TRASH, DEBRIS AND CLUTTER. No trash, garbage, debris, clutter, manure, garden material, construction material or offensive material of any kind shall be kept or allowed to remain on any lot for more than two consecutive days. All such material shall be used or disposed of in sanitary refuse containers and kept in an area adequately screened from public view until trash pickup day.

BUILDING MATERIALS. No storage of materials for construction of improvements shall be stored in public view for more than forty-eight (48) hours and shall be used or removed within a reasonable time.

MINERAL PRODUCTION. No drilling, refining, quarrying or mining shall be permitted. No oil wells, tanks, tunnels, mineral excavations or shafts are permitted. No derrick, or other structure for drilling of oil, gas or water is permitted.

TYPE OF RESIDENCE. One single family detached residence of not more than two stories, with garage of not less than one nor more than three cars. Carports are prohibited. Window air conditioners are prohibited. All structures must be new construction and must be kept in good repair and painted to preserve their attractiveness. The living area of each dwelling shall be a minimum of 1100 square feet. No structure may be located on any utility easement. No residence or structure shall be located neared than five feet from an interior lot line.

APPROVAL OF MODIFICATIONS. Before any change in structure, exterior color or siding is undertaken, the board of directors must approve the plans for said modification. A form may be obtained from the business office to be submitted with plans and color choices. No modification will be approved after it is has been started. Approval is required prior to the project being started.



*Amended Declaration of Covenants, Conditions, and Restrictions
for
Westwood Village, Section One*

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

That this declaration is made on the date set forth by Pulte Home Corporation of Texas, a Michigan Corporation authorized to do business in Texas (hereinafter called "Declarant"), who declares and publishes as follows:

WHEREAS, by instrument entitled "Declaration of Covenants and Restrictions, Westwood Village, Section One" and recorded in Volume 1768, Page 861, of the Deed Records of Brazoria County, Texas, certain restrictions (the "Prior Restrictions") were imposed on all of the land comprising Westwood Village, Section One, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 17, at pages 135-136, of the Map Records of Brazoria County, Texas, less and except Reserve "A" and Reserve "B", together with any lettered lots reflected in those reserves;

WHEREAS, Declarant is the present owner of that certain real property known as Westwood Village, Sections One, Two, Three, Four, and Five, which comprise of a subdivision in Brazoria County, Texas, according to the maps or plats thereof recorded at Volume 17, Pages 135-136, 337, 339-341, and 343 of the Map Records of Brazoria County, Texas in the office of the County Clerk of Brazoria County, Texas, save and except Lots Eleven (11), Sixteen (16), both in Block Two (2), Section One (1) of the Subdivision;

WHEREAS, It is the intent of Declarant to establish a uniform plan for the development, improvement, and sale of property in Section One of the above-described Subdivision (and prospectively, the property in Sections Two, Three, Four, and Five of the Subdivision and adjacent lands which may later be subjected to these Covenants, Conditions, and Restrictions), to ensure the preservation of the uniform plan for the benefit of both present and future owners of properties in Section One of the Subdivision, and, to this end, to create and establish the Westwood Homeowners Association, Inc., and delegate thereto the powers to administer and enforce the covenants, restrictions, easements, charges, and liens set forth herein; and

WHEREAS, Declarant, after notice to owners of lots in Westwood Village, Section One, and as the owner of more than seventy-five percent (75%) of the lots in Westwood Village, Section One, hereby amends and replaces the Prior Restrictions with the covenants, conditions, and restrictions hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the real property described below, and the individual lots that comprise the real property, are held, and shall hereafter be conveyed subject to the covenants, restrictions, easements, charges, and liens (sometimes referred collectively as "covenants and restrictions" or "deed restrictions") as hereinafter set forth, and further, that the property described below, and the lots, are hereby established within the jurisdiction of the Westwood Homeowner's Association, Inc. These covenants and restrictions shall run with the property and each specific lot and shall be binding upon all parties having or acquiring any right, title, or interest in said property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. The real property which is, and shall be held, transferred, sold, and conveyed and occupied subject to this declaration consists of the following:

All of Section One of Westwood Village, as a defined portion of Westwood Village, a subdivision in the City of Pearland, County of Brazoria, and State of Texas, according to the map or plat thereof recorded in Volume 17 at Pages 135-136, 337, 339-341, and 343 of the Map Records of Brazoria County maintained in the office of the County Clerk of Brazoria County, Texas, LESS and EXCEPT Sections Two, Three, Four, and Five, and Reserves "A", "B", "C", and "D", together with any lettered lots on those Reserves.

Article I

Definitions

The following words, when used in this Declaration, shall have the meanings specified below:

- Section 1. "Association" shall refer to the Westwood Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.
- Section 2. "Builder" shall refer to any person or entity undertaking the construction of a residence on a Lot.
- Section 3. "Community Properties" shall refer to any properties, real or personal, heretofore or hereafter conveyed to or otherwise acquired by the Association for the common use and enjoyment of the Members of the Association.
- Section 4. "Corner Lot" shall refer to a Lot which abuts on more than one street.
- Section 5. "Declarant" shall refer to Pulte Home Corporation of Texas and its successors and assigns.
- Section 6. "Declaration" shall refer to this Declaration of Covenants, Conditions, and Restrictions.
- Section 7. "Development" shall refer to the Lots as a whole that comprise Westwood Village Section One.
- Section 8. "Lot" shall refer to any of the numbered lots in Westwood Village, Section One, as shown on the Subdivision plats, but shall not refer to Reserves A and B or any letter tracts in those Reserves.
- Section 9. "Maintenance Fund" shall refer to the funds accumulated from the payment and the collection of annual and special assessments and used for the maintenance, upkeep, and preservation of the Community Properties and other expenditures permitted under the provisions of this Declaration.
- Section 10. "Member" shall refer to every person or entity, which holds a membership in the Association.
- Section 11. "Owner" shall refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not refer to any person or entity holding a lien, easement, mineral interest, or royalty interest burdening the title thereto.
- Section 12. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or any thoroughfare as shown on the Subdivision Plats.

Article II

Architectural Control Committee

Section 1. **Creation, Purpose, and Duties.** There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Richard Rue, Tom Price, and George Prude, all of Harris County, Texas, each of whom shall serve until his successor is appointed. The Committee shall be responsible for enforcing and maintaining the architectural integrity of improvements constructed on Lots and the quality of workmanship and materials utilized in the construction of such improvements in conformance with the covenants and restrictions herein. The duties and powers of the Committee, and any successors or designated representatives as provided hereinbelow, shall cease on the date upon which all Lots subject to the jurisdiction of the Association have houses thereon occupied as residences, at which time the Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. A majority of the Committee may designate one member to act for it. In the event of the death

or resignation of any person serving on the Architectural Control committee, the remaining person(s) serving on the committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s) provided, however, this provision shall not apply to a successor committee appointed by the Association. Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

No person serving on the Committee shall be entitled to compensation for services performed, however, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Committee. Except as to liability by reason of gross negligence or intentionally malicious acts, no member of the Committee shall be personally liable for any actions committed in the scope of services performed as a member of the Committee.

Section 2. **Powers of the Committee.** No building or other improvements shall be constructed or reconstructed on the Lots, and no exterior alteration therein shall be made until the site plan, the schematic plans and specifications have been submitted to and approved in writing by the Committee as to conformity and harmony of external design and location in relation to surrounding structures and topography and as to quality of workmanship and materials, all in accordance with specified restrictions hereinafter set forth. In the event the Committee fails to approve or disapprove the site plan and schematic plan within thirty-one (31) days after submission to the Committee, approval thereof shall be deemed to have been given and the requirements of submission of final working plans and specifications shall be waived, however, such approval and waiver shall not operate to waive any other covenants and restrictions set forth herein.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls, or other screening devices, the orientation of structures with respect to streets, walks, paths, and structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements, all in accordance with the specified restrictions hereinafter set forth. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the Lots. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Lots or the common scheme of development. All variance grants shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the variance is granted, listing conditions imposed on the granted variance and listing specific reasons for granting of the variance. Failure by the Committee to respond within thirty-one (31) days to a request for a variance shall operate as a denial of the variance.

Article III **Westwood Homeowners Association, Inc.**

Section 1. **Organization.** It is hereby acknowledged that the original homeowners Association specified in the Prior Restrictions and known as Westwood Village Improvement Association, Inc., a Texas non-profit corporation with Charter Number 695563-01, is no longer in existence. Declarant has therefore caused the Westwood Homeowners Association, Inc., to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance charge funds, enforcement of the Declaration, providing for the maintenance, preservation, and architectural control (when the powers of the Committee terminate and the

Committee's powers vest in the Association) of the Lots in the Development, the general overall supervision of all of the affairs and well being of the Development and the promotion of the health, safety, and welfare of the residents within the Development.

Section 2. **Board of Directors.** The Association shall act through a Board of Directors, which shall manage the affairs of the Association as specified in the By-Laws of the Association.

Section 3. **Membership.** Every Owner of a Lot shall be a member of the Association. Lot ownership is the sole requirement for membership and no Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of the land (which is subject to assessment by the Association) and shall automatically pass with the title to the Lot.

Section 4. **Voting.** The Association shall have two classes of voting membership:

(a) **Class A.** Class A members, with the exception Declarant, shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one individual or entity holds an ownership interest in a Lot, all such persons shall be members, but in not event shall they be entitled to more than one vote for each Lot owned.

(b) **Class B.** The sole Class B member shall be the Declarant. As a Class B member, Declarant shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) when the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in Class B membership, or (ii) on June 1, 1999.

Article IV

Covenant for Maintenance Assessments

Section 1. **Creation of The Lien and Personal Obligation For Assessments.** The Declarant, for each Lot hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

(a) Annual assessments or charges; and

(b) Special assessments for capital improvements.

Such assessments or charges are to be fixed, established, and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien (the "Contractual Lien") upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with any applicable interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer or title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Development. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving, and

maintaining streets, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Development; collecting and disposing of garbage, ashes, rubbish, and materials of a similar nature; payment of legal and all other expense incurred in connection with the collection, enforcement, and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing peace officers or watchmen or a security service or a combination of these; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass, and shrubbery on esplanades, easements, and on the Community properties; maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Development in neat and good order, or which they consider of general benefit to the Owners or occupants of the Lots, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments, and other charges, and the actions of the Board Directors associated with the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. **Basis And Maximum Level Of Annual Assessments.** The maximum annual assessment shall be Sixty Dollars (\$60.00) per year per Lot. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum annual assessment.

Section 4. **Rates Of Assessment.** Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates for all Lots; provided, however, the rate applicable to Lots that are owned by Declarant or a Builder and are not and have never been occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and status of occupancy changes.

Section 5. **Date Of Commencement and Determination Of Annual Assessment.** The annual assessment provided for herein shall commence on the conveyance of the Common Properties to the Association.

Section 6. **Effect Of Nonpayment Of Assessments: Remedies Of The Association.** Any assessments or charges, which are not paid when due, shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the Contractual Lien herein retained against the Lot. Interest accruing on past due assessments at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each Owner, by his acceptance of a Deed to a Lot, thereby grants and affords to the Association the Contractual Lien to secure the payment of the maintenance assessments and charges and expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the Contractual Lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association or through a non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code. Non-judicial foreclosure of the Contractual Lien, however, shall not be effective against any interest of the United States Government or its agencies in any Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Properties or abandonment of his Lot.

Section 7. **Subordination Of Lien To Mortgages.** As hereinabove provided, the title to each Lot shall be subject to the Contractual Lien securing the payment of all assessments and charges due the Association, but the Contractual Lien shall not be superior to any valid purchase money

lien or valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect the Contractual Lien provided, however, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Contractual Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot of the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof.

Section 8. **Exempt Property.** All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

Article V

Property Rights in the Community Properties

Section 1. **Owner's Easement For Access And Enjoyment.** Subject to the provisions herein stated, every Member shall have an easement of access and a right and easement of enjoyment in the Community Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association.

- (a) The Association shall have the right to borrow money and in aid thereof to mortgage the Community Properties upon approval by two-thirds (2/3rds) of the votes cast by each class of Members at a meeting of Members. In the event of a default under or foreclosure of any such mortgage, the rights of the lender or foreclosure sale purchaser shall be subject to the easement of enjoyment of the Members, except that the lender or foreclosure sale purchaser shall have the right, after taking possession of such community Properties, to charge admission and other fees as a condition to continued enjoyment by the Members of any recreational facilities and to open the enjoyment of such recreational facilities to a reasonably wider public until the mortgage debt owed to such lender, or the purchase price paid by the foreclosure purchaser, with interest thereon at the rate of twelve percent (12%) per annum, and other reasonable expenses incident to maintenance of such Community Properties incurred by the lender or foreclosure sale purchaser shall be satisfied or recovered, whereupon the possession of such Properties shall be returned to the Association and all rights hereunder of the Members shall be fully restored.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the voting rights and enjoyment rights of any member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties and to suspend the enjoyment rights and voting rights of any member for any period not to exceed sixty (60) days for any infraction of such rules and regulations. The Association shall have the right to delegate management of the Community Properties.
- (e) Upon approval of two-thirds (2/3rds) of each class of Members, the Association shall have the right to transfer or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of Members provided, however, this provision shall not be construed to limit the right of the Association to grant or dedicate public or private utility easements in portions of the Community Properties.

- (f) The Association shall have the right, but not the obligation to contract, on behalf of all Lots, for garbage and rubbish pickup and to charge the Owner of each Lot for his pro rata share to be determined by dividing the number of Lots being served into the total cost of providing such garbage and rubbish pickup and such cost to be in addition to, should the Association so elect, the assessments described herein.

Section 2. **Delegation Of Use.** Each Member shall have the right to extend his rights and easements of enjoyment to the Community Properties to the members of his family, to his tenants who reside in the Development, and to such other persons as may be permitted by the Association.

Section 3. **Inspection of Association Books.** Each Member shall have the right to inspect the books and records of the Association at the Association's office during reasonable office hours upon giving the President of the Association five (5) days prior written notice.

Article VI Use Restrictions

Section 1. **Residential Use.** Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial, or manufacturing use shall be made of any of the Lots, even though such business, professional, commercial, or manufacturing use be subordinate or incident to use of the premises as a residence. No structure other than one family residence and its outbuildings shall be constructed, placed on, or permitted to remain on any Lot. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, or apartment houses.

Section 2. **Animals And Livestock.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats, or other household pets may be kept on a Lot, provided that they are not kept, bred, or maintained for any business purposes and further provided that no more than three (3) such pets shall be kept on a Lot.

Section 3. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Development.

Section 4. **Storage And Repairs Of Vehicles.** No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter (3/4) ton pickup, bus, unused, or inoperable automobiles shall be parked or kept in the street in front of or on any Lot within view of the street. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or streets in excess of forty-eight (48) hours.

Section 5. **Permitted Hours For Construction Activity.** Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 10:00 P.M.

Section 6. **Disposal of Trash.** No trash, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic, or masonry materials with tight fitting sanitary covers or lids and be placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a

clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal, or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

Section 7. **Building Materials.** No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Development, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the street paving.

Section 8. **Mineral Production.** No drilling, developing operations, refining, quarrying, or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or water shall be permitted upon any Lot. Declarant waives his right to use the surface of any Lot for the exploration, development, or production of oil, gas, or other minerals or water from the mineral estate, if any, owned and retained by Declarant.

Article VII

Architectural Restrictions

Section 1. **Type of Residence.** Only one detached single family residence of not more than two (2) stories shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage for no less than one (1) nor more than three (3) cars. Carports on Lots are prohibited. All structures shall be of new construction and no previously occupied structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

Section 2. **Living Area Requirements.** The living area of any single family dwelling, exclusive of open porches and garages, shall contain not less than 1100 square feet.

Section 3. **Location of Residence on Lot.** Unless otherwise approved in writing by the Committee, all residences on each Lot shall face the Lot line having the shortest dimension abutting a Street (front Lot line). Residences on Corner Lots shall have a presentable frontage on each Street on which they face. Each attached or detached garage shall, unless otherwise directed or permitted by the Committee, face either upon the front Lot line or upon a line drawn perpendicular to the front Lot line. Driveway access will be provided from the front Lot line only, except for Corner Lots, which may have driveway access from a side street. No residence shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the building set back line as shown on the recorded Plats of Westwood Village Subdivision. No residence or other structure shall be located on any utility easement. No residence or other structure may be located nearer than five (5) feet from an interior Lot line.

Section 4. **Type of Construction.** Unless otherwise approved in writing by the committee, more than fifty percent (50%) of the exterior wall area of all residences, excluding gables, windows, door openings, and outbuildings or garages, must be of masonry, brick, or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the prior written consent of the Committee. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant.

- Section 5. **Temporary Buildings.** Temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices, and storage areas to be used in connection with the construction and sale of residences, but such facilities shall not be maintained in any street. Builders constructing improvements on Lots may use garages as sales offices for the time during which such Builders are marketing homes within the Development. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.
- Section 6. **Driveways.** On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the street occasioned by connecting the driveway thereto.
- Section 7. **Roof Material.** Roofs on all residences and other buildings shall be constructed of fire-resistant, fire-retardant, or fireproof material.
- Section 8. **Fences.** No fence or wall shall be erected on any Lot nearer to the Street than the front of the main residential dwelling or the front Lot setback line, whichever is further from the street. The erection of chain link facing upon a street is prohibited.
- Section 9. **Grass, Shrubbery, and Fencing.** The Owner of each Lot shall spot sod or sprig with grass the area between his residence and the curb line of abutting Street. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Development, shall be promptly removed or repaired, and if not removed by Owner by request, then the Declarant or Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill area into which materials specified by Declarant may be placed. The Association may plant, install, and maintain shrubbery and other screening devices around boxes, transformers, and other aboveground utility equipment. The Association shall have the right to enter upon the Lot to plant, install, maintain, and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and firewood storage.
- Section 10. **Signs.** No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than (a) one sign of not more than ten (10) square feet advertising the particular Lot on which the sign is situated for sale or rent, and (b) one sign of not more than ten (10) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, or to allow builders within the Development to construct and maintain, signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant and the Association shall have the right to erect identifying signs at each entrance to the Development.
- Section 11. **Traffic Sight Areas.** No fence, wall, hedge, or shrub planting, which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the Street and a line connecting them at points twenty-five (25) feet from their intersection or within the triangular area formed by the lot line abutting a Street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

- Section 12. **Exterior Antennae.** No radio or television wires or antennae shall be placed on any Lot between the residence and an adjoining Street; nor shall antennae, including free-standing antennae, extend more than fifteen (15) feet above the roof of the residence.
- Section 13. **Curb Ramps.** If required by applicable federal, state, or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks. All curb ramps shall be constructed in accordance with specifications required by the applicable authority.
- Section 14. **FHA Screening Fences.** Except as otherwise provided herein, plants, fences, or walls utilized in protective screening areas as shown on any Plat applicable to the Development or as required by FHA or VA shall be maintained to form an effective screen for the protection of the Development throughout the entire length of such areas by the Owners of the Lots adjacent thereto at their own expense. If the FHA or the VA shall require such protective screening areas, the, whenever the residence on any Lot affected by the screening requirements is built according to FHA or VA specifications, all screening devices shall be constructed to FHA or VA requirements.
- Section 15. **Sidewalks.** Before the construction of any residence is complete, the Builder shall construct in all adjacent street rights-of-way a concrete sidewalk four (4) feet in width, approximately parallel to the street curb and two to five (2 to 5) feet from the lot line. The sidewalk shall extend the full width and depth of the Lot and up to the street curb on Corner Lots.
- Section 16. **Minimum Lot Area.** No Lot shall be re-subdivided, nor shall any building be erected or placed on any Lot having an area of less than 7,000 square feet; provided, however, that nothing contained herein shall be construed to prohibit the re-subdivision of any Lot or Lots within the Development if such re-subdivision results in each re-subdivided Lot containing not less than the minimum Lot area aforesaid; it being the intention of this restriction that no building plot within the Development contain less than the aforesaid minimum area.
- Section 17. **Mailboxes.** Mailboxes, house number, and similar matter used in the Development must be harmonious with the overall character and aesthetics of the Lots in the Development.
- Section 18. **Disposal Units.** Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.
- Section 19. **Air Conditioners.** No window or wall-type air conditioners visible from any street shall be permitted.
- Section 20. **Private Utility Lines.** All electrical, telephone, and other utility lines and facilities which are located on a Lot, and are not owned by a governmental entity or a public utility company, shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.
- Section 21. **Enforcement of Exterior Maintenance.** In the event of violation of any covenant or restriction herein by any Owner or occupant of any Lot and the continuance of such violation after ten (1) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain, and restore the Lot and the exterior of the residence and any other improvement located thereon at the expense of the Lot Owner. To the extent necessary to prevent rat infestation, diminish fire hazards, and accomplish any of the above needed repair, maintenance, and restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The

Association may render a statement of charges to the Owner or occupant of such Lot for the reasonable cost of such work. The Owner and occupant agree, by their purchase and occupation of the Lot, to pay such statement immediately upon receipt. The reasonable cost of such work, plus interest thereon at then percent (10%) per annum, shall become a part of the assessment payable by the Owner of said Lot and payment thereof shall be secured by the Contractual Lien herein retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Article VIII

Easements

- Section 1. **Existing Easements.** The Plats of Westwood Village Subdivision dedicate for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and the Plats further establish dedications, limitations, reservations, and restrictions applicable to the Lots. Further, Declarant and Declarant's predecessors in title have heretofore granted, created, and dedicated by various recorded instruments, certain other easements and related rights affecting the Lots. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plats for Westwood Village Section One, Two, Three, Four, and Five and all grants and dedications of easements shown there on and all grants and dedications of easement and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Lots are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Lots.

- Section 2. **Changes and Additions.** Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements in the Development. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for public utility purposes, (including without limitation, gas, electricity, telephone, drainage, and television cables) in favor of any person or entity furnishing or to furnish utility services to the Lots, along and on either or both sides of any side Lot line, which easements shall have a maximum width of five (5) feet on each side of such side lot line.

- Section 3. **Title to Easements and Appurtenances Not Conveyed.** Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or his agents or employees, along or upon any lot or any part thereof to serve said Lot or any other portion of the Development, and the right to maintain, repair, well, or lease such appurtenances to any municipality or other government agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

- Section 4. **Installation and Maintenance.** There is hereby created an easement upon, across, over, and under all of the Lots for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas, and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across, and under the Lots within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on

the Lots until approved by Declarant or the Association's Board of Directors. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plats for Westwood Village Subdivision applicable to the Development, and to trim overhanging trees and shrubs located on portions of the Lots abutting such easements.

Section 5. **Emergency and Service Vehicles.** An easement is hereby granted to all police, fire protection, ambulance, and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Lots to render any service.

Section 6. **Underground Electrical Distribution System.** An underground electric distribution system will be installed within the Development which will be designated an Underground Residential Development and which underground service area shall embrace all Lots in the Development. The Owner of each Lot in the Underground Residential Development shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformer or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own, and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Development, the electrical service to each Lot therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/130 volt, three wire, 60 cycle, alternating current.

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements including buildings, patios, or other pavings, and neither a Builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, or improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

Article IX Enforcement

The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants and restrictions contained herein. Failure of the Declarant, the Association, or any Owner to enforce any of the provisions contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Article X General Provisions

Section 1. **Term.** These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 2009, after which time said

- covenants and restrictions shall be automatically extended for successive periods of ten (1) years each unless an instrument signed by the Owners of sixty percent (60%) of the Lots has been recorded in the Real Property Records of Brazoria County, Texas, agreeing to terminate or modify the covenants and restrictions herein.
- Section 2. **Severability.** Invalidation of any one or more of these covenants and restrictions by judgment or other court order shall not affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.
- Section 3. **Gender and Grammar.** The singular and the plural, wherever used herein shall be construed to mean or include one or more, when and as applicable, and the necessary grammatical changes required to make the provisions hereof apply to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.
- Section 4. **Titles.** The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.
- Section 5. **Interpretation.** If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or more of conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration is the intended interpretation and such interpretation shall govern.
- Section 6. **Omissions.** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.
- Section 7. **Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.
- Section 8. **Replattng.** Declarant shall have the right, but shall never be obligated, to re-subdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the Plat for Westwood Village Subdivision, Section One, and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.
- Section 9. **Amendment.** This Declaration may be amended during the initial period ending December 31, 2009, by an instrument executed by the Owners of seventy-five percent (75%) of the Lots and thereafter by the Owners of sixty percent (60%) of the Lots.

Article XI **Annexation**

Additional property may be annexed into the jurisdiction of the Association by recorded restrictions upon the consent of the owners of at least two-thirds (2/3rds) of the Lots provided, however, that upon submission to and approval by the FHA or the VA of a general plan, such additional stages development may be annexed by Declarant without such approval by the Membership. The Owners of Lots in such annexed property, as well as all Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Community Properties that may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to the annual maintenance assessment imposed hereby on a uniform, per Lot basis. As long as there is a Class "B" membership, the annexation of additional properties, the dedication of Community Properties, if any, to

the Association, the mortgaging of such Community Properties, and the amendment of this Declaration shall require the prior approval of the FHA or VA.

Upon a merger or consolidation of the Association with another Association, the Association's Properties, rights, and obligations may be transferred to the surviving or consolidated Association, or alternatively, the properties, rights, and obligations of another Association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association shall administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions applicable to the properties of the other Association as one scheme. However, such merger or consolidation shall not effect any revocation, change, or addition to the covenants and restrictions established by this Declaration and no merger or consolidation shall be permitted except upon approval of the Owners of at least two thirds (2/3rds) of Lots.

IN WITNESS WHEREOF, this Declaration is executed this 28th day of June, 1989.

DECLARANT:

Pulte Home Corporation of Texas

By: [signature of John Sachs]

Name: JOHN SACHS

Title: VICE PRESIDENT OF FINANCE

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN SACHS, Vice President of Pulte Home Corporation of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the beneficiaries of the Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day June, 1989.

Signed Barbara Strunk,
Notary Public in and for the
State of Texas

My Commission Expires: 1-16-92

Form /52

FILED FOR RECORD

Jun 28 10:31 AM '89
Dilly Bailey
County Clerk
Brazoria County, Texas

Westwood Homeowners Association, Inc.
By-Laws

Article I - Name and Location

The name of the corporation is WESTWOOD HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at One Riverway, Suite 1800, Houston, Texas 77056, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Association's Board of Directors.

Article II - Definitions

Section 1. "Association" shall mean and refer to WESTWOOD HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declarations of Covenants, Conditions, and Restrictions filed of record covering sections of Westwood Village, Section One, and such additional sections of Westwood Village thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and commercial reserves, if any, excluded from the scope of the Declaration of Covenants, Conditions, and Restrictions.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, by excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to James T. Lynch, Inc., its successors and assigns if such successors or assigns should acquire undeveloped real property from the Developer for the purpose of developing the property as a portion of Westwood Village.

Section 7. "Restrictions" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to Westwood Village, Section One, recorded or to be recorded in the Official Public Records of Real Property of Harris County, Texas, and any amendments thereafter or such other restrictions created by additional properties annexed to the Properties.

Article III - Meeting of Members

Section 1 - Annual Meetings. The first annual meeting of members shall be held on the 15th day of October, 1992, and subsequent meetings shall be held on the anniversary dates at 12:00 PM; if a legal holiday, or weekend day, then on the next succeeding business day.

Section 2 - Special Meetings. Special meetings of the members may be called at any time by the President of the Association or by the Board of Directors of the Association, or upon written request of the members who are entitled to vote (as defined in the Association's Articles of Incorporation).

Section 3 - Notice of Meetings. No written notice will be required for the annual meetings of the members. Written notice of each special meeting of the members shall be given by the Secretary of the Association or by the person authorized to call the meetings. Notice shall be mailed, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote. Notice shall be addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, date, hour, and purpose of the meeting.

Section 4 - Quorum. The presence at any meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, Restrictions, or these By-Laws. If, however, the members entitled to vote therein shall have power to adjourn the meeting from time to time without notice of other than an announcement at the meeting until a quorum shall be present or represented.

Section 5 - Proxies. At all meetings, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Article IV - Board of Directors: Selection and Term of Office

Section 1 - Number. The affairs of this Association shall be managed by a board of three (3) directors, who need not be members of the Association.

Section 2 - Term of Office. The initial Board of Directors shall each serve a three- (3) year term. Thereafter, the directors shall be elected as follows: one (1) director for a term of one (1) year; one (1) additional director for a term of two (2) years; and the final (1) director for a term of three (3) years.

Section 3 - Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4 - Compensation. No director shall receive compensation for any service he may render to the Association.

Section 5 - Action Taken without a Meeting. In the absence of a meeting, by obtaining the written approval and consent of all the directors, the directors shall have the right to take any action that they could take at a meeting. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article V - Nomination and Election of Directors

Section 1 - Nomination. Nomination for election to the board of directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the board of directors, and two (2) or more members of the Association. The nominating committee shall be appointed by the board of directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at such annual meeting. The nominating committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2 - Election. Election to the board of directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and Restrictions. The persons receiving the largest number of votes shall be elected.

Article VI - Meeting of Directors

Section 1 - Regular Meetings. Regular meetings of the board of directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2 - Special Meetings. Special meetings of the board of directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3 - Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act of decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

Article VII - Powers and Duties of the Board of Directors

Section 1 - Powers. The board of directors shall have the power to:

- (a) adopt and publish rules and regulations governing use of Common Area and facilities, if any, and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof;
- (b) suspend the voting rights and right to use of recreational facilities, if any, by members during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infractions of published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Restrictions;
- (d) declare the office of a member of the board of directors to be vacant in the event each such member shall be absent from three (3) consecutive regular meetings of the board of directors; and
- (e) employ manager(s), accountant(s), bookkeeper(s), attorney(s), independent contractor(s), or such other employees as they deem necessary, and to prescribe their duties.

Section 2 - Duties. It shall be the duty of the board of directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Restrictions, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - (3) foreclose the lien against any property for which assessments are not paid with thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same; if in the judgment of the Association it is necessary;

- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board before the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) to procure and maintain adequate liability and hazard insurance on the property owned by the Association;
- (f) to cause all officers or employees having fiscal responsibilities to be bonded, as the board may deem appropriate;
- (g) to cause the Common Area to be maintained.

Article VIII - Officers and their Duties

Section 1 - Enumeration of Offices. The officers of the Association shall be a President and Vice President, who shall at all times be members of the board of directors, a Secretary, a Treasurer, and such other officers that the board, from time to time, by resolution may create.

Section 2 - Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

Section 3 - Term. The officers of this Association shall be elected annually by the board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4 - Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 5 - Resignation and Removal. Any officer may be removed from office, with or without cause, by the board. Any officer may resign at any time giving written notice to the board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of said notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 - Vacancies. A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in case of special offices created pursuant to Section 4 of this Article.

President

- (a) The President shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall cosign all promissory notes of the Association.

Vice-President

- (b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

Secretary

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it upon the minutes of the meetings of the board of directors and members and upon all other papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate records showing the members of the Association together with their addresses; and perform such other duties as required by the board.

Treasurer

- (d) The Treasurer shall receive and deposit of cause to be received and deposited in appropriate bank accounts all moneys of the Association and shall disburse or direct the disbursement of such funds as directed by the board of directors; shall cosign all promissory notes of the Association; keep proper books of account and cause a report of the Association's books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. Copies of these documents shall be available for purchase at a reasonable cost.

Article IX - Committees

The Association shall appoint an Architectural Control Committee, as provided in the Restrictions, and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Article X - Books and Records

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, the By-Laws of the Association, and the Restrictions shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

Article XI - Remedies for Non-Payment of Assessment

As more fully provided in the Restrictions, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, that assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an act in law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Article XII - Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and the By-Laws, the Restrictions shall control.

IN WITNESS WHEREOF, we, being all of the Directors of the WESTWOOD HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 29th day of July, 1991.

(Signed by George Prude, Tom Price, and Frances Boley.)

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, a Notary Public, on this day personally appeared Tom Price, George Prude, and Frank Boley, known to me to be the persons whose names are subscribed to the foregoing document and being by me first duly sworn, severally declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 12th day of June, 1989.

(Aforesigned by George Prude and Frank Boley.)

(Signed and stamped by Juanita D. Orsak, Notary Public in and for the State of T E X A S.)

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