



**CORPORATE CERTIFICATE**

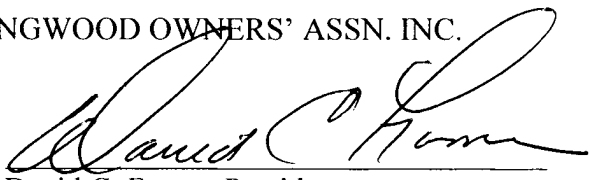
**LONGWOOD OWNERS' ASSOCIATION, INC.**

The undersigned certifies that he/she is the President of Longwood Owners' Association, Inc. (the "Association). The Association is the property owners' association for Longwood Subdivision, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Sixth Amended and Restated Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision**. Revised this thirty-first (31<sup>st</sup>) day of July, 2020 and is attached to this certificate.

Signed this thirty-first (31<sup>st</sup>) day of July, 2020

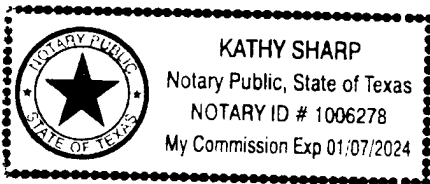
LONGWOOD OWNERS' ASSN. INC.

By:   
David C. Frame, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the thirty-first (31<sup>st</sup>) day of July, 2020, by David C. Frame, President of Longwood Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

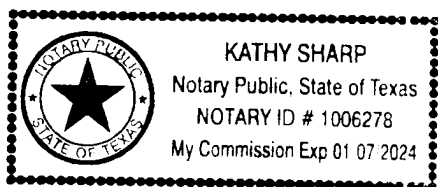


  
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the thirty-first (31<sup>st</sup>) day of July, 2020, by David C. Frame, President of LONGWOOD OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



*Kathy Sharp*  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING RETURN TO:**

✓ LONGWOOD OWNERS' ASSOCIATION  
901 Longmire Road, #57  
Conroe, Texas 77304

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**SIXTH AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
  
LONGWOOD SUBDIVISION**

THE STATE OF TEXAS                   §  
  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF MONTGOMERY       §

WHEREAS, Choate-Melder, Inc., joined by Longwood, Inc., a Texas corporation, as Declarants, executed that one certain Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision, hereinafter called "Declarations" as of the 29th day of December, 1982, which were filed under Clerk's File No. 8309527 and Film Code No. 187-01-0973, et seq., in the Real Property Records of Montgomery County, Texas on February 23, 1983, wherein Article 8, AMENDMENT; RIGHTS OF MORTGAGEES, Section 1. Amendment, (Fifth Amended Declaration, Article 9, AMENDMENT, RIGHTS OF MORTGAGEES, Section 9.1 Amendment) states that the same may be amended at any time or times by the affirmative written vote of two-thirds (2/3rds) of the Owners, defined therein as "Dwelling Owner", filed for record in the office of the County court of Montgomery County, Texas; and

WHEREAS, more than 3/4ths of the Dwelling Owners in the Longwood Subdivision signed that one certain Amendment to Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision, (herein called "First Amendment") filed for record on July 18, 1990 under Clerk's File No. 9029508 and Film Code No. 667-01-1056, et seq., in the Real Property Records of Montgomery County, Texas; and

WHEREAS, more than 3/4ths of Dwelling Owners in the Longwood Subdivision signed one certain Amendment to Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision, (herein called "Second Amendment") filed for record on March 8, 1994 under Clerk's File No. 9412968 and Film Code No. 955-01-2375, et seq., in the Real Property Records of Montgomery County, Texas; and

WHEREAS, more than 3/4ths of the Dwelling Owners in the Longwood Subdivision signed that one certain Amendment to Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision (herein called "Third Amendment") filed for record on March 27, 1997 under Clerk's File No. 9730777 and Film Code No. 261-00-0433, et seq., in the Real Property Records of Montgomery County, Texas; and

WHEREAS, in accordance with Texas Property Code. Section 209.0041, two-thirds (2/3rds) of the total votes allocated to property owners in the Longwood Owners' Association, Inc. elected to amend the Third Amendment with the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision (the "Fourth Amendment") for the purpose of consolidating and perfecting the Declaration, Covenants, Conditions and

Restrictions for Longwood Subdivision together with all amendments recited herein into a restated and clarified format.

WHEREAS, in accordance with Texas Property Code, Section 209.0041, two-thirds (2/3rds) of the total votes allocated to property owners in the Longwood Owners' Association, Inc. elected to amend the Fourth Amendment with the Fifth Amendment (the "Fifth Amendment") filed for record on July 25, 2018 under Clerk's File No. 2018072356 for the purpose of consolidating divergence that occurred between Rules and Regulations and Fourth Amendment.

WHEREAS, in accordance with Texas Property Code. Section 209.0041, two-thirds (2/3rds) of the total votes allocated to property owners in the Longwood Owners' Association, Inc. elected to amend the Fifth Amendment with this Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision (the "Sixth Amendment") for the purpose of clarifying and perfecting the Declaration, Covenants, Rules and Regulations, and Restrictions for Longwood Subdivision together with all amendments recited herein into a restated and clarified format.

NOW THEREFORE, the following amended, restated and consolidated documents (herein collectively called the "Restrictions") is hereby enacted to replace in their entirety the Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision and all amendments thereto recited herein. Except to the extent that any provision of the original Restrictions, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment is herein changed, and specifically in accordance with Texas Property Code, Section 209.0041, two-thirds (2/3rds) of the total votes allocated to property owners in the Longwood Owners' Association, Inc. elected hereby to adopt and ratify all prior amendments and agree to continue and carry forward the original Restrictions as restated in this document. Every contract, deed, or other instrument executed under the recited Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision and all amendments thereto or under these Restrictions and covering the Land or any portion thereof shall hereafter conclusively be held to have been executed, delivered and accepted subject to these Restrictions, regardless of whether or not these Restrictions are set out in full or incorporated by reference in said contract, deed or other instrument.

## **ARTICLE 1** **DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the meanings indicated.

1. **Association.** LONGWOOD OWNERS' ASSOCIATION, INC., its successors and assigns, a Texas non-profit corporation, the Members of which shall be the Owners, as defined herein.
2. **Board.** The Board of Directors of the Association.
3. **Building Site.** An unimproved tract, located on the Land, which may be part of a Lot or Lots, a single whole Lot, or more than one Lot and which is intended for constructions of a Dwelling.

4. **Building Site Owner.** Any person, firm, corporation or other entity holding record title to a Building Site. Joint owners of a Building Site are, collectively, considered one Building Site Owner for purposes of defining Membership and Voting rights in the Association.
5. **Bylaws.** The Bylaws of the Association.
6. **Building Code.** As to any date after the Sixth Amendment is adopted, this term means the current building and construction code adopted or enacted by the City of Conroe, Texas. If at any time there is no such Building Code adopted or enacted by the City of Conroe, then this term means the current Southern State Building Code, or its successor as then amended and in effect.
7. **Common Area.** All property, located on the Land, which has been designated as Common Area on the developer's original Plat. The Common Area does not include any property conveyed to Dwelling Owners or platted as Lots for the purpose of Dwelling construction. Lots purchased by the Association for use by all Owners may be designated Common Area.
8. **Dwelling.** A completed residence unit, located on the Land.
9. **Dwelling owner.** Any person, firm, corporation or other entity holding record title to a Dwelling. Joint Owners of a Dwelling are collectively, considered one Dwelling Owner for purposes of defining Membership and Voting rights in the Association.
10. **Land.** All of that certain tract or parcel of land containing approximately 13.906 acres out of the W.S. Allen, Abstract No. 2, Montgomery County, Texas, and being described by metes and bounds as shown in Exhibit "A" which is attached hereto and incorporated herein. This is the same property which is described on the Plat and is also called herein "the Longwood Subdivision" or the "Subdivision." The Lot numbering within Longwood Subdivision is shown in Exhibit "B" plat of the area.
11. **Lot.** A tract, located on the Land, which is designated on the Plat and numbered for identification and which is intended for construction of one or more Dwellings.
12. **Maintenance Expense Charge.** The assessment levied pursuant to Article 5, hereof, for managing, maintaining, operating, repairing and insuring the common property, other Subdivision property and facilities and other purposes set out in this Declaration (including reserves for replacement and other contingencies).
13. **Maintenance Fund.** Any accumulation of the Maintenance Expense Charges collected pursuant to Article 4, hereof.
14. **Member.** A Member of the Association, as more particularly described in Article 2, hereof.
15. **Mortgage.** A mortgage, Deed of Trust or other instrument executed by an Owner, duly recorded in the Official Public Records of Real Property of Montgomery County, Texas, and

creating a lien or security interest encumbering a Dwelling or Building Site or both in order to secure the repayment of a loan.

16. **Mortgagee**. The person or entity that holds a Mortgage as security for repayment of a loan.
17. **Owner**. Both a Dwelling Owner and a Building Site Owner, as defined herein, are included in the definition of Owner where the term is used without a qualifying adjective.
18. **Plat**. The plat of LONGWOOD SUBDIVISION, such plat being filed under Montgomery County Clerk's file No. 8145968 in Plat Cabinet "C", Sheet 186B of the Map Records of Montgomery County, Texas and described on Exhibit "A", attached.
19. **Replacement Reserve Fund**. The reserve fund established pursuant to Article 4, hereof, for maintenance, repairs, and replacements to the Common Area and other purposes set out in this declaration.
20. **Rules and Regulations**. The rules adopted and amended and in effect from time to time concerning the management and administration of the Subdivision for the use and enjoyment of the Owners; they are intended to maintain the quality of life and surroundings for all.
21. **Subdivision**. LONGWOOD SUBDIVISION, as described on the Plat or as extended by recorded land additions approved by two-thirds (2/3rds) of the sum of votes to which the Dwelling Owners and Building Site Owners are entitled, as more specifically described in Article 2, hereof.

## **ARTICLE 2**

### **MANAGEMENT AND OPERATION OF SUBDIVISION**

#### **Section 2.1 Association Membership, Voting Rights and Directors.**

- a. **Membership**. Every Owner, as defined in Article 1, shall be a Member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Dwelling or a Building Site. Joint owners of a Dwelling or a Building Site shall, collectively, represent one Membership.
- b. **Voting**. Each Dwelling Owner shall have one vote, even if that Member owns multiple Dwellings. Joint Owners of a Dwelling shall, collectively, have a single vote. Each Building Site Owner shall have one-third (1/3) vote, even if that Member owns multiple Building Sites. Joint Owners of a Building Site shall, collectively, have 1/3 vote. An Owner of both a Dwelling and one or more undeveloped Building Sites shall have one vote. Separate ownership of multiple properties by spouses, whether Dwellings or Building Site is considered joint ownership for purposes of voting and they shall have only a single or 1/3 vote as determined by the property owned.
- c. **Board of Directors**. The affairs of this Association shall be managed by a Board of Directors, the number of Board members to be set out in the Bylaws, who must be Dwelling Owners and



Members of the Association and who are elected by the Members, as set forth in the Bylaws of the Association.

**Section 2.2 Meeting of the Board of Directors.** The Association and Board of Directors shall meet as set forth in the Bylaws.

**Section 2.3 Disputes.** In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or the Association, including, but not limited to, the appointment of committees, the Architectural Control Committee, mediators, appraisers or arbitrators to assist in the resolution of any such disputes.

**Section 2.4 Professional Management.** The Board may employ such professional management and contract services as the Board deems appropriate, to perform the day to day functions of the Association and to provide for maintenance, repair, landscaping, insurance, legal assistance, accounting, constructions, administration and operations of the Subdivision as provided for herein and as provided by the Bylaws. All contracts for services of any kind must be approved by a majority of the Board and must be cancelable on thirty (30) days' notice unless otherwise approved by the Bylaws or a majority of the sum of the entitled votes of the Members in a called or regular meeting of the Association.

**Section 2.5 Limitation of Liability of Directors and Officers.** No Director or Officer shall be liable to the Association, or to any Member, or to any property Owner, resident or visitor, or to any guest or to anyone else whomsoever for monetary damages for an act or omission in the Director's or officer's capacity as director or officer, except to the extent the Director or officer is found liable for:

- a. An act or omission not in good faith that constitutes a breach of duty of the Director or officer or an act or omission that involves intentional misconduct or a knowing violation of the law; or
- b. An act or omission for which the Director or officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's or officer's office; or
- c. An act or omission for which the liability of a Director or officer is expressly provided by an applicable statute.

If the Texas Miscellaneous Corporation Laws Act or the Texas Non-Profit Corporation Act is amended after the date of the adoption of this Article 2, Section 2.5 to authorize action further reducing, eliminating or limited the personal liability of directors or officers, then the liability of directors and officers of the Association shall be eliminated or limited to the fullest extent permitted by such statutes, as so amended. Any repeal or modification of the foregoing paragraph shall not adversely affect any right of protection of a Director or officer or the Association existing at the time of such repeal or modification.

**Section 2.6 Indemnification.** The Board of Directors of the Association may, in its discretion, agree to indemnify a person(s) who was/were, is, or is threatened to be named defendant or respondent in litigation or other proceedings because the person is or was a Director or officer of the Association, is or was on an appointed committee as defined in the Declaration, or other person related to the Association, as provided by Article 1396-2.22A of the Texas Revised Civil Statutes or the Bylaws of the Association. Such indemnification may include, without limitation, advancing the director's or officer's reasonable expenses.

**ARTICLE 3**  
**GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY**

**Section 3.1 Use Restrictions.**

- a. **Household Units.** All Dwellings in the Subdivision shall be used solely for the residential purposes of a single-family household unit. No commercial activity, or commercial use, or for-profit enterprise of any type or kind, including short term (60 days or less) web-based leases/rentals, shall be allowed in any Dwelling, or portion thereof. No Owner shall use or permit such Owner's Dwelling, Building Site or any portion of the Common Areas to be used for any purpose which would:
  - 1. Void or increase the cost of any insurance in force with respect to the Subdivision, or
  - 2. Make it impossible to obtain any insurance required by this Declaration, or
  - 3. Constitute a public or private nuisance, which determination may be made by the Board in its sole discretion, or
  - 4. Constitute a violation of any applicable law, ordinance, rule or regulation, including but not limited to this Declaration and the Rules and Regulations issued hereunder, or
  - 5. Unreasonably interfere with the use and occupancy of the Subdivision by another Owner(s) as determined by the Board at its sole discretion.
  
- b. **Vehicles and Parking.**

Intent, Meanings, and Definitions-

The purpose and intent of the parking rules is to provide safe ingress/egress to all parts of the community, to maintain a neat, clean appearance, and preserve the value of all Longwood properties.

- Garage Capacity - It is the intent of this section that designed garage capacity is used first when parking vehicles:
- One - Means one and only one, two means two, no less, or no more, ad infinitum

- Garage – Attached to the dwelling with automatic doors and may house up to 4 vehicles.
- Enclosed - Vehicle/s are parked in the garage with the door/s closed
- Driveway - Any and all paved surfaces on a lot designed for use by registered street legal vehicles.
- Binding Legal Agreement – An agreement between parties with shared driveways which does not violate local, state, and US laws.
- Overnight – From 11:00pm to 7:00am the following day
- Family member - A family is a group of two or more persons related by birth, marriage, or adoption who live together; all such related persons are considered as members of one family.
- Exigency - An urgent need or demand.
- Licensed Drivers – Holder of St of Texas or another Official Driver’s License

Restrictions for Motor Vehicles - If a household owns one (1) or two (2) vehicles, all vehicles must be garaged (enclosed). In the event a household owns three (3) or more vehicles, and all garage design capacity is utilized first by passenger vehicles, only one (1) additional passenger vehicle (e.g., passenger van, SUV, pickup truck) that: (a) has current license plates and inspection stickers; (b) is in good condition; (c) and is in daily use as a motor vehicle on the streets and highways of the State of Texas; is permitted to be parked on a private driveway.

Households with four (4) or more vehicles and four (4) licensed drivers, and all garage design capacity is utilized first by passenger vehicles, are permitted to park two (2) vehicles (two in total) on a private driveway. Said vehicles to comply with standards, parts (a), (b), and (c) specified in the previous paragraph,

The maximum number of vehicles that can be routinely parked on a private drive is two (2).

The Board of Directors shall have the sole discretion to make the determination whether a vehicle is in good condition as referenced above.

Large and Special Purpose Vehicles - Vehicles that will not fit in the garage and: a) have not been adapted or modified for commercial use, and b) do not exceed eight feet (8) in height, and c) do not exceed eight feet (8) in width, and d) do not exceed twenty four (24) feet in length, and e) do not have advertisements (e.g., signage) located thereon, are permitted to be parked on a private driveway. For households with three vehicles or more, said vehicle shall be counted as the one (1) vehicle permitted to park on a private drive. For households with four licensed drivers and four (4) vehicles, 2 large vehicles may be parked on a private drive.

No campers, camper shells, motorcycles, trailers, bicycles, RVs, boats, wave runners, kayaks, house trailers, buses, cargo vehicles, or other large or special purpose vehicles shall be kept in the Subdivision unless they are garaged and out of sight. Except for deliveries, repairmen, gardeners, and the moving of household goods to and from the Subdivision, no home owner nor lot owner shall park any commercial vehicles, tractor, trailer, cargo vehicle, bus or the like in any of the drives or streets of the Subdivision. Owners will not permit any lessees, tenants, guests or agents to park these prohibited vehicles in the Subdivision.

Shared Driveways - Dwellings with shared driveways (units 2 & 3, 4 & 5, 6 & 7) shall garage (enclosed) all motor vehicles, to permit neighbors' ingress and egress, regardless of the number of vehicles owned.

Owners of a shared drive, Units 2&3, 4&5, and 6&7, by binding legal agreement between owners, and with written approval by the Board of Directors, may be permitted to park only one (1) vehicle on a shared driveway, not one for each owner. Said agreement between the owners of the shared drive and approved by the Board of Directors must clearly state the terms and conditions of the agreement. For example, an agreement must include a start date, end date, location, agreed on conditions, cases when null and void occurs, and methods of termination.

Street Parking – Owner and guest vehicles shall not be parked routinely on the street, not at the end of a cul-de-sac, and not interfere with normal traffic flow, trash pickup, utility services, and driveway access. Parking on the street is not permitted between the hours of 11:00 p.m. and 7:00 a.m.

Short Term Parking – For traffic and safety considerations, short term guest must utilize the owner's driveway when conditions and access permits. When driveway overflow occurs, guests and large gatherings are encouraged to utilize same side street parking. Medical personnel are permitted short-term street parking not to exceed 12 hours. All guest must be available to move said vehicle in the event of an emergency.

Overnight Guests Overnight guests, utilizing only one (1) vehicle, not registered to the Owner, are permitted to park on the Owner's private driveway. Overnight guest parking in excess of three (3) successive nights (72 hours), or multiple overnight periods (visits of 72 hrs or less) in excess of two (2) per calendar month are not permitted.

On any of the ten (10) celebrated United States Federal Holidays, additional guest vehicles may be parked on the Owners driveway for a time period that includes the Holiday date, not to exceed seventy-two (72) hours. For dwellings with limited driveway parking and shared drives, one (1) guest vehicle may be parked on the street for a time period that includes the Holiday date, not to exceed seventy-two (72) hours. Guest vehicles parked on the street shall not interfere with trash pickup or vehicle traffic.

Overnight guests at Units 2&3, 4&5, and 6&7, utilizing only one (1) vehicle, not registered to the Owner, are permitted to park on the shared driveway in a manner that does not block the access to adjacent Owner's garage or shared driveway. Only one (1) vehicle is permitted to be parked on the shared drive at any time. Overnight visitor parking in excess of 2 nights (48 hours) or multiple overnight periods (visits of 48 hrs or less) in excess of 2 per calendar month, are not permitted

Long Term Guest - Long term guests, not to exceed ten (10) consecutive days, utilizing only one (1) vehicle, not registered to the Owner are permitted to park on the Owner's private driveway. The Board of Directors shall be notified in advance of long-term visitors regarding

the length of stay via e-mail, phone or text. Long term visitors parking in excess of two (2) 10-day periods per calendar month are not permitted.

Exigencies - Parking for an Owner's family members, utilizing only one (1) vehicle, not registered to the Owner, are permitted to park on the Owner's private driveway for a period not to exceed ninety (90) days. Exigencies include medical care, declared emergencies, natural disasters (e.g., hurricanes, tornadoes, flooding), pandemics or other urgent family situations. Request for exigency parking must be submitted in writing and approved in advance by the Board of Directors. Approvals will be noted in the Board of Directors minutes of meetings. (This provision allows for one (1) additional vehicle, to be parked on a private drive for a specified period.)

Exigency parking for family members of Units 2 & 3, 4 & 5, 6 & 7 can be accommodated with a binding legal agreement between owners and must comply with the one vehicle limitation for a shared driveway and shall not exceed ninety (90) days.

Repairs, Renovation and New Owners – Owners are permitted to park vehicles on driveways during projects or moves when materials or property need to be kept in an Owner's garage for weather, safety and security considerations. Owners with shared driveways may park on the street during such periods, will avoid blocking access to shared driveways, and must accommodate trash pick-up and utility services. New Owners are permitted to park on driveways for thirty (30) consecutive days in order to complete the transfer of household furnishings.

Obstructions, Repairs and Appearance - No sidewalk, driveway, parking area, walkway, or street or any other Common Area shall be obstructed in any manner, nor shall any owner or resident store, place or cause to be stored or placed any object in such area. Repairing of vehicles in public view is not permitted. No vehicle may be parked on the grassy area of a lot. Garage doors shall remain closed at all times except when entering and exiting the garage and for a reasonable length of time during daytime hours while performing regular home maintenance activities, or loading and unloading of vehicles.

Driving Privileges - Driving within the subdivision on its privately owned streets is a privilege. No fast or reckless driving shall be allowed in the subdivision, nor will any driving anywhere but on the streets and driveways be permitted. The Board, at its sole discretion, shall determine when this rule is violated and the Board's decision to revoke driving privileges, if made, shall be final. Driving privileges may be reinstated at the Board's discretion. Enforcement of driving privilege violations may result in court action at the discretion of the Board. Vehicles driven by individuals whose driving privileges have been revoked shall be subject to removal from the subdivision to storage by the Board at the owner's risk and expense, subject to applicable law. Properly licensed golf carts and bicycles are allowed but must be operated safely and prudently.

Security Stickers - The Board may, at its discretion, require each resident of the subdivision to place an identifying sticker on his or her vehicles for security purposes. Any such sticker will be provided by the Board.

Enforcement Remedies - Vehicles, not properly parked or any prohibited vehicle and trailer brought into the Subdivision, without Board approval, shall be subject to any and all available enforcement remedies.

- c. **Signage**. With the exception of political signs, which may be displayed no more than fourteen (14) days prior and two (2) days after an election, no “For Sale” sign or other signs of any kind or type are permitted within the Subdivision which is visible from any part of the Common Area. Such signs, if erected or displayed in any manner, may be removed by the Board and disposed of at their sole discretion. Exceptions to the prohibition of signs may be granted by the Board for contractors requiring building site identification during construction for delivery of materials and services.
- d. **Unacceptable Objects in View from Common Area** - If objects or decorations placed within view of the Common Areas detract from the overall appearance of the subdivision, the Board is authorized to direct removal of any items which the Board, in its sole discretion, determines to be detrimental to the community-wide image of harmonious quality.
- e. **Animal Restrictions** - No animals are permitted in the subdivision except normal household pets; livestock is prohibited. All pets must be restrained by a leash when outside a dwelling in accordance with applicable laws. Residents shall clean up after their pets throughout the subdivision. The Board has the authority to direct, at its sole discretion, the removal of any pet deemed to be a nuisance to other residents.

### **Section 3.2 Enforcements.**

The Association, on the behalf of all Owners in the Subdivision, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Any failure by the Association to enforce any covenant herein or one or more provisions of these Restrictions herein contained shall in no event be deemed a waiver by the Association or any Owner of the right to do so thereafter. In any proceedings brought to enforce these Restrictions, the Association shall be entitled to recover, in addition to any relief allowed by any statute or other law, the damages, injunctive and other equitable or legal relief, including mandatory and prohibitory injunctions, costs, and reasonable attorney’s fees assessed by a Court. In the event the Association should not prevail in a proceeding brought against one or more Owners to enforce any of these provisions, the Association shall not be liable for the fees of any attorney retained by one or more of such Owners unless the Association is expressly found to have acted in bad faith.

### **Section 3.3 Architectural Control.**

- a. **General**. At no time shall any person, whether an Owner, as defined above, or otherwise, erect, place or alter any structure in the Subdivision until such person has first obtained written approval from the Architectural Control Committee of the final building plans, specifications, and plot plan showing the location of such structure as to conformity and harmony of external

design with existing structures in the Subdivision, and as to location of the building with respect to topography and finished grade elevation. For the purposes of this Section 3.3, the word “alter” shall mean any change, or modification of the exterior of a Dwelling or other structure which is visible from any portion of the Common Areas. Without limiting the meaning of the word, “alter”, such word shall include:

- 1) the installation of any antenna or other device designed, or used in connection with any communication equipment, and
  - 2) any change in the exterior design, or the color, texture or materials composing the exterior veneer, trim or siding of a Dwelling or of the exterior windows, doors or trim around such windows and doors.
- b. **Architectural Control Committee**. The Architectural Control Committee shall be comprised of at least three (3) persons who shall be appointed by the Board of Directors.
- c. **Timing and Approval of Plans**. Any person, whether an Owner, as defined above, or otherwise, desiring to erect, place or alter any improvement or structure in the Subdivision shall make written application for approval to the Architectural Control Committee prior to the commencement of any such construction, or alteration or delivery of materials for such construction or alteration. The person making application shall bear all costs for preparation and submission of such application, including, but not limited to, the requirements set out in Article 4, Construction Standards and Procedures. The Architectural Control Committee shall act on all applications within twenty-one (21) days after the Architectural Control Committee has received the plans and complete information as described in Article 4 or the application shall be deemed fully approved. If any application is disapproved, the Architectural Control Committee shall state the reasons for the denial in writing in sufficient detail for the applicant to make necessary revisions for resubmission. In each case of resubmission, the Architectural Control Committee will act to approve or disapprove within twenty-one (21) days. The Architectural Control Committee shall decide on all applications by a majority vote.
- d. **Interiors**. Subject to the other provisions of this Section 3.3, each Owner shall have the right without approval to repair, decorate, redecorate or improve the interior of Owner’s Dwelling, provided that such action does not impair the structural integrity, weaken or otherwise adversely affect any other Dwelling or affect any part of the Common Area.
- e. **Subdivision Appearance**. It is important to maintain the overall appearance of the Subdivision, including routine mowing, edging and weeding of flower beds. In order to assure all Owners of a continuing level of excellence through the Subdivision it is necessary that, except for normal maintenance, no Owner shall landscape, repair, decorate, redecorate, paint, stain, or improve the exterior of Building Sites without prior approval of the Architectural Control Committee.

#### **Section 3.4. Easements and Title to the Common Areas.**

- a. **Common Area Title**. The title to the Common Areas is held by the Association, being conveyed to the Association by the Developer. The Common Areas shall remain undivided.

- b. **Common Area Usage.** A non-exclusive easement is hereby granted to each owner in and to the Common Areas for each Owner's use and enjoyment of the Common Areas, such easement being subject to the Subdivision's Rules and Regulations.
- c. **Utility Easements.** A non-exclusive easement across the Common Areas is granted by the Association for the purposes of providing and maintaining utility services to the Dwellings and Common Areas.

#### **ARTICLE 4**

#### **CONSTRUCTION STANDARDS AND PROCEDURES**

**Section 4.1 General.** The construction of Dwellings and other structures within the Subdivision shall conform to and be uniform in the following respects with regards to construction standards and requirements. The Longwood Owners' Association maintains a community-wide image of freshness and quality with harmony of design and construction. Preservation of as many trees as possible is desired. Energy saving concepts in design and construction are viewed as important. Dwellings constructed and completed under prior Standards shall not be affected by any of these provisions which differ from, or are more restrictive than the standards in effect at the time such Dwelling was built. However, all new construction or remodeling must conform to standards and restrictions, as updated and amended, at the time of construction and remodeling.

#### **Section 4.2 Size of Dwelling and Building Sites; Easements.**

- a. **Dwelling Size.** Each Dwelling shall contain a minimum of nineteen-hundred square feet (1,900 ft<sup>2</sup>) of living area, exclusive of garages, porches, patios and decks and shall be constructed with attached garages of sufficient size to house at least two automobiles.
- b. **Building Site.** A Building Site for a Dwelling must contain at least six-thousand square feet (6,000 ft<sup>2</sup>) of land area and no Lot, tract or parcel of land shall be divided or separated or conveyed as a Building Site which does not contain at least six-thousand square feet (6,000 ft<sup>2</sup>) of land area. No Dwelling constructed on a Building Site may cover more than sixty percent (60%) of the land area with house, porches and decks, excepting wood or composite decks are not included in the coverage area.
- c. **Easements.** All construction in Longwood Subdivision must conform to existing easements as recorded in the Real Property Records of Montgomery County, Texas. As recent amendments to the City of Conroe building restrictions establish minimum front, side, and rear setbacks, the more restrictive set back, as shown on the Plat or the restrictions, or the Building Code shall prevail.



### **Section 4.3 Topography and Drainage**

- a. **Drainage.** No water from any home may run across or through any other property without an easement being granted prior to commencement of construction. Contractor shall take necessary measures to control all erosion during and after construction.
- b. **Guttering and Storm Drainage.** All appropriate roof edges (as determined by the Architectural Control Committee, in its discretion) on all sides of the Dwelling must be guttered. Down spouts should be sized and located such that the water in a normal heavy rain can be handled without overflowing the gutter. All water from the roofs must be moved to the curb except the front water which may surface drain if it does not run across adjacent property.
- c. **Drainage Plan.** A drainage plan must be submitted to the Architectural Control Committee when seeking approval for a Dwelling with such plan showing the relationship between the Dwelling and adjacent property and street(s), with drainage flow indicated. At completion of the Dwelling, drainage flow must be as indicated on the approved plan. Owner will be required to correct any non-conforming drainage flow.

Should there be a conflict regarding Article 4, Section 4.3 a, b, or c above, an engineering drainage plan may be required by the Architectural Control Committee for final approval.

### **Section 4.4 Construction Standards.**

#### **a. Materials and Construction Specifications**

- 1) **Brick.** Exterior shall be at least seventy-five percent (75%) brick. The brick shall be “Alamo Queen” brick or an Architectural Control Committee approved brick that is equal in color and quality.
- 2) **Driveways, Walkways and Patios.** Driveways, and walkways or patios visible from the Common Areas must be patterned concrete in a design and color matching existing Dwellings. The stain is Sherwin Williams, H & C Concrete Stain – (Contact the Longwood ACC for a Custom Manual Match (formula on file at Sherwin Williams).
- 3) **Exterior Lighting.** Yard lights and coach lights shall be traditional and of a style similar to those used in the Common Areas. Approval of the Architectural Control Committee is required before installation.
- 4) **Exterior Trim.** Exterior trim may be rough-sawn cedar, smooth fir, or Hardi-Plank. Materials such as stucco, vinyl or aluminum siding are prohibited. Exterior trim shall be painted with Sherwin Williams, #SW 7542 Naturel, or approved equivalent in a matching color.
- 5) **Fences.** Perimeter fencing may be of brick matching the Dwelling or wrought iron, except on any portion of the fence that faces the street. Portions of the fence that face the street shall be of brick matching the Dwelling with the gate(s) to be wrought iron. Chain link or

wooden fences are prohibited within the Subdivision. Fences shall be at least six feet (6 ft) in height for free-standing homes and seven feet (7 ft) in height for town homes or patio homes. Any fence construction or retaining wall with an easement would have to be approved by the City of Conroe and the utility companies involved; removal of this fence or repair of any damage caused or required by utility operations would be at the expense of the Dwelling Owner.

- 6) **Fire Walls.** Fire walls must be constructed in accordance with the Building Code. In addition, the design of the wall shall be compatible with the existing fire walls in the Subdivision.
- 7) **Foundations.** In accordance with the Building Code, the top of the finished foundation must be at least twelve inches (12 in) above the highest ground adjacent to the slab, or in compliance with City Code. In no case should water be allowed to drain to or stand against the foundation. A positive downhill slope of at least five percent (5%) should be established by the builder and maintained by the Owner.
- 8) **Garages.** Garages shall be attached to the Dwelling. Garage doors must be embossed panel doors, containing no windows and be similar to garage doors on existing Dwellings. Garage doors may be of wood or metal and shall be painted to match the trim of the Dwelling. Working automatic garage door openers are required.
- 9) **Gutters.** All appropriate edges of the roofs (as determined by the Architectural Control Committee, in its discretion) on all sides of the house must be guttered with gutters and downspouts painted to match trim.
- 10) **House numbers.** House numbers compatible in size and color to existing house numbers shall be placed in plain view of the street, as close as possible to the street.
- 11) **Insulation.** Houses shall be constructed using energy saving concepts in all exterior walls and the ceiling with ceiling insulation values of R-30 or higher.
- 12) **Landscaping.** Landscaping shall be harmonious with that of existing Dwellings, shall be installed during the construction phase and will require approval of the Architectural Control Committee before installation.
- 13) **Lawn Sprinkler System.** An automatic law sprinkler system is required for irrigating all landscaped areas on all sides of the Dwelling. Zoning is strongly recommended and a separate water tap and meter should be considered to avoid paying sewer charges for irrigation water.
- 14) **Roof.** Roofing to be GAF “Timberline-HD Weathered Wood” composition or approved equal in a color matching existing Dwellings as nearly as possible. Lines of shingles should be straight and parallel with the horizontal fascia of the Dwelling. The pitch and design of the roof shall conform to existing Dwellings. Chimneys must be constructed of brick; the

chimney top must be at least two feet (2 ft) above any roof line within ten feet (10 ft); the chimney must have a spark arrestor installed.

- 15) **Soil Borings and Foundation Design** At least two (2) soil borings fifteen feet (15 ft) or more in depth shall be made on the site to determine the characteristics of the soil. A written report by the soil engineer together with his recommendations regarding foundation as applicable by the building code of the City of Conroe, Texas, should be utilized to design the foundation and slab. A copy of the slab design, signed and sealed by the designing engineer, as applicable by the building code of the City of Conroe, Texas, should be provided to the City of Conroe Permit Office when applying for a construction permit.
  - 16) **Utility Services**. Electricity, telecommunications, gas and other transmission or service lines shall be underground throughout the Subdivision.
  - 17) **Windows**. Metal or vinyl windows must be approved by the Architectural Control Committee before purchase. The windows must be tan in finish, be of insulated glass with two or more panes. Divided light appearance is required wherever windows are visible from the Common Areas.
  - 18) **Solar screens**. Solar screens must be approved by the Architectural Control Committee before purchase or installation. Screens visible from the Common Areas shall be brown in color with a frame colored to match the original windows frames (e.g. tan). The screens must have divided lights and be of style consistent with existing solar screens.
  - 19) **Retaining Walls**. Retaining wall design must be approved by the Architectural Control Committee.
  - 20) **Variances**. Should circumstances warrant, the Longwood Owners' Association shall have the authority and discretion to grant reasonable variances as to any provision in Article 4, Section 4.3 and Section 4.4, but is not obligated to do so. Upon the recommendation of the Architectural Control Committee, the Board may consider any requested variance(s) and elect to grant or deny the variance at their sole discretion without explanation. Requests for variances must be submitted in writing together with any proposed justification.
  - 21) **Any Other Item**. Any other item or element of construction not specifically addressed in this Declaration shall conform to the Dwellings existing in the Subdivision as to design and appearance and be equal to or better in quality of construction.
- b. **Construction Quality and Job Site Conditions**.
- 1) **City of Conroe Permits**. To the extent required by the Ordinances of the City of Conroe, Texas a Construction Permit is required prior to commencing construction. To the extent required by the Ordinances of the City of Conroe, Texas, a Certificate of Occupancy is required prior to the Owner moving into the Dwelling. The contractor is responsible for complying with all rules and regulations set forth by the City of Conroe.

- 2) **Insurance and Indemnity.** The General Contractor shall pay to the Longwood Owners' Association, upon demand, the reasonable cost to repair (or replace) any damage to streets, Common Areas, property of others or other damage to the Subdivision occurring during and caused by construction or resulting from construction activity. The General Contractor shall provide to the Longwood Owners' Association a certificate of liability insurance coverage in a uniform amount determined by the Board of Directors of the Association in accordance with the Bylaws, but in no event less than \$100,000 to cover liability for any damage caused during construction, including damages caused by the general contractor, his subcontractors, suppliers, material men or other persons having access to the job site through the contractor. Such liability coverage shall not be cancelable without fifteen (15) days' prior notice to the Longwood Owners' Association.
- 3) **Construction Code.** Construction in the Longwood Subdivision must conform to the Building Code as currently amended and adopted by the City of Conroe, Texas, at the time of construction.
- 4) **Conflicts in Standards.** Should there be a conflict between the City of Conroe Code and the Standards and Requirements of this Declaration, the more stringent standard will prevail.
- 5) **Workmanship Quality.** Acceptable quality of workmanship is defined as work satisfying the City of Conroe Code as well as being square, plumb, level and executed at a journeyman level of excellence in all aspects of the construction.
- 6) **Materials Quality.** The quality of the materials used in new construction and remodeling shall be equal to or better in appearance, quality, soundness, and durability than materials used in existing Dwellings in the Subdivision. Types of materials are addressed elsewhere in Article 4.
- 7) **Job Cleanliness.** For each Dwelling being constructed, the contractor must deposit with the Longwood Owners' Association the uniform amount set by the Board, in accordance with the Bylaws, to insure prompt job site cleanup within ten (10) days of job completion. The work site must be free of unsightly trash and waste. A dumpster must be replaced or emptied when full. Trash scattered beyond the job site by whatever cause shall be picked up by the contractor within one (1) business day. If scattered trash is not picked up promptly, the Association may in the discretion of the Board of Directors have it removed and charge any resulting cost to the contractor to be deducted from the contractor's cleanup deposit. If the cleanup deposit is inadequate to pay for the cost of cleanup by the Association, the contractor and Owner shall be held responsible for any deficiency.
- 8) **Construction Toilet.** A construction toilet is required on site from the start of the Dwelling construction job with each such toilet to be serviced at least one time per week. No odors may emanate from the toilet.

- 9) **Notice to Residents.** Contractor must notify all affected residents at least twelve (12) hours prior to any utility service interruptions.
  - 10) **Street Access.** At no time shall construction traffic or materials block any street or block access to a resident's home. Materials may not be stored in the street.
  - 11) **Timeliness of Completion.** All construction shall be pursued diligently from its inception to conclusion without cessation and such construction shall be completed within nine (9) months from commencement excluding time lost due to Acts of God beyond the contractor's control.
- c. **Contractor's and Owner's Agents.** Contract and Owner shall each designate and furnish to the Architectural Control Committee the name and telephone number of an agent available for twenty-four (24) hours per day contact during construction.
- d. **Construction Site Access.**
- 1) **Access Time**

Monday through Friday	7:00 a.m. to sunset
Saturday	9:00 a.m. to sunset
Sunday	12:00 noon to 6:00 p.m.
  - 2) **Security Gate Access.** The security system has a digital key pad which controls the entrance gate. Each building contractor will be given a code number to use during construction and will be responsible for security control of his agents, suppliers, employees, or any person associated with the construction. When construction is complete, or before if circumstances dictate, that number will be canceled. A new number will be assigned if it is necessary to cancel the access number before completion of construction.

**Section 4.5 Architectural Control Process.** The following items, with all cost for preparation to be borne by the person or entity seeking approval, shall be submitted to the Architectural Control Committee when seeking the required approval:

- a. **Preliminary Stage.** If a preliminary opinion is desired as to the compatibility of a proposed house design with the Subdivision before going to the expense of preparing complete plans, the following should be submitted:
  - 1) two sets of preliminary plans with a plot plan to scale. Show intended type of fencing.
  - 2) elevations of all four sides showing intended materials.
- b. **Permit Stage.** When ready for final approval to begin construction, the following should be submitted:

- 1) two sets of professionally prepared construction plans in full detail, clearly dimensioned and to scale, showing all finishes, structure, and materials, and showing all elevations.
  - 2) plot plans dimensioned and to scale, showing building lines, easements, structure placement, topography with elevations noted, and drainage pattern indicated. Show sprinkler system and fences. Note size, type and location of fence.
  - 3) provide a copy of easements received for fencing, drainage, and sewer/water connections, if needed.
  - 4) submit soil boring information for proposed construction site as approved by the City of Conroe with engineer's foundation recommendations and sealed foundation design.
  - 5) submit to the Association written proof that soil boring information required by Article 4, Section 4.4 a.-15) has been approved by the City of Conroe.
  - 6) proposed color scheme for the exterior with sample for materials proposed as "like kind and quality" to those called for in the Declaration.
  - 7) landscaping is required to be completed during construction; a landscaping plan must be approved before landscaping commences.
  - 8) name, telephone number and address of OWNER, BUILDER, and ARCHITECT.
- c. **Deposit of Funds and Proof of Liability Insurance.** Builder or Owner must deposit the amount set by the Board, in accordance with the Bylaws, to ensure cleanup and also provide a Certificate of Liability Insurance in the amount of \$100,000 or more, as set by the Board in accordance with the Bylaws.
- d. **Agreement between Builder, Owner and Association.** Builder and Owner will be required to sign an agreement indicating that they understand the restrictions and covenant and warrant that they will comply with all restrictions.
- e. **Approval by Architectural Control Committee.** The Architectural Control Committee will give approval or rejections as provided in Article 3, Section 3.3 c) hereof, as follows:
- 1) approval or rejection in writing within twenty-one (21) days after submission of all required information;
  - 2) rejection notice will give sufficient detail for applicant to understand the Committee's basis for rejection and allow for resubmission in compliance;
  - 3) if Architectural Control Committee fails to respond within twenty-one (21) days, submission is deemed fully approved;
  - 4) in each case of resubmission, the Architectural Control Committee shall make a decision within twenty-one (21) days or the submission is deemed fully approved as resubmitted. Each rejection must be in writing and give detail sufficient for resubmission in compliance;
  - 5) no construction activity may commence until approval is received in writing.

**ARTICLE 5**  
**MAINTENANCE EXPENSE CHARGE, ASSESSMENTS AND LIENS**

**Section 5.1 Payment of Maintenance Expenses and Owner Transfer Fee.**

- a. **General.** There shall be an annual Maintenance Expense Charge against each Dwelling and against each building site upon which a completed Dwelling unit has not been built. The Maintenance Expense Charge shall be set by the Board, after the annual budget is established by the Board. The Maintenance Expense Charge shall be set in an amount not to exceed EIGHT HUNDRED DOLLARS (\$800) per year unless a greater amount is approved by two-thirds (2/3rds) of the sum of the entitled votes of the Members of the Association by a ballot vote taken under the provisions of the Bylaws. The Maintenance Expense Charge shall be due and payable to the Association at its office in Conroe, Montgomery County, Texas on January 1 of each year.
- b. **Establishing Budget.** During the last quarter of each year, the Board shall meet and establish a budget for the next succeeding calendar year. This budget will set forth the Board's reasonable estimate of all expenses which the Association will incur in such operation and maintenance of the Subdivision, including without limitation amounts necessary to satisfactorily maintain the Common Areas. The budget is not limited to but may include any one or more of the following:
- 1) reasonable allowance for contingencies; and
  - 2) working capital reserves; and
  - 3) any operating deficits for prior years; and
  - 4) a reasonable and adequate Replacement Reserve Fund, for maintenance, repairs and replacement to the Common Areas, including, without limitation, maintenance, repair and replacement of those elements thereof that must be replaced on a periodic basis and are payable in regular installments rather than by special assessments; and
  - 5) ad valorem tax expenses of the Common Area.

After the budget is established and adopted, it shall be made available for inspection by the Owners.

- c. **Establishing Maintenance Expense Charge.** After the Board shall have adopted the budget for the next succeeding calendar year, the Maintenance Expense Charge for that year will be determined by the Board. The portion of the total Maintenance Expense Budget allocable to each Dwell and Building Site will be determined and each Owner will be obligated to pay such Maintenance Expense Charge for each Dwelling and Building Site owned, in advance, on January 1 of the budget year. Owners of Building Sites upon which a Dwelling unit has not been completed and occupied as of January 1 of any year will pay, for each such building Site or Lot, a Maintenance Expense Charge equal to one-third (1/3) of the amount paid by an owner of a completed Dwelling. Maintenance Expense Charges will be prorated for Building Sites acquired and for Dwellings conveyed or occupied during the year.

- d. **Payment of Maintenance Expense Charge.** No Owner will be exempt from payment of the Maintenance Expense Charge by waiver of use of any part or all of the Common Areas, or because of any restriction of such uses in accordance with these Declarations, the Bylaws, or the Rules and Regulations. All of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar year for which the Maintenance Expense Charge in question has been assessed. Any such amount not paid and received by the Association by the 1st of February of such calendar year shall be deemed delinquent, and without further notice, shall bear and accrue interest beginning on the day of delinquency and continuing until the charge and all accrued and unpaid interest are paid in full. The rate of interest for delinquent charges shall be determined by the Board at the same time the Board determines its budget and the allocations for the next succeeding year, and unless otherwise determined by the Board, such rate shall be equal to the highest current prime rate charged by banks operating in Conroe, Texas plus four percent (4%) per annum, but such rate shall not exceed eighteen percent (18%) per annum and shall be compounded annually.

**Section 5.2 Special Assessments.** Notwithstanding anything contained herein to the contrary, if the Board at time determines that the Maintenance Expense Charge assessed for any period is insufficient to provide for the continued operation of the Subdivision and maintenance of the Common Areas or for expenditures the Board is authorized to make under this Declaration, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued maintenance, operation, and other expenditures.

Without limiting the generality of the foregoing, such special assessment may be assessed only for benefit of the Association, Members, the Common Area or the Subdivision in general because of casualty or other loss to any part of the Common Areas, to make up for any deficiencies caused by non-payment of Maintenance Expense Charges by Owners or other persons, to pay ad valorem taxes, or to pay expenses associated with litigation involving the Association, the Board members individually or the Board as a whole.

No special assessment shall be effective until the same is approved in writing by Members holding, in the aggregate, at least a majority of the entitled votes in the Association or by a majority of the sum of the votes to which those present at any regular or special meeting of the Members are entitled. Any such special assessment shall be payable on the due date established by the Board at the time the assessment is levied and shall be deemed delinquent if unpaid within thirty (30) days' after the due date and will be enforced in the manner herein specified for the payment and enforcement of the Maintenance Expense Charge. Any Special assessment levied under this provision shall only be used for the purpose assessed and shall not be assignable or transferrable to any person or entity for any reason, including the satisfaction of any debt, judgment, or lien against the Association of any of its assets unless such assignment or transfer was a stated purpose for levying the assessment.

**Section 5.3 Lien; Subrogation.** In order to secure payment of the Maintenance Expense Charge, Special Assessments, accrued interest, if any, and any other sums payable by Owners or other persons hereunder, the vendors lien and superior title to each Dwelling and Building Site shall be and is hereby RESERVED by the Association, which lien may be foreclosed either through



appropriate judicial proceedings by the Association or by public sale without judicial proceedings. Each Owner, by accepting conveyance to a Dwelling, or Building Site, irrevocably grants to the Association a power of sale under the statutes of the State of Texas for enforcement of contractual liens and security interests, so that lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed at public sale without judicial proceedings in the manner permitted by the laws of the State of Texas.

The Association may at any time or times designate one or more Trustees or Substitute Trustees, who shall, on behalf of the Association, exercise such power of; sale to enforce the lien reserved and retained by this Section 5.

The vendor's lien and superior title herein reserved and the sums they secure shall be subordinate in all respects to any Mortgage and to the rights of any Mortgagee acquiring title to a Dwelling or Building Site, whether pursuant to the remedies provided for in its Mortgage or to procedures in lieu thereof.

Such Mortgagee shall not be liable for the unpaid portion of the Maintenance Expense Charge or other assessments or other charges due attributable to the Dwelling or Building Site in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner, or other person, of the Maintenance Expense Charge or portion thereof, the Association may, acting through the Board, upon not less than twenty (20) days' prior written notice thereof to such nonpaying Owner or other person, in addition to all other rights and remedies available at law or otherwise, pursue any or all of the remedies:

- a. **Publication.** The Association, without prior notice or liability to the nonpaying Owner may publish in appropriate newsletters or other publications, including newspapers, or post in appropriate Common Areas, information concerning the non-paying Owner, and the amount and time of delinquency.
- b. **Purchase of Dwelling or Building Site.** The Association may upon ten (10) days' written notice purchase from such nonpaying Owner (and for this purpose each Owner hereby grants to the Association an option to so purchase) such nonpaying Owner's Dwelling or Building Site, at a purchase price equal to the current market price or the price originally paid, whichever is less, less the reasonable expenses incurred by the Association in consummating the purchase, less the amount of the unpaid portion of the Maintenance Expense Charge, Special Assessments, accrued interest and other amounts due giving rise to such option, and less the balance of any debt secured by any Mortgage encumbering the subject property; provided, however, this option of the Association shall be subordinate in all respects to any Mortgage and to any Mortgagee acquiring title to a Dwelling or Building site, whether pursuant to the remedies provided for in its Mortgage or to Procedures in lieu thereof.

**Section 5.4 Maintenance Fund.** The Maintenance Expense Charges, the Owner transfer fee, Resale Certificate Charge, Special Assessments, accrued interest, if any, and any other sums payable by Owners shall be paid into the Maintenance Fund held for the use and benefit, directly

or indirectly, of the Subdivision. Such Maintenance Fund may be expended by the Board for the purposes set forth in this Declaration.

## **ARTICLE 6** **INSURANCE**

**Section 6.1 General Provisions.** The Board shall obtain insurance for the Subdivision as it deems appropriate, and may include any one or more of the following types of coverage:

- a. Insurance on the Subdivision, and all building service equipment and similar equipment located within the Subdivision, against loss or damage by fire or by any and all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board deems advisable for at least the full insurable value of such equipment; but in any event in an amount not less than the full insurable replacement cost thereof. The fully insurable replacement cost of the covered items described herein shall be determined annually by the Board, which may obtain an appraisal in making such determination, the cost of which shall be paid from the Maintenance Fund; and
- b. Comprehensive general liability insurance against claims for bodily injury or death, and for property damage suffered by the public or any Owner, the family, agent, employee or invitee of any Owner occurring in, on or about the Subdivision or upon, in or about the private driveways, roadways, walkways, and passageways, if any, on or adjoining the Subdivision. Any policy obtained pursuant to this Article 6, (Section 6.1 b) may contain a cross-liability endorsement whereby the rights of the named insured shall not prejudice his, her, or their action or actions against another named insured, and shall contain a “severability of interest” type of endorsement precluding the insurer from denying a claim of an Owner, or the Association because of the negligent acts of other Owners or the Association; and
- c. Such worker’s compensation insurance as may be necessary to comply with applicable laws; and
- d. Employer’s liability insurance; and
- e. Fidelity bonds indemnifying the Association, the Board, and the Owners from loss of funds resulting from fraudulent or dishonest acts of any officer, director, manager, trustee, volunteer, or employee of the Association or of any other person who is responsible for handling the funds of the Association. Any policy obtained pursuant to this Section 6.1 e) shall name the Association as an obligee, shall contain an endorsement covering all persons who serve the Association without pay (if the policy would not otherwise cover volunteers), and shall provide that such policy may not be canceled or substantially modified without at least thirty (30) days’ written notice to the Association and all first-lien Mortgagees and Servicers identified in writing to the issuer of such policy by the Association as requiring such notice; and
- f. Director’s and Officer’s liability insurance for the directors and officers of the Association against any liability asserted against any such party, or incurred by such part in such capacity, or arising out of such party’s status or actions as a director or officer; and

- g. Such other insurance in such reasonable amounts and in the form as the Board shall deem desirable, or as may be required from time to time by Lending Authorities, if any. The Board may elect to comply with the standards of this Declaration even if Lending Authorities, if any, may be satisfied with less stringent standards.

**Section 6.2 Policies.** All insurance provided for in this Article 6 shall be obtained from responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association, as trustee for each Owner in accordance with and in proportion to each Owner's interest, and all Mortgagees, all as their respective interests may appear. If possible, all such policies shall be, if available, without contribution with regard to any other policies of insurance carried individually by an Owner and shall provide, if available, that such policy shall not be terminated for any cause without at least thirty (30) days' prior written notice to the Association and the Mortgagees. If possible, all policies of insurance of the character described in this Article shall contain, if available, an endorsement extending coverage to include the payment of Maintenance Expense Charges with respect to damaged Dwellings during the period of their reconstruction. Any proceeds paid in respect to any insurance policy obtained by the Board pursuant to this Article 6 shall be held and disbursed by the Board in accordance with this Declaration.

**Section 6.3 Individual Insurance.** Each Owner shall be responsible, at his own cost and expense, for insuring his own property, including his Dwelling, if any, the contents and furnishings of his Dwelling, and should include, if available, liability insurance. Policies should include, if available, comprehensive general liability insurance against claims for bodily injury or death, and for property damage suffered by the public or any Owner, the family, agents, employee or invitee of any Owner occurring in, on or about the Owner's property or upon, in, or about his premises, including private driveways, roadways, walkways, and passageways, if any. The policies carried by the Owners shall provide, if available, that is without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all the owners as above provided.

## **ARTICLE 7**

### **FIRE OR CASUALTY LOSS CONDEMNATION**

**Section 7.1 Definitions.** For the purpose of this Article 7, the following definitions shall apply.

- a. **Damages.** Any loss or injury to a Dwelling which is visible or apparent from the Common Areas, or which impairs or weakens the structural integrity or the support of a Dwelling, or which threatens immediate danger to the structural integrity or support of another Dwelling, or which is likely to cause or allow additional loss, injury or decay either to the Dwelling or any other Adjacent Dwelling, or which changes or alters in any way the color, design or appearance of the Dwelling; or, in the case of a Building Site or Lot upon which a completed Dwelling unit has not been built, any loss or injury to the property, including death of trees from any cause, storm damage, burning, or any unsightly or dangerous condition, due to any cause, which is visible from any Common Area or which threatens any Dwelling or is or is likely to become dangerous to residents or non-residents.

- b. **Destruction.** Any loss or injury to a Dwelling which renders all or any portion of a Dwelling unsuitable for use or habitation by the Owner.
- c. **Date of Loss.** The last calendar date upon which a particular fire or other casualty would cause a Dwelling to be damaged or destroyed, so that if a Dwelling were to be damaged or destroyed by a fire which extended over two or more days, the Date of Loss would be the date upon which the fire would be extinguished. As to a Building Site or Lot upon which a completed Dwelling unit has not been built, the Date of Loss would be the date upon which the damage occurred, or in the case of fire, the date upon which the fire would be extinguished.
- d. **Contractor.** A person, partnership or corporation regularly engaged in the business of repairing or rebuilding residences or of cleaning up and removing debris from a damaged premise and who is approved by the Association.

### **Section 7.2 Fire or Casualty Loss - Obligations to Rebuild**

- a. **In General.** Each Owner recognizes that a damaged or destroyed Dwelling would adversely affect the values of the remaining Dwellings. Each Owner thereupon agrees that if his Dwelling is either damaged or destroyed, such Owner shall promptly set about to repair or rebuild the damaged or destroyed Dwelling in conformity with the architectural standards of the Subdivision or remove the damaged or destroyed Dwelling in its entirety. If for any reason an Owner is unable or unwilling to repair or rebuild, then the Association shall have the right and option to purchase such Dwelling at a value determined by appraisal. In the case of a Building Site upon which a completed Dwelling unit has not been built, unsightly damage to trees and vegetation or accumulation of debris from whatever source is also detrimental to the value of the Dwellings in the Subdivision. Each Building Site Owner is expected to clean up, remove debris and restore the appearance of any Building Site suffering Damage from any source.
- b. **Time.** Not later than ninety (90) days after the Date of Loss, the Owner of a Damaged or Destroyed Dwelling shall deliver to the Architectural Control Committee a complete and final set of plans and specifications for the repair or rebuilding of his Dwelling together with a copy of the executed Contract for such repair or rebuilding between the Owner and a Contractor. The Architectural Control Committee shall either approve or reject the submitted Plans and Specifications within the time provided in Section 3.2 above, or the Plans and Specifications submitted shall be conclusively deemed approved for all purposes. Within sixty (60) days after the Plans and specifications and Contract have been approved by the Architectural Control Committee, the Owner shall begin repairs or rebuilding in accordance with the Plans and Specifications and the Contract. The Board shall have the authority to extend or shorten the time limits imposed herein, for good cause, which determination may be made by the Board in its sole discretion.
- c. **Rights of Mortgagees or Insurers.** The obligations of an Owner of a damaged or destroyed Dwelling and the options remaining to the Association, provided in this Article, shall not be affected by any other right or interests which may also exist either under a mortgage or deed

of trust executed by the Owner and covering such Dwelling or under one or more policies of insurance insuring the Dwelling against flood, fire or other casualty.

d. **Association's Option to Purchase.** In the event the Owner of any damaged or destroyed Dwelling should for any reason fail or refuse to repair or rebuild as required by this Article 7, then beginning ninety (90) days from the Date of Loss and continuing until one hundred eighty (180) days from the Date of Loss, the Association shall have the sole and exclusive right and option to purchase the Dwelling in its damaged or destroyed condition. This right or option may be exercised by either of the following means:

- 1) **Contract with Association.** A written contract of sale made before the expiration of one hundred twenty (120) days after the Date of Loss, by and between the Owner and the Association, acting by its Board of Directors, providing for the sale and purchase of the Dwelling for a price and upon the terms and conditions agreed upon therein; or
- 2) **Association's Option.** If, upon expiration of ninety (90) days after the Date of Loss, the Owner and the Association cannot agree on the price, terms and condition of sale, then the Association shall exercise the right and option provided by this subparagraph by giving the Owner written notice of the Association's intention to purchase such damaged or destroyed Dwelling at its fair market value as of ninety (90) days after the Date of Loss, as determined by a qualified appraiser selected by the Owner and the Association. Such notice must be given to the Owner within one hundred twenty (120) days after the Date of Loss.

If the Owner and the Association cannot agree on an appraiser within ten (10) days after the Association has given the Owner the notice of its intention to purchase, then the Owner shall select an appraiser, the Association shall select an Appraiser, and the two appraisers shall select a third appraiser. For the purposes of this subparagraph, the Association and the Owner shall be conclusively bound to the value determine by at least two (2) of the three (3) appraisers. If at least two (2) of the appraisers do not agree on the determination of a value, the Association and the Owner shall be conclusively bound to the value determined by averaging the two appraisal values that are closest in value to one another. If the Owner should, for any reason, fail or refuse to appoint an appraiser within ten (10) days after the Association has given the Owner the notice of its intention to purchase the Dwelling, then the Owner shall be conclusively bound for all purposes to the value determined by the Association's appraiser.

The Association's rights and option to purchase the damaged or destroyed Dwelling shall be specifically enforced by a suit brought by the Association at the time within one hundred eight (180) days after the Date of Loss. Venue for any such proceeding shall be Montgomery County, Texas. The Association shall be entitled to make or assume any one or more purchase-money mortgage loans for the purpose of this subparagraph, in such amounts and upon such rate, terms and conditions as the Board should determine appropriate.

e. **Association's Option to Clear the Dwelling Site.** In the event the Owner of any damaged or destroyed Dwelling should, for any reason, fail or refuse to repair or rebuild as required by this

Article and the Association does not wish to exercise its option to purchase the Dwelling in its damaged or destroyed condition, then beginning six (6) months after Date of Loss or thirty (30) days after the insurance proceeds are paid, whichever is sooner, the Association shall have the right and easement to enter the Dwelling and remove, without being liable for trespass or injury to the premises, the Dwelling debris from the lot at the Owner's expense. The Owner shall be given sixty (60) days' written notice of the Association's intent to clear the Dwelling site and restore the property to a condition that will not be detrimental to the appearance of the Subdivision. If at the end of the sixty (60) days the Owner has not remedied the condition of his property and restored its appearance, the Association shall have the right to proceed with such clean up and charge any expense incurred to the Owner. Such expense shall be paid within thirty (30) days from the date of billing or be deemed delinquent and, without further notice, shall bear and accrue interest beginning on the day of delinquency and continuing until the charge and all accrued and, unpaid interest are paid in full. The rate of interest for delinquent charges shall be determined by the Board as in Article 5 Section 5.1, herein. A vendor's lien against the Owner's property is reserved as set out in Article 5, Section 5.3 to secure payment.

- f. **Building Site or Lot.** In the case of a Building Site upon which a completed Dwelling unit has not been built, any unsightly damage to trees and vegetation or accumulation of debris from whatever source is hereby determined to be detrimental to the value of the Dwellings throughout the Subdivision. Each Building Site Owner is expected to clean up, remove debris and restore the appearance of any Building Site suffering Damage from any source. If, for any reason, the Building Site Owner is unable or unwilling to clean up his Building Site within thirty (30) days from the Date of Loss, the Association shall have the right to proceed with such clean up and charge any expense incurred to the owner, such expense to be repaid to the Association within thirty (30) days or to be deemed delinquent, and, without further notice, shall bear and accrue interest beginning on the day of delinquency and continuing until the charge and all accrued and unpaid interest are paid in full. The rate of interest for delinquent charges shall be determined by the Board [as in Article 5, Section 5.1 d)] at the same time the Board determines its budget and the allocations for the next succeeding year, but such rate shall not exceed Eighteen Percent (18%) per annum. A vendor's lien against the building site or lot is reserved as set out in Article 5, Section 5.3 to secure payment.
- g. **Association not Liable.** The Association and its officers, directors and members shall not be liable in damages, for specific enforcement, or other equitable relief to any Owner or Owners or other party for any waiver, failure or refusal, intentional or otherwise, by the Association to exercise the right and options of this Article 7, Section 7.2 of this Declaration with respect to any Damaged or Destroyed Dwelling or Damaged Building Site. No Owner, mortgagee or other party shall be entitled to recover damages or obtain specific enforcement from the Association for any, failure to exercise this right and option with regards to any Damaged or Destroyed Dwelling or Damaged Building Site. The Association's right and option may not be transferred, assigned or conveyed to any Owner, Owners or other parties.

**Section 7.3 Indemnity of Association.** Subject to the provisions of Article 7, Section 7.3, hereof, each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner's negligence or misuse or by the negligence or

misuse of his immediate family, or his agents or employees in the course of their duties, and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all other Owners against any such costs.

**Section 7.4 Condemnation of Common Areas.** If a portion or all of the Common Areas shall be taken pursuant to the power of condemnation or eminent domain or under threat of condemnation or eminent domain, any proceeds that are paid to the Association in connection with the same shall be used by the Association for any purpose permitted by this Declaration, as the Board deems reasonably necessary or appropriate under all the circumstances. Without limitation, the Board shall be empowered to use said proceeds for repairs, alterations, or other work it deems reasonably necessary or appropriate as to any parts of the Common Areas still remaining, and may, in addition, expend any of said proceeds for the purchase, lease, to other arrangement for alternative facilities to substitute for any of the Common Areas that have been taken to the extent that the Board may deem reasonably necessary or appropriate.

**Section 7.5 Condemnation: Mortgagee Rights.** If any Dwelling or portion thereof, Building Site or portion thereof, or Common Area and facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding, no provision of this Declaration shall entitle the Owner or other party to priority over an institutional holder of any first mortgage or equivalent security interest on a Dwelling or Building Site with respect to any distribution to such Dwelling or Building Site of the proceeds of any award or settlement.

## ARTICLE 8

### **AMENDMENT OF DECLARATION AND DURATION OF RESTRICTIONS**

These Restrictions shall remain in full force and effect until January 1, 2040 and shall automatically be extended for successive ten (10) year periods thereafter; provided, however, these Restrictions may be terminated on January 1, 2040 or on the commencement of any successive ten (10) year period by the filing record in the Office of the County Clerk of Montgomery County, Texas, within a period of twelve (12) months prior to such effective date of termination, of a written statement of the election to terminate these Restrictions executed and acknowledged by at least two-thirds (2/3rds) of the sum of the votes to which the Dwelling Owners at the time of such filing are entitled.

## ARTICLE 9

### **AMENDMENTS; RIGHTS OF MORTGAGEES**

**Section 9.1 Amendment.** For matters which do not affect the interest, options and rights of Mortgagees, these Declarations may be amended at any time or times by the affirmative written vote of at least two-thirds (2/3rds) of the sum of the votes to which the Dwelling Owners at the time of such amendment and Building Site Owners at the time of such amendment are entitled.

**Section 9.2 Rights of Individual Mortgagees.** In addition to all other provisions of these Declarations regarding the rights and interests of mortgagees, any mortgagee shall be entitled to the following upon request:

- a. To receive from the Association, sixty (60) days' advanced written notice of the Association's intention to enforce its liens securing payment of Maintenance Expense Charges due for any Dwelling or Building Site for which the Mortgagee holds a mortgage; and
- b. To have prior and superior right to receive insurance proceeds, sales proceeds and condemnation awards payable with respect to any Dwelling or Building Site for which the Mortgagee holds a mortgage, to the extent of the Mortgagee's interest.

**Section 9.3**     **Prior Approval.** Without the prior written consent of at least two-thirds (2/3rds) of the Mortgagees, neither the Owners, nor the Association shall, whether by amendment hereof, or by any other act of omission:

- a. Waive or abandon any scheme of development and regulation of the Subdivision, or enforcement pertaining to the Architectural Control or Maintenance of the Common Areas or any portions thereof; or
- b. Fail to maintain fire and extended coverage on the insurable portion of the Common Areas on a current replacement basis in any amount less than the full insurable value thereof (based on current replacement costs); or
- c. Use hazard insurance proceeds for losses to any part of the Subdivision (whether Dwellings or Common Areas) for other than the repair, replacement or reconstruction of any part of the Subdivision, except as provided by statute in case of substantial loss to the Dwellings, the Common Areas, or both of same; or
- d. Change the method of determining the obligations, assessment, dues or other charges which may be levied against an Owner; or
- e. By act or omission, seek to release, abandon, partition, subdivide, hypothecate, encumber, sell or transfer or otherwise alienate the Common Areas, directly or indirectly, except for the granting of public utility easements or easements for other public purposes consistent with the intended use of the Common Areas by the Subdivision.

## **ARTICLE 10** **PARTY WALLS AD FENCES**

**Section 10.1**     **General Rules of Law to Apply.** Each exterior wall which is built as a part of the original construction of a Dwelling upon the Land and placed on the dividing line between two homes shall constitute a PARTY WALL and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 10.2**     **Sharing of Repair and Maintenance.** The cost of the reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of such wall.



**Section 10.3** **Right to Contribution Runs with the Land.** The right of any Owner to contribution from any Owner under this Article 10 shall be appurtenant to the respective Lot or Building Site and shall pass to such Owner's successors in title.

**Section 10.4** **Common Fences.** Any part of an Owner's existing fence (or wall) which also serves as part of a fence later erected by a neighbor to enclose part of or all of the neighbor's property, whether physically tied into the existing fence or not, constitutes a COMMON FENCE. The Owner of the existing fence (or wall) shall be compensated by the Owner erecting the new fence for a portion of the cost of the common fence. The cost of the reasonable repair and maintenance of a common fence shall be shared equally by the Owners who make use of such fence.

## **ARTICLE 11** **MISCELLANEOUS**

**Section 11.1** **Severability.** In the event of the invalidity or partial invalidity or unenforceability of any portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

**Section 11.2** **Rules and Regulations and Fines.** The Rules and Regulations with respect to the day-to-day maintenance, operation and enjoyment of the Subdivision may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner, as the provisions of this Declaration. In the event of a conflict, this Declaration shall control. Each Owner and Building Site or Lot Owner, by accepting conveyance of a Dwelling, Building Site or Lot, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time. Additionally, the Board may impose fines or other levies as deemed necessary by the Board with respect to the interpretation, implementation and enforcement of the Declaration, Bylaws, Rules and Regulations and architectural controls and guidelines of the Subdivision.

**Section 11.3** **Delay in Enforcement.** No delay in enforcing the provisions of this Declaration as to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times regardless of how much time has passed since the breach or violation has occurred.

**Section 11.4** **Limitation of Liability.** The Association, its members, agents, employees, officers and directors, shall not be liable to any Owner or lessee of any Dwelling, any Lot or Building site or to any other party for any loss, claim or demand in connection with a breach of any provision in this Declaration so long as the acts, or failure to act, resulting in loss or damage were made in good faith, were not a result of gross negligence and were without intent to cause harm, loss or damage.

**Section 11.5** **Remedies.** In the event any one or more persons, firms, corporations or other entities shall violate any of the provisions of this Declaration, the Articles of Incorporation, the

Rules and Regulations or the Bylaws, then the Association or each purchaser, grantee, or owners of any portion of the Land may institute and prosecute any proceedings at law or in equity to:

- 1) abate, prevent, or enjoin any such violation or attempted violation, or
- 2) to recover monetary damages and/or other fines and levies caused by such violation or attempted violation, or
- 3) both 1) and 2).

**Section 11.6 Enforceability.** The Restrictions adopted and established for the Land by this Declaration are imposed upon and made applicable to the Land and shall run with the Land and shall be binding upon, inure to the benefit of and be enforceable by the Association, each purchaser, grantee, owner and lessee of the Land or the improvements situated or hereafter situated thereon, or any part of either, and the respective heirs, legal representatives, successors and assigns of the Association and each such purchaser, grantee, owner and lessee.

**Section 11.7 Gender.** As used in this Declaration, the masculine, feminine, or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

This is to certify that the foregoing Declaration was adopted by the Board of Directors, and is effective as of August 24, 2020, and remains until such date as it may be modified, rescinded or revoked.

SIGNED this thirty-first (31<sup>st</sup>) day of July, 2020.

LONGWOOD OWNERS' ASSOCIATION, INC.

BY: David C. Frame  
David C. Frame, President

BY: Kathi A. Buzan  
Kathi A. Buzan, Secretary

## EXHIBIT "A"

"BEING 13.906 acres of land in the W.S. ALLEN SURVEY, ABSTRACT 2, Montgomery County, Texas being out of and a part of that 35.0 acre tract of land conveyed by C.E. Cherry, et al, to T.H. Edens, by deed dated January 23, 1959, recorded in Volume 459, page 566, and subsequently conveyed to Marshall Holloman by deed recorded in Volume 471, page 300, all the Deed Records of Montgomery County, Texas; said 13.906 acre tract being described by metes and bounds as follows, to-wit:

BEGINNING at a 5/8 inch Iron Rod in the East line of that certain 15.0 acre tract described in Deed from Floyd Puckett, et al, to Robert Lee Puckett, dated April 12, 1956, and recorded in Volume 428, page 139, Deed Records, Montgomery County, Texas; said Iron Rod being at the Southwest corner of that certain 7.52 acre tract described in Deed from Marshall Holloman to William T. Hooper, dated October 9, 1963, and recorded in Volume 551, page 106 of the Deed Records of Montgomery County, Texas, and being the Northwest corner of the herein described tract:

THENCE: North 74° 55' 34" East with South line of said 7.52 acre tract a distance of 421.67 feet to a 1/2 inch Iron Pipe at an angle point;

THENCE: North 45° 08' 53" East continuing with said South line a distance of 418.21 feet to a 1 inch Iron Pipe in the West line of Longmire Road for the Northeast corner of the herein described tract;

THENCE: South 45° 16' 18" East with said West line a distance of 517.67 feet to a 1 inch Aluminum Pipe at the North corner of a 0.16 acre tract;

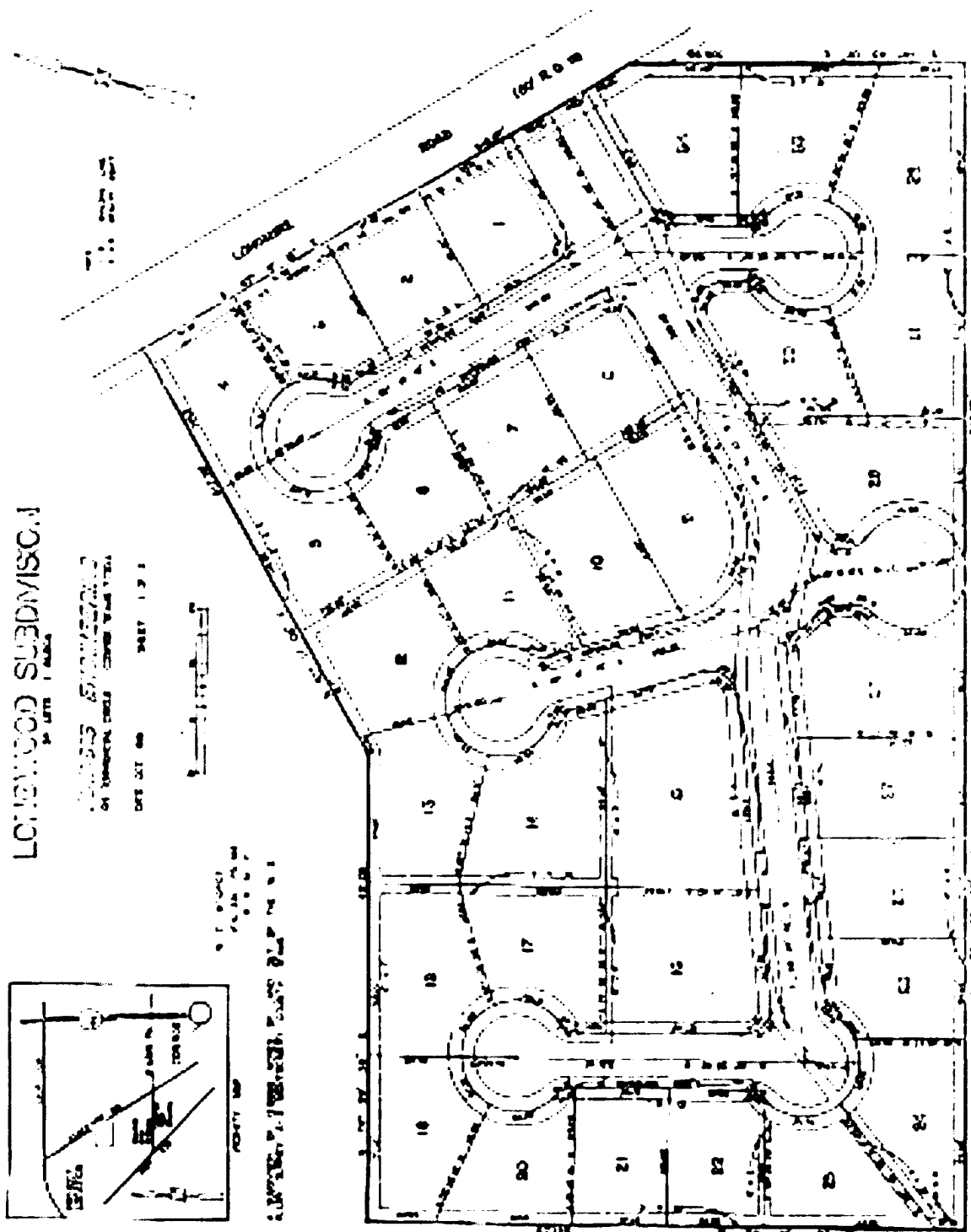
THENCE: South 14° 43' 07" East with the West line of said 0.16 acre tract a distance of 306.06 feet to a 1-3/4 inch Iron Pipe in the North line of that certain 2.00 acre tract described in Deed from Robert Louis Gordon, et al, to Thomas M. Letter, dated February 12, 1969, and recorded in Volume 685, page 539, Deed Records of Montgomery County, Texas, for the Southeast corner of the herein described tract;

THENCE: South 74° 53' 49" West with the North line of said 2.00 acre tract and the North line of a Conroe High School tract a distance of 1,046.50 feet to a 1/2 inch Iron Rod at the Southeast corner of the aforementioned 15.0 acre tract for the Southwest corner of the herein described tract, and being the Southwest corner of the original Holloman 35.0 acre tract;

THENCE: North 14° 43' 17" West with the East line of said 15.0 acre tract and the West line of the original Holloman 35.0 acre tract a distance of 547.23 feet to the PLACE OF BEGINNING and containing 13.906 acres of land."

EXHIBIT "B"

Longwood Subdivision Plat



LONGWOOD SUBDIVISION

39 LOTS | BLOCK

STATE OF TEXAS,

COUNTY OF MONTGOMERY,

Know all men by these presents that the undersigned, the

owner of the above described land, do hereby certify that the

same is being subdivided into the lots and blocks hereinafter

described, and that the same are being subdivided for the

purpose of selling the same in lots and blocks, and that the

subdivision is being made in accordance with the provisions of

the Act to Amend the Act to Authorize the Subdivision of Land

into Lots and Blocks, passed March 27, 1909, and the Act to

Amend the Act to Authorize the Subdivision of Land into Lots

and Blocks, passed March 27, 1909, and the Act to Amend the

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STATE OF TEXAS,

COUNTY OF MONTGOMERY,

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owner of the above described land, do hereby certify that the

same is being subdivided into the lots and blocks hereinafter

described, and that the same are being subdivided for the

purpose of selling the same in lots and blocks, and that the

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FILED FOR RECORD  
08/03/2020 11:54AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number  
sequence on the date and time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

08/03/2020



County Clerk  
Montgomery County, Texas