

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WILLOW WOOD VILLAS**

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THE STATE OF TEXAS:

KNOWN ALL MEN BY THESE PRESENTS THAT

COUNTY OF HARRIS:

This First Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Amended Declaration") is made on the date hereinafter set forth by the Willow Wood Villas Owners Association, Inc., hereinafter referred to as "the Association".

WITNESSETH

WHEREAS, on the 30th day of October, 1984, The Kenilworth Corporation as Declarant, filed that certain Declaration of Covenants, Conditions and Restrictions under Harris County Clerk's File No. J757646 of the Official Public Records of Real Property of Harris County, Texas (the "Original Declaration"), reference to which is here made for all purposes; and

WHEREAS, the Original Declaration erroneously made references and granted certain powers to Willow Bend Townhomes and Willow Bend Townhome Owners Association, Inc., wherein such references and grants of powers should have been to Willow Wood Villas and Willow Wood Villas Owners Association, Inc., and

WHEREAS, by this First Amended and Restated Declaration of Covenants, Conditions and Restrictions, the Association desires to amend, restate and correct certain errors in the Original Declaration; provide for the preservation of values and amenities in the said community of Willow Wood Villas; and for the maintenance of the Common Area and to this end desires the real property to continue to be subject to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration as hereinafter amended and restated, each and all of which is and are for the benefit of the property and each owner thereof; and

WHEREAS, Willow Wood Villas Owners Association, Inc., desires to provide for the preservation of values and amenities in the said community, to manage an agency which will be delegated and assigned the powers of maintaining and administering the Common Area and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created and created under the Original Declaration; and

WHEREAS, Willow Wood Villas Owners Association, Inc. has been incorporated under the laws of the State of Texas, as a Non-Profit Corporation, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, The Association, having first received the approval of at least ninety percent (90%) of the Townhome owners of Willow Wood Villas, hereby adopt this First Amended and Restated Declaration of Covenants, Conditions and Restrictions and

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declares that all of the real property described in the Original Declaration shall be subject to the following easements, restrictions, covenants, and conditions, which are made for the purposes aforesaid and which will run with the real property and be binding on all parties having any right, title or interest in the above described real property or any right, title or interest in the above described real property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I.

SECTION 1. "Association" shall mean and refer to WILLOW WOOD VILLAS OWNERS ASSOCIATION, INC., and its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. If the holder of an interest as security for the performance of an obligation acquires the fee simple title, whether by foreclosure, deed or in any other manner, said holder should then be deemed to be an owner.

SECTION 3. "Properties" shall mean and refer to all that certain real property described as being within the boundaries of WILLOW WOOD VILLAS, a subdivision in Harris County, Texas, recorded in Volume 326, Page 84 of the plat records of Harris County, Texas.

SECTION 4. "Common Area" shall mean and refer to all property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows:

All of the property described in the plat of WILLOW WOOD VILLAS, a subdivision in Harris County, Texas, recorded in Volume 326, Page 84 of the plat records of Harris County, Texas, SAVE AND EXCEPT that certain 1.68 Acre tract shown as Restricted Reserve A on the aforementioned plat and any portion of such building site, hereinafter described as a "lot", "building", "building site" or "Townhome", and said common area shall include for example, but not by way of limitation, all recreational facilities, community facilities, swimming pools, tennis courts, pumps, trees, landscaping, shrubs, pipes, wires, conduits, and other public utility lines situated thereon. The Common Area shall be devoted to the common use and enjoyment of the owners.

SECTION 5. "Townhome" or "Parcel" shall mean and refer to any one or more of the eighteen- (18) building sites, and any other future buildings developed by the Association, shown on the plat of Willow Wood Villas, a subdivision in Harris County, Texas, recorded in Volume 326, Page 84 of the plat records of Harris County, Texas, on which there is, or will be constructed a one to four family townhouse which is to be individually and separately owned.

SECTION 6. "Townhouse" shall mean and refer to a residential unit within a Townhome.

SECTION 7. "Original Declarant" shall mean and refer to the Kenilworth Corporation, a Texas corporation, its successors and assigns referred to in the Original Declaration.

SECTION 8. "First Mortgage Holder" shall mean the holder of a purchase money or improvement mortgage secured by a first lien on a building site.

SECTION 9. "Restricted Reserve A" shall mean that certain 1.68 acre tract shown as Restricted Reserve A on the plat of Willow Wood villas, a subdivision in Harris County, Texas, recorded in volume 326, Page 84 of the plat records of Harris County, Texas.

ARTICLE II PROPERTY, RIGHTS

SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT. Every owner will have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Townhome, subject to the following provisions:

- (a) The right of the Association to charge reasonable admissions and other fees for the use of any recreational facility situated on the Common Area;
- (b) The right of the Association to limit the number of members' guests;
- (c) The right of the Association to suspend the voting rights and right to use the Common Area facilities by the owner for any period during which any assessment or other charge against his Townhouse remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area 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 the members agreeing to such a dedication and transfer has been recorded.
- (e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the homeowners hereunder and shall be subject to the approval of all holders of 1st mortgage liens on the Townhome units.
- (f) The right of the Association, through its Board of Directors, to determine the time and manner of use of the Common Area by Its Members.

SECTION 2. DELEGATION OF USE. Any owner may delegate, in accordance with this section and the By-Laws, his right of enjoyment to the Common Area and facilities:

- (a) To the members of his family, who reside on the property.
- (b) To his tenant or contract purchasers who reside on the property, if the written lease or contract for purchase contains a covenant that the tenant or contract purchasers has been furnished copies of this instrument, the By-Laws of the Association and the Rules of Association and the tenant or contract purchaser shall covenant to comply with the covenants, conditions and restrictions, the By-Laws, Rules and Regulations of the Association. Owner must provide the Association with the name and phone numbers of the tenants living in his/her unit.

SECTION 3. TITLE TO THE COMMON AREA AND RESERVE A. As a right running with the real property, the ownership of each Townhome shall entail the use and enjoyment of all walks, stairs, pavement, driveways, parking areas, entrances, and exits owned by the Association and there shall always be access by both pedestrians and vehicles to and from each lot to a street dedicated to public use without hindrance of such communication ways by the Association and/or owners of townhouses. Title to the Common Area and Reserve A shall remain undivided in the Association for the purpose of preserving the rights of the owners with respect to their use and enjoyment of the Common Area. Further use, development or disposition of Reserve A shall be presented at a regular or special meeting of the members for discussion and approval. Any use, development or disposition of Reserve A shall require approval of two-thirds (2/3) vote of the votes of the members who are voting in person or by proxy at a regular meeting or special meeting duly called for this purpose. .

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP. Every owner of a Townhome, 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 Townhome, which is subject to assessment.

SECTION 2. VOTING RIGHTS. All owners shall be entitled to one vote for each Townhome owned. The vote for such Townhome shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Townhome.

SECTION 3. ASSOCIATION TO BE FURNISHED COPY OF DEED. In the event of the conveyance of any Townhome, the Association is to be furnished a copy of the Deed, or other proof of ownership.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Association, for each Townhome owned within the Properties, hereby covenants, and each owner of any Townhome, whether current or by acceptance of a deed after the date this Amended Declaration is recorded in the office of the County Clerk of Harris County, Texas, therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) fines assessed pursuant to Article VIII, Section 16, such assessments, other charges and fines/ to be established and collected as hereinafter provided. The annual assessments, other charges and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments or charges levied by the Association shall be used for the preservation of the values and to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the Townhomes situated upon the Properties.

SECTION 3. MAXIMUM ASSESSMENT.

- (a) The maximum annual assessment may be increased annually at the time of the Annual Homeowners Association Meeting by the Board of Directors, without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, DC) from the preceding month of January.
- (b) The maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors 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 assessments authorized above, the Association may levy, in any

assessment year and applicable to that year only, a special assessment applicable 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 or Restricted Reserve A, 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 of the 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 Section 3 and 4, shall be sent to all members not less than 10 days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all owners, based on the number of Townhomes owned in the complex.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The Board of Directors shall fix the amount of the annual assessment against each Townhome at least thirty (30) days in advance of each new assessment period. Written notice of the new annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association, or its nominee, shall collect each month from the owner of each Townhome, one-twelfth (1/12) of the annual assessment for such Townhome commencing on the 15th day of the second month following the date the annual assessment is fixed by the Board of Directors. The Association, upon demand, and for a reasonable charge, furnishes a certificate signed by an officer of the Association setting forth whether the assessments on a specified Townhome have been paid. Such certificates shall be conclusive evidence of payment of any assessments therein stated to have been paid.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS, REMEDIES OF THE ASSOCIATION. Unless otherwise established by the Board of Directors, Assessments are due on or before the 5th day of each month. Any assessments which are not paid by the 15th day of the month shall be subject to a late charge of \$15.00. Assessments not paid by the 15th day of the month following the due date of the assessment shall bear interest from the 16th day of the month, at the lesser of (a) the rate established by the Board of Directors at the annual meeting, and (b) if no rate is established at the rate of twelve percent (12%) per annum or (c) the maximum rate of interest allowed by law, whichever is less. 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. Each such owner, by his acceptance of a deed to a Townhome, hereby expressly vests in the WILLOW WOOD OWNERS ASSOCIATION, INC., or its agents, the rights and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien against such real property, and such owner hereby grants to the Association a power of sale in connection with said lien. The lien provided for in this declaration shall be in favor of the Association and shall be for the benefit of all other Townhome owners. The Association, acting on behalf of the Townhome owners, shall have the power to bid on the Property foreclosed at foreclosure sale and to acquire and subject to the provisions of Section 209.011 of the Texas Property Code, hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium. 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 Townhome.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money or construction loan first mortgage. Sale or transfer of any Townhome shall not affect the assessment lien. However, the sale or transfer of any Townhome pursuant to a 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 Townhome from liability for any assessments thereafter becoming due or from the lien thereof. The Association, upon receipt of a written request, shall notify the holder of a first lien on a Townhome of any default by the owner in the performance of the covenants herein, which default is not cured within thirty (30) days.

SECTION 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by a local public authority, and the Common Area, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

SECTION 11. MANAGEMENT AGREEMENTS. The Board of Directors may, from time to time, enter into a management agreement with a responsible third party or parties for management of the day-to-day-affairs of the Association, including but not limited to the collection of assessments, other charges and maintenance of the Common Areas. Each owner of a Townhome hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each owner. Any and all management agreements entered into by the Association shall provide that said agreement may be canceled, prior to the expiration of said agreement, by the Board of Directors or by an affirmative vote of sixty percent (60%) of the votes of the Members of the Association. Any and all management

agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

SECTION 12. INSURANCE. Each individual homeowner must obtain insurance for both the inside and outside of the unit. However, should conditions change whereby the Board determines that, subject to availability at insurance premiums the Board determines to be economical, to secure an insurance underwriter for the exterior of the buildings, the homeowners will then, not be required to purchase insurance covering the exterior of the buildings. Therefore, if and when this occurs, the Board of Directors, or its duly authorized agent, shall have the authority to, and shall obtain insurance covering all of the insurable improvements on properties, including all townhouses against loss or damage by fire or other hazard in an amount sufficient to cover the full replacement cost or any repair or reconstruction, in the event of damage or destruction from any hazard. The Board of Directors shall also obtain a broad form public liability insurance covering all of the properties, and all damage or injury caused by negligence of the Association or its agents. The insurance may also include coverage against vandalism.

All insurance coverage, including insurance on individual townhouses obtained by the Board of Directors, shall be written in the name of the Association. In the event that individual townhouse owners shall furnish proof of adequate insurance coverage to the Board of Director's complete satisfaction, then the Board shall not be required to obtain insurance on such individual townhouses. Insurance obtained on such individual townhouses by the owner may be written in the name of the individual owner. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be a part of the common expense but shall be an expense of the specific townhouse or townhouses, so covered and a debt owed by the owner to the Association. The debt for insurance shall be a charge upon the land and a lien to secure its payment is hereby created. The debt shall become a personal obligation of the owner and if not paid within thirty (30) days shall bear the same interest and be foreclosed in the same manner as the liens for maintaining assessments as set forth in Section 8 of this article. This lien shall be subordinate to the lien of any purchase money and/or mortgages, In addition to the aforesaid insurance to be carried by the owners and/or the Association, an owner may, if he/she wishes, at his/her own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his/her own expense to provide, as he/she sees fit, homeowner's liability insurance, theft and other insurance covering personal liability, damage and loss. In the event of damage or destruction by fire or other casualty to any property by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damages or destroyed portions of the property to as good condition as formerly.

Should the Board of Directors purchase a "blanket policy" all insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution

are insured by Federal Governmental agency, with the proviso agreed to by said bank or institution that the funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required (at the Board's election) to provide full performance and payment bonds, for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of the repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 1, above, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event that the insurance proceeds exceed the cost of repair and reconstruction, the excess shall be paid over to the respective mortgages and owners of the damaged townhouses as their interest may then appear.

In the event of damage or destruction by fire or other casualty to any townhouse, garage, storage area or other property covered by insurance written in the name of an individual owner, said owner, shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the garage, storage area and exterior of the townhouse in a good and workmanlike manner in conformance with the original plan specifications of said townhouse. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse, garage and storage within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by the owner to repair and rebuild any such townhouse and a garage and storage area in a good and workmanlike manner in conformance with their original plans and specifications. The owner shall then repay the Association in the amount actually expended for such repairs and the Association shall have a lien securing the payment of same identical to that provided above in this section securing the payment of insurance premiums, and subject to foreclosure as provided above.

ARTICLE V. PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall, if any, which is built as part of the original construction of the townhouses upon the properties and placed on the dividing line between the lots 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. The owner of a townhouse shall not cut through or make any penetration through a party wall for any purpose whatsoever.

SECTION 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. WEATHERPROOFING. Notwithstanding any other provision of this article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

SECTION 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI ARCHITECTURAL CONTROL

No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any interior structural wall or exterior addition to, change, or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Internal structural walls and external structures include but are not limited to interior load bearing walls, doors, windows, sunscreens, garage doors, and party-wall fences. Garages and attics may NOT be converted to additional rooms to be used as livable quarters. Failure to obtain Board approval of any

and all restricted architectural changes may result in the Board having the right to remove, repair and return the property to its original state, at the homeowner's expense. In addition to the foregoing remedy, the Association may bring an action for injunctive relief.

ARTICLE VII. EXTERIOR MAINTENANCE

In addition to maintenance and insurance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to the assessment, hereunder as follows: trees, shrubs, grass, walks and other improvements. The exterior maintenance shall not include glass surfaces, doors and door fixtures, exterior lights and light fixtures, air conditioning, equipment, patios and associated hardware, nor shall it include shrubbery, trees or grass contained within patio fences or hardware used in connection with these items. The Association, its agents and assigns shall have access to every lot at all reasonable times to perform any and all maintenance required to be performed by the Association pursuant to this document. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his/her family, guests, invitees or tenants, the cost of such maintenance or repairs shall be added to and become, a part of the assessment to which the lot is subject. Specifically, outside doors may be replaced at the owner's expense with approval from the Board. Owner MUST paint outside of door to color of previous door. Maintenance of the exterior walls (exclusive of interior framing) and the roof is the responsibility of the Association, while the cement foundation is the responsibility of the homeowner. However, the homeowner may NOT make any repairs to the foundation, interior plumbing and interior of a Townhouse without the approval of the Board of Directors as this may have an effect on the stability of the foundations of adjoining units.

ARTICLE VIII. USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE ONLY. Said properties (except the Common Area) are hereby restricted to residential dwellings for residential use. The term "residential purposes" as herein used shall be held and construed to exclude any business, commercial, industrial, hospital, clinic, and/or professional uses and such uses excluded are hereby expressly prohibited. All buildings or structures erected upon said properties shall be of new construction and no building or structure shall be moved from old locations onto said properties and no subsequent buildings or structures other than townhouse buildings being one to four person townhouses shall be constructed, except for recreational

buildings in the Common Area. No structure of temporary character, trailer, recreational vehicles (RVs), boats, basement, tent, shack, garage, barn or other outside buildings shall be used on any portion of said properties at any time as a residence either temporarily or permanently.

SECTION 2. SEPARATE OWNERSHIP. Each Townhouse shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

SECTION 3. OCCUPANCY. No Townhouse shall be occupied by more than four (4) persons without prior written approval from the Board of Directors of the Association. Each owner covenants that all leases to tenants shall contain a provision limiting occupancy of the Townhouse to not more than four (4) occupants.

SECTION 4. NO NUISANCE. No nuisance shall ever be erected, caused or suffered to remain upon any portion of the properties nor shall an owner or resident's use of a townhouse endanger the health or disturb the reasonable enjoyment of any owner or resident, provided, however, that the Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or endangerment, and in so making its determination may consider that any loud or continuous barking, yelling, car honking, car/truck/vehicle engine revving or crying put out by any animal or human on the properties, to be a nuisance and may consider any other activity such as harassment, boom boxes and other loud music or peace disturbing noise, to be a nuisance. No part of the properties shall ever be used for any illegal or immoral purpose. There shall be no activity carried out at any time within the properties, which shall, in the opinion of the Board of Directors of the Association, contribute to the risk of fire or explosion.

SECTION 5. ANIMALS. No animals, poultry, livestock, wild exotics, rabbits or fowl of any kind shall be permitted at any time in any townhouse, except for that one household pet of a usually, customary common type may be permitted to be kept by each family as a personal family pet, restrained and contained within the Townhouse. Each household pet must be kept in the custody and control of an adult, by leash, or other means of physical control, when it is outside of the Townhouse or within the Common Area or within any adjacent public areas in the neighborhood. Homeowners are responsible to pick up pet waste both within their private patio and in common areas. Animals are NOT allowed in or around the pool area. No animal in any Townhouse shall be allowed to become a nuisance as provided in the preceding section. The Board of Directors has the right to remove any animal from the premises, if it is not under the control of the owner. The Harris County Animal Control will be notified and will remove the animal causing a nuisance.

SECTION 6. REFUSE AND GARBAGE. All rubbish, trash, or garbage shall be kept in sealed trash containers or screened by fencing on the private patio or in the garage, so as not to be seen from neighboring units and streets and shall be regularly placed for

removal, and shall not be allowed to accumulate thereon. Cat litter must be disposed of in plastic bags with normal trash removal. Plumbing repairs resulting from disposing of animal waste, including cat litter, shall be charged to the owner of the Townhouse.

SECTION 7. SIGNS OR BILLBOARDS. Other than as specifically provided in this Section, no sign or billboard of any kind shall be displayed to the public view on the properties. Two "For Sale" signs may be placed for a unit: one at the entrance to the complex indicating the unit number for sale, and one visible in the window of the unit that is for sale. For Sale signs must have a professional look and not be "hand made". The Association may place signs for safety of the homeowners, including: child watch signs, speed limit signs and other safety related signs.

SECTION 8. OUTSIDE CLOTHES DRYING. Drying of clothes shall be confined to individual patios and must be kept screened by adequate fencing so they cannot be seen from neighboring lots and streets.

SECTION 9. TELEVISION OR RADIO ANTENNA, SATELLITE DISH. Without prior written authorization of the Board of Directors, no television or radio antenna or satellite dish of any sort shall be placed, allowed or maintained on any portion of the exterior of the improvements located on the properties, nor upon any structure situated upon the properties. The Board of Directors has the authority to impose a monetary deposit to those residents authorized to place an antenna or satellite dish on Common Property. This deposit will be held in an escrow account to assure the antenna or satellite does not damage the Common Area. Antennas and satellite dishes must be placed in a position so they cannot be seen from the front of the unit.

SECTION 10. LANDSCAPING. Except in the individual patio area appurtenant to a Townhome and within a lot, no planting or gardening shall be done without the approval of the Board of Directors. Plants that become overgrown may be removed or trimmed at the discretion of the Board of Directors without being guilty of trespass. Trimming or removal of the plant will be at the expense of the owner.

SECTION 11. PARKING. No owner, member of his household, contract purchaser, or tenant, shall park any commercial vehicle, commercial truck, tractor, boat, camper, trailer or recreational vehicle at any place on the properties, other than in the owner's garage with the door fully closed with such vehicle inside. Control of "guest parking" shall be subject to regulations determined by the Board of Directors. No vehicle shall be parked on the streets or driveways in such a manner that it will obstruct ingress or egress by owners of townhouses, their families, guests or invitees except for the reasonable needs of emergency, construction or service vehicles for a time limited to as briefly as possible.

SECTION 12. MOTORIZED VEHICLE REPAIRS. No motorized vehicle repairs other than normal maintenance on vehicles owned by the owners or members of

their immediate households shall be allowed, and in no event shall there be any repairs conducted in any place other than the garage for each respective Townhouse owned by the owner of said vehicle. Normal maintenance includes tire change, air filter change, washing vehicles, and battery changes. Oil and oil filter changes are NOT permitted. No boat, golf cart, racing cart, go-cart, dune buggy or dragster, or other such vehicles shall be repaired, stored or in any manner operated on the properties. Nor shall any vehicle be operated on the properties without a muffler sufficient to meet the standards required by the State of Texas for the operation of motor vehicles on the public streets and highways of the State.

SECTION 13. REPAIR OF FIXTURES AND EQUIPMENT. All fixtures and equipment installed within a townhouse, commencing at the point where the utility lines, poles, wires, conduit or other systems enter the townhouse shall be maintained and kept on repair by the owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of another townhouse or impair any easement or hereditament (inherited property) nor do any act nor allow any condition to exist, which will adversely affect the other townhouses or their owners.

SECTION 14. NO OUTSIDE SPAS AND JACUZZIS. The installation of water spas and Jacuzzis or other recreational water facility in, on or around the complex or private patios, is strictly forbidden.

SECTION 15. PATIOS. All patios shall be kept in a clean condition. Only normal patio furniture; i.e. tables, chairs, may be kept on the patio of a townhouse. In no event shall patios be utilized for storage purposes.

SECTION 16. UNIFORM ENFORCEMENT. No action shall at any time be taken by the Association or its Board of Directors, which in any manner would unfairly or unlawfully discriminate against any owner or owners in favor of the other owners. Violation of any restriction, condition, or covenant herein, shall give WILLOW WOOD VILLAS OWNERS ASSOCIATION, INC. and its assigns the right to enter upon the premises where such violation exists and summarily abate or remove the same at the expense of the owner of said properties and such entry and abatement shall not be deemed to trespass. The Board of Directors may establish and impose fines for violation of any restriction, condition or covenant herein in subject to the provisions of Section 209.006 of the Texas Property Code.

ARTICLE IX. EASEMENTS

SECTION 1. ENCROACHMENT EASEMENTS. Each Townhouse and properties included in the Common Area shall be subject to an easement for encroachment

created by construction, and overhangs, as designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

SECTION 2. BLANKET EASEMENT. There is hereby created a blanket easement upon, across, over and under all of said properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephone, cable and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said properties and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhomes and the townhouses located thereon. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Areas in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, or other utilities may be installed or relocated on said properties except as initially programmed and approved by the Association's Board of Directors, should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, the Board of Directors shall have the right to grant such easement on said properties without conflicting with the terms hereof. The easements provided for in this ARTICLE IX shall in no way affect any other recorded easement on said properties.

SECTION 3. UNDERGROUND ELECTRICAL SERVICE.

- (a) Underground single phase electric service shall be available to the aforesaid townhomes and to the recreation facilities, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have a two (2) foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the townhouse structure
- (b) For so long as such underground service is maintained, the electric service to each townhouse and the recreation facilities shall be uniform and exclusively the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.
- (c) Easements for the underground service may be crossed by driveways, walkways, fences, patios and garages according to arrangements with the utility company providing the electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways, driveways, and the utility company shall not be liable for any damage done by their assigns, agents,

employees or servants to shrubbery, trees, flowers, or other improvements located on the properties covered by said easements.

ARTICLE X.
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Board of Directors of the Association and each owner shall have the right to enforce, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or 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. CONSENT OF LIEN HOLDER. Notwithstanding any other provision herein contained, unless the Association has obtained the prior written consent of at least seventy-five percent (75%) of the first mortgage holders, (based upon one vote for each first mortgage), the Association shall not by act or omission seek to abandon, partition, subdivide, encumber or transfer real estate or improvements which are owned either directly or indirectly by the Association as Common Area, nor shall it change the method of determining the obligations for assessments, dues, obligations or other charges which may be levied against an owner, nor shall the Association by either act or omission, change, waive or abandon any scheme or regulations or enforcement thereof pertaining to architectural design, exterior appearance, the exterior maintenance of units, party walls, or the upkeep of lawns and plantings in the Common Area. The Association, upon receipt of a written request, shall notify the first mortgage holder on a Townhome of any default by the owner in the performance of the covenants herein, which default is not cured within thirty (30) days.

SECTION 3 AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the properties, for a term of thirty (30) years from the date the Original Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 75% of the Townhome owners. The Association may make amendments to this Declaration for the purpose of correcting any minor errors in description of easements, to provide for orderly development, to correct description or to make this instrument conform to actual usage. Any amendment must be recorded in the office of the County Clerk of Harris County, Texas.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 5. ANNEXATION OF ADDITIONAL PROPERTIES. Additional lands may become subject to this declaration in the following manner:

- (a) Additions: Upon approval in writing of the Association pursuant to a vote of its members as provided in the Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file a Supplementary Declaration of Covenants, Conditions and Restrictions describing such additional property and containing such complementary additions and modifications of the covenants and restrictions as contained in this Declaration as may be necessary to reflect the different character, if any, of the properties which are added and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the herein described properties. Such supplementary Declaration shall not be binding upon the Association and unless properly executed by the officers of the Association pursuant to a vote of the members as provided in the Articles of Incorporation.
- (b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of the law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the existing properties.

SECTION 6. EFFECTIVE DATE: This First Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be effective as of the date of execution shown below. Any conditions existing as of the Effective Date which would be in violation of or inconsistent with this Amended Declaration shall be deemed "grand fathered" approved as of the Effective Date.

IN WITNESS WHEREOF, The Willow Wood Villas Owners Association, Inc., after first having received written approval of this First Amended and Restated Declaration of Covenants, Conditions and Restrictions from not less than ninety percent (90%) of the Townhome owners and pursuant to the authority granted by said Townhome owners, has caused this instrument to be executed by its proper officers thereunto duly authorized by resolution of its Board of Directors and to be attested by its Secretary on this the 1st day of February, 2005.

ATTEST:

WILLOW WOOD VILLAS OWNERS ASSOCIATION, Inc.

By: Carol Phillips
Carol Phillips, Secretary

By: Wendy E. Roloff
Wendy E. Roloff, President

By: Sharon G. Merchant
Sharon G. Merchant, Vice President

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PP 881-85-8766

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

County Clerk
COUNTY CLERK
HARRIS COUNTY, TEXAS

05 FEB - 1 PM 2:53

FILED

BEFORE ME, the undersigned authority, on this day personally appeared Wendy Roloff, President and Sharon Merchant, Vice President of the WILLOW WOOD VILLAS OWNERS ASSOCIATION, INC., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office, this 1st day of February AD 2005

Judith Hilliard
NOTARY PUBLIC, STATE OF TEXAS

