

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
PANTHER POINT COMMUNITY ASSOCIATION**

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This Declaration, made on the date hereinafter set forth by Panther Traders, Inc., a Texas corporation, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Panther Traders, Inc., is the owner of all that certain real property located in Harris County, Texas, as more particularly described in Section 1.1 hereof; and

WHEREAS, Declarant desires to create and carry out a general and uniform plan for the improvement, development, maintenance, use and continuation of a residential community on the property as set forth in Article I hereof for the mutual benefit of the successors in title to Declarant which property will be conveyed subject to the covenant, conditions, restrictions, liens, charges and easements as herein set forth.

NOW, THEREFORE, in order to carry out a uniform plan for the improvement, development, maintenance, sale and use of the properties within the Subdivision as herein defined, it is hereby declared that all of the properties within the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens (sometimes herein collectively referred to as "covenants and restrictions", all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said properties. These covenants and restrictions shall run with said real property and be binding upon all parties having or acquiring any right, title, or interest in said real property or any part thereof, their heirs, predecessors, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**DEFINITIONS**

Wherever used in this Declaration, the following words and/or phrases shall have the following meanings, unless the context clearly requires otherwise:

Section 1.01. "Property Subjected to Declaration" The real property, which, by the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is that certain real property located in Harris County, Texas, more particularly described as follows, to wit:

A tract or parcel of land containing 3.2545 acres of land, more or less, in the

George Morris Survey, Abstract A-593 being a replat of Reserve "A" of Chelsea Row Apartments Replat recorded in Film Code # 370050 of the Harris County Map Records, City of Houston, Harris County, Texas according to the map or plat thereof, as shown under Film Code No. 512066 Harris County Map Records, said 3.2545 acres of land being more particularly described in metes and bounds on Exhibit "A" attached hereto and made a part hereof.

Section 1.02. "Other Property: Annexation" Only the real property described in Section 1.01 is hereby made subject to this Declaration; provided, however, upon written consent of Declarant without joinder of any other Person or Owner during the Development Period, and thereafter upon written consent of a majority of the Owners of all Lots then contained within the Subdivision, the Association may subject any other property to the scheme of this Declaration.

Section 1.03. "Architectural Control Committee" or "ACC" shall mean the committee established pursuant to Article IV of this Declaration.

Section 1.04. "Architectural Guidelines" shall mean the procedural, aesthetic, environmental and architectural policies and procedures from time to time adopted by the Architectural Control Committee.

Section 1.05. "Association" shall mean Panther Point Community Association, Inc., a Texas non-profit corporation, presently or hereafter incorporated by or on behalf of Declarant for the purposes contemplated by this Declaration, and its predecessors, successors or assigns by merger, consolidation or otherwise.

Section 1.06. "Board or Board of Directors" shall mean the Board of Directors of the Association, whether such Board is appointed by Declarant or elected in accordance with applicable Governing Documents.

Section 1.07. "Bylaws" shall mean the Bylaws of the Association, as from time to time amended in accordance with applicable provisions of the Bylaws, whether or not such Bylaws or amendments thereto are filed of record. Each Person acquiring any right, title or interest in the Subdivision shall acquire and hold such right, title and interest subject to all of the terms and provisions of the Bylaws, and any amendments thereto.

Section 1.08. "Common Area" shall mean and refer to all those areas of land and improvements within the Properties as shown on the Subdivision Plat, except the Lots and public streets shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "Common Area" shall mean and refer to Common Area as defined respectively in the Declaration and all Supplemental Declarations. Common Area also includes any pipeline easements, drainage easements or utility easements not within platted Lots, landscape reserves and recreational reserves.

Section 1.09. "Declarant" shall mean PANTHER TRADERS, INC., a Texas corporation, and its successors and assigns if such successors or assigns:

- (a) acquire all the undeveloped or developed but previously unoccupied or unsold Lots within the Subdivision from Declarant for purposes of development and resale; or
- (b) are expressly designated in writings by Declarant as a successor or assign of Declarant hereunder, in whole or in part.

Section 1.10. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Panther Point, and any amendments thereto.

Section 1.11. "Development Period" shall mean the period of time beginning on May 1, 2004 and ending on the earlier occurrence of either of the following events:

- (a) When total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or
- (b) On the first day of January, 2015.

Section 1.12. "Governing Documents" shall mean all applicable provisions of this Declaration, the Bylaws and Articles of Incorporation of the Association, Rules and Regulations, Architectural Control Guidelines, all written decisions and resolutions of the ACC and Board, and amendments to any of the foregoing.

Section 1.13. "Lot" shall mean a building site within the Subdivision, whether conveyed by metes and bounds or by reference to the Plat, upon which there has or will be built a single family residential dwelling.

Section 1.14. "Member" shall mean every Person who holds a membership in the Association.

Section 1.15. "Owner" shall mean the owner, whether one or more Persons, of the fee simple title to any Lot, including any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure or proceedings in lieu thereof, but excluding any Person holding a lien or other encumbrance, easement, mineral interest or royalty interest burdening the title thereto or otherwise having an interest merely as security for the performance of an obligation.

Section 1.16. "Regulated Modification" shall mean the placement, construction, reconstruction or erection of, or modification, alteration, or addition to, any building, structure, improvement, thing or device, and any usage thereof, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment, architectural appearance or standards, patterns of usage, or grades or topography generally prevailing in the Subdivision as of the date of establishment of the Regulated Modification, including by way of illustration and not of limitation:

1. Any building, garage, porch, shed, greenhouse, bathhouse, coup or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, wall or other screening device, curbing, paving, wall, trees shrubbery and any other landscaping, fountains, statuary, lighting fixtures, signs or signboard, or any temporary or permanent living quarters (including any mobile home) or any other

temporary or permanent modification or alteration;

Section 1.17. "Rules and Regulations" shall mean the policies and procedures from time to time adopted by the Board of Directors regulating the operation, use and occupancy of the Subdivision, including the Lots and Community Properties in accordance with Article VII hereof.

Section 1.18. "Subdivision" shall mean Panther Point Community Association, Inc. as more particularly described in Section 1.01 hereof, any other real property subjected to this Declaration as herein provided.

## ARTICLE II

### PANTHER POINT COMMUNITY ASSOCIATION, INC.

Section 2.01. Organization. Panther Point Community Association, Inc., (the "Association") shall be organized and formed by Declarant as a non-profit corporation under the laws of the State of Texas. The Association shall have full power, authority and standing to enforce all provisions of the Governing Documents. 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, providing for maintenance, preservation and architectural control within the Subdivision, the general overall supervision of all of the affairs and well being of the Subdivision and the promotion of the health, safety and welfare of the residents and Owners of Lots within the Subdivision.

#### Section 2.02. Board of Directors.

- (a) Purpose. The Association shall act through a Board of Directors, which shall manage the affairs of the Association as specified in this Declaration and other applicable Governing Documents.
- (b) Composition. Declarant shall act as and constitute the Board of Directors during the Development Period, and for such purposes may designate any agent or employee of Declarant to discharge such functions. Thereafter, the Board shall be composed and its members elected as provided in the Bylaws.
- (c) Open Meetings and Records. Meetings of the Board of Directors, and minutes, ~~documentation and communications related thereto shall be open to Members;~~ provided, by resolution of the Board of Directors may agree to meet in executive closed session to discuss privileged communications and such other matters as the board shall deem in its sole good faith opinion the best interest of the privacy rights of individual Members, ~~consideration of competitive bids until a final bid is accepted,~~ and matters where any conflict of interest exists between a Member and the Association and disclosure would detrimentally effect the interest of the Association.

Section 2.03. Membership. Every Person who is the record owner of a fee simple title or undivided fee simple title interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include

\*constituting a legal accompaniment

Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate any Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall automatically pass with the title to the Lot.

Section 2.04. Voting Rights of Members.

- (a) Development Period: During the Development Period there shall be two (2) classes of membership entitled to voting rights in the Association, which shall be as follows:
  - (a) Class A: Class A Members shall be all Owners of Lots in Panther Point, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
  - (b) Class B: Class B Members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which ever occurs earlier:
    - a. When total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or
    - b. On the first day of January, 2015.
- (b) Cumulative Voting Prohibited: Cumulative voting shall not be permitted as to any matter placed before the membership for a vote, including election of Directors.
- (c) Suspension of Voting Rights: Voting rights of any Member may be suspended for breach of the Governing Documents as herein provided.

Section 2.05. Books and Records.

- (a) Inspection by Members and Mortgagees. Upon written request stating a proper purpose thereof, any Member of the Association or his duly appointed representative shall be entitled to make a reasonable examination of the books and records of the Association at any reasonable time and for a proper purpose reasonably related to their interest as a Member at the office of the Association or at such other place in Harris County, Texas as the Board of Directors shall prescribe. No Member shall remove any books and records from the possession of the Association for any reason. Any Member may request copies of books and records, which the Member is entitled to inspect upon written request stating the specific books and records desired and a proper purpose for the request. Notwithstanding the foregoing, no Member shall be entitled to examine any documents regarding confidential matters

and the Association shall have a privilege to refuse to disclose any confidential communications regarding (i) any confidential communications by and between past or current legal counsel to the Association and the Board of Directors of the Association, or any agent, employee, representative or committee of either, (ii) any confidential communications as determined by the Board of Directors in accordance with Section 2.02, and (iii) any communications privileged under the Texas Rules of Civil or Criminal Procedure, the Texas Rules of Civil or Criminal Evidence, and any other applicable statute or law of the State of Texas or United States of America.

- (b) Rules for Inspection. The Board of Directors may from time to time establish reasonable rules for inspection of any books and records of the Association (either by resolution or by adoption of Rules and Regulations) with respect to (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of reasonable duplication and administrative costs of inspection. Payment of all costs of inspection shall be a condition precedent to the right of any Member to obtain copies of any books and records.

Section 2.06. Limitation of Liability; Indemnification

- (a) General. Except for intentional misconduct, knowing violation of the law, or as otherwise required by the State of Texas Non-Profit Corporation Act (including Article 1396-2.22A thereof, as amended), no Director shall be liable to the Association or its Members, and the Association shall not be liable to any Member, for monetary damages or otherwise for any act or omission in the Director's capacity as a Director or any act or omission of the Association within the scope of its purposes. The Association shall indemnify and keep indemnified, and hold harmless, any Director or former Director to the fullest extent necessary to accomplishment of the foregoing and to the fullest extent otherwise allowed by law, and hold any such Director or former Director harmless from and against all claims, demands, suits, judgments, court costs, attorney's fees, attachments and all other legal action as contemplated thereby. All provisions of this section shall also apply to any officer or former officer of the Association, and to all Association Committees and members thereof (current or former), including the Architectural Control Committee.

Liability Arising From Conduct of Owners. Each Owner, and each Owner's tenants, shall indemnify and keep indemnified and hold harmless, the Association and its officers, Directors, agents and employees from and against all attachments and all other legal actions caused through the willful or negligent act or omission of an Owner, the Owner's tenants, or the family, guest, invitees, agents or employees of either.

- (c) Subsequent Statutory Authority. If the Texas Non-Profit Corporation Act, Texas Miscellaneous Corporations Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code or any other applicable statute, state or federal, is construed or amended subsequently to the filing of this

Declaration to further eliminate or limit liability or authorizing further indemnification than as permitted or required by this Section 2.06, then liability shall be eliminated or limited and right to indemnification shall be expanded to the fullest extent permitted by such construction or amendment.

- (d) No Impairment. Any repeal or modification of this Section 2.06 by the Members of the Association shall not adversely affect any rights or protection existing at the time of such repeal or modification.

### ARTICLE III

#### ARCHITECTURAL CONTROL COMMITTEE

Section 3.01. Approval of Building Plans. No building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament, except landscaping (as defined below), shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to or change or alteration, other than landscaping, be made to the Lot, improvements, appurtenances, or corporeal hereditaments until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of Panther Point subdivision. Landscaping shall mean living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth, i.e., bark mulch, etc.; however, trellises, window boxes, arbors, and permanent brick borders must have Architectural Control Committee approval. Landscape timbers, and bricks that are same color as the bricks on the dwelling and without mortar do not need Architectural Control Committee approval unless they exceed a height of two (2) feet. Nothing herein shall be construed as requiring Architectural Control Committee approval for the interior of any building, structure or improvement. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive. The approval or lack of approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Section 3.02. Architectural Control Committee. As used in this Declaration, the term "Architectural Control Committee" shall mean a committee of three (3) members, all of whom shall be initially appointed by Declarant, except as otherwise set forth herein. Declarant hereby retains its rights to assign the duties, powers and responsibilities of the Architectural Control Committee to the Panther Point Community Association at any time, but not later than when one hundred percent (75%) of all Lots and all subsequent sections of Panther Point are occupied by residents, and the term "Architectural Control Committee" herein shall include the

Association, as such assignee. At any time, the then record owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The address of the committee is 5090 Richmond Avenue, Suite 495, Houston, Texas 77056.

Section 3.03. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 3.04. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guidelines and such Architectural Control Committee shall not be bound thereby.

Section 3.05. Term. The duties and powers of the initial Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, the approval described in this covenant shall cease and terminate; provided, that any time after January 1, 2014, whether or not the term of the Architectural Control Committee specified above shall have expired, by a two-third (2/3) vote of the members present and voting, the Board of Directors of the Panther Point Community Association may assume the duties and powers of the Architectural Control Committee, and thereafter the Board of Directors of the Association shall have all of the rights, benefits and powers provided herein for the Architectural Control Committee.

Section 3.06. Submission of Plans Required. Before commencement of work to accomplish any proposed improvement to Property, the Owner proposing to make such improvement to Property ("the applicant"), shall submit an architectural application to the Architectural Committee including surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Architectural Committee shall reasonable request, showing the nature, kind, shape, height, width, color, materials and location of the proposed improvement to Property

Section 3.07. Criteria for Approval. The Architectural Committee shall evaluate all submitted applications for ACC approval on the individual merits of the particular application. Judgments and decisions of the ACC shall be based on the following criteria applied in accordance with the aesthetics, environment or applied in accordance with the aesthetics, environment or architectural appearance or standards generally prevailing in the Subdivision as of the date of submission of an application:

- (a) Compliance With Governing Documents and Governmental Laws. The proposed Regulated Modification shall substantially comply with applicable provisions of the Governing Documents and governmental laws, ordinances and regulations.
- (b) Harmony and Compatibility. The Regulated Modification shall relate favorably to its surroundings and the Subdivision in terms of harmony, compatibility and conformity with surrounding buildings, structures,



grades, topography, location, color, workmanship, materials, usage and design.

- (c) Precedence for Approval or Disapproval. The ACC shall use all reasonable efforts to achieve consistency in the approval or disapproval of specific types of Regulated Modifications. To this end, consideration will be given to similar applications for architectural approval, and the decisions and actions of the ACC with regard thereto.

Section 3.08. Basis for Disapproval by ACC. The ACC may disapprove any request for approval submitted pursuant to Article III for any of the following reasons:

- (a) Failure to comply with any applicable Architectural Review Criteria as set forth in Section 7; or
- (b) Lack of sufficient information, plans or specifications as reasonably determined by the ACC to enable the ACC to fairly and fully evaluate the aesthetic, environmental or architectural impact of a proposed Regulated Modification or the uses thereof, or failure to include any information, plans or specifications required by applicable Governing Documents, or as may be requested by the ACC.
- (c) In the event of disapproval, the ACC shall so notify the applicant in writing; and if disapproval is based on lack of sufficient information, plans or specifications, then the ACC shall also notify applicant of the additional information, plans or specifications required.

Section 3.09. Architectural Guidelines. The Architectural Control Committee, may from time to time, promulgate, modify and delete such reasonable Architectural Guidelines applicable to the Subdivision, including Lots, as it deems appropriate to maintain or enhance the architectural, environmental or aesthetic standards of the Subdivision. Such authority shall include, but shall not be limited to, the right to specify

- (a) Specific procedural guidelines for the submission of requests for, and plans, specifications and other information necessary to obtain, ACC approval to commence, erect, construct or maintain any Regulated Modification, and procedural requirements for the conducting of all activities necessary to accomplish same.
- (b) Specific types of Regulated Modifications which may be commenced, constructed, erected or maintained upon any Lot or anywhere within the Subdivision, as well as specific types of Regulated Modifications which will not be permitted upon any Lot within the Subdivision.
- (c) Permissible uses of any Regulated Modifications.
- (d) Minimum Setbacks.
- (e) The location, height and extent of fences, walls or other screening devices, walk, decks, patios or courtyards.

- (f) The orientation of structures and landscaping with respect to streets, walks, driveways and structures on adjacent properties; and
- (g) In general, all requirements reasonably deemed necessary to maximize compliance with Architectural Review Criteria as set forth in paragraph 7.

Section 3.10. Decision of Architectural Control Committee. The decision of the Architectural Committee shall be made within thirty (30) days after receipt of all materials required by the Committee. The decision shall be in writing and, if the decision is not to approve a proposed improvement to Property, the reasons therefore shall be stated. The decision of the Committee shall be transmitted to the Applicant at the address furnished by the Applicant to the Committee. The Owner, however, is responsible under all circumstances to conform to the provisions of these restrictions in their entirety.

Section 3.11. Failure of Approval by the Architectural Control Committee. Any request for approval of a proposed improvement to Property shall be deemed denied by the Architectural Committee, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Committee, within thirty (30) days after the date of receipt by the Committee of all required materials; provided, however, that no such deemed disapproval shall operate to permit any Owner to construct or maintain any improvement to Property that violates any provision of this Declaration or the Architectural Guidelines. The Architectural Committee shall at all times retain the right to object to any improvement to Property that violates any provision of this Declaration or the Architectural Guidelines.

Section 3.12. Prosecution of Work After Approval. After approval of any proposed improvement to Property, shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed improvement to Property in the materials submitted to the Architectural Committee. Failure to complete the proposed improvements within nine (9) months after the date of approval or such other period of time as shall have been designated in writing by the Architectural Committee (unless an extension has been granted by the Architectural Committee in writing) or to complete the improvement in strict conformity with the description and materials furnished to the Architectural Committee, shall operate automatically to revoke the approval by the Architectural Committee of the proposed improvement. No improvement shall be deemed complete until the exterior fascia and trim on the structure have been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the dwelling unit, 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 3.13. Notice of Noncompliance. If, as a result of inspections or otherwise, the Architectural Committee finds that any improvement has been constructed or undertaken without obtaining the approval of the Architectural Committee or has been completed other than in strict conformity with the description and materials furnished by the Owner to the Architectural Committee or has not been completed within the required time period after the date of approval by the Architectural Committee, the Committee shall notify the Owner in writing of the noncompliance ("notice of noncompliance"). 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 within the period of time set forth therein.

Section 3.14. Correction of Noncompliance. If the Architectural Committee finds that a noncompliance continues to exist after such time within which the Owner was to remedy the noncompliance as set forth in the Notice of Noncompliance, the Association may, 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 Office of the County Clerk of Harris County, Texas; (b) remove the noncomplying improvement to Property; 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. If the Owner does not promptly repay such expenses to the Association, the Board may levy an assessment for such costs and expenses against the Owner of the Lot in question and such assessment will become a part of the assessment provided for in Article IV hereof. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Association to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

Section 3.15. Non-Liability for Architectural Committee Action. None of the members of the Architectural Control 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 any Architectural Committee member, 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 Committee shall not be responsible for reviewing, nor shall its approval of an improvement to Property be deemed approval of, the improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the Architectural Control Committee, any member of the Board of Directors, or Declarant 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 Control Committee, the Board of Directors, or otherwise. Finally, neither Declarant, the Board, the Architectural Control Committee, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof, or for failure to repair or maintain the same.

Section 3.16. Variances. Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including as examples but without limitation, written request for and description of the variances requested, plans, and specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated

representative if one has been designated under the authority contained in Section 2 above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the terms of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

#### ARTICLE IV

#### MAINTENANCE ASSESSMENTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. Each Lot in the Properties is hereby subjected to an annual maintenance charge, and the Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, and (3) other charges assessed against an Owner and his Lot as provided in Article IV Section 4.03 and Article IV Section 4.05 of this Declaration, such assessments and charges to be established and collected as hereinafter provided. The annual and special assessments, together with interest, collection costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees and/or collection costs, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 4.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision and for the improvement and maintenance of common areas, if any. The responsibilities of the Panther Point Community Association shall include, by way of example but without limitation, at its sole discretion, and any and all of the following: maintaining reserves, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining rights-of-way, easements, esplanades and other public areas, if any; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing peace officers and watchmen; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the properties in the Subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in

good faith.

Section 4.03. Rate of Assessment. The annual and special assessments shall be fixed at a uniform rate as follows:

- a) Owners (excluding Declarant, its successors or assigns and Builders), as defined herein, shall pay one hundred percent (100%) of both annual and special assessments; and
- b) The Declarant, its successors or assigns and Builders, as defined herein, shall pay fifty percent (50%) of annual and special assessments attributable to their Lots.

The annual maintenance charge for a Lot shall commence to accrue on the later of (i) the date these Covenants, Conditions and Restrictions are recorded, (ii) the date of the recorded plat; (iii) the date of substantial completion of the Lot as certified in writing by the Declarant's engineer; and shall continue to accrue annually. The maintenance charge for the year of commencement shall be prorated from the commencement date until the last day of the year of commencement, and said portion shall be due and payable on January 1 of the succeeding year. After the year of such recording, the maintenance charge will be collected annually in the amount of the annual assessment, payable on January 1 of the same year as the annual assessment. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors of the Association as the needs of the Subdivision may, in the judgment of the Board of Directors of the Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed, or \$1,100.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

Section 4.04. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand One Hundred Dollars (\$1,100.00) per Lot per year. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above the ten percent (10%) increase described above only by approval of two-thirds (2/3) of each class of Members in the Association present and voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates shall be established by the Board of Directors.

Section 4.05. Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof, other than a Builder, a contribution shall be made by or on behalf of the purchaser to the Association in an amount of one hundred dollars (\$100.00). This amount shall be in addition to, not in lieu of, the Base Annual Assessment and shall not be considered an advance payment of such Assessments. This amount shall be deposited into the purchase and

sales escrow and disbursed there from to the Association.

Section 4.06. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Class B members shall not vote on special assessments.

Section 4.07. Effect of Nonpayment of Assessments.

- (a) Effect. Any assessments, which are not paid when due, shall be delinquent. If any assessments are not paid within thirty (30) days after the due date, then:
- (b) Interest. Interest at the rate of the lesser of eighteen percent (18%) per annum or the maximum legal rate shall be charged on all delinquent assessments, regular, special or compliance costs, which are not paid in full within thirty (30) days after the due date and after the date payment of same is due.
- (c) Late Charges. A late charge in the amount of fifteen dollars (\$15.00), or such other reasonable amount as from time to time determined by the Board, is hereby imposed as to any regular or special assessment, and as to any of the compliance assessments which are not paid in full within thirty (30) days after payment of same is due.
- (iii) Compliance Costs. All expenses incurred by reason of a breach or violation of or to obtain compliance with any provisions of this Declaration or other Governing Documents shall be assessed against the Owner of the Lot who occasioned the incurrence of such expenses, including reasonable attorney's fees whether incurred prior to, during the pendency of or after successful completion of any actions in a court of competent Jurisdiction.

Section 4.08. Lien for Assessments.

- (a) Establishment of Lien. All sums assessed against any Lot pursuant to this Declaration, whether by regular, special or specific assessment as provided herein, shall be secured by a continuing lien on such Lot in favor of the Association.
- (b) Perfection of Lien. The recordation of this Declaration constitutes a record notice and perfection of the Association's continuing lien, effective from the date of recordation of this Declaration. No further recordation of a claim of lien or other notice of any type of kind whatsoever shall be required to establish or perfect such lien. To further evidence such lien, the Association may, but shall not be required to, prepare and file in the Real Property Records of Harris County, Texas, written notice of default in payment of assessments in such form

as the Association may direct.

Section 4.09. Subordination of the Lien to Mortgages. To secure the payment of all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarant and the Owner of any such Lot to secure the payment of monies advanced on account the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### MAINTENANCE

Section 5.01. Responsibility of Association. The Association shall maintain the Common Areas including Common Area perimeter fences, and keep same in good repair. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situation on the Common Areas.

Section 5.02 Owner's Responsibility.

- (a) General. All maintenance of the Lots and all improvements thereon, including fences, shall be the sole responsibility of the Owner thereof who shall maintain such Lot in a manner consistent with the standards of use, conduct, appearance and maintenance generally prevailing in the Subdivision as may be more specifically determined by this Declaration and other Governing Documents, including as determined from time to time by duly adopted Architectural Guidelines and Rules and Regulations.
- (b) Disturbance of Common Areas. In the event that the performance of any

Owner's maintenance responsibilities shall require that any portion of the Common Area be modified, removed or disturbed, then such Owner's obligations shall be performed, at the option of the Association, either under the supervision of the Association in accordance with plans and specifications approved by the Association, or by Association at the expense of the Owner. If the Association shall perform such obligations at the expense of the Owner, the Owner shall pay such expense upon demand. Such indebtedness shall be added to and become part of the specific assessment to which such Owner and the Owner's Lot shall be subject, and shall be secured by the continuing lien hereby established against such Owner's Lot.

## ARTICLE VI

### USE RESTRICTIONS

Section 6.01. Residential Use. Each and every Lot is hereby restricted to residential dwellings for single-family residential use only. No business, professional, commercial or manufacturing use shall be made of any Lot or any improvement located thereon, even though such business, professional, commercial or manufacturing use by subordinate or incident to use of the premises as a residence.

No structure other than one single family residence and its permitted outbuildings shall be constructed, placed on or permitted to remain on any Lot in the Subdivision. Without limitation of the foregoing, as used in this Declaration: (i) the term "residential use" shall be construed to prohibit the use of any Lot for apartment houses or other type of dwelling designed for multi-family dwelling, or for more than one (1) Unit upon any single Lot (provided such Unit may be contained in a Duplex), or the use of any garage as a garage apartment or residential living quarters; and, (ii) the term "single family" shall be construed to mean and include only parents, children, grandparents, and grandchildren and domestic servants.

The following specific restrictions and requirements shall apply to all Lots in the Property:

Section 6.02. Exterior Wall. The exterior of the units shall be exclusive of masonry, masonry veneer, or stucco construction unless otherwise approved in writing by the Architectural Control Committee.

Section 6.03. Roof Materials. Unless otherwise approved in accordance with the last sentence of this section, the roof of all buildings on the Property shall be constructed or covered with asphalt composition shingles or fiberglass composition shingles with a minimum manufacturers guarantee of twenty years. The color of the shingles must be in harmony with the unit, unless otherwise approved by the Architectural Control Committee. Any other type roofing material may be used only if approved in writing prior to installation by the Architectural Control Committee.

Section 6.04. Air Conditioners. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building or on any Lot, except in temporary buildings and then only if approved in writing by the Architectural Control



Committee prior to installation or placement. Any air conditioning unit installed in a Unit, shall be located or screened so as not to be visible from any street within the Properties.

Section 6.05. Minimum square footage within improvements. Each dwelling described above as shown on the plat of PANTHER POINT or any replat thereof, are restricted to a dwelling with a minimum of one thousand four hundred (1,400) square feet of livable area, exclusive of open porches and garages or carports, for a one-story dwelling. The total living area for a multi-story dwelling shall be not less than one thousand eight hundred (1,800) square feet.

Section 6.06. Garage Usage. No portion of any garage shall be diverted to any use other than the parking of vehicles and other generally accepted and customary uses of a garage. In particular but not in limitation of the foregoing, no portion of any garage shall be used as a residence or game room or for similar residential purposes. Garage doors shall be kept in a closed position when the garage area is not being actively used.

Section 6.07. Sidewalks. No sidewalk, walkway, improved pathway, deck, patio, driveway or other improvement shall be constructed on any Lot unless and until the plans and specifications therefore are submitted to and approved by the Architectural Control Committee as provided in Article III. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from and "outside" the property line along the entire fronts of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from and "outside" the property line along the entire side of all corner Lots; and as may be required by law, wheelchair ramps shall be constructed from the sidewalks to the intersecting curbs of all corner lots. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks (and wheelchair ramps, if shown) and same shall be constructed and completed before the main residence is occupied. Furthermore, at each street intersection and/or pedestrian crosswalk where a sidewalk shall abut the curb, there shall be provided curb ramps with a rough, non-skid surface to accommodate handicapped individuals in wheelchairs before a main residence is occupied.

Section 6.08. Location of the Improvements upon the Lot. No structure shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats unless approved in writing by the Architectural Control Committee. The main residential structure shall not be located on any lot nearer than two (2) feet to an interior side Lot line or two (2) feet from the rear property line.

Section 6.09. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot that may be, or may become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes. Notwithstanding the foregoing prohibition, the Owner of a residence may have a "home office" if the activities of the Owner is totally maintained within the residential structure, the Owner does not advertise the location of such home office and the Owner does not allow deliveries, customers, invitees or any other third-party traffic to enter upon the Lot for business purposes. The Board of Directors hereby reserves the right to prohibit such a home office if the Board determines, in its sole discretion, that the Owner has violated such home office privilege.

Section 6.10. Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose. However, that Declarant reserves unto itself, its successors and assigns and Builders, the right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Section 6.11. Storage of Automobiles, Boats, Trailers, Recreational Vehicles and Other Vehicles. No motor vehicle with or without motor 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 (1) such vehicle does not exceed either seven feet in height, and/or seven feet six inches in width and/or twenty-one feet in length and is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreation vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed campers, (2) are in operating condition; (3) have current license plates and inspection stickers; (3) are in daily use as motor vehicles on the streets and highways of the State of Texas; (4) and which do not exceed either seven feet in height, and/or seven feet six inches in width and/or twenty-one feet in length.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment in any kind may be parked or stored, on any part of any Lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure or other improvement approved by the Architectural Control Committee. No unlicensed, or un-inspected motor vehicles shall be allowed to be operated on the Lots or in the public right-of-way. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted in the public street right-of-way or upon any Lot in view from any other Lot or any public right-of-way. No motor bikes, motorcycles, motor scooters, "go carts" or similar vehicles shall be permitted in the Properties, if, in the sole judgment of the Board of Directors of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, their tenants and their families. The Board of Directors may adopt rules for the regulation of the admission and parking of vehicles within the common areas, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 6.12. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 6.13. Animal Husbandry. No animals, snakes, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each specie of pet will be permitted on each Lot. If common household pets are kept, they must be restrained and confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from Lot, pet must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. Pets must be on a leash when away from the Lot.

Section 6.14. Walls, Fences and Hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall, or hedge shall be more than six (6) feet high. All fences must be constructed of cedar construction or better quality. Ownership of any wall, fence or hedge erected on a Lot by Declarant, home builder, Owner or any other party, shall pass with title to the Lots and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter. Fences may not be painted without prior approval from the Architectural Control Committee. However, a clear weatherproof stain may be applied to preserve the natural appearance of the fence.

Section 6.15. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements as incident to construction of improvements thereon as herein permitted. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. The drying of clothes in full public view is prohibited.

In the event of violation by the Owner or occupant of any Lot or any covenant, condition or restriction imposed upon the Owner of the Lot in this Article VI and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain or restore the Lot, the exterior or the residence, the fence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repairs, maintenance and/or restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The Association may enter onto any Lot and/or improvement and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions. The Association may render a statement of charge 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 statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the maintenance lien hereinafter retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 6.16. Disposal of Trash. No trash, rubbish, garbage, debris or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. No incinerator may be maintained on any portion of the Subdivision. All trash and similar matter to be disposed of shall be placed in plastic bags tied or otherwise tightly secured, and shall be placed in an area adequately screened by planting or fencing from public view or within a garage except when placed for regular pickup as herein provided. 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 from time to time be promulgated by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. All such prohibited matter shall be removed from each Lot at regular intervals if not removed or removable by a regular garbage and sanitation service. Trash and garbage for pickup by a regular service shall be placed in such area or areas as the Board may from time to time direct, or as the garbage and sanitation service or City of Houston, State of Texas, may require; provided trash and garbage shall not be placed for pickup earlier than eight (8) hours prior to a scheduled pickup day.

Section 6.17. Signs, Advertisements, Billboards. Except for signs owned by Declarant or by builders advertising their model homes during the period of original construction and home sales, no sign, poster, advertisement or billboard or advertising structure of any kind other than a normal "For Sale or For Lease" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in the Subdivision. Declarant, or its assigns, will have the right to remove any nonconforming sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising out of such removal. The Declarant and the Association shall have the right to erect identifying signs at each entrance to the Property.

Section 6.18. Satellite Dishes and Antenna. Except as permitted under federal, state and local law and as permitted under the Panther Point Rules, no antenna, aerial, satellite dish, electronic tower or other device for transmission or reception of television or radio signals or any other form of electromagnetic radiation may be erected, used or maintained outdoors on any portion of any Lot or Parcel, whether attached to a Dwelling Unit, or other improvement or structure or otherwise.

- (a) No exterior television, radio, or other antennas or dishes of any kind may be placed, allowed, or maintained upon any lot or parcel without prior written approval of the Architectural Control Committee.
- (b) Concealment of antennas will be required and where practical as determined by the Architectural Control Committee.
- (c) Approval for antennas visible from neighboring property shall be temporary in nature and their use will be revoked when an alternate cable system is available.
- (d) Ham, citizen band, or other similar antennas will not be allowed. Satellite Dish - Homeowners may install one 18-inch satellite dish. Architectural Approval must be obtained prior to installation. The dish may not be visible from the street, except with Architectural Committee approval. The preferred installation locations are as follows in descending order of preference:

- a. A location in the back yard of the Lot where the Receiver will be screened from view by landscaping or other improvements;
- b. An unscreened location in the backyard of the Lot;
- c. A location in the side yard of the Lot where the Receiver and any pole or mast will be screened from view by landscaping or other improvements;
- d. An unscreened location in the side yard;
- e. A location in the front yard of the Lot where the Receiver will be screened from view by landscaping or other improvements;
- f. On the roof, but below the roof line.
- g. All exposed wires must be painted to match the exterior color of the house.

Section 6.19. Minimum Acceptable Standards for Flags: Minimum acceptable construction standards for flags to be flown in the subdivision are as follows:

1. The American Flag may be flown at all times, all other flags may be displayed only on Holidays unless approved in writing by the Architectural Control Committee;
2. Size of American flag is limited to 3 ft. by 5 ft.;
3. No clanging chains or otherwise noisy apparatus shall be attached to the flag;
4. The flagstaff must be mounted to the house; size of pole shall be limited to six (6) feet in length;
5. No free standing flagpoles are allowed on the Lot;
6. Flag must be well maintained and displayed in accordance with the Federal Flag Policy;
7. Flag etiquette must be followed at all times;
8. Flags must not be mounted in windows, walls or doors of the exterior of the house nor used as window coverings;
9. Maximum of two (2) flags displayed per household at any one time;

Section 6.20. Private Utility Lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits unless otherwise approved in writing by the Architectural Control Committee.

Section 6.21. Maintenance of Subdivision Perimeter Fence. The Owners of Lots within the Subdivision, shall maintain in good repair all fences on the perimeter of the Subdivision (with the exception of Common Area fencing), which have been erected by Declarant or otherwise, and Owner shall promptly repair or replace the same in the event of partial or total destruction.

Section 6.22. Roofing Material. Unless otherwise approved in accordance with the last sentence of this section 6.21, the roof of all buildings on the Property shall be constructed or covered with asphalt composition shingles or fiberglass composition shingles. The color of the roofing materials must be in harmony with the exterior of the unit, and must be approved by the Architectural Control Committee. The shingles must have a minimum manufacturers guarantee of twenty (20) years. Any other type roofing material may be used only if approved in writing prior to installation by the Architectural Control Committee.

Section 6.23. Electrical Distribution System. These restrictions do hereby require that individual underground electrical service drops be installed to each dwelling. The Owners of each Lot will therefore comply with Center Point Energy's policy regarding such underground service installations, and the Owners do hereby agree to pay any charges, which might be incurred, for the installation of the underground service as set forth in the Company policy. Center Point Energy's Company policy is subject to change from time to time without notice.

The Owners shall ascertain the location of said service drops and keep the area over the route of said service drops free of excavations and clear of structures, trees and other obstructions; and Center Point Energy, may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Section 6.24. Concrete Curbs. Concrete curbs and where driveway aprons connect with the street, that are cracked, chipped, creating ponding and/or broken on the street front or street side of all Lots are to be repaired or replaced by the Builder or Owner of the dwelling on each Lot prior to occupancy of the dwelling on said Lots. All repairs must comply with Harris County standards.

## ARTICLE VII

### UTILITY BILLS, TAXES AND INSURANCE

The Association shall have the following responsibilities regarding utility bills, taxes and insurance for the Common Area and Common Area Improvements:

- (a) The Association shall pay as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Area and Common Area Improvements and the appurtenances appertaining thereto or to any part thereof.
- (b) The Association shall render for taxation and shall pay, as part of the common expense of all Owners, all taxes levied or assessed against or upon the Common Area or Common Area Improvements and appurtenances appertaining thereto or any part thereof.
- (c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities, if any, located on the Common Area against the risk of loss or damage by fire and other hazards as are covered under standard extended or all-risk coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Common Area and Common Area Improvements, the Association, the Board of Directors and the agents and employees of the Association, from and against liability in connection with the Common Area and Common Area Improvements. Directors and officer liability insurance and fidelity bonds are also allowable coverage's

that may be obtained by the Association at the expense of the Association.

- (d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided, shall be paid as a common expense of all Owners and shall be a part of the Base Annual Assessment.

## ARTICLE VIII

### EASEMENTS

Section 8.01. Incorporation of Other Easements. All easements, dedications, limitations, restrictions and reservations shown on the surveys of each Lot, the Subdivision Plat and any plat or map filed in the plat or map records of Harris County, Texas; and grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Subdivision or any Lots and filed in the real property records of Harris County, Texas, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant covering any portion of the Subdivision or any Lot.

Section 8.02. Owner's Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area and a private easement for vehicular and pedestrian ingress and egress over, and across the Private Driveway, which shall pass with the title to the Lot, subject to the following provisions:

- (a) Usage Control. The Association shall have the right to establish and regulate a limited access gate and such other security oriented systems and procedures as it may determine, to issue, charge for, and require as a condition of entry to the Subdivision and Common Area such identification cards, passes, keys or similar devices as the Board may from time to time determine.

## ARTICLE IX

### GENERAL PROVISIONS

Section 9.01. Term. These covenants 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 these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these restrictions may be amended at any time when an instrument setting forth said changes and signed by those persons holding two-thirds (2/3) of votes in the Association is placed on record in the real property records of Harris County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such

violations. The Association or Lot Owner who successfully prosecutes an action in law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses, including attorney's fees, incurred by the Association and/or Lot Owner in compelling compliance with these Restrictions. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.02. Indemnification and Hold Harmless.

- (a) By the Association. The Association shall INDEMNIFY every officer and director against any and all expenses, including fees of legal counsel, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reasons of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall INDEMNIFY and forever hold each such officer and director free and HARMLESS from and against any and all liability to others on account of such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a Common Expense, maintain adequate general liability and officers' and directors liability insurance to fund this obligation.
- (b) By An Owner. Each Owner shall be liable to the Association for any damage to the Common Area of any type or to any equipment thereon, which may be sustained by reason of the negligence of said Owner, the Owner's tenants, employees, agents, customers, guests or invitees, to the extent that any such damage shall not be covered by insurance. Further, it is specifically understood that neither the Declarant, the Association, the Board of Directors, nor any Owner shall be liable to any person for injury or damage sustained by such person occasioned by the use of any portion of the Common Areas. Every Owner does hereby agree to defend, INDEMNIFY and HOLD HARMLESS the Declarant, the Association, the Board of Directors and other Owners from and against any such claim or damage as referenced in the immediately preceding sentence thereof, including, without limitation, legal fees and court costs.

Section 9.03. Rights of Mortgagees and Lien Holders. No violations of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee or lien holder under any mortgages or deed of trust, or the rights of any assignee of any mortgagee or lien holder under any such mortgage or deed of trust.

Section 9.04. Conflict. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the By-Laws of the Association and this Declaration of Covenants, Conditions and Restrictions the Declaration of Covenants, Conditions and Restrictions shall control.



Section 9.05. Notice. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for, or (ii) three (3) days after deposit in the United States Mail, certified return receipt requested, postage prepaid, addressed if to an Owner, to the Owner's last known address as shown on the records of the Association at the time of such mailing or, if to the Association, to the President, Secretary or Registered Agent. The initial address for the Association and Declarant shall be:

**PANTHER POINT COMMUNITY ASSOCIATION**  
5090 Richmond Avenue, Suite #495  
Houston, Texas 77056

Section 9.06. Severability. Invalidity of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 9.07. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Panther Point Community Association their right of enjoyment to the Common Area and facilities to the members of their family, their tenants or contract purchasers who reside on the property.

Section 9.08. Good Faith Lender's Clause. If any part of this Declaration shall be in conflict with any term of a previously recorded deed of conveyance to any portion of the Subdivision, the term of the prior deed of conveyance shall govern, but only to the extent of such conflict. Where rights are reserved to the Declarant by the restrictions of this Declaration, Declarant reserves the right to modify such restrictions as necessary in subsequent deeds of conveyance, in which case the terms of the deeds of conveyance shall prevail.

Section 9.09. Interpretation. If this Declaration or any word, 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 any term, clause, condition, restriction or covenant of this Declaration shall be in conflict with any statute or ordinance established by the State of Texas, County of Harris, or any other applicable governmental authority, such statute or ordinance shall take precedence.

Section 9.10. 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 herefrom, 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.

EXECUTED this 31 day of August, A.D., 2004.

DECLARANT:

PANTHER TRADERS INC., a Texas Corporation

By: [Signature]  
Asim Jilani, President

04 AUG 31 PM 1:06

AFTER RECORDING RETURN TO:

Panther Traders Inc.  
5090 Richmond Avenue #495  
Houston, Texas 77056

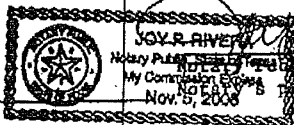
(ACKNOWLEDGMENT)

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on the 31<sup>st</sup> day of August, 2004.

My commission expires:

Nov. 5, 2006



Notary Public, State of Texas

My Commission Expires NOV. 5, 2006

NOTARY's printed name:

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, LEASE, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in its number Sequence on the date and at the time stamped herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas on

AUG 31 2004



[Signature]  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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Title Data LT TDI15520 HA X882870.026