

**Champions  
Colony East, Inc.  
Deed Restrictions**

**Preamble:**

The residential community known as Colony East, Inc. subdivision, in Harris County, Texas, does hereby amend and modify the restrictions, covenants, and conditions for all sections to bring about uniformity in the regulation of said residential community.

The owners in the residential community known as Colony East, Inc. subdivision, desiring to carry out a uniform plan for the improvement and use of all of the land in said Champions Colony II (Colony East, Inc.) subdivision for the benefit of the present and future owners, do hereby covenant and agree with each other to adopt the following amended reservations, restrictions, covenants, conditions, and easements to apply uniformly to the use, occupancy and conveyance of all Lots in Colony East, Inc. subdivision, and each contract or deed which has heretofore been, or may hereafter be executed with regard to any of the Lots in said Colony East, Inc. shall be conclusively held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenants, conditions, easements, liens and charges regardless of whether or not said reservations, restrictions, covenants, conditions, easements, liens and charges are set out in full in said contract or deed.

**COLONY EAST, INC.  
Covenants, Conditions and Restrictions**

**Article I**

**Definitions**

**Section 1**

1. **ANNUAL MAINTENANCE CHARGE** – The annual assessment made and levied by the Board of Directors against each Owner and his Lot in accordance with the provisions of this Declaration.
2. **ARCHITECTURAL REVIEW COMMITTEE** – The Architectural Review Committee is the current Board of Directors and is empowered in accordance with Article III of this document.
3. **BOARD OF DIRECTORS** – Shall mean Colony East, Inc. its successors and assigns. The Board of Directors is elected according to its By-Laws and is the governing body of the Community. The Board of Directors has the power to interpret and enforce all provisions in this amended declaration of the covenants, conditions, and restrictions. The Board's decision on enforcement and interpretation of the amended declaration of covenants, conditions, and restrictions shall be conclusive and binding on all parties. The Board of Directors can employ individuals, professions, or managers to assist it in enforcing the amended declaration of covenants, conditions, and restrictions, and carrying out its responsibilities as stated in the amended declaration of covenants, conditions, and restrictions.
4. **BUILDER** – A person or entity who either purchases a Lot within the Community for the purpose of constructing a Residential Dwelling thereon or is engaged by the Owner of a Lot within the Community for the purpose of constructing a Residential Dwelling on the Owner's Lot.

5. **RETAINING WALL** – The retaining wall constructed around all the lots comprising Colony East.
6. **BYLAWS** – Include how the Board of Directors shall interpret and enforce all provisions governing the Colony East, Inc. subdivision.
7. **COMMON AREA** – Any real property and improvements thereon owned or maintained by the Association for the common use and benefit of the Owners.
8. **COMMUNITY** – The Property, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto.
9. **DECLARANT** – Colony East, Inc., a Texas Corporation, its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas.
10. **Vote** – Each Lot, as recorded on the plat, will have only one vote, to be cast by the Owners.
11. **Eligible Voters** – shall mean a Colony East, Inc. subdivision Lot Owner in good standing in the community, i.e., no Colony East, Inc. liens on the property, all Maintenance Fees or Special Assessments current, no deed restriction violations, and no costs and attorney fees are owed to Colony East, Inc.
12. **GUIDELINES** – Architectural and/or builder guidelines originally established by Declarant for the purpose of outlining the minimum acceptable standards for a Residential Dwelling and has architectural control authority over new Residential Dwelling construction, whichever is longer, the Board shall have the authority to revise Guidelines from time to time as deemed appropriate; provided that, any revisions to the Guidelines shall be applied prospectively, not retroactively.
13. **IMPROVEMENT** – Any Residential Dwelling, building, structure, fixture, or fence, any transportable structure placed on a Lot, whether or not affixed to the land, and any addition to or modification of an existing Residential Dwelling, building structure, fixture or fence.
14. **LOT OR LOTS** – Each of the Lots shown on a recorded Plat and restricted to single-family residential use.
15. **MAINTENANCE FUND** – Any accumulation of the Annual Maintenance Charges collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Declaration.
16. **MEMBER OR MEMBERS** – All Owners are Members of the Association.

17. **MORTGAGE** – A security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Harris County, Texas and creating a lien or security interest encumbering a Lot and some or all improvements thereon.

18. **OWNER OR OWNERS** – Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner or fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

19. **PLANS** – The final construction plans and specifications (including a related site plan) of any Residential Dwelling or other improvement of any kind to be erected, placed, constructed, maintained or altered on any lot.

20. **PROPERTY** – Champions Colony II, a subdivision in Harris County, Texas as shown on the Plat and any other property that may be subjected to the provisions of this Declaration by annexation document, duly executed by Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas. There are a total of 45 Lots that are created and made a part of Property, the subject of this Declaration, and the jurisdiction of the Association.

21. **RESIDENTIAL DWELLING** – The single family residence and appurtenances constructed on a Lot to be used for single-family residential purposes.

22. **RULES AND REGULATIONS** – Rules adopted from time to time by the Board concerning the management and administration of the Community for the use, benefit and enjoyment of the Owners, including Rules and Regulations governing the use of any Common area

23. **SPECIAL ASSESSMENT** – An assessment levied by the Board of Directors in accordance with By-Laws.

24. **UTILITY COMPANY OR UTILITY COMPANIES** – Any public entity, utility district, governmental entity or one or more private entities that regulate, provide or maintain utilities and drainage.

## **Article II Deed Restrictions**

### **Section 1**

1. **Enforcement:** The Board of Directors shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association to enforce any covenant, reservation, condition, easement, lien, charge or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

2. **Severability:** Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
3. **Duration:** The provisions of this Declaration, shall run for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to Section 2.04.
4. **Amendment Process:** This Declaration may be amended, by an instrument signed by a simple majority of the total Eligible voters. No person shall be charged with notice of or inquiry with respect to any amendment until it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.
5. **Books and Records:** The books, records, and papers of the Association shall, with reasonable notice and a proper purpose stated in writing, be subject to inspection by any Owners during reasonable business hours. The Articles of Incorporation, By-laws of the Association and this Declaration shall be available for inspection by any Owner at the home/office of the current Association President.
6. **Interpretation:** If within this Declaration any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the other provisions, general purposes, and objectives of this Declaration shall govern.
7. **Omissions:** If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from, it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
8. **Notices:** Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner in the records of the Association at the time of such mailing.
9. **Violation of Declaration:** Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate this Declaration, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Attorney fees, court costs, expenses, and interest at the maximum lawful rate, and other costs incurred by such enforcement, before or after a lawsuit is filed, shall be a lien on the property and the personal obligation of the Owner violating or intending to violate these Restrictions. Such enforcement may be by the Association or by any Owner. The failure of any person entitled to enforce this Declaration, to enforce the same, shall in no event be deemed a waiver of the right to enforce this Declaration by such Owner or other Owners thereafter.

### **Article III**

**Section 1.** The Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration:

- A. **SINGLE FAMILY RESIDENTIAL USE.** Each owner shall use his Lot and the Residential Dwelling on his Lot for single family residential purposes only. As used herein, the term "single family residential purposes" be deemed to specifically prohibit, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity of any type is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling for residential purposes. As used herein, the term "unobtrusive" means without limitation, that there is no business, professional or commercial related sign, logo or symbol displayed on the Lot; there is no business, professional or commercial related sign, logo or symbol displayed on any vehicle on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional, or commercial related purpose on any regular basis; and the conduct of the business, professional, activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

No owner shall use or permit such Owner's Lot or the Residential Dwelling or other improvement on the Lot to be used for any purpose that would (i) void any insurance in force with respect to the Community; (ii) make it impossible to obtain any insurance required by the Deed Restrictions; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of the provisions of the Deed Restrictions or any applicable law or (v) unreasonably interfere with the use of occupancy of the Community by other Owners.

An Owner of a Lot shall be entitled to lease the Lot and the Residential Dwelling constructed on the Lot only for single family residential purposes. No Owner shall be permitted to lease the Owner's Lot for hotel or transient purposes. For purposes of this Section, any lease term that is less than six (6) months shall be deemed to be a lease for hotel or transient purposes. Every lease shall provide that the leases shall be bound by and subject to all the obligations under the Deed Restrictions and a failure to do so shall be a default under the lease. The Owner making such lease shall not be relieved from any obligation to comply with the provisions of the Deed Restrictions. No Owner shall be permitted to lease a room in the Residential Dwelling on a Lot or any portion less than the entirety of the Lot and Residential Dwelling and other improvements on the Lot.

Unless otherwise approved in writing by the Board of Directors, not more than one (1) full-time, live-in domestic worker, "nanny" or the like shall be entitled to reside on a Lot for purposes of this Section, a domestic worker, nanny or the like shall be considered an immediate member of the family occupying the Lot.

No garage sale, rummage sale, estate sale, moving sale or similar type of activity is permitted on a lot.

- B. **PASSENGER VEHICLES.** The term "passenger vehicle" is limited to (a) vehicles which display a state issued license plate. (b) sport utility vehicle used as a family vehicle. c) pick-

up truck is limited to a one (1) ton capacity pick-up truck which has not been adapted or modified for commercial use. Residents' car(s) and other vehicles shall be parked in the car-ports or on the concrete portion of any Lot. No passenger vehicle or pick-up truck owned or used by the residents of a Lot shall be permitted to be stored on any street in the community. As used herein, "stored on any Street" means a period longer than twenty-four (24) consecutive hours. No inoperable vehicle of any kind shall be parked, kept or stored on a Lot, including mobile home trailer, utility trailer, recreational vehicle, boat or the like shall be parked or kept stored.

- C. TRASH. All trash or garbage shall be placed in tied trash bags inside a covered container located next to the carport of each Lot. Large item pick-up will be picked up on your curb the day of trash pickup or placed on: (1) the walk located at the Maintenance Shed in the Common area or (2) on the golf path near the curb.
- D. CLOTHES DRYING. No outside clothesline or other outside facility for drying or airing clothes shall be erected on a lot.
- E. RIGHT TO INSPECT. During reasonable hours, any member of the Board or any authorized representative of any of them, shall have the right to enter upon and inspect a Lot, and the exterior of the improvements thereon, for the purpose of ascertaining whether or not the provisions of the Deed Restrictions have been or are being complied with. The right of inspection shall not be exercised unless the Owner of the Lot has been provided not less than twenty-four (24) hours' notice of the intent to inspect the Lot, provided that, except in the case of a bona fide emergency. The Board or authorized representative shall not be deemed guilty of trespass by reason of such entry
- F. ANIMALS. A reasonable number of generally recognized house pets consistent with the City of Houston may be maintained on a Lot but only if they are kept thereon solely as domestic pets and not for commercial purposes. No generally recognized house pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No domestic household pet, dog or cat shall roam freely throughout the Property. Cats must be kept inside and dogs should be kept on leash when walked within the Property. Owners are responsible for picking up all waste when walking their animals.
- G. SIGNS. No signs whatsoever (including but not limited to commercial, political and similar signs) shall be erected or maintained on a lot except:
  - (i) Street signs and such other signs as may be required by law.
  - (ii) Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Residential Dwelling so long as each sign is not more than 4"X4". There shall be no more than one (1) sign and no more than (6) stickers located on the windows or doors. Stickers shall also be permitted on windows and doors for a "Child Find" program or a similar program sponsored by a local police and/or local fire department.

(iii) Signs "For Rent" or "For Sale" must be displayed at the corner of Paradise Valley and Coral Ridge Road.

H. COMMON AREA. The Association, subject to the rights of the Members set forth in this Declaration and any amendments or supplements thereto, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep the Common Area in good, clean, attractive and sanitary condition. The Common Area is located behind Lot #42 and #43 and includes the Property's maintenance shed.

I. Tree Removal. No tree (other than a dead tree) with a caliper of four (4) inches or more that is not within the area seven and one-half (7 ½) feet around the foundation of the Residential Dwelling and garage constructed or to be constructed on a Lot shall be removed from any Lot without the prior written approval of the Declarant during the Declarant Control Period and, thereafter, the Architectural Review Committee. A dead tree shall be removed from a Lot within thirty (30) days of the date that it is determined the tree is no longer growing.

## **DECORATION, ALTERATION, MAINTENANCE, AND REPAIR**

**Section 2 DECORATION, ALTERATION.** Subject to the provisions of the Deed Restrictions each Owner shall have the right to modify, alter, repair, decorate, redecorate or improve the Residential Dwelling and other improvements on such Owners Lot provided that each modification, alteration, decoration, redecoration or improvement complies with any Residential Modifications Guidelines and Residential Design Guidelines adopted and published by Declarant or the Board of Directors of the Association and each exterior modification, alteration, decoration, redecoration or improvement has been approved in writing by the Architectural Review Committee. Notwithstanding the foregoing, the Architectural Review Committee shall have the authority to require an Owner to remove or eliminate any exterior modification, alteration, decoration, redecoration or improvement on an Owner's Lot or the Residential Dwelling or other improvement on the Lot if, (a) the item does not comply with the Residential Modifications Guidelines or Residential Design construction and will not be approved by the Architectural Review Committee as built, or (b) in the Architectural Review Committee's sole judgment, such object detracts from the visual attractiveness of the Community.

(i) No buildings shall be constructed on this site with a living area in excess of one thousand hundred (1,800) square feet, nor less than one thousand four hundred (1,400) square feet of living area.

(ii) No buildings shall be constructed on this site nor additions to any existing buildings made without the written consent of COLONY EAST, INC. Board of Directors approving the plans and specifications of said building or addition.

(iv) No building on this site shall be used for any purposes other than a residence. No septic tank, nor individual water well shall be placed or used by the owner or tenant. This site

shall not be used for the purpose of carrying on any business with the general public, nor shall any other offensive activity be permitted on this site.

(v) No appurtenances of any nature may be constructed on any building after completed by the builder without the approval of a majority of the Colony East, Inc. Board of Directors.

(vi) No patios may be covered in any manner whatsoever without prior approval by a majority of the Board of Directors at a meeting where attendance is 100%.

Vii) All carports being visible to all streets, shall not be used as storage areas. Overabundance of clutter might be calculated to reduce the desirability of the Property or any surrounding properties.

**Section 2.1 MAINTENANCE AND REPAIR.** No Residential Dwelling or Improvement on a Lot shall be permitted to fall in disrepair, and each such Residential Dwelling or other Improvement shall at all times be kept in good condition and repair and painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. Exterior paint colors to be used on owner's dwelling will be chosen from a color provided by the Board and color submitted for the Board of Directors approval. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and the Board of Director's reasonable, good faith determination shall be conclusive and binding on all parties. In the event the Owner of a Lot fails to keep the exterior of the Residential Dwelling or other improvement on the Lot in good condition and repair, and such failure continues after ten (10) days written notice from the Association, or such longer period, if required by law, the Association may at its option, without liability to the Owner or occupant of the Lot in trespass or otherwise, enter upon the Lot and repair and/or paint the exterior of the Residential Dwelling or other improvement on the Lot to be placed in good condition and repair, and to do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of the Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article VII Section 4 of the By-Laws. Interest thereon at the rate of twelve percent (12%) per annum, or the maximum, non-usurious rate, whichever is less shall begin to accrue on such sum on the thirty-first (31<sup>st</sup>) day after a written invoice is delivered to the Owner.

**Section 2.2 LOT MAINTENANCE.** The Owner or occupant of the Lot shall at all times, keep all or weeds and grass on the Lot cut in a sanitary, healthful and attractive manner. In no event shall an Owner use any Lot for storage of materials and equipment (except for normal residential requirements or incident to construction of improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon. Owners shall not burn anything on any Lot; provided that, this provision shall not be construed to prohibit cooking on an outdoor grill. The Owners or occupants of any Lots at the intersection of streets, where the rear yard or portion of the Lot is visible to full public view, shall screen the following from public view: yard equipment, wood plies and storage piles that are incident to the normal residential requirements of a typical family. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable

manner and the Board of Directors' determination shall be conclusive and binding on all parties. In the event the Owner or occupant of any Lot fails to maintain Lot in a reasonable manner as required by this Declaration and such failure continues after ten (10) days written notice from the Association, or such longer period, if required by law, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot and cause the Lot to be mowed, edged and cleared, cause the landscaping beds to be weeded and cleaned, cause shrubs and trees to be trimmed or pruned, cause dead or diseased shrubs or trees to be removed, and to do every other thing necessary to secure compliance with the Deed Restrictions, and may charge the Owner of such Lot for the cost of such work. The Owner agrees by the purchase or occupancy of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in the By-Laws. Interest thereon at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirty-first (31<sup>st</sup>) day after a written invoice is delivered to the Owner.

**Section 2.3** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No loud or offensive noise, including but not limited to, that from barking dogs or other animals, sound systems, musical instruments, motorcycles or other vehicles, shall be allowed. Noise associated with necessary and routine building and lot repairs, maintenance and upkeep is allowed during normal working hours of 7:00 a.m. to 7 p.m. In addition a nuisance shall include any condition on a property which is considered to be an annoyance to the surrounding resident's property of ordinary sensibilities or which might be calculated to reduce the desirability of the property and any surrounding properties. The Board of Directors is authorized to determine whether any activity or condition on a property constitutes a nuisance or is offensive and it's reasonable, good faith determination shall be conclusive and binding on all parties.

**Section 2.4 CURBS.** An Owner is strictly prohibited from altering, cutting, or breaking a curb adjacent to the Lot for any purpose. Any such damage done to a curb by an Owner or the Owner's contractors or designees, shall be the obligation of the Owner to repair, at the Owner's sole expense. An Owner's failure to promptly repair any such damage upon demand by the Association shall be deemed to be a deed restriction violation and any costs incurred by the Association in enforcing this provision, or exercising its self help remedy, shall be assessed against the Owner and added to the Owner's assessment account and shall be secured by the lien created in the By-Laws of this Declaration.

#### Article IV FENCES AND MONUMENTS

**SECTION 1. FENCES ON LOTS.** No fence shall be constructed on a Lot without the prior written approval of the Board of Directors. Owners shall be responsible for the maintenance, repair and/or replacement of all fences in existence at time of transfer from Builder to Owner. Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of the Lot Owners on whose right, but not the obligation, to enter such Lot for

the repair and/or replacement of such repairs/replacement shall be the responsibility of the Owner and shall be secured by the continuing lien on the Lot set forth in the By-Laws of this Declaration.

## **Article V Enforcement**

**Section 1.** Severability: Should any one or more of the Restrictions set forth herein be held to be invalid or unenforceable by final judgment of any court possessing appropriate jurisdiction, the same shall in no way affect the remainder of the Restrictions contained herein not directly affected by such final judgment, and the remainder of such Restrictions shall remain in full force and effect.

**Section 1.1** Rights to Prosecute: Colony East, Inc., as represented by the Board of Directors, its successors, and assigns, or any other person(s), business entity, or trust or guardianship owning a Lot in Colony East subdivision shall have the right to prosecute any action at law or inequity that it or they deem advisable and to enjoin any violation or attempted violation of any of the Restrictions contained herein, and to prosecute the same against the person or persons, firm or corporation, trust or guardianship in violation or attempting to violate the same. Violation of any Restrictions herein shall give the Association, its successors, and assigns, the right to enter upon the property where such violation exists after a specified time contained in a written notice to the Owner and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass or theft. The costs that are incurred by the Association due to the Owner's violation of the Restrictions, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorneys' fees, shall be a charge on the lot and shall be a continuing lien upon the lot.

**Section 1.2** Rights of Mortgagee, Trustee or The Association: Any violation of any of the Restrictions set out above shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or guarantor under any mortgage or Deed of Trust, or the assignee of any mortgage, trustee or guarantor under any such mortgage or Deed of Trust outstanding against the lot covered by any such mortgage or Deed of Trust at the time the Restrictions may be violated.

**Section 1.3** Covenant for Assessment: The lien for Annual Maintenance Fund charges and Special Assessments for Colony East subdivision shall be as follows:

- A. Each Owner of each Lot owned within Colony East subdivision, hereby covenants and agrees (by acceptance of a deed, whether or not it shall be so expressed in such deed), and each future Owner of any Lot, shall be deemed to so covenant and agree to pay to the Association, Annual Maintenance Fund and any Special Assessment. Such assessments shall be established and collected as hereinafter provided. The Annual Maintenance Fund or Special Assessment, together with interest at the maximum lawful rate, costs, expenses, and reasonable attorney 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 interest at the maximum lawful rate, costs, and reasonable attorney 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.
- B. Furthermore, each such Owner who violates these Restrictions shall pay any costs incurred by the Association to enforce or correct violations of these Restrictions, including

but not limited to, (1) yard maintenance and/or repair charges; (2) demolition costs, (3) expenses; (4) court costs, and (5) reasonable attorney fees.

**Section 1.4 Purpose of Annual Maintenance Fund or Special Assessment:** The Assessments levied by the Association shall be used exclusively to promote the, health, safety, and welfare of the Owners in Colony East subdivision, to maintain common area, to hire independent contractors, and to otherwise protect property values in Colony East subdivision.

**Section 1.5 Effect of Nonpayment of Annual Maintenance or Special Assessment:** Any Annual Maintenance Fund assessment not paid within sixty (60) days from December 1st set by the Board of Directors shall bear interest of 6% monthly until paid. The Board may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved, or both, and interest, costs, and reasonable attorney fees may be added to the amount of such assessment and also constitute the lien. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Board or its agents the right and power to bring all actions against such Owner personally for the collection of Annual Maintenance Fund and/or any Special Assessment as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided for herein or abandonment of the Lot and/or premises.

**Section 1.6 Subordination of Lien to Mortgages:** The lien of the Annual 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.

*This Article VI applies only to any unit that requires reconstruction and installation of any kind. Such as destruction from fire, hurricane or other type of extensive damage.*

## **Article VI ARCHITECTURAL APPROVAL**

**SECTION 1 APPROVAL OF IMPROVEMENTS REQUIRED.** In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the Community, to establish and preserve a harmonious design for the Community and to protect and promote the value of the Lots and the Residential Dwellings and improvements thereon, no improvements of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot by any Owner, which affect the exterior appearance of any Lot or the Residential Dwelling or other improvement on a Lot unless Plans therefore have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of this Article. Without limiting the foregoing, the construction and installation of any Residential Dwelling, sidewalk, driveway,

deck, patio, landscaping, awning, wall, fence, roof, exterior lighting, garage, any other improvement shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Residential Dwelling or other improvement, unless the Plans for the same have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of this Article.

The Architectural Review Committee is hereby authorized and empowered to review and approve or disapprove all Plans and the construction of all Residential Dwellings and other improvements on any Lot. Prior to the commencement of any Residential Dwelling or other improvements on any Lot, the Owner thereof shall submit to the Architectural Review Committee Plans and related data for all such improvements, which shall include, as appropriate, the following:

- (i) Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all improvements, including, specifically, the Residential Dwelling to be constructed on said Lot, the location and dimensions of all driveways, walkways, decks, terraces, and patios and the relationship of the same to any setback requirements applicable to the Lot or Residential Dwelling and any utility easements affecting the Lot.
- (ii) Two (2) copies of a foundation plan, floor plans and exterior elevation drawing of the front, back and sides of the Residential Dwelling or other improvement to be constructed on the Lot.
- (iii) Two (2) copies of written specifications and, if requested by the Architectural Review Committee, samples indicating the nature, color, type shape, height and location of all exterior materials to be used in the construction of the Residential Dwelling on such Lot or any other improvement, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Residential Dwelling or other improvement and the color of paint or stain to be used on all doors, shutters, trim work, eaves and dormers on the exterior of such Residential Dwelling or other improvement.
- (iv) Information sufficient to show that the lighting plan complies with the Declaration and Guidelines.
- (v) Information sufficient to show that the landscaping and irrigation plans comply with the Declaration and Guidelines.
- (vi) The name, address and telephone number of the builder.
- (vii) A written statement of the estimated date of commencement, if the proposed improvement is approved, and the estimated date of completion.
- (viii) Such other plans, specifications or other information or documentation as may be required by the Architectural Review Committee.

The Architectural Review Committee shall, in its sole discretion, determine whether the Plans and other data submitted by any Owner for approval are acceptable. One copy of all plans and related data so submitted to the Architectural Review Committee shall be retained in the records of the Architectural Review Committee and the other copy shall be returned to the Owner submitting the same marked "approved", "approved as noted or with conditions" or "disapproved". The Architectural Review Committee may establish and change from time to time, if deemed appropriate, a non-refundable fee sufficient to cover the expense of reviewing Plans and related data and to compensate any consulting architects, landscape architects, designer, engineers, inspectors and/or attorneys retained in order to approve such Plans and to monitor and otherwise enforce the terms hereof.

The Architectural Review Committee shall have the right to disapprove any Plans on any ground which is consistent with the objectives and purposes of the Deed Restrictions, including purely aesthetic considerations; failure to comply with any of the provisions of the Deed Restrictions, or the Builder Guidelines; failure to provide requested information; objection to exterior design, appearance or materials; objection on the ground of incompatibility of any such proposed improvement with the general plan of development for the Community; objection to the location of any proposed improvements on any such Lot or Residential Dwelling; objection to the landscaping plan for such Lot; objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any improvement; or any other matter which, in the sole judgment of the Architectural Review Committee, would render the proposed improvement inharmonious with the general plan of development for the Community. The Architectural Review Committee shall have the right to approve any submitted Plans with conditions or stipulations by which the Owner of such Lot shall be obligated to comply and must be incorporated into the Plans for the Residential Dwelling or other improvement. Approval of Plans by the Architectural Review Committee for the Residential Dwelling or other improvement to be constructed on a Lot shall not be deemed an approval or otherwise obligate the Architectural Review Committee to approve similar Plans for a Residential Dwelling or other improvement to be constructed on another Lot.

Any revisions, modifications or changes in any Plans previously approved by the Architectural Review Committee must be approved by the Architectural Review Committee in the same manner specified above.

If construction of the residential Dwelling or other improvement has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing framing and other related construction work) within ninety (90) days of approval by the Architectural Review Committee of the Plans for such Residential Dwelling or other improvement (or such longer period if agreed to in writing by the Architectural Review Committee), then no construction may be commenced (or continued) on such Lot and the Owner of such Lot shall be required to resubmit all Plans for any Residential Dwelling or other improvement to the Architectural Review Committee for approval in the same manner specified above.

**SECTION 1.2** ADDRESS OF COMMITTEE. The address of the Architectural Review Committee shall be at the principal office of the Association.

**SECTION 1.3**                      **FAILURE OF COMMITTEE TO ACT ON PLANS.** Any request for approval of a proposed improvement on a Lot shall be deemed disapproved by the Architectural Review Committee, unless approval is transmitted to the Owner by the Architectural Review Committee within thirty (30) days of the date of actual receipt by the Architectural Review Committee of the request. A written request for additional information or materials shall also be deemed to be a disapproval of a request, whether or not so stated in the written request.

**SECTION 1.4**                      **PROSECUTION OF WORK AFTER APPROVAL.** After approval of any proposed improvement on a Lot, the proposed Improvement shall be prosecuted diligently and continuously and shall be completed within the time frame approved by the Architectural review Committee and in strict conformity with the description of the proposed Improvement in the Plans submitted to the Architectural Review Committee. No building materials shall be placed on a Lot until the Owner is ready to commence construction. Owners shall keep the job site and all surrounding areas clean during the progress of construction. All construction trash, debris and rubbish on each Lot shall be properly disposed of on a daily basis. In no event shall any used construction material be buried on or beneath any Lot, Residential Dwelling or other Improvement. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street. All construction vehicles must be parked on the Lot in areas designated by the Architectural Review Committee. No improvement on a Lot shall be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned and removed from the site and all rooms in the Residential Dwelling, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

**SECTION 1.5**                      **NOTICE OF COMPLETION.** Promptly upon completion of the improvement on a Lot the Owner shall deliver a notice of completion ("Notice of Completion") to the Architectural Review Committee and, for all purposes hereunder, the date of receipt of such Notice of Completion by the Architectural Review Committee shall be deemed to be the date of completion of such improvement, provided that the Improvement is, in fact, completed as of the date of receipt of the Notice of Completion.

**SECTION 1.6**                      **INSPECTION OF WORK.** The Architectural Review Committee or its duly authorized representative shall have the right to inspect any Improvement on a Lot before or after completion, provided that the right of inspection shall terminate sixty (60) days after the Architectural Review Committee actually receives a Notice of Completion from the Owner. In the case of a new Residential Dwelling on a Lot, the Architectural Review shall issue a "Certificate of Completion" prior to occupancy, provided that the Residential Dwelling is, in fact, completed and ready for occupancy and the Residential Dwelling was constructed in accordance with the approved Plans.

**SECTION 1.7**                      **NOTICE OF NONCOMPLIANCE.** If, as a result of inspections or otherwise, the Architectural Review Committee finds that any Improvement on a Lot has been constructed or undertaken without obtaining the approval of the Architectural Review Committee, or has been completed other than in strict conformity with the description and materials furnished by the Owner to the Architectural Review Committee, or has not been completed within the required time period after the date of approval by the Architectural Review

Committee, the Architectural Review Committee shall notify the Owner in writing of the noncompliance ("Notice of Noncompliance"), which notice shall be given, in any event, within Sixty (60) days after the Architectural Review Committee receives a Notice of Completion from the Owner. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. If the Owner does not comply with the Notice of Noncompliance within the period specified by the Architectural Review Committee, the Association may, acting through the Board, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove the noncomplying Improvement on the Lot and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Association upon demand for all expenses incurred therewith. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have to law, in equity, under this Declaration, or otherwise. Any expenses incurred by the Association as a result of the Owner's noncompliance, plus fifty percent (50%) of such costs for overhead and supervision and interest thereon (from the date an invoice is submitted to Owner) at the rate of twelve percent (12%) per annum, or the maximum, non-usurious rate, whichever is less, shall be charged to the Owner's assessment account and collected in the same manner as provided Article V.

**SECTION 1.8**                      **FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION.** If, for any reason other than the Owner's act or neglect, the Architectural Review Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt by the Architectural Review Committee of a written Notice of Completion from the Owner, the improvement on the Lot shall be deemed in compliance if the Improvement on the Lot in fact was completed as of the date of Notice of Completion; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement on a Lot that violates any provision of the Deed Restrictions. At all times retaining the right to object to any improvement on a Lot that violates the Deed Restrictions.

**SECTION 1.9**                      **NO IMPLIED WAIVER OR ESTOPPEL.** No action or failure to act by the Architectural Review Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Board of Directors, with respect to any Improvement on a Lot. Specifically, the approval by the Architectural Review Committee of an Improvement on a Lot shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement on another lot or any similar proposals, Plans, specifications, or other materials submitted with respect to any other Improvement on a Lot by such person or otherwise.

**SECTION 1.10**                      **POWER TO GRANT VARIANCES.** The Architectural Review Committee may authorize variances from compliance with any of the provisions of Article II of the Deed Restrictions (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time from completion of construction of Improvements on a Lot or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant

considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Review Committee. If any such variance is granted, no violation of the provisions of the Deed Restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of the Deed Restrictions for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Review Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

**SECTION 1.11 COMPENSATION OF ARCHITECTURAL REVIEW COMMITTEE MEMBERS.** The members of the Architectural Review Committee shall not be compensated for their services, but shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

**SECTION 1.12 ESTOPPEL CERTIFICATES.** The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Review Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement on a Lot or with respect to whether any Improvement on a Lot was made in compliance with the provisions of the Deed Restrictions. Any person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

**SECTION 1.13 NONLIABILITY FOR ARCHITECTURAL REVIEW COMMITTEE ACTION.** None of the members of the Architectural Review Committee, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, The Architectural Review Committee shall not inspect, guarantee or warrant the workmanship of the Improvement, including its design construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the Improvement is suitable for its intended purpose. Furthermore, none of the members of the Architectural Review Committee, or any member of the Board of Directors, shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Review Committee, the Board of Directors, or otherwise. Finally, neither, the Association, the Board, the Architectural Review Committee, or their officers, agents, members or employees shall be liable for any incidental or consequential damages for failure to inspect any improvement or portion thereof, or for failure to repair or maintain the same.

**SECTION 1.14 CONSTRUCTION PERIOD EXCEPTION:** During the course of actual construction of any permitted Improvement on a Lot and provided construction is proceeding with due diligence, the Architectural Review Committee may temporarily suspend

the provisions of Article II contained in the Deed Restrictions as to the Lot upon which the construction is taking place to the extent necessary to permit such construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Community.

**SECTION 1.15 SUBSURFACE CONDITIONS.** The approval of Plans by the Architectural Review Committee for any Residential Dwelling or other Improvement on a Lot shall not be construed in any respect as a representation or warranty by the Architectural Review Committee to the Owner submitting such plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such of such Lot are suitable for the construction of the Improvement contemplated by such Plans. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any contemplated Improvement thereon.

**SECTION 1.16 LANDSCAPING.** No landscaping, grading, excavation or fill work of any nature should be implemented or installed by any Owner on any Lot unless and until landscaping plans therefor have been submitted to and approved by the Architectural Review Committee in accordance with the provisions of this Article III.

**ENFORCEMENT:** The Board of Directors of Colony East, Inc. Subdivision has the authority to interpret and enforce the RESTRICTIONS above.