

BY-LAWS  
OF  
RUSTIC OAKS HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is RUSTIC OAKS HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The present principal office of the Association shall be located at 7707 Fannin, Houston, Harris County, Texas, 77025 but meetings of directors may be held at such places in or outside the State of Texas, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

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

Section 2. "Properties" shall mean and refer to that certain real property described in the Restrictions, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

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

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

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

Section 6. "Developer" shall mean and refer to Homecraft Land Development, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development.

Section 7. "Restrictions" shall mean and refer to the Declaration of Protective Covenants applicable to COUNTRYSIDE in the Official Public Records of Real Property of Galveston County, Texas, and any amendments thereafter or such other restrictions created by additional properties dedicated to the subdivision by the Developer.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Restrictions and Articles of Incorporation.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of members shall be held on the first day of MAY 15, 1984, and subsequent meetings shall be held on the anniversary dates at 10:00 a.m.; if a legal holiday, or weekend day, then on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the votes of the Class A membership.

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

Section 4. Quorum. The presence at any meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided

in the Articles of Incorporation, Restrictions or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice of other than an announcement at the meeting until a quorum shall be present or represented.

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

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for terms of two years, and three directors for terms of three years; and at each annual meeting thereafter the members shall elect directors for terms of two (2) years as may be needed.

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

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

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

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

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

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

## ARTICLE VI

### MEETINGS OF DIRECTORS

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

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

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

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing use of the Common Area, if any, and facilities, if any, and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof;

(b) suspend the voting rights and right to use of the recreational facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infractions of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation, or the Restrictions;

(d) declare the office of a member of the Board of Directors to be vacant in the event each such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, and independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Restrictions, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to being an action at law against the owner personally obligated to pay the same, if in the judgment of the Association it is necessary;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board before the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(f) to cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(g) to cause the Common Area, if any, entries to the subdivision and esplanades to be maintained.

## ARTICLE VIII

### OFFICERS AND DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board, from time and time, by resolution may create.

## ARTICLE X

### BOOKS AND RECORDS

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

## ARTICLE XI

### REMEDIES FOR NON-PAYMENT OF ASSESSMENT

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

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: RUSTIC OAKS HOMEOWNERS ASSOCIATION.

## ARTICLE XIII

### AMENDMENTS

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

quorum of members present in person or by proxy; except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. While there is Class B membership, any effort by the Board of Directors to mortgage the Common Area or dedicate the Common Area to any public authority must be submitted to the Federal Housing Administration for approval prior to the act.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.


ARTICLE XIV

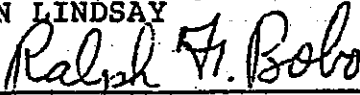
FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all of the directors of RUSTIC OAKS HOMEOWNERS ASSOCIATION, have hereunto set our hands this 26<sup>th</sup> day of January, 1984.

  
THOMAS R. RYAN

  
DON LINDSAY

  
RALPH F. BOBO

  
KATHY WILLIAMS

  
ROBERT SAVELSBERG

ARTICLES OF INCORPORATION Sec. 11.001 of the Office of the Secretary of State of Texas  
OF THE  
RUSTIC OAKS HOMEOWNERS ASSOCIATION FEB 10 1984

Clerk E  
Corporations Section

\*\*\*\*\*

WE, the undersigned natural persons of the age of eighteen (18) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation of such corporation:

ARTICLE I

The name of the corporation is RUSTIC OAKS HOMEOWNERS ASSOCIATION, hereinafter called the "Association".

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the Association is organized are: to provide for maintenance, preservation and architectural control of the residential lots and Common Area, if any within COUNTRYSIDE, SECTION FOUR (4), a residential subdivision in Galveston County, Texas, or any other areas created by the dedication of additional property to the said subdivision (herein called the "Property" or "development"), by the Developer of such subdivision and to promote the health, safety and welfare of the residents within the above described property and any addition thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise the powers and privileges and to perform all of the duties and obligations as set forth in those restrictions applicable to the above described property and recorded in the Official Public Records of Real Property of Galveston County, Texas;

(b) fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Restrictions, to pay all expenses in connection

herewith and all office and other expenses incident to the conduct of the business of the Association including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for borrowed money or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication nor transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members authorizing the Directors to act in behalf of the members for the purpose of accomplishing such dedication, sale or transfer;

(f) notwithstanding the foregoing, the Board of Directors may from time to time without authorization of the membership, grant or dedicate easements with respect to the Common Area, if any, as may be necessary or convenient to provide or assist in utility service to the Property;

(g) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, if any, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of each class of members; however, upon submission and approval of the Federal Housing Administration and/or Veterans Administration of a general plan of the entire development of COUNTRYSIDE general submittal of each stage or section of the development to the Federal Housing Administration and/or Veterans Administration, the Association will and/or the Developer of COUNTRYSIDE may unilaterally annex such additional stages or sections of COUNTRYSIDE by the Board of Directors of the Association without such approval by two-thirds (2/3) of each class of membership;

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have to exercise.

#### ARTICLE V

The street address of the initial registered office of the Corporation is 7707 Fannin, Houston, Texas 77025, and the name of the initial registered agent at such address is Thomas R. Ryan.

#### ARTICLE VI

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Thomas R. Ryan.	7707 Fannin Houston, Texas 77025
Don Lindsay	7707 Fannin Houston, Texas 77025
Ralph F. Bobo	5401 West Main League City, Texas 77754

#### ARTICLE VII

The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Developer of COUNTRYSIDE and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be the Developer of COUNTRYSIDE and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following event whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, including duly annexed areas, or
- (b) On the first day of January 1991.

#### ARTICLE VIII

The affairs of this Association shall be managed by a board of five (5) directors, who need not be members of the Association. The number of directors may be increased by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until selection of their successors are:

Thomas R. Ryan	7707 Fannin Houston, Texas 77025
Don Lindsay	7707 Fannin Houston, Texas 77025
Ralph F. Bobo	5401 West Main League City, Texas 77754
Kathy Williams	5401 West Main League City, Texas 77754
Robert Savelsbergh	5401 West Main League City, Texas 77754

At the first annual meeting the members shall elect one (1) director for a term of two (2) years and two (2) directors for terms of three (3) years, and at each annual meeting thereafter the members shall elect directors for terms of two (2) years, as may be needed.

ARTICLE IX

The Association may be dissolved with the assent given in writing and signed by not less than two thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be used for similar purposes.

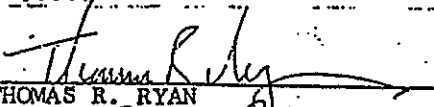
ARTICLE X

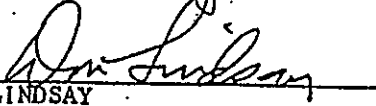
Amendment of these articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI

Subject to the provisions of preceding Article IV, as long as there is a Class B membership, the following acts will require the prior approval of the Federal Housing Administration or Veterans Administration: annexation of additional properties, mergers and consolidation, and the dissolution and amendment of these articles, mortgaging of Common Area, if any, and dedication of Common Area, if any.

IN WITNESS WHEREOF, we have hereunto set our hands this the 26<sup>th</sup> day of January, 1984.

  
THOMAS R. RYAN

  
DON LINDSAY

  
RALPH F. BOBO

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

I, Mary J. Phillips, a Notary Public do hereby certify that on the 2nd day of February, 1984, personally appeared THOMAS R. RYAN being by me first duly sworn severally declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Mary J. Phillips  
Notary Public in and for  
The State of T e x a s

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

I, Mary J. Phillips, a Notary Public do hereby certify that on the 2nd day of February, 1984, personally appeared DON LINDSAY being by me first duly sworn severally declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Mary J. Phillips  
Notary Public in and for  
The State of T e x a s

THE STATE OF TEXAS §  
§  
COUNTY OF GALVESTON §

I, Holly Hughes, a Notary Public do hereby certify that on the 26th day of January, 1984, personally appeared RALPH F. BOBO being by me first duly sworn severally declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Holly V. Hughes  
Notary Public in and for  
The State of T e x a s

HOLLY V. HUGHES  
Notary Public in and for Harris County, Texas  
My Commission Expires 9-14-85

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

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

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

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

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

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

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

### Vice-President

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

### Secretary

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

### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all promissory notes of the Association; keep proper books of account; cause a report of the Association's books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures, to be presented to the membership at its regular annual meeting. Copies of these documents shall be available for purchase at a reasonable cost.

## ARTICLE IX

### COMMITTEES

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

NOTICE

The ACC reserves the right to modify the Guidelines at any time without notice, as the circumstances, conditions or opinions of the ACC dictate. Each request will be considered on its own merit and approval will be on an individual basis. The ACC retains the right to deviate approval for similar improvements based on the proximity of property to a main boulevard or the visual relativity of the site of the overall development.

Because the Guidelines may change from time to time, it is highly recommended that property owners contact the Management Company for an updated copy of the Guidelines affecting proposed changes prior to submitting a request.

LEGAL DISCLAIMER

The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty relating to fitness, design or adequacy or adequacy of proposed construction or compliance with the applicable statutes, codes and regulations.

ASSOCIATION: RUSTIC OAKS HOMEOWNERS ASSOCIATION ("Association")  
COMMITTEE: ARCHITECTURAL CONTROL COMMITTEE ("ACC")  
ITEM: ARCHITECTURAL REVIEW GUIDELINES ("Guidelines")

AUTHORITY:

The Architectural Control Committee (ACC) was created to enhance values by requiring conformity to certain standards of construction, visual; appeal, uniformity, and design. The Covenants, Conditions and Restrictions (CCR) provide that "No building or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, or its duly authorized representative, as to compliance with these restrictions with existing and proposed structures and as to locations with respect to topography and finish grade level.

PURPOSE

It is the general purpose of the ACC to approve or disapprove requests submitted to it for proposed alterations, additions or changes to be made to the exterior of the house and/or the lot itself. Landscaping does not require ACC approval except as specifically provided herein.

PROCEDURE

A request must be completed in its entirety and mailed to the address indicated on the form. All pertinent information such as plans, specifications, location of proposed improvements indicated on a copy of the survey, etc...must be included with the request.

Committee members requests must be submitted to the Board of Directors of the Association for review and approval. Board member's requests must be reviewed and approved by at least three (3) Committee members.

The ACC shall have thirty (30) days from the date of the receipt of a request in which to respond as to approval or disapproval of the request. If additional information is required by the ACC, the request process may be extended accordingly. Plans for the implementation of the improvements requested should allow for the time to complete the approval. The ACC is not required to approve requests received after the fact of construction. The property owner may be required to remove said improvements if they did not comply with the CCR's.

A conditional approval will only be given by the ACC without all applicable government approval (ie: Building permits). Within 30 days of conditional approval a copy of building permits must be received by the ACC for final approval. Approval from the ACC does not exempt or override any other governing authority, permits or inspections.

## INDEX

1. Antennas
2. Awnings/Shades
3. Basketball Goals
4. Birdhouses
5. Burglar Bars
6. Decks
7. Driveway Extensions/Sidewalks
8. Exterior Painting
9. Fence/Fence Extensions
10. Garages/Carports
11. Landscaping
12. Lighting, Exterior
13. Mailboxes
14. Outdoor Carpeting
15. Outbuildings
16. Patio Coverings
17. Room Additions
18. Satellite Dishes
19. Storm Windows/Screen Doors
20. Swimming Pools/Pool Enclosures
21. Swing Sets
22. Wind Turbines
23. Window Air Conditioners

1. Antennas

- 1.1 Must be installed on back side of house, lower than center roofline and must not be visible from the front street.
- 1.2 Shall be reviewed on an individual basis only.

2. Awnings/Shades

- 2.1 Canvas awnings will not be permitted to be installed on windows to reduce solar exposure unless they are at the back of the house on an interior lot and not visible at all from the fronting street. On a corner lot or lot that backs onto a street, canvas awnings will not be permitted at all.

If allowed, they must be earth tone colors, and must be kept in excellent condition at all times or will be subject to immediate removal upon notification by the ACC of their unacceptable condition.

- 2.2 Awnings will still be allowed for use on playhouses and patio covers, provided they also comply with aforementioned requirements for proper location/color.
- 2.3 Metal and wooden slat-type shades may be allowed by the ACC if they are deemed necessary in reduction of solar exposure. Installation on appropriate windows will be determined by the ACC. At no time, however, will they be allowed on windows on the fronts of homes.
- 2.4 Shall be reviewed on an individual basis only.

3. Basketball Goals

- 3.1 Must be mounted on garage or placed on the side of driveway, recognizing a setback of a minimum to correspond with building line.
- 3.2 If the backboard is mounted onto the roof by use of a small, triangular mounting structure, the mounting structure must be painted to match the shingle color.
- 3.3 Backboard must be regulation size and color.
- 3.4 The basketball goal backboard, net and post must be maintained in excellent condition at all times.

\*\*\*\*\*See Legal Disclaimer\*\*\*\*\*

3.5 Portable goals must be stored out of public view when not in use.

3.6 Shall be reviewed on an individual basis only.

4. Birdhouses

4.1 Maximum height is twelve feet (12').

4.2 Mounted on two inch (2") diameter metal pipe painted white or black.

4.3 Must not be visible on the fronting street.

4.4 Shall be reviewed on an individual basis only.

5. Burglar Bars

5.1 Must be in harmony with house.

5.2 Painted to match exterior trim.

5.3 Shall be reviewed on an individual basis only.

6. Decks

6.1 Requests for decks which encroach into any utility easement must be submitted with consent letters from the utility companies affected (Some utility companies charge a fee for consent letters).

6.2 Decks must be situated on the lot so they do not pose a problem to the effective drainage of the lot or neighboring lot.

6.3 In order to assure the privacy of neighboring property owners, decks cannot be higher than 18 inches (18") above grade.

6.4 Paint or stain should match or complement the house.

6.5 Wood such as cedar, fir, or redwood may remain unpainted. Treated pine must be painted or stained.

6.6 Shall be reviewed on an individual basis only.

\*\*\*\*\*See Legal Disclaimer\*\*\*\*\*

7. Driveway Extensions/Sidewalks

- 7.1 Must be constructed in a way which complies with CC&R's specific to the section in which the property is located.
- 7.2 All sidewalks in the side yard must be no greater than forty-eight inches (48") wide.
- 7.3 Shall be reviewed on an individual basis only.

8. Exterior Painting

- 8.1 All exterior painting, even when using the same color as existing paint, must receive ACC approval.
- 8.2 Earth tone colors are most often used when homes are constructed. Earth tone blend colors will be considered.
- 8.3 Along with the applicant's house brick colors, the color of neighboring homes will be taken into consideration.
- 8.4 Shall be reviewed on an individual basis only.

9. Fence and Fence Extensions

- 9.1 Must extend from grade level to six feet (6') above grade, unless otherwise approved by the ACC and must be constructed consistent with the individual CC&R's for the section in which the property is located.
- 9.2 No painting, staining, or varnishing of fence shall be permitted.
- 9.3 No chain link fence type construction shall be permitted.
- 9.4 Fence extensions requests should be submitted by both neighbors sharing the side lot line and fence, except in the case of a corner lot.
- 9.5 No fence may extend so as to encroach in front of a building line.
- 9.6 Approved fences will be installed picket side out where visible from any street.

\*\*\*\*\*See Legal Disclaimer\*\*\*\*\*

9.7 Fencing shall be uniform throughout the development. Wrought iron may be used in areas of decorative use in sections across driveways or where used across a building line so long as there are no items, storage or otherwise visible from a fronting street. No fencing may cross public sidewalks. All fencing must comply with all requirements of all governing authorities.

9.8 Fence materials used for landscaping purposes may not exceed three feet (3') in height.

9.9 Shall be reviewed on an individual basis only.

#### 10. Garages and Garage Conversions

10.1 Conversions are not permitted without ACC approval.

10.2 All garages must be capable of housing a minimum of two (2) cars at all times and must have an operational garage door.

10.3 All garages must have an access driveway.

10.4 Shall be reviewed on an individual basis only.

#### 11. Landscaping

11.1 Timbers, bricks, stone (native Texas stone), flowerbed borders, landscape lights, trellises, fences and sprinklers are subject to ACC approval.

11.2 Lawn decorations, such as sculptures, birdbaths, fountains, benches or other decorative embellishments, higher than 12 inches (12") cannot be placed on the front lawn of lots or on any portion of a lot visible from any street without ACC approval.

11.3 House numbers may be placed on house or mailbox, but not as any type of free-standing structure in front yard.

11.4 Must complement style and architecture of home and conform to color scheme of immediate neighborhood.

11.5 Shall be reviewed on an individual basis only.

#### 12. Lighting, Exterior

12.1 Additional exterior lighting must not be of wattage or lumen count which will affect neighboring homes.

\*\*\*\*\*See Legal Disclaimer\*\*\*\*\*

- 12.2 Directional lights of floodlights must be aimed so as not to shine in the windows of neighboring homes.
- 12.3 Security, mercury vapor, or fluorescent lights must be attached to the front of the house, preferably the garage. Mercury vapor, fluorescent, and sodium halide may be permitted in back as long as it in no way shines onto adjacent property.
- 12.4 Yard lamps may be gas or electric and may be placed in front or back of main structure. They must be on a single lamp pole, maximum height may not exceed eight feet (8'), and must complement color of main structure.
- 12.5 Shall be reviewed on an individual basis only.

### 13. Mailboxes

- 13.1 In sections where communal mailboxes are not in use, changes or improvements made to the property site mailbox shall require ACC approval.
- 13.2 Replacement of the original pole with a wooden post should receive ACC approval. If the post is to be painted or stained a paint sample must be included with request.
- 13.3 Bricked mailbox stands must have brick that matches that house, a stand that is appropriate in size and design, and shall meet U.S. Post Office requirements. A specific sketch must be included with the request.
- 13.4 In sections which use the communal mailboxes, in use, individual mailboxes will not be allowed.
- 13.5 Shall be reviewed on an individual basis only.

### 14. Outdoor Carpeting

- 14.1 Can only be installed on porch area, (no walkways, etc).
- 14.2 Earth tone colors shall be acceptable. But specifically, no green or blue carpet will be approved.
- 14.3 Shall be reviewed on an individual basis only.

### 15. Outbuildings

- 15.1 An "outbuilding" is defined as any structure which is not attached to the main structure. This definition does not

\*\*\*\*\*See Legal Disclaimer\*\*\*\*\*

include bonafide additions to the main residence or garage wherein an actual opening to the main structure exists, but does include, but shall not be limited to, storage sheds, gazebos and playhouses/forts.

15.2 The ACC will consider the following:

- A. The structure's colors should complement the predominant exterior color of the main structure.
- B. Materials should match those of the main structure in size; however, the ACC will consider prefabricated metal storage buildings, provided the color complements the main structure.
- C. It should have a peaked roof no higher than eight feet (8') from the ground to the highest point, and a maximum of ten feet by twelve feet (10'x 12') floor space. Structure must not be visible from the fronting street and must be placed a distance from the fence which complies with CC&R's specific to the section in which property is located. At no time, however, will that distance from side fence be less than five feet (5'), regardless of visibility.
- D. As a storage building placed on a concrete slab is not considered portable, it cannot be placed in the utility easement without letters of Consent to Encroach from the appropriate utility companies (some utility companies charge a fee for this consent letter).
- E. No storage building can be built up against any side or rear wall of a home unless its maximum height is less than six feet (6') and is not visible above the fence. It must also comply with all the other requirements for property construction, size and location. It shall be placed so as not to be visible from the fronting or side street.
- F. If under six feet (6'), storage structure may be placed in side yard behind fence, provided five foot (5') minimum setbacks are observed.
- G. Playhouse/fort must be no higher than twelve feet (12'). If fort has a platform, then platform can be no higher than 48 inches (48") above ground.
- H. Gazebo, Freestanding- Must be at least six feet (6') away from house. Must review on a case-by-case basis with a maximum height at peak of eleven feet (11') and must comply with CC&R's specific to the appropriate section in which the property is located.

15.3 Shall be reviewed on an individual basis only.

\*\*\*\*\*See Legal Disclaimer\*\*\*\*\*

## 16. Patio Covers

- 16.1 Must be constructed of materials which complement the main structure.
- 16.2 If attached to main structure, must be integrated into existing roof line, and if it is to be shingled, shingles must match roof. Entire patio cover and posts should be trimmed out to match trim of house whether treated or untreated wood is used.
- 16.3 Patio cover construction materials are as follows:
  - a. Painted aluminum (to match trim of house)
  - b. Painted wood (to match trim of house)
  - c. Wood such as cedar, fir, or redwood may remain unpainted. Treated pine must be painted or stained.
  - d. Fiberglass and canvas are acceptable when an earth tone color, such as: tan, brown, beige or clear, that complements the main structure is used. No green or yellow is allowed (Green is reserved for commercial use only and is not allowed for residential use). Edges of the fiberglass must not be visible from the fronting street. Covers must be securely fastened in a manner that will withstand frequent windstorms. ACC may give conditional approval when fiberglass or canvas is used.
  - e. The patio cover and construction materials must be maintained in quality condition or their removal will be required by ACC.
- 16.5 Requests for patio covers which encroach into any utility easement must be submitted with consent letters from the utility companies affected. (Some utility companies charge a fee for consent letters).
- 16.6 Patio covers must be situated on the lot to provide drainage solely into the owner's lot.
- 16.7 Shall be reviewed on an individual basis only.

## 17. Room Additions

- 17.1 Exterior materials and colors must match the house.
- 17.2 Detailed building plans, specifications & site plans must be submitted to the ACC.
- 17.3 Requests for room additions which encroach into any utility easement must be submitted with consent letters from the utility companies affected (Some utility companies charge for consent letters).

\*\*\*\*\*See Legal Disclaimer\*\*\*\*\*

17.4 Size and shape will be considered based on the architectural style and layout of the main structure, size of lot, and how well the proposed addition integrates with the existing structure. Plans for room additions must show a room of reasonable size to constitute a bonafide request for a room addition. (Addition of storage area will not qualify as a bonafide room addition and will not be permitted.) The addition must be opened to the main structure and be serviced by central AC/heat and electrical. Room additions may be denied for reasons that include, but are not limited to, structural integrity, architectural suitability, etc....

17.5 Roof of addition must integrate with existing roof line so as to appear to have been part of the original structure and shingles must match those on existing structure.

17.6 Shall be reviewed on an individual basis only.

18. Satellite Dishes

18.1 Maximum diameter of ten feet (10'). Perimeter must be completely fenced to approve the installation of a dish.

18.2 Must be placed in rear/back side of house and not visible from street.

18.3 Shall be reviewed on an individual basis only.

19. Storm Windows and Storm/Screen Doors

19.1 Frames of storm windows and storm/screen doors must be color compatible with the exterior house colors.

19.2 Shall be reviewed on an individual basis only.

20. Swimming Pools and Spas

20.1 Requests for swimming pools and spas which encroach into any utility easement must be submitted with consent letter from the utility companies affected (Some utility companies charge a fee for consent letters). Pool decking which extends into the easements also requires a consent letter.

20.2 Structure(s), including pumps and other equipment, must not be visible from the fronting or side street and must

\*\*\*\*\*See Legal Disclaimer\*\*\*\*\*

be placed a distance from the fence which complies with CC&R's in which the property is located. At no time, however, will that distance from the rear fence be less than five feet (5') and from the side fence be less than five feet (5'), regardless of visibility. Location must also be far enough away from fence to allow drainage to occur entirely on the owner's lot.

20.3 Only those pools completely enclosed within a fenced area, with a locked gate, may be approved.

20.4 Pool enclosures will be reviewed on an individual basis and height should not exceed six feet (6').

20.5 Above ground pools must meet all of the above requirements and must be kept in excellent repair.

20.6 Shall be reviewed on an individual basis only.

21. Swing Sets

21.1 Maximum height of eight feet (8').

21.2 Location will be considered for neighbor's privacy.

21.3 Must not be visible from fronting street.

21.4 Shall be reviewed on an individual basis only.

22. Wind Turbines

22.1 Wind turbines must be located on rear of house.

22.2 Shall be reviewed on an individual basis only.

23. Window Air Conditioners

23.1 Must not be visible from any street and must be below fence line.

23.2 Shall be considered on an individual basis only.

\*\*\*\*\*See Legal Disclaimer\*\*\*\*\*

AMEND  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
COUNTRYSIDE, SECTION FOUR (4)

STATE OF TEXAS :  
COUNTY OF GALVESTON :

THIS DECLARATION made on \_\_\_\_\_ day by HOMECRAFT LAND DEVELOPMENT, INC., acting hereinafter and through its duly authorized officers, hereinafter referred to as "Declarant":

W I T N E S S                      T H:

WHEREAS, Declarant is the owner of those certain lots in COUNTRYSIDE, SECTION FOUR (4), a subdivision of Galveston County, Texas, as recorded in Cabinet No. 17, Page 51-55, of the Map Records of Galveston County, Texas, which was covered by that certain Declaration of Covenants, Conditions and Restrictions dated June 24, 1983, recorded under Galveston County, Texas Clerk's File No. 8323620, (Film Code No. 002-36-0152); and

WHEREAS, the owner or owners of seventy-five percent (75%) of the lots in COUNTRYSIDE, SECTION FOUR (4) desire to amend said Declaration of Covenants, Conditions and Restrictions in full, as herein provided, as said COUNTRYSIDE, SECTION FOUR (4) was deannexed by COUNTRYSIDE SOUTH COMMUNITY ASSOCIATION, INC. by instrument filed in the Office of the County Clerk of Galveston, Texas.

NOW, THEREFORE, the undersigned, being the owners of seventy-five percent (75%) of the lots in COUNTRYSIDE, SECTION FOUR (4) hereby declare that all Lots in COUNTRYSIDE, SECTION FOUR (4), subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value, and desirability of, and which shall constitute covenants running with the real property, shall be binding on all parties having any right, title or interest in the described properties or any

part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and does hereby amend in full said Declaration of Covenants, Conditions and Restrictions heretofore filed.

#### ARTICLE I

#### DEFINITIONS

Section 1. "Association" shall mean and refer to RUSTIC OAKS HOMEOWNERS ASSOCIATION its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Article IV.

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

Section 3. "Properties" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to the Lots shown on the plat recorded in Cabinet No. 17, Pages 51-55 of the Map Records of Galveston County, Texas, as well as building sites for construction of one single-family residential dwelling resulting from resubdivision or consolidation of such lots.

Section 5. "Common Area" shall mean all real property, if any, together with any improvements thereon owned by the Association for the common use and benefit of the Owners.

Section 6. "Declarant" shall mean and refer to not only Homecraft Land Development, Inc., but also to such of their successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the lots in the undeveloped state, but shall not include any purchaser of one or

more developed Lots. For the purposes of this Declaration, "developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, an "undeveloped Lot" is any Lot which is not a developed Lot.

ARTICLE II

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, which may have a private garage or carport for not more than three (3) cars and bona fide servants' quarters which structure shall not exceed the main dwelling in height and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises and no room(s) in the dwelling and no space in any other structure shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, or its duly authorized representative, as to compliance with these restrictions with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control Committee, shall be Kathy Williams, Ralph F. Bobo and Robert Savelsbergh. If

there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies provided that Declarant may from time to time, without liability of any character for so doing, remove and replace any such members of the Architectural Control Committee as it may in its sole discretion determine. The Declarant, Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its right to assign the duties, powers and responsibilities of the Architectural Control Committee to RUSTIC OAKS HOMEOWNERS ASSOCIATION, when one hundred percent (100%) of all Lots are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty relating to fitness, design or adequacy or adequacy of the proposed construction or compliance with the applicable statutes, codes and regulations. Anything contained in this Paragraph 2 or elsewhere in this Declaration to the contrary notwithstanding, the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality

of the building materials to be used in the construction of any building or improvement on any subdivision Lot and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of the committee, or its duly authorized representative, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the subdivision and its improvements as a whole.

The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for any description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans, and specifications applicable to and approved out building), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's duly authorized representative). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural

Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except at the discretion of the Architectural Control Committee, or if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association. The Architectural Control Committee shall have authority to approve any variance except as expressly provided in this Declaration.

Section 3. Minimum Square Footage Within Improvements. The living area of the main residential structure (exclusive of porches and garages) shall not be less than Eight Hundred (800) square feet.

Section 4. Location of the Improvements Upon the Lot.

A. No building or other improvements shall be located on any Lot nearer to the front lot line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any Lot nearer than ten (10) feet to any side street line. Subject to Paragraph B of this Section, no building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be located within three (3) feet of an interior lot line. However, in no event shall the sum of the side yard widths on any Lot be less than fifteen (15) percent of the width of the Lot (except in the case of a garage or other

permitted accessory building set back sixty (60) feet as above prescribed). This distance shall be measured (to the nearest foot) along the front setback line shown on the recorded plat. For the purposes of this covenant or restriction, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

B. "Zero Lot Line Detached". Upon prior written approval of the Architectural Control Committee, improvements may be constructed so as to have one outside wall abutting the side property line designated as the "zero setback line" for that Lot, except in the case of corner Lots or unless a different layout is authorized in writing by the Architectural Control Committee. Corner lots may have a "zero setback line" opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall not be less than six (6) feet from the dwelling or appurtenant structure on any contiguous Lot(s). No windows, doors or other openings may be placed in the wall built on or parallel to the zero setback line unless the wall is a minimum of three (3) feet from the zero setback line except that walls on the zero setback line may have an opening if such wall faces onto a reserve or easement.

The side wall of the dwelling or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material as approved by the Architectural Control Committee. The owner of any adjacent Lot shall not attach anything to a side wall or fence located upon the zero setback line; nor shall the Owner of any adjacent Lot alter in any manner, i.e. structure, color, material or otherwise, a side wall or fence located upon the zero setback line without the (i) written approval of the Architectural Control Committee and (ii)

written consent of the adjoining Lot Owners.

C. "Zero Lot Line - Attached". Upon prior written approval of the Architectural Control Committee, improvements may be constructed on two adjoining Lots, each abutting the common "zero lot line". The two owners of each building shall be responsible for the maintenance of the exterior of their building. No change of paint or roof color will be permitted without approval by the Architectural Control Committee. No maintenance, repairs or painting shall be done by one owner without the consent of the other owner. Each owner (unit) shall have one vote in all matters of exterior maintenance, repairs and painting, and the cost of these repairs. If the two owners (units) cannot agree on the maintenance, repairs, and painting, then the owner (unit) that deems that the work needs to be accomplished shall prepare a written description and cost of the work to be accomplished and submit same to the Architectural Control Committee. The Architectural Control Committee shall rule on the need for accomplishing the work and shall set the time frame to accomplish the work if the work is required. Their ruling shall be binding on both owners. In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in the manner satisfactory to the Board of Directors of the Association, the Board of Directors, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, within sixty (60) days of the written notification to said owner, through the Association's agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Each wall and roof which is built as a part of the original

construction of the zero lot line attached building upon the Properties and placed on the dividing line between the Lots shall constitute a common wall and roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a common wall or roof shall be shared by the owners who make use of the wall and roof equally. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any owner who has used the wall or roof may restore it, and if the other owner thereafter makes use of the wall or roof, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In addition, for attached zero lot line buildings, the total exterior of both properties must be completely restored to their original condition before the destruction that resulted from fire or other casualty. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who, by his negligence or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title. Arbitration. In the event of any dispute arising concerning a common wall or roof, or under the provisions of this Section, the Architectural Control Committee, as set forth under Article IV herein, shall have full and complete authority in handling said dispute and the decision of the Architectural

Control Committee must be rendered on or before sixty (60) days following written notification of the Architectural Control Committee by one or both property owners involved.

No electrical lines or plumbing shall be placed into the common wall between the attached residences (being the wall situated on the lot line) which connect or serve both residences, provided, however, that electrical outlets may be located on said wall provided they service the residence in which they open.

Section 5. A. Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee.

B. Resubdivision of Lots. No Lot shall be resubdivided, nor shall any building be erected or placed on any such resubdivided Lot, unless each building site resulting from such resubdivision, shall have a minimum width of not less than forty-five (45) feet at the front building lines; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties by the Owner thereof prior to construction of residence(s) thereon if such resubdivision results in each resubdivided Lot or building site having the minimum Lot width aforesaid. Any such resubdivision must be approved by the Architectural Control Committee.

Lots or building sites resulting from composition or resubdivision of platted Lots which have not been replatted of record may be described by metes and bounds; provided that the Federal Housing Administration and/or the Veterans Administration

consent thereto.

002-87-0403

Section 6. Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements.

Further, as to Lots and the Common Area adjoining Lots with improvements situated thereon, the zero setback line shall be subject to a three (3) foot access easement for the construction, repair and maintenance of improvements located upon any adjacent Lot where said improvements are located on the "zero setback line" of the adjacent Lot. The zero setback line owner must replace any fencing, landscaping or other items on the adjoining Lot that he may disturb during the construction, repair or maintenance. Additionally, this easement, when used, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. Except in the event of an emergency, the zero setback line owner must notify the Owner of the adjacent Lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty-four (24) hours before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays. In the event of an emergency, no such notice is necessary.

Section 7. Prohibition of Trade and Offensive Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be

002-87-0404

permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 8. Use of Temporary Structures. No structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than eight (8) feet in height and one hundred twenty (120) square feet of floor space and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and slightly and shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

Section 9. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat trailer, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

Section 10. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 11. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the

domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept.

Section 12. Walls, Fences and Hedges. No wall, fence or hedge shall be erected or maintained nearer to the front lot line than the front building line on such Lot, nor on corner Lots nearer to the side lot line than the building set back line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height unless otherwise approved by the Architectural Control Committee. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Declarant or its assigns, shall pass ownership with title to the Lot and it shall be owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 13. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner lots.

Section 14. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default

continuing after ten (10) days' written notice thereof, Declarant or its assigns, may without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof.

Section 15. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

Section 16. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Declarant or its assigns, may maintain, as long as it owns property in COUNTRYSIDE, SECTION FOUR (4), in or upon such portion of the Properties as Declarant

may determine such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling houses in COUNTRYSIDE), to use residential structures, garages or accessory buildings for sales offices and display purposes but all rights of Declarant and of any builder acting with Declarant's permission under this sentence shall be operative and in effect only during the construction and initial sales period within the area composed of COUNTRYSIDE, SECTION FOUR (4).

Section 17. Roofing Materials. The roof of any building (including any garage or servant's quarters) shall be constructed or covered with asphalt or composition type shingles comparable in color to wood shingles. The decision of such comparison shall rest exclusively with the Architectural Control Committee. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee.

Section 18. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses or buildings. Television antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole.

Section 19. Underground Electric Service. An underground electric distribution system will be installed in that part of COUNTRYSIDE, SECTION FOUR (4), designated Underground Residential Subdivision, which underground service area shall embrace all

Lots in COUNTRYSIDE, SECTION FOUR (4). The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each such Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/140 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon developer's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwelling and/or townhouses expressly excludes, without limitation, mobile homes and

duplexes). Therefore, should the plans of Lot owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Developer has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the electric company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot, plus (2) the cost of rearranging and adding any electric facilities servicing such Lot, which rearrangement and/or addition is determined by the company to be necessary.

### ARTICLE III

#### RUSTIC OAKS HOMEOWNERS ASSOCIATION

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Holders of

future interests not entitled to present possession shall not be considered as Owners for the purposes of voting hereunder.

Class B. The Class B member(s) shall be Declarant or its successors or assigns and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding the Class A membership equal the total votes outstanding in the Class B membership including the duly annexed areas;

(2) on January 1, 1990;

provided however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or common area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (a) and (b) of this Article, whichever occurs first.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, in the case of each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interests, costs and reasonable attorneys' fees, shall also be the personal obligation of the

person who was the Owner of the Lot at the time when the assessment fell due. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the RUSTIC OAKS HOMEOWNERS ASSOCIATION, without recourse on Declarant in any manner for the payment of said charge and indebtedness.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$150.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by an amount equal to not more than ten percent (10%) above the maximum annual assessment which could have been made without a vote of the membership in the case of the previous year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased to an amount in excess of ten percent (10%) of the maximum assessment for the previous year by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special

assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, if any, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be mailed (by U.S. first class mail) to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting to each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. All Lots in COUNTRYSIDE, SECTION FOUR (4), shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in COUNTRYSIDE, SECTION FOUR (4), owned by Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 hereof. Improved Lots in COUNTRYSIDE, SECTION FOUR (4), which are not occupied by a resident and which are owned by Declarant,

a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be payable in advance and shall commence as to all Lots in COUNTRYSIDE, SECTION FOUR (4), on the first day of May, 1984. Subsequent assessments shall also be payable in advance and shall be due on January 1st of each ensuing year. The annual assessment shall be adjusted according to the number of months remaining in the then current calendar years. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The payment dates shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for

the assessments provided for herein by non use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common area, if any, which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any.

(b) The right of the Association to suspend the voting

rights and right to use of the recreational facility by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Galveston County Texas.

(d) The right of the Association to collect and disburse those funds as set forth in Article IV.

Section 4. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the RUSTIC OAKS HOMEOWNERS ASSOCIATION, his right of enjoyment to the Common Area, if any, and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 5. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the Lots within COUNTRYSIDE, SECTION FOUR (4), and thereafter by an instrument signed by those Owners owning not less than sixty percent (60%) of the Lots within COUNTRYSIDE, SECTION FOUR (4). No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has