

Heritage Estates is a deed restricted residential subdivision. The restrictions are intended to be reasonable and are designed to keep our beautiful, peaceful, pastoral community a great place to live and protect our property values. Declarant and the Association will strictly enforces these restrictions, so please read them very carefully. We welcome questions; just email us at HOAHeritageEstates@outlook.com.

STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

WITNESSETH:

HERITAGE ESTATES, an addition in Harris County, Texas according to the map or plat thereof filed under Clerk's File No. RP-2020-248590, Official Public Records of Real Property of Harris County, Texas, and recorded in Clerk's File No. 691682, Map Records of Harris County, Texas.

WHEREAS, it is the desire of the Declarant to provide a common plan as to the use and maintenance of the Subdivision and, to this end to subject the Lots in the Subdivision to the covenants, conditions, easements and restrictions hereinafter set forth for the benefit of all present and future Owners thereof;

ARTICLE I

RESTRICTIONS

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the residence thereon for apartment houses or other type of dwelling designed for multi-family dwelling, or for use for or operation of a boarding or rooming house or residence for temporary occupants, or for use of any permitted outbuilding as an apartment or residential living quarters. No structure shall be erected, altered, placed or permitted to remain on any Lot other than on single-family dwelling not to exceed two (2) stories in height and one (1) detached or attached garage or carport for not more than four (4) cars. In addition to the primary residence, either one (1) garage apartment may be constructed above the garage or carport as described above, or one guest house may be placed on the Lot. Metal homes, prefabricated homes, and modular homes are prohibited. Construction of a garage, carport, or guest house may begin in conjunction with *but not before* the construction of the main house. All residential dwellings must have drawings and specs approved by the Heritage Estates Architectural Committee (the "HEAC") prior to beginning of building as provided in Article II of this Restriction.

No business, professional, commercial or manufacturing use may be made of any Lot or any improvement located thereon, even though such business, professional, commercial or manufacturing use, is subordinate or incident to use of the premises as a residence, and regardless of whether or not done for profit or remuneration. Notwithstanding the foregoing, a single family residence may be used for maintenance of a home office, including for a professional business such as for a certified public accountant or attorney, but if and only if such business activity (i) does not require additional parking or materially increase traffic within the Subdivision, and (ii) is not detectable by sight, sound or smell from outside the residence, and there is no other external evidence thereof (including signs, advertising, or contacts in person at the residence with clients or customers).

After the construction of a residence, there also may be constructed greenhouses, barns, shop buildings and other outbuilding [such as a storage shed, machine shed, doghouse, etc.], so long as each is of neat appearance. The operative word here is "*after*." You cannot build or place other structures (including portable structures) on your Lot until *after* the construction of the residence.

No mobile home or manufactured home (single-wide or doublewide) may be placed on, assembled, or used on any Lot.

No residence shall be occupied until water service is connected and an approved private sewage is installed. Owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the Lot and as may be necessary for the reasonable use, upkeep and maintenance of the Lot.

As used herein, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest. "Owners" means collectively each and every Owner of a Lot.

Section 2. Dwelling size. All single-story residence or garage apartment on any Lot must have floor area of the main residential structure, exclusive of porches, breezeways and garages, of not less than 2,600 square feet, and any 1 1/2 story or 2 story dwelling must have total floor area of both floors of not less than 3,000 square feet, exclusive of porches, breezeways and garages. A

guest house can attribute to these requirements and must be connected to the primary residence as described in Article I, Section 1.

Section 3. Type of Construction Materials. All structures must be constructed with new materials, except that used brick, stone, wooden beams, doors, and the like may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the subdivision as determined by the HEAC. All residences, garages, or garage apartments shall be erected upon a concrete slab foundation. Pier and beam construction are prohibited. The exterior surface of each residence shall be at least sixty percent (60%) brick, stone, or stucco. The balance of the residence exterior shall be wood, aluminum siding, or concrete-type siding. All wood surfaces shall be coated with at least two (2) coats of paint. Any other material may be used if they are of similar type of quality, provided that the HEAC first approved of the use of such materials in writing.

Section 4. Lot lines/setbacks. No dwelling or primary structure shall be located closer than 100 feet, and no further than 130 feet from the edge of any street within the Subdivision. Primary structures and connected/unconnected garages must not be located any closer than 100 feet from side Lot lines. Secondary buildings shall not be closer than 15 feet from the back and side Lot lines. No permanent or portable structures such as buildings, carports, decks, doghouses, gazebos, arbors, etc. shall encroach into the setback areas. "Back and side Lot lines", respectively, as used in this paragraph, in respect to any two or more contiguous whole Lots owned by the same Owner and used as a single building site, shall mean, respectively, the outermost back Lot lines and side Lot lines considering said contiguous whole Lots as one Lot. However, in the event that a single Owner shall own two or more adjacent Lots, and shall thereafter convey one Lot to any third party, the interior lot lines between the Lot then owned by separated Owners shall be burdened by the setback lines described herein.

Section 5. Minimum Lot Area. No Lot shall be subdivided.

Section 6. Temporary Structures and Temporary Occupancy. No travel trailer, motor home, garage, barn or other outbuilding or structure other than a residence meeting all of the requirements of these Restrictions shall be occupied as a temporary residence. You cannot live on your Lot in anything other than a residence that meets all of the requirements of the restrictions. Furthermore, you cannot construct or place on your Lot any type of building until *after* the completion of your house as required by Article I, Section 1 hereof. No residence shall be occupied on a temporary basis until water service is connected and approved sanitary sewage disposal facilities are installed as required by Article I, Section 1 hereof.

Section 7. Fences. All fences must be constructed with new materials and shall be constructed within the perimeter of the applicable Lot. No chain link fence visible from the front of the Lot shall be allowed. No privacy fences shall be constructed in front yard. The design and location of each fence shall be subject to the prior approval of the HEAC.

Section 8. Driveways. Driveways connecting any Lot onto any roadway within Subdivision must have a culvert of sufficient size and material to meet the requirements set by the HEAC. It must be installed in the ditch to run parallel to major roadway adjacent to the residence. All driveways

shall have a culvert not less than 12-18" inch diameter (depending on lot location) installed in the ditch parallel to the roadway adjacent to the residence, and a headwall. The Owner of the Lot shall keep the culvert clear of all debris and in good repair to permit the free flow of water through the ditch. All culvert head walls must match primary dwelling building material.

Section 9. Completion of Construction. Exterior construction of a dwelling shall be completed within six (6) months of the commencement of construction. Other structures must be completed without undue delay. Immediately after construction of any structure, all refuse must be removed from your Lot, and all leftover materials must be removed or properly stored as described in Article I, Section 12 hereof. No waste concrete or other refuse shall be illegally dumped in the Subdivision, on the roadsides or other Lots.

Section 10. Water Wells. No water wells shall be drilled on any Lot until you obtain a permit from the Harris County Water District. No water well shall be drilled within fifty (50) feet of any electric utility easement. Site location for any water well must be such that any required sanitary easement is provided for and contained on that Lot. It is the intent hereof to prohibit any water well which might impair or limit in any way whatsoever the use of any other Lot or adjoining land because of the water well and sanitation requirements related to same. All water wells, propane tanks, septic tanks shall be placed in an inconspicuous location; they shall not be clearly visible from the front of the Lot.

Section 11. Hunting/Firearms. All residences must abide by State of Texas and Harris County firearm regulations. The following is a link to applicable State of Texas regulations: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.229.htm>.

Section 12. Storage, Garbage, Refuse, and Prohibited Items. No Lot shall be used or maintained as a dumping ground for rubbish. All Lots must be free of refuse and junk. All burn piles must be in the backyard of the dwelling.

No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the road, except that any new building materials used in the construction of improvements erected upon any lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements, after which those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Examples of materials include stone, brick, lumber, tile, concrete blocks, shingles, pipes, metal, fencing materials, etc. Unless you are currently engaged in a construction project progressing without undue delay, all materials, pallets, and storage racks must be kept within a suitable enclosure (such as a fully enclosed shed or privacy fence) to completely shield them from view from the roads and surrounding Lots.

No inoperative or unsightly vehicles shall be stored or kept on any Lot, and no automobile or other vehicle shall be kept on any Lot for the purpose of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents. All vehicles visible from the road or adjacent Lot must be fully assembled, fully operative, of neat appearance, and currently registered with current license plates and registration sticker. All vehicles awaiting or undergoing repair, maintenance, or restoration and all tools, equipment, supplies, tires, rims, and other parts

must be kept inside a fully-enclosed garage or in facilities (such as a fully-enclosed shop or machine shed) with the door shut to completely shield them from view. No automobile, truck, trailer or other vehicle shall be abandoned on any Lot or within the Subdivision, nor shall there be any dumping or placing of unsightly objects of any kind on the Lot.

Section 13. Use of Lot as Roadway. No Lot or any part of a Lot shall be used as a street, access road, or public thoroughfare.

Section 14. Animals. An Owner may keep up to four (4) domestic animals weighing less than 120 pounds such as birds, fish, dogs and cats within a Lot. All animals kept within the Lot shall be registered with the Association in such manner as it shall require, may not be kept or bred for any commercial purpose and shall have the care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary condition. Permitted house pets also include specially trained animals that serve as physical aids to handicapped Owner, regardless of the animal's size or type. No animals are permitted on any Lot that are used for commercial purposes (e.g., no commercial feed lot operations be allowed, nor the breeding and raising of animals as a commercial operation, dog breeding is prohibited).

No large or noisy animals may be kept, raised, or bred on any Lot except for 4H project animals (temporary) for a child living in that residence. Livestock raised as a supervised [4-H or FFA] school project, for so long as used for a school project. You must provide documentation from the 4-H or FFA official to Declarant *before* placing the livestock on your Lot.

The Harris County Animal Control Ordinance requires residents to keep their animals from running loose. Owners shall report violations to the Sheriff's Department.

Section 15. Parking. Both prior to and after the occupancy of a dwelling on any Lot, the Owner shall provide appropriate space for off-road parking for his vehicles. Vehicles must be parked on the Lot and not on any road within the Subdivision. No trucks or trailers of the 18-wheel tractor-trailer rig type or size shall be parked on or adjacent to any Lot. Tractor trucks and semi-trailers are prohibited within the Subdivision. Vehicles, junk, or other machinery considered to be inoperable shall not be permitted on any Lot unless screened from public view by a garage or permanent fence. Boats, trailers, and motor homes shall not be parked at any point in the front of the residential structure.

Section 16. Sewage Treatment. No outside toilet shall be permitted. No sanitary sewage disposal system shall be installed on any Lot until a permit is obtained.

Section 17. Tidiness of Lots. Each Lot Owner shall keep their Lot in healthy and sanitary condition, clean and free of weeds, garbage, and trash of any kind. All grass shall be kept cut and yards shall be maintained by the Owner of such Lot at such Owner's sole cost and expense.

Section 18. Solicitation. Signs, billboards, advertisements of any kind are not permitted, except for one sign identifying the Owner of the Lot, or advertising the Lot for sale. No sign shall be permitted of size in excess of three (3) square feet.

Section 19. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall any act be performed thereon which shall or may become an annoyance or nuisance to other Owner of Lots in the Subdivision. Music shall be played at a reasonable volume as to not disturb adjacent Owners.

ARTICLE II

HERITAGE ESTATES ARCHITECTURAL COMMITTEE

Section 1. Creation. The HEAC shall have exclusive jurisdiction over the review and approval of all design, construction, modifications, additions or alterations made on a Lot or to the exterior of any building and other improvements on any Lot.

Section 2. Number and Appointment of ARC Committee Members. The initial HEAC shall consist of Jeremy Morgan, Zach Morgan and Montana Morgan. Declarant shall have the right to appoint all such members, as well as the right to remove any such members, until the Conversion Date. Prior to the Conversion Date, in the event of the death, or removal or resignation of any person serving on the HEAC, Declarant may designate in writing a successor, or successors, who shall have all of the authority and power of his, her or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the HEAC. After the Conversion Date, the then current Owners of Lots 6, 7, and 8 of Block 1 of the Subdivision shall be the members of the HEAC.

Section 3. Powers of the ARC Committee. No improvements, modifications or alterations shall be constructed on any Lot by any Owner without obtaining HEAC approval, as provided herein. Without limitation, the HEAC shall have the right to specify architectural and aesthetic requirements for Lots, the location, type, height, and extent of all landscaping, shrubs, fences, walls, or other screening devices, the orientation of walks and paths, and shall have the right to limit the number of acceptable exterior materials, colors and finishes that may be utilized in construction, maintenance, modification or repair of improvements. The HEAC shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the HEAC, will not be compatible with the overall character and aesthetics of the Subdivision. Please email drawings to HOAHeritageEstates@outlook.com for approval. The HEAC shall base its approval on the requirements for construction, design and materials as specified in this Restriction.

The HEAC shall have the right, exercisable in its sole discretion, to grant variances to the restrictions of this Restriction in specific instances where the HEAC in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision. The HEAC may require the submission of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the HEAC shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the Lot relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested,

expressing the decision of the HEAC to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the HEAC or (b) failure by the HEAC to respond to the request for variance.

Section. 4 Limitation of Liability. The HEAC has no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications. The HEAC has no duty to inspect any improvements; and, if the HEAC should inspect any improvements, it shall have no liability or obligation to any party arising out of such inspection. The HEAC expressly shall have no liability or responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the construction of any improvements. Notwithstanding any covenant, condition or term contained in this Restriction, the HEAC shall not have any liability to any Owner arising or resulting from any act, omission or delay of the HEAC taken or omitted pursuant to this Restriction. Owner by accepting a conveyance of any Lot conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the HEAC arising or resulting from acts or omissions pursuant to this Restriction.

ARTICLE III **PROPERTY OWNERS ASSOCIATION**

Section 1. Organization and Powers. Crosby Heritage Estates Property Owner's Association, Inc., a Texas non-profit corporation (the "Association") shall be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the funds and financial affairs of the Association, enforcement of all provisions of the governing documents with respect to the Subdivision, providing for maintenance, preservation and architectural control within the Subdivision, and all other acts and undertakings reasonably incident to any of the foregoing or in furtherance thereof. The Association has full right, power and authority to exercise and to enforce all provisions of this Restriction, and all other governing documents, for the benefit of the Owners including without limitation (i) to exercise all powers available to a Texas nonprofit corporation, (ii) to exercise all powers of a property owners association pursuant to Section 204.010 of the Texas Property Code, and (iii) to exercise all implied powers incident to the foregoing or necessary or proper to the Association's express powers or purposes, subject however to any limitations expressly stated herein or in other governing documents.

Section 2. Board of Directors. The Association shall act through a Board of Directors (the "Board") consisting of three (3) members. The Board shall manage the affairs of the Association as specified in this Restriction and the Bylaws of the Association. Without limitation, the Association is specifically authorized to compromise and settle any and all claims, demands, liabilities and causes of action whatsoever held by or asserted against the Association upon such terms and conditions as the Association may determine, and the decisions of the Board as to any of the foregoing are final and conclusive. Unless sooner removed (including by death or disability) or disqualified as provided herein or in the Bylaws or other governing documents, each Director will serve until their successor is elected or appointed and has qualified.

Section 3. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 4. Voting Rights. Each Owner shall have one vote for each Lot owned. When more than one person holds an ownership interest in a Lot, all such persons are Members, but in no event will they be entitled to more than one vote with respect to each particular Lot owned. The single vote, approval, or consent of such joint Owners must be cast or given in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners of such Lot will be permitted to vote, approve, or consent as to any such matter upon which a majority decision cannot be reached. The vote, approval or consent of any single Owner from among such joint Owners is conclusively presumed to be cast or given in accordance with the decision of the majority of the joint Owners and with their full authority.

Section 5. Termination of Membership. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Restriction during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

ARTICLE IV **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligations for Assessments. Declarant (for each Lot) hereby covenants and agrees, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance) is deemed to covenant and agree, to pay the Association (i) annual assessments or charges and (ii) special assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, late charges, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them. However, successors in title shall nonetheless acquire title to the land subject to the lien securing the assessments and charges.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used for carrying out the purposes of the Association as stated in its Certificate of Formation, this Restriction and all other restrictive covenant instruments administered by the Association. The judgment of the Board in determining the functions to be performed by the Association, in determining the amount of annual assessments, and in the expenditure of funds

shall be final and conclusive so long as its judgment is exercised in good faith. Such funds may be used to pay costs incurred with respect to all or any of the following:

- i. Operation, maintenance, repair, and improvement of the any private roads, Common Elements or Easements within, adjacent to or in the vicinity of the Subdivision, including any utilities utilized in connection with such private roads, Common Elements or Easements;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Elements and Easements, and for directors and officers liability insurance. The insurance coverage maintained by the Association shall NOT include casualty insurance on the Lots nor the contents of the Lots.
- iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management, supervision and operation of the Common Elements and Easements;
- iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- v. Maintaining or replacing any landscaping, sprinkler systems, fences, gates, gate openers, card readers, mailboxes, utility meters, driveways, drainage facilities (inlets, outlets, grates and pipes) or any other improvements in the Common Elements or Easements;
- vi. Designing, purchasing and installing any improvements to the Common Elements or Easements;
- vii. Mowing and routine maintenance of the Common Elements and Easements;
- viii. Removing debris from the Common Elements and Easements;
- ix. Contracting for lights and water in the Common Elements and Easements;
- x. Collecting and disposing of trash, garbage, ashes, rubbish and other similar materials;
- xi. Payment of legal fees and expenses incurred to collect assessments and enforce this Restriction;
- xii. Employing policemen or watchmen and/or a security service, or participating in any neighborhood program providing security services;
- xiii. Contracting for insect and pest control;
- xiv. Carrying out the duties of the Board;
- xv. Association education training;

xvi. Creation and funding of such reserve funds as the deems necessary; and

xvii. Carrying out such purposes of the Association as generally benefits the Members of the Association.

As stated hereinabove, the Association shall not be obligated to perform all of the foregoing functions or any particular function. The judgment of the Board in establishing annual assessments and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Maximum Level of Annual Assessments. Declarant shall have the right to set the amount of the initial annual assessment per Lot for the year the Association is formed. Thereafter, the annual assessment in any year after the initial year may be increased by the Board, at its sole discretion, by an amount equal to a fifteen percent (15%) increase over the assessment for the previous year without a vote of the Members of the Association. The annual assessment in any year may be increased above fifteen percent (15%) by a majority vote of the Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board may fix the annual assessment at any amount not in excess of the maximum. Annual assessments may be collected on a monthly basis.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any year, a special assessment against the Lots applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement being a Common Element or located in a Common Element or in an Easement, including fixtures and personal property related thereto; provided, however, any special assessment must be approved by a majority vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

Section 5. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Article IV, Sections 3 or 4 above shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty thirty (30%) of the votes of the Association's membership shall constitute a quorum.

Section 6. Rates of Assessment. Both annual and special assessments on all Lots shall be fixed at uniform rates and all Lots in the Subdivision shall commence to bear their assessment simultaneously; provided, however, Lots owned by Declarant shall not be assessed. The assessment for an individual Lot, within a calendar year, shall change as the ownership of such Lot passes from Declarant, and the assessment for such Lot shall be prorated according to the applicable rate during each type of ownership.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots not owned by Declarant on the first

day of the month following the formation of the Association, or on such later date as the Board determines. The assessment for such year shall be adjusted according to the number of months remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose Lot is subject to assessment, or monthly if the Board elects. On or before the 30th day of November in each year, the Board shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year or such other date as the Board specifies, or monthly if the Board elects. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or authorized representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at such rate not in excess of the maximum lawful rate as may be established by the Board. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or to foreclose the lien herein retained against the property by all methods allowed by applicable law (including, without limitation, Chapter 209 of the Texas Property Code, as amended). Interest as above specified and costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge.

The lien in favor of the Association is created by the recordation of this Restriction, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Lot, an Owner grants to the Association a power of sale in connection with the Association's lien. By written resolution, the Board may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 and Chapter 209 of the Texas Property Code, and any applicable revision(s), amendment(s), or re-codifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially pursuant to the power of sale created hereby and in accordance with applicable law (including, without limitation, Chapter 209 of the Texas Property Code, as amended). Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure, except as may be otherwise required by applicable law. The Owner shall have such right of redemption after or resulting from a foreclosure sale of the Association's lien as provided by applicable law. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums

that may be secured by the lien. At any time before a foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot under Chapter 32, Tax Code, shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien. No Owner may waive or otherwise escape liability for the assessments provided for in this Restriction by non-use of the Common Elements or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board may determine.

ARTICLE V **EASEMENTS**

Section 1. General. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Recorded Plat and/or in supplemental easements filed or to be filed by Declarant and/or in this Restriction. "Recorded Plat" shall mean the map or plat which includes the Subdivision recorded under Clerk's File No. RP-2020-248590, Official Public Records of Real Property of Harris County, Texas, and recorded in Clerk's File No. 691682, Map Records of Harris County, Texas. No utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner or the Association (if formed) situated on the land covered by such Easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants. As used herein, "Easements" shall mean and refer to those easements referred to in this Restriction and/or as shown on the Recorded Plat or recorded in the real property records (including without limitation, the shared driveway easement serving the Lots). All of such Easements are for the common use and enjoyment of all of the Owners, and (except as otherwise indicated) include that portion of each Lot which is included in the Easements.

Section 2. Easements for Association or Owners. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, and/or to the other Owners of Lots, to enter upon any Lot or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the Lot directly affected thereby.

Section 3. Location of Easements. There is reserved, for Declarant, the Association and/or in favor of the Owners of Lots, and their respective successors and assigns, the following easements within the area of the Lots in the Subdivision:

i. **Utility Easements:** Utility easements and the area in any Lot which is within any building setback line and/or any easement or building setback shown on the Recorded Plat.

iii. **Drainage Easements:** Drainage easements across the surface and underground drainage line easements from each Lot to the city streets and any city drainage ditches or adjacent storm sewers. Such drainage easements are not restricted in location to the utility easements, but may not be located under the structure of any Lot.

iv. **Driveway Easement.** The Declarant hereby establishes a non-exclusive and perpetual easement over each Lot, as depicted on the Recorded Plat, for the purposes of a private driveway for ingress and egress of the Owners of the Subdivision known as Roeder Lane and Legacy Lane.

v. **Common Elements.** The Declarant hereby establishes a non-exclusive and perpetual easement for each Owner to use the Common Elements of the Subdivision. "**Common Elements**" shall mean and refer to all properties, real or personal, if any, owned, leased or used by the Association or otherwise owned by one or more of the Owners for the common use and enjoyment of the Owners, and includes that portion of each Lot which is included in the Easements.

Such easements will include the right of ingress and egress for the purposes, without liability to the Owner for damages arising from the use of the easement, of constructing, repairing, and/or reconstructing any exterior repairs and/or repairs to any of the Common Elements. The easement areas shall remain unobstructed of any structures or plantings that would prohibit access for the intended purposes (provided however the Association or the Owners, shall have the right to construct and maintain fences and gates as it/they deem(s) appropriate). The Association or Owners, as the case may be, shall have the right to access any utility lines which are located in the Utility Easements for the purpose of maintenance and repair of such utility lines.

Section 4. Underground Utility Distribution Systems. The utilities serving each of the Lots in the Subdivision, including electrical, water, sanitary sewer, gas, cable and drainage, shall be located underground and generally within the Utility Easements. Such underground utility lines may be crossed by driveways and walkways, but no Owner shall be allowed to construct any improvements in the Common Elements adjacent to such Owner's Lot on such Owner's Lot. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to improvements of the Owner and located on the land covered by said easements.

ARTICLE VI **GENERAL PROVISIONS**

Section 1. Covenants Running with the Land. All of the restrictions, covenants and easements herein provided for and adopted apply to each and every Lot and shall be covenants running with the land.

Section 2. Partial Invalidity. Invalidation of any covenant or restriction (by court, judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

Section 3. Enforcement. The Declarant, Association, HEAC and any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, easements, restrictions, and liens contained herein. Failure of the Declarant or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Rights Upon Violation. In the event of the violation of any covenant in this Restriction by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days from the date written notice thereof was sent to such Owner or occupant by Certified Mail Return Receipt Requested, or in the event the Owner or occupant has not proceeded with due diligence to correct such violation after such notice, the Declarant, through its agents or employees, or any other Owner or Owners, shall have the right (but not the obligation) to enter upon such Lot and to secure compliance with this Restriction. The Declarant or such other Owner(s) may render a statement of charge to the Owner or occupant of such Lot for the reasonable and necessary cost of such work. The Owner or occupant of such Lot agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. The Declarant, or its agents and employees, or such other Owners, as the case may be, shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

Section 5. Amendments. This Restriction may be amended unilaterally at any time and from time to time by the Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Restriction; (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Restriction or (d) any time prior to the date that Declarant sales all of the Lots within the Subdivision (the "Conversion Date"). After the Conversion Date, this Restriction may be amended at any time by an instrument executed by vote of eighty percent (80%) of the votes of Owners of Lots within of the Subdivision. Provided, that voting shall be on the basis of one vote per Lot. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with the signatures of the requisite number of applicable votes.

Section 6. Term. These Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under until December 31, 2060, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots has been recorded, agreeing to terminate the covenants herein, in whole or in part.

Section 7. Annexation. Declarant reserves the right to annex additional property into the Subdivision at any time, for the purpose of adding additional residential lots to the Subdivision, by filing a notice thereof in the Official Public Records of Real Property of Harris County, Texas to that effect, and Declarant reserves the right at that time to amend this Declaration to include such additional property and lot and to make such changes to this Declaration as Declarant deems appropriate for such purpose.

[Signature Page Follows]

Executed as of NOVEMBER 30, 2020.

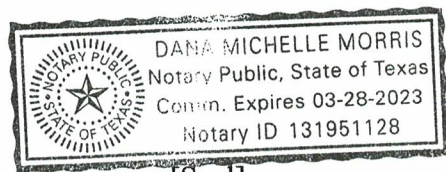
Declarant:

CROSBY HERITAGE ESTATES, LLC,
a Texas limited liability company

By: [Signature]
Name: Jeremy Morgan
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of NOVEMBER, 2020, by Jeremy Morgan, Manager of CROSBY HERITAGE ESTATES, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Seal]

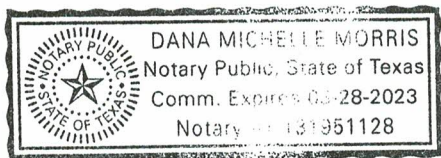
[Signature]
Notary Public in and for the State of Texas

Jeremy Morgan

Shelby Morgan
Shelby Morgan

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

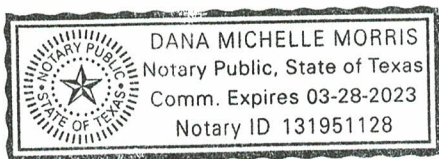
This instrument was acknowledged before me on this 30th day of November, 2020, by
Jeremy Morgan.



Dana Morris
Notary Public, State of Texas
Notary's name (printed): Dana Morris
Notary's commission expires: 03-28-2023

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 30th day of November, 2020, by
Shelby Morgan.



Dana Morris
Notary Public, State of Texas
Notary's name (printed): Dana Morris
Notary's commission expires: 03-28-2023