

**THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SONGWOOD, SECTIONS 1, 2, 3, 4, 5, AND 6,
A SUBDIVISION IN HARRIS COUNTY, TEXAS**

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by SONGWOOD HOMEOWNERS' ASSOCIATION, a Texas Non-Profit Corporation, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS the covenants and restrictions for Songwood Subdivision, Sections One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 72, page 14, Volume 90, Page 3, and Volume 94, page 64 of the Map Records of Harris County, Texas and

WHEREAS there was filed in the Office of the County Clerk of Harris County, Texas, that certain Declaration of Covenants, Conditions and Deed Restrictions respecting Songwood, Section One (1), the same having been filed under Harris County Clerk's Volume 3148, Page 517; and

WHEREAS, there was filed in the Office of the County Clerk of Harris County, Texas, that certain Declaration of Covenants, Conditions and Deed Restrictions respecting Songwood, Section Two (2), the same having been filed under Harris County Clerk's Volume 4100, Page 98; and

WHEREAS, there was filed in the Office of the County Clerk of Harris County, Texas, that certain Declaration of Covenants, Conditions and Deed Restrictions respecting Songwood, Section Three (3), the same having been filed under Harris County Clerk's Film Code 073-10-1209; and

WHEREAS, there was filed in the Office of the County Clerk of Harris County, Texas, that certain Declaration of Covenants, Conditions and Deed Restrictions respecting Songwood Section Four (4), the same having been filed under Harris County Clerk's Film Code 083-18-0375; and

WHEREAS, there was filed in the Office of the County Clerk of Harris County, Texas, that certain Declaration of Covenants, Conditions, and Deed Restrictions respecting Songwood Section Five (5), the same having been filed under Harris County Clerk's Film Code 013-32-1016; and

WHEREAS, there was filed in the Office of the County Clerk of Harris County, Texas, that certain Declaration of Covenants, Conditions and Deed Restrictions respecting Songwood Section Six (6), the same having been filed under Harris County Clerk's Film Code 055-34-0120; and

WHEREAS, the undersigned are the majority of the owners of lots located in the above described subdivisions; and

WHEREAS, the above described property is subject to the restrictive covenants described above; and

WHEREAS, the undersigned choose to amend such restrictive covenants as set forth below;

NOW THEREFORE, the undersigned owners hereby declare that all the Lots in Songwood, Section One (1), Section Two (2), Section Three (3), Section Four (4), Section Five (5) and Section Six (6) Subdivisions are held, and shall hereafter be conveyed, subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to herein collectively as "covenants and restrictions") as hereinafter set forth. All of the covenants and restrictions that are referenced on the first page of this document that are currently on file in the Real Property Records of Harris County, Texas that pertain to Songwood Sections One (1), Two (2), Three (3), Four (4) Five (5), and Six (6), will be null and void when this Third Amended and Restated Declaration of Covenants and Restrictions for Songwood Sections 1, 2, 3, 4, 5, and 6 is approved by a majority of owners of lots located in the subdivision and is filed in the Real Property Records of Harris County, Texas. These covenants and restrictions shall run with said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and in furtherance of the plan of development for the property described the undersigned hereby amend and restate said Declaration as follows:

ARTICLE I DEFINITIONS

The following words when used in the Declaration shall have the following meanings:

Section 1. "Association" shall mean and refer to the Songwood Homeowners' Association, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of the Common Area, if any.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) hereafter conveyed to or otherwise acquired by the Association for the common use and enjoyment of the members of the Association.

Section 6. "Corner Lot" shall refer to a lot which abuts on more than one street.

Section 7. "Declaration" shall refer to this Declaration of Covenants and Restrictions.

Section 8. "Member" shall refer to any person or entity which holds a membership in the Association.

Section 9. "Street" shall refer to any street as shown on the subdivision plat.

Section 10. "Subdivision" shall refer to Songwood, Sections 1, 2, 3, 4, 5 and 6, as recorded in the map or plat records of Harris County, Texas.

Section 11. "Subdivision Plat" shall refer to the recorded map or plat of the subdivision.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee I (herein referred to as the "Committee") comprised of three (3) members, all of whom shall be appointed by the Association's Board of Directors.

No person serving on the Committee shall be entitled to compensation for services performed. No member of the Committee shall be personally liable for any actions committed in the scope of services performed as a member of the Committee, except for gross negligence, intentional acts and willful and wanton behavior.

Section 2. POWERS OF THE COMMITTEE. No building or other improvements shall be constructed or reconstructed in the subdivision, and no exterior alterations therein shall be made until the plans showing the exterior elevations have been submitted to be approved in writing by the Committee as to conformity and harmony of external design, paint color, and location in relation to surrounding structures and topography. In the event the Committee fails to approve or disapprove such plans within thirty (30) days after submission to the Committee, approval thereof shall be deemed to have been denied.

If an application is approved with conditions, the applicant then has to submit proof to the committee that the conditions have been met. The applicant does not have to restart the application process to have the application approved.

The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height and extent of fences, walls and other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent properties and a limited number of acceptable exterior materials including paint color, stains and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the subdivision. Any construction, repair or remodeling must also be in

compliance with City code and must be properly permitted prior to beginning construction. All construction must be completed within 9 months of start date.

ARTICLE III SONGWOOD HOMEOWNERS' ASSOCIATION

Section 1. ORGANIZATION. The Association is organized and formed as a nonprofit corporation under the laws of the State of Texas. The principal purposes of the Association include but are not limited to, the collection, expenditure and management of the maintenance charge fund, enforcement of the Declaration, providing for the maintenance of the common areas and architectural control within the Subdivision, the general overall supervision of the affairs and the well being of the subdivision and any other property hereafter brought within it's jurisdiction, and the promotion of the health, safety and welfare of the residents within the Subdivision.

Section 2. BOARD OF DIRECTORS. The Association acts through a board of directors which manages the affairs of the Association as specified by the bylaws of the Association.

Section 3. MEMBERSHIP. Every Owner of a Lot shall be a member of the Association. Lot ownership is the sole requirement for membership and no owner shall have more than one membership even though the owners building site may consists of more than one lot. Lot Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to the Lot.

Section 4. VOTING. All Owners shall be entitled to one vote for each home owned within the Subdivision for which no outstanding dues are owed. When more than one individual or entity holds an ownership interest in a Lot, all such persons shall be Members, but in no event shall they be entitled to more than one vote with respect to that particular Lot. Holders of future interests shall not be considered as Owners for the purposes of voting hereunder.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. For each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed therefore, whether or not it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay to the Association the following: annual assessments of not less than twenty (20) dollars per lot.

Such assessments are to be fixed, established and collected as hereinafter provided. These assessments, together with interest, late fees, costs of collection and reasonable attorney's fees shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments or charges are made. Each such assessment together with such interest, late fees, costs and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such Lot. Upon a transfer of a Lot, the assessments accrued to the date of transfer must be paid in full.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward improvements to the neighborhood and neighborhood activities as approved by members present at a regular meeting and for the payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration, payment for accounting services, and for any other services, objectives and items that are necessary for the Association to carry out its purpose.

Section 3. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. The initial annual assessment shall be \$20.00 per lot per annum. The annual assessment shall be due by the 15th day of February and shall be subject to interest of not more than 10% annually on all unpaid balances. The annual assessment may be increased by a vote of a majority of homeowners.

Section 4. EFFECT OF NONPAYMENT OF ASSESSMENTS. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. If any assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, and /or foreclose the Vendor's Lien herein retained against the Lot. Interest, late fees, costs of collection, costs of court, and reasonable attorney's fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its representative the right and power to institute and maintain an action against such Owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien by any methods available for the enforcement of such liens at law and in equity. No Owner may waive or otherwise escape said Vendor's Lien and liability for the assessments provided for herein by non-use of any Common Areas. If an Owner abandons or divests himself or herself of ownership of a Lot, he or she is still responsible for any annual assessment or other rightful charges which become due and payable during the time when such Owner owned the Lot as outlined by the restrictions herein provided.

Section 5. EXEMPT PROPERTY. No Lot is exempt from the assessments and charges created herein including those properties owned by charitable or non-profit organizations.

ARTICLE V USE RESTRICTIONS

Section 1. RESIDENTIAL USE. Each and every Lot is herein restricted to one (1) residential dwelling for single family residential use only. As used herein, the term “residential use” shall be construed to prohibit the use of any Lot for duplex houses for rental purposes or apartment houses. No guest quarters, garage apartments or second residence of any kind can be built on any Lot. No trade or business may be conducted in or from any lot and/or residence.

Section 2. ANIMALS AND LIVESTOCK. Consistent with its use as a residence, dogs and cats may be kept on a lot, provided that: (a) they are not kept, bred or maintained for any business purposes: (b) that no more than four (4) such pets shall be kept on a lot: and (c) that the perimeter boundary of the lot upon with such pets are being kept is fenced with a fence adequate to retain such pets and constructed in compliance with Article VII, Section 7. No dog allowed by this section shall be allowed outside the lot upon which it is being kept unless restrained by an appropriate leash. The board of directors shall have the authority to authorize capture and removal of any dogs running loose in the subdivision without a leash. No other type of animal except small household pets, such as hamsters, fish and birds, shall be allowed in the subdivision.

Section 3. NUISANCES. 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 residents of the Subdivision.

Section 4. STORAGE, PARKING AND REPAIR OF VEHICLES. No motor vehicle may be parked or stored on any part of any lot, easement, right-of-way or common area or in the street adjacent to any lot, easement, right-of-way or common area unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles or pickup trucks that are in operating condition, that have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas can be parked on the driveway of any lot.

No camper, recreation vehicle, trailer, boat, non-motorized vehicle, machinery or equipment of any kind may be parked or stored on any part of any lot, easement, right-of-way or common area or in the street adjacent to such lot, easement, right-of-way or common area unless such object is completely concealed from public view inside a garage or other approved enclosure. At no time shall any passenger automobile, passenger van, motorcycle, pickup truck, camper, recreational vehicle, trailer, boat, non-motorized vehicle, machinery or equipment be parked on the grass, even on a temporary basis.

No owner of any lot in the subdivision or any visitor or guest of any owner shall be

permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. For the purposes of the forgoing term, "temporary" shall mean that the vehicle shall not be worked on in driveways or streets in excess of forty eight (48) hours.

Section 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstance exists, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 9:00 p.m.

Section 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris or offensive material of any kind (hereinafter collectively referred to as "material" in this paragraph) shall be stored, kept or allowed to remain on any lot. Nor shall any lot be used or maintain as a dumping ground for such materials. All such materials shall be placed in sanitary containers constructed of metal, plastic or masonry with tight-fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. The equipment cannot be stored on the lot in public view. In a manner consistent with good housekeeping, the owner of each lot shall remove such prohibited material from the lot at regular intervals at their expense.

Section 7. BUILDING MATERIAL. No lot shall be used for the storage of any materials whatsoever except that material used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced. Building materials may remain on lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the lot or stored in a suitable enclosure on the lot. Under no circumstances shall building materials be placed or stored on the street paving.

Section 8. No drilling, developing operations, refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any lot. Owner waives it's right to use the surface of any lot for the exploration, development or production of oil, gas or other minerals for the mineral estate, if any, owned and retained by Owner.

ARTICLE VI ARCHITECTURAL RESTRICTIONS

Section 1. TYPE OF RESIDENCE. Only one single family residence shall be permitted on each lot. No, trailer, basement, tent, shack, garage or outbuilding shall be used as a residence, temporarily or permanently. All new structures shall be of new construction and

shall be built in a style and with a material type and finished color that is in keeping with the harmony of the neighborhood. Only brick, cedar shakes, wood or vinyl and aluminum siding are permitted as an exterior finish on any residence or outbuilding. No structure or building of any kind shall be moved from another location onto any lot without prior approval of the Architectural Committee. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. No carports shall be allowed on any lot. Those in existence prior to this amendment being filed of record in the Real Property records of Harris County, Texas shall be grandfathered. If any of the carports that are grandfathered are removed, for any reason, they cannot be replaced.

Section 2. LIVING AREA REQUIREMENTS. No single story dwelling located within the Subdivision shall contain less than 930 square feet of living area, exclusive of open porches and garages; no two story dwelling shall contain less than 1250 square feet of living area exclusive of open porches and garages. No residence or outbuilding can be built over two stories tall.

Section 3. LOCATION OF RESIDENCE ON LOT. No building shall be located on any lot nearer to the front lot lines or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no residence building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than ten (10) feet to any side street line. No building shall be located nearer than four (4) feet to an interior lot line except that a detached garage or other out-building shall be located fifty (50) feet from the front lot line and shall not be located nearer than four (4) feet to an interior lot line. Eaves, steps and open porches shall not be considered as a part of a building provided, however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

All lots as platted constitute one building site, but no lots shall be resubdivided into any building plot, nor shall any dwelling be erected or placed on any lot, having a width of less than fifty (50) feet as the minimum building set-back line in the case of lots facing on a cul-de-sac at the end of a street or having a width of less than fifty-five (55) feet at the minimum set-back line in the case of all other lots, nor upon any building plot or site having an area of less than fifty-five hundred (5500) square feet.

For the purpose of these Restrictions, the front of each lot shall coincide with the property line having the smallest dimension abutting a street. Each residence building will face the front of the lot and will be provided with driveway access from the front of the lot only, except that the garages on the corner lots may face the side street.

Section 4. TEMPORARY BUILDINGS. Temporary buildings or structures, mobile homes, manufactured homes and prefabricated homes shall not be permitted on any lot. Owner may permit temporary toilet facilities and storage areas to be used in connection with the construction of residences but they must be removed immediately when the construction is completed. No shipping/storage containers are allowed on any lot.

Section 5. DRIVEWAYS. On each lot the owner shall construct and maintain at his expense the driveway from the garage to the abutting street, including the portion of the

driveway in the street easement, and the owner shall repair at his expense any damage to the street occasioned by connecting the driveway thereto. Residences shall have adequate driveway space to accommodate off street parking for all the vehicles being parked at the residence on a permanent basis.

Section 6. ROOF MATERIAL. Roofs of all residences shall be constructed so that the exposed material is of a material, color and grade approved by the Architectural Control Committee and must comply with any municipal building codes in force on the date of construction of the roof involved.

Section 7. FENCES. No fence or wall shall be erected on any lot nearer to the street than the building setback lines as shown on the subdivision plat. Fences shall not exceed seven (7) feet in height including any rot boards across the bottom. In the event the main residential structure on any lot is constructed behind such building setback lines, then no fence or wall shall be erected on such lot nearer to the street than the front side of the residential structure. Fences are to be kept in good repair. Fences that are replaced may not be altered, modified or painted differently in any manor from the original fence that is being replaced unless the plans thereof have been submitted to and approved by the Architectural Control Committee. Any fence surrounding a back yard swimming pool must meet all applicable code requirements. All swimming pools must be fenced in accordance with City code.

Section 8. GRASS, SHRUBBERY AND LANDSCAPING. The owner of each lot shall sod with grass the area between the front of his residence and the curb line of the abutting street. Grass and weeds shall be kept mowed, curbs shall be edged and flower beds shall be weeded to prevent an unsightly appearance. Dead or damaged trees which might create a hazard to property or persons within the subdivision shall be promptly removed or repaired. Vacant lots shall be mowed and maintained by the owner and shall not be used as dumping grounds for rubbish, trash, rubble or soil.

Section 9. SIGNS. No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot except for the following: (i) one (1) professionally made sign not more than thirty six inches (36") square, advertising an owners dwelling for sale or rent may be placed on such improved lot; (ii) one (1) sign not more than thirty six inches (36") square advertising the builder of the owner's dwelling during construction period of such residence until completion, not to exceed thirty (30) days; (iii) security service signs; and (iv) political signs not to exceed thirty six inches (36") square and in a limited number and for a limited time period before elections. No more than three (3) political signs can be placed on any lot at any one time and for a length of no more than three months prior to the election and must be removed within two days after the election. The Association shall have the right to remove any sign advertisement or billboard which is placed on any lot in violation of these restrictions and in doing so, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection with or arising from such removal. The Association shall have the right, but not the obligation, to erect identifying signs at each entrance to the subdivision.

Section 10. TRAFFIC SIGHT AREAS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner lot within the triangular area formed by the lot line abutting a street, the edge line of any driveway or ally pavement and a line connecting them at a point ten (10) feet from their intersection.

Section 11. ANTENNAS AND SATELLITE DISHES. Dish antennas with a diameter of over one meter require Architectural Control Committee approval prior to installation. Dish antennas of one meter or less in diameter may be installed without prior approval. All dishes must be installed behind the front building line and if possible, out of the line of sight from the street.

Over the air television reception antennas and direct internet access antennas that do not exceed twelve (12) feet in height above the ridgeline may be installed without approval of the ACC. Any antenna over twelve feet in height above the ridgeline must have ACC approval because of safety concerns. No other types of antennas are permitted if they are visible from any street, common are or adjacent property.

Section 12. MINIMUM LOT SIZE. No building may be erected or placed on anything less than a full lot as determined by the subdivision plat that is on file in the Real Property Records of Harris County, Texas. Minimum lot size is fifty five hundred (5500) square feet.

Section 13. MAILBOXES. Mailboxes, house numbers and similar matter used in the subdivision must be harmonious with the overall character and aesthetics of the community.

Section 14. BASKETBALL GOALS. No basketball goals are allowed to face the street.

Section 15. PRIVATE UTILITY LINES. All electrical, telephone and other utility lines which are located on a lot and are not owned by a governmental entity or public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Architectural Control Committee.

Section 16. GARAGE SALES. Only two (2) garage sales per calendar year are allowed on any Lot in the subdivision.

Section 17. SEASONAL DECORATIONS. Outdoor seasonal decorations must be removed within thirty (30) days of the actual holiday. This restriction applies to all holiday decorations.

Section 18. EXTERIOR MAINTENANCE ON IMPROVMENTS. All improvements on a lot must be maintained in a state of good repair and shall not be allowed to deteriorate. This includes, but is not limited to, the following:
All painted surfaces must be clean and smooth with no discolored or bare areas or peeling paint

and all surfaces must be free of mildew.
All rotted and damaged siding and trim must be replaced or repaired.
Gutters must be kept in good repair and not be allowed to sag or hang down.
Roofs must be in good repair with no missing or curling shingles.
All glass surfaces must not be cracked or broken.
Garage doors must be undamaged and in good repair.
Fences and gates must be kept in good repair.

Section 19. ENFORCEMENT OF EXTERIOR MAINTENANCE AT VACANT PROPERTY. In the event of violation of any covenant or restriction herein by any owner of any improved or unimproved lot which is vacant, and the continuance of such violation after ten (10) days written notice thereof, or in the event the owner has not proceeded with due diligence to complete appropriate lawn maintenance, repairs, painting and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents to repair, maintain and restore the lot and the exterior of the residence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right, through its agents to enter any vacant residence or improvements located upon such lot. The Association may render a statement of charges to the owner or occupant of such lot for the cost of such work. The owner and occupant agree by the purchase and occupation of the lot to pay such statements immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas and any reasonable attorney's fees and costs shall become a part of the assessment payable by said owners and payment thereof shall be secured by the lien herein retained. The Association and its agents shall not be liable and are hereby expressly relieved from any liability for trespassing or other tort in connection with the performance of the exterior maintenance or other work authorized herein.

ARTICLE VII ENFORCEMENT

The Association or any owner shall have the right to enforce, by any proceedings at law or in equity, the covenants and restrictions contained herein. Failure of the Association 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. Costs and reasonable attorney's fees incurred by the Association in any such enforcement action shall be reimbursed to it from any owner found to be in violation of the covenants and restrictions, and such charge when unpaid for thirty days after being billed to the owner shall become a part of the lien on the property and collectable as allowed by Article IV, Section 4 herein above. Each owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association or its agent, the right and power to bring all actions against such owner personally for the collection of such charges. No owner may waive or otherwise escape liability for the charges provided for herein by non-use of the community properties or abandonment of his lot.

ARTICLE VIII GENERAL PROVISIONS

Section 1. TERM. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date that this Amended Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive period of ten (10) years each, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to terminate the covenants and restrictions in whole or in part.

Section 2. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or other court order shall in no way affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporation (or other entities) or individuals, male or female, shall in all cases be assumed as through in each case fully expressed.

Section 4. TITLES. The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret or limit the meaning of any term or provision contained in this Declaration.

Section 5. INTERPRETATION. If this Declaration or any work, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. If there is a conflict between the Declaration and the Articles of Incorporation and Bylaws, then this Declaration is superior to those documents.

Section 6. 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 is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 7. NOTICES. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing. It is the responsibility of the member or owner to notify the Association of any changes to their mailing address.

Section 8. AMENDMENT. This declaration may be amended at any time by an instrument executed by a majority of the owners of the lots in the subdivision.