

DEED RESTRICTIONS

ROSEWOOD HILL SUBDIVISION

THE STATE OF TEXAS }
 }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

THAT JACK FREY PROPERTIES INC. (herein referred to as "Developer or Developers), is the owner of a subdivision of (*), acres of land Out of a 245.991(1) acres tract of land, in the Solomon Brown Survey, A-7, Harris County, Texas, known as Section (*), Rosewood Hill, being sometimes referred to as the "Subdivision, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes.

- *Section I 40 acres
- *Section II: ___ acres
- *Section III: 30.5509 acres
- *Section IV. 181 .4455 acres
- *Section V 10.2211 acres
- *(1) Section VI: 103.6601 acres out of a 172.578 acre tract of land

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the tracts in the Subdivision; and to that purpose, Developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, governing conveyance of all tracts in the subdivision: and each contract or deed which may be hereafter executed with regard to any of the tracts in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

1. The tracts shall not be divided and sold in smaller parcels than originally conveyed by developer.

- Section I: Except Tract #9 which may be divided into two lots and a road right of way between the resulting two lots.
- Section III: The tracts shall not be divided into more than thirty (30) tracts and any single tract shall not be less than eight tenths (8/10ths) of one acre.
- Section VI: Except for tract 6-C which shall not be divided into more than fourteen (14) lots.

2. Said property shall be used for single-family residential purposes only with only one single-family residence permitted on each tract in the subdivision.

3. No trailer, mobile home, tent, shack or other temporary structure shall be erected, placed or maintained on said property, and no temporary building, basement, garage or other out-building erected on said property shall at any time be used for human habitation (except by bona fide Servants, or guests, temporarily or permanently. However, additional buildings for servants and guests are permitted, but none of such additional buildings shall be rented separately from the main family residence on said tract.

Section III: (Present buildings are exempted from paragraph 3, however, they may not be located closer than two hundred (200) feet from any road easement of Rosewood Hill Subdivision). But none of such building shall be rented, etc. was omitted from paragraph 3.

Section IV, V, VI:

The Developer shall be exempted from this restriction in so much as the Developer or his assigns, may use temporary or portable buildings as necessary for the efficient completion and sale of the Subdivision, including but not limited to sales offices or equipment storage facilities.

4. Any residence constructed on said property shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the new construction of new residences. All single story residences shall have a minimum square footage of 1,600 square feet of living area and two story residences shall have a minimum of 2,000 square feet of living area. Living area shall not include un-air conditioned porches, patios, breezeways, and garages. All residences must have at least a two-car garage.

Section I: Lots 1-24 shall have a minimum square footage of 2,000 square feet and two story residences on Lots 1-24 shall have a minimum square footage of 2,400 square feet of living area.

Section III: All residences shall contain not less than 1,600 square feet of living area.

5. Only decorative fences previously approved in writing by the Architectural Control Board will be permitted in front of the residences. Any fence not of wood construction shall be a minimum of fifty (50) feet behind the back line of the residence. This restriction shall not apply to any fences already existing at the time these restrictions are filed.*

*Section III: Or to lots larger than three (3) acres.

*Section VI: Any fence not of wood construction, or chain link with appropriate landscaping.

6. No building or structure shall be located on any lot nearer than 60 feet to the nearest road easement line of the frontage on the shortest road* or nearer than 25 feet of any other road easement line. Eaves, steps, and open porches shall not be considered as part of a building including the aforesaid to be closer than 15 feet from a side property line, except when two or more adjacent lots are used as one building lot.

Section I: Except lot Nos. 1, 2, 3, 4, 16, 17, 18, and 19 nearer than 60 feet to the nearest road easement etc. Lots Nos. 1, 2, 3, and 4 shall be set back a minimum of 80 feet from the fence line that is the south line of the subdivision. Lots No's. 16, 17, 18 and 19 shall be set back a minimum of 50 feet from the west line of East Roselake Drive.

Section IV: *Or nearer than thirty-two and a half (32.5) feet to a cul-de-sac easement line, exceptions: (A) The recreation reserve shall have a five (5) foot set-back line from all adjacent lots, and a fifty (50) foot set-back line from Rosewood Trail. Said recreation reserve may have parking areas between the front setback line and the street. (B) Lots C-120 through C-127 shall have forty (40) foot building setback lines from Rosewood Trail.

Section V, VI: *Or nearer than thirty-two and a half (32.5) feet to a cul-de-sac easement line.

7. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the property. No business of any kind may be maintained and/or conducted upon the property. Developer may use a residence as a sales and development office during completion of the subdivision.*

Section III: Developer may use etc. was omitted.

Section VI: *And until such time as all units are sold.

8. No obnoxious or offensive activity may be carried on or conducted on the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.

9. (a) No building or structures (including by way of example but not by way of limitation), barns, fences, walls, air conditioning towers and swimming pools), or any additions thereto, or any alterations thereof shall be erected, renovated or reconstructed, placed or suffered to be placed or remain upon the property until the architect's detailed plans and specifications therefore, together with the outside color scheme thereof, have been approved by an Architectural Control Board. Such plans and specifications must accurately reflect the size, location, height and cost of the structure, including the materials to be used in any improvement contemplated, together with the accurate plot plan showing the grading plan of the lot, the grade of elevation of said buildings and structures, and the location of same with respect to the property lines, and front and side set back lines, and the outside color scheme to be used on any improvements to be erected on said property. A true copy of all plans, specifications and details shall be lodged permanently with said Architectural Control Board and any Buildings, or improvements which are thereafter erected shall conform in detail to such plans and specifications. It is provided, however, that if the Architectural Control Board neither approves nor rejects such plans and specifications in writing within thirty (30) days after submission of the same to said Architectural Control Board, approval shall be implied.

(b) Said Architectural Control Board shall be appointed by Developer, and shall consist of three members. at such time that fifty percent (50%) of the tracts in section one of the Subdivision have been sold, and a Homeowners Association has been formed, the duties of Said Architectural Control Board, will be handled by said Homeowners Association.

(c) Developer shall deed the recreation center and its improvements and the park and its access to the Rosewood Hill Homeowners Association. Said recreation center and park shall be maintained and policed by the Homeowners Association for the express benefit of the residents of Rosewood Hill.

Section I: Developer will deed the lake, island to the lake, and access to the lake to Rosewood Hill Homeowners Association. The lake and park shall be maintained and policed by the Homeowners Association for the express benefit of the residents of Rosewood Hill.

10. (a) It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence, or other structure is five (5) months from the date slab or foundation is poured or installed.

(b) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then such material shall be placed within the property lines on the lot or parcel of land upon which improvements are to be erected and shall not be placed in the streets or between the curb and property line.

11. No trash, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on said property, nor may any such materials be burned on the premises, except in an incinerator designed to such purposes and approved by Developer or Homeowners' Association.

12. No animals, livestock, poultry, dogs, cats, and such may be kept or permitted on the premises, except as pets or for domestic use. It is expressly understood that none of such animals shall ever be kept, bred, or maintained for any commercial purposes. It is further understood in this connection that the number of such animals may be limited at any time by the said control committee. In this connection, it is further understood that all barns or stables out houses, and such must be constructed of wood according to plans approved by Architectural Control Board and must be placed on the back one half (1/2) of said lots and behind the dwelling and not less than 75 feet from any road. Nothing herein contained shall ever be construed as to permit the keeping of animals and pets to become a nuisance or obnoxious to the occupants of neighboring property, or to become a hazard to the health, welfare and well being of the community all such structures and shelters for animals and pets shall be approved by the Architectural Control Board and shall not be maintained in any unsightly manner. It is further understood that no hogs, swine, or goats shall be kept on any part of said property for any purpose whatsoever. *Large animals shall not be maintained on any home site less than one (1) acre in size. Home sites consisting of one or more lots and having more than one (1) acre shall qualify for one large animal, Home sites larger than two (2) acres may maintain one large animal per acre. Natural offspring shall be exempted until one year old. Large animals must be kept on the back one-half (1/2) of the lot. The category of large animals shall include horses, cows, and sheep.

Section I: *Large animals shall not be maintained on any home site less than one and one-fourth (1-1/4) acres in size. Home sites consisting of more than one lot and having more than 1-1/4 acres shall qualify for one large animal. Home sites larger than 2 acres may maintain one large animal per acre. No large animals may be kept on lot Nos. thirteen (13) through twenty-four (24).

Section III: Large animals must be kept on the back one-half (1/2) of any property of less than three (3) acres in size.

Section IV: Large animals must be kept on the back 1/2 of the lot or behind a line one hundred twenty-five feet (125') from the frontage on the shortest road, whichever is less,

Section VI: Large animals must be kept on the back 1/2 of the lot or behind a line 125 feet from the frontage on the road of the address whichever is less.

13. No cesspools shall be dug or permitted on the property. Septic tanks will be permitted on the property, but their construction and location shall comply with all existing state, county or other laws relating thereto. In any event, however no septic tank shall be constructed and maintained closer than twenty-five (25) feet from any property line or roadway and fifty (50) feet from the lake. No septic tank may be shared with any other property owner. There shall be no outside toilet built or used on the premises.

Section IV: Lots C-85 and C-96 shall have their septic lines no closer than one hundred and fifty (150) feet to the Water System Easement line.

14. No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street, or in the front or side yard of any tract.

15. No boat, luggage trailer, travel trailer, or motor home is to be parked on any tract for more than twenty-four (24) hours unless said vehicle is stored in a garage, carport, or designated storage area behind the house.

16. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on said property without the written consent of Developer. Developer shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure which is placed on said property without such

consent and in so doing shall not be liable and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal. This shall not prohibit a "For Sale" or "For Rent" sign on said property if not larger than four (4) foot square. The Developer may place such signs as are necessary to advertise and sell the properties until the properties are sold.

17. No firearms or fireworks of any kind shall be discharged on the property.

18. Mailboxes and mailbox posts shall be uniform as approved by the Architectural Control Board.

19. Grantees, their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the same at their own expense in a neat and presentable manner and are obligated to keep the grass, vegetation and weeds on said lot cut as often as may be necessary to keep things in a neat and attractive condition. In the event that grantees should, in the opinion of the Homeowners Association fail to maintain said property in a neat and attractive manner, Homeowners Association will notify Grantee in writing of any objectionable, detrimental or unattractive conditions existing on said property and request Grantees, or subsequent owners, to eliminate same. In the event such owner shall fail to eliminate any objectionable, detrimental or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from Developer/Homeowners Association specifying such objectionable or detrimental condition, then in such event, Developer/Homeowner Association is authorized to eliminate such condition and charge the cost of same to such property owner, and any such expense incurred by Developer/Homeowners Association in such event shall be added to, be a portion of, and secured in the same manner as the Maintenance Charge assessed against said property, as hereinafter provided. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a property owner fail to do so, after being fully notified, the Developer/Homeowners Association shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

20. Culverts installed by tract owners from main road within the Subdivision to their driveways are to be properly sized by the Developer/Homeowners Association. Culverts must be enclosed on each end with a brick or rock abutment approved by the Architectural Control Board.

21. This property shall be subject to an annual maintenance charge as determined by the Rosewood Hill Homeowners Association Board of Directors, creating a fund to be known as the "ROSEWOOD HILL MAINTENANCE FUND" to be paid by the then owner of this property in conjunction with like charges to be paid by other property owners with the same restriction in his deed. *This maintenance charge shall be secured by a vendor's lien upon said property and is to be paid annually by the thirty-first day of January to Rosewood Hill Homeowners Association with any delinquent payments to be increased by a delinquent charge of \$25.00 per month for each month maintenance charge remains delinquent. Such annual charge may be adjusted by Rosewood Hill Homeowners Association or its successors from year to year as the needs of the property may, in its judgment require, with a maximum per year increase of 15%. Non-occupied lots are also subject to maintenance charges from lot owner. *Maintenance Charge is billed in December and is due upon receipt. Fees are considered past due as of 1/31. Said lien shall be junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the owner of said tract or the cost of any permanent improvement to be placed thereon.

Rosewood Hill Homeowner will render an annual accounting of the fund to the owners of the property, showing the receipts and expenditures. It shall apply the total of the funds so collected so far as they may be sufficient toward doing things necessary and desirable in the opinion of the Developer or Homeowners Association which will benefit the owners or occupants of property within the Subdivision, including the maintenance and utility cost of the swimming pool, tennis court, lake, park, roads and ditches, and beautification of the entrance, etc. Developer, his assigns or the Homeowners, shall also have the right to use said maintenance fund to enforce these restrictions.

22. When Rosewood Hill Homeowners Association has been formed as per the restrictions on Section I of the Subdivision, the tract owners in this Section II, III, IV, V, VI, of the subdivision will be members of said Rosewood Hill Homeowners Association with same rights, privileges, responsibilities, and duties of the tract owners in Section I of the Subdivision.

23. If Grantee, or their heirs or assigns shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for the Developer or his Assigns (including but not limited to the Rosewood Hill Homeowners Association, Inc.) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of Developer, his successors and assigns, may recover attorney fees and other expenses in enforcing restrictions.

24. These covenants and restrictions shall run with the land, and shall be binding upon the Grantees, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty (20) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless changed or ended in whole or in part as hereinafter provided.

25. The foregoing covenants and restrictions may be terminated or amended by the execution and recordation of a written instrument executed by the owners of a majority of the lots within said Subdivision tract, such owners being allowed one vote for each home site owned.

26. In the event any one, or more of these covenants, agreements, restrictions or conditions shall become or be held invalid, by reason of abandonment, waiver or judicial decision, the same shall in no way affect the validity of the other covenants, agreements, conditions or restrictions set out herein, which shall remain in full force and effect.

27. No party who has purchased any portion of said premises shall cut any timber or trees from said portion so purchased larger than four (4) inches in diameter measured twelve (12) inches and up from the ground except on that portion of said premises which comprises the actual building site where the improvements are going to be erected, together with a roadway leading from private road adjoining said premises to the building site, until at least one-half (1/2) of the purchase price has been paid in full.

28. The roads in this subdivision, as described by Exhibit "B" attached hereto and incorporated herein for all intents and purposes shall be maintained by the Rosewood Hill Homeowners Association and said roads are hereby dedicated to the use and enjoyment of the property owners in the Rosewood Hill Subdivision's Section I, II, III, IV, V, and VI

The deed restrictions and by-laws set out in this booklet are a compilation of the original deed restrictions and Resolutions of Rosewood Hill Homeowners Association. Should there be any discrepancy between this document and the original document filed or amended, such original documents will prevail.

ROSEWOOD HILL
CONVEYANCE OF EASEMENTS

THE STATE OF TEXAS }
 }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned developer of ROSEWOOD HILL Subdivision, an unrecorded subdivision in Harris County, Texas having designated all of the roads shown on the subdivision plats, and further described by the metes and bounds descriptions as access, utility, and drainage easements for the benefit of all property owners in said ROSEWOOD HILL Subdivision, does hereby convey said easements to the ROSEWOOD HILL HOMEOWNER’S ASSOCIATION for the maintenance, upkeep, and protection of said easements and the right of all property owners to utilize said easements.

The roadway easements hereby conveyed to the ROSEWOOD HILL HOMEOWNER’S ASSOCIATION are private roadway easements which shall at all times be appurtenant to the Subdivision property and shall inure to the benefit of all subsequent owners of any portion of the Subdivision, and any conveyance of any lot within said ROSEWOOD HILL Subdivision shall be subject to the easements and the right of the ROSEWOOD HILL Subdivision to maintain said easements whether or not the same is stated directly in such conveyance.

Roads of Rosewood Hill Sections I, II, III, IV, V, VI [Exhibit “B”]:

- | | | |
|------------------|-----------------------------|------------------|
| Rosewood Trail | Roselake Drive [S., E., N.] | Lakefront Road |
| Wildrose Lane | Hilltop Lane | Misty Lane |
| Meadow Lane | Live Oak Trail | Bluebird Lane |
| Rosehill Road | Chickadee Lane | Grosbeak Lane |
| Heron Lane | Meadowlark Lane | Pheasant Lane |
| Robin Lane | Sandpiper Lane | Rosewood Park Rd |
| Rosebud Lane | Wren Lane | Tanager Lane |
| Quail Lane | Mockingbird Lane | Rosehollow Trail |
| Hummingbird Lane | Goldfinch Lane | Cardinal Lane |
| Bobolink Circle | | |

Architectural Control Committee (ACC)

I. Application Procedure

1. Submission. All plans and specifications for new homes, garages, barns, outbuildings, patio covers, remodeling of home, fences, swimming pools, or any other kind of structure must be submitted to the Architectural Control Committee (ACC) for review. All modifications / repairs / additions to the property must receive ACC approval. Pay the associated review fee if applicable to your submission.
2. Review. The Architectural Control Committee (ACC) shall endeavor to review each application as soon as possible after the date of receipt. Each decision of the ACC shall be in writing and include a statement of the condition under which the application is approved, if any; or the reasons for disapproval of the application. Any application which has not been approved or disapproved within thirty (30) days of the date of receipt of complete application shall be deemed approved; provided, however, that any such approval be deemed to relate to architectural guidelines only, not to any of the use restrictions set forth in the deed restrictions.

II. General Guidelines

The ACC shall consider the following factors upon the review of each application:

1. Size and dimensions.
2. Color and harmony with existing structures and improvements.
3. Quality and type of materials
4. Location/set back and property lines.
5. Harmony and appeal of exterior design
6. Quality of construction
7. Elevation
8. The provision of applicable statutes, ordinances, building codes, and covenants, conditions and restrictions.

III. Culvert Crossings

All culvert crossings on driveways will be uniform with one another, properly sized, and enclosed on each end with a concrete, brick or rock abutment. New driveways will require a non refundable \$50 review fee to confirm properly sized culvert.

IV. Mail Boxes

All mailboxes shall be uniform with one another with lighted address. Mailboxes may be constructed of brick, stone or wood. If wood, the design must be the approved wood mailbox design attached.

V. Fences

All fences and gates shall require ACC approval in regard to material type, height, and location on property.

VI. Outbuildings and Barns

The standard, type, quality and color of the materials used in construction of an out-building or barn shall be harmonious with the standard type quality and color of the materials used in the construction of the main residence on the lot. An outbuilding or barn shall be located in the rear portion of the lot.

Requests for Metal outbuildings must follow the Standards for Metal Building guidelines as developed by the ACC as set forth below:

Please note: Metal outbuildings, roofs or siding all require an ACC refundable deposit of \$475.00 and a non refundable \$25 review fee [\$500.00 total]

1. Frame can be red iron (steel) or wood frame
2. Foundation drawings (plans) must be submitted with request
3. Side walls not to exceed 16' in height
4. Walls over 12' could have alternate colored metal, stone, or other highlighted base to make walls appear shorter. All materials should be harmonious with the main dwelling
5. Ridge not to exceed a height of 22'
6. Overhead, roll up, or sliding doors will be acceptable

VI. Outbuildings and Barns – Continued from Page 8:

Metal roof and siding for Metal Outbuildings:

1. Must have a pre-installed (colored) finish. Must compliment / coordinate with main dwelling.
2. Must have raised or standing seams (ie R-Panel, no corrugated metal permitted)
3. Must be a minimum of 26 gauge steel with preferred 24 gauge
4. Must have corner trim that color coordinates / compliments building
5. Accessory buildings will not be permitted on any lot without a main dwelling
6. An accessory building (out building) will not be any larger than 80% of the floor area of the main dwelling.
7. Area drainage: Each lot shall be finish graded so to maintain the drainage of such property without adversely affecting the existing drainage pattern of adjacent properties so to prevent damage by overflow of water to adjoining properties.
8. Maximum lot coverage: The maximum coverage of any lot with any non-permeable constructed surface shall not exceed sixty (60) percent of the lot area. For computation of lot coverage by way of example only, "non-permeable constructed surface" shall include buildings, garages, accessory (out) buildings, pools, patios, sidewalks, driveways, and any other paved surface or other non-permeable constructed surface area.

VII. Roofing Materials

All dwelling, garage, and carport roofs shall have a shadow-line architectural shingle with at least a 25-year life expectancy and be harmonious with surrounding properties.

VIII. Paint

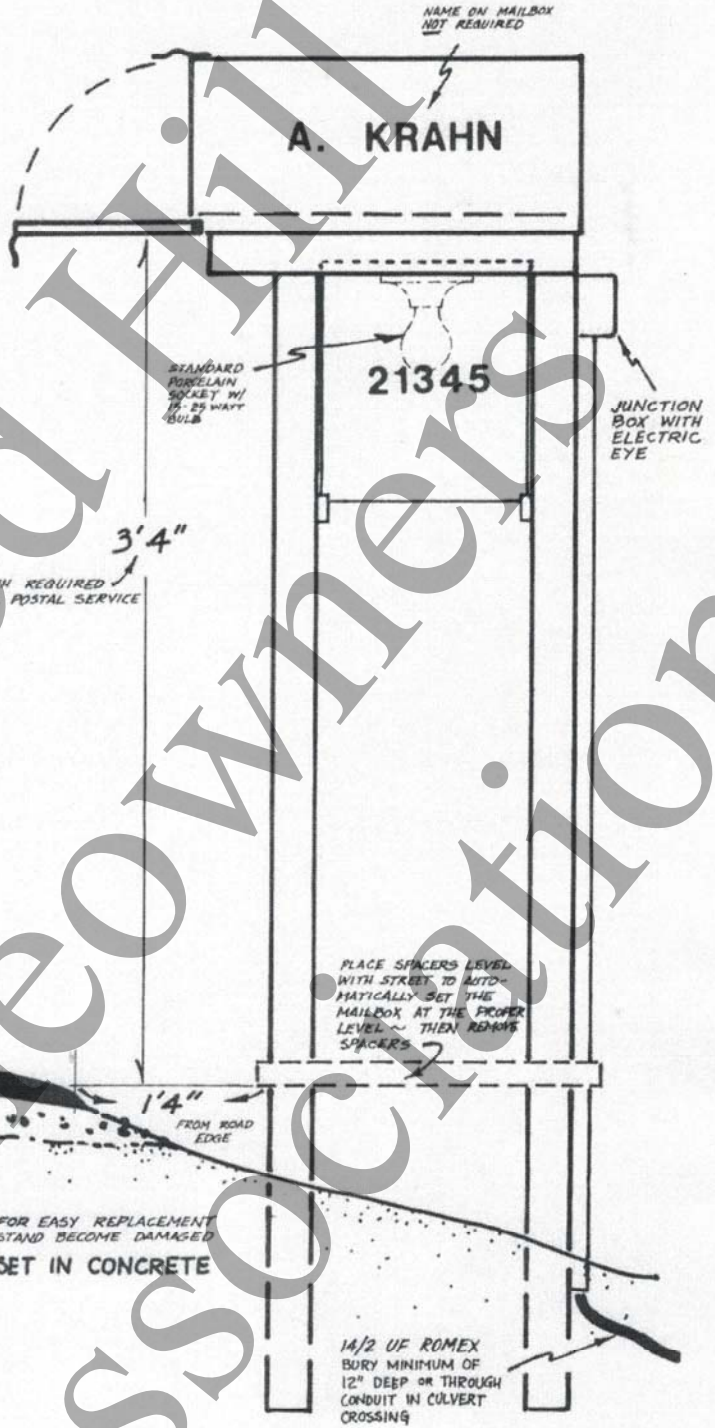
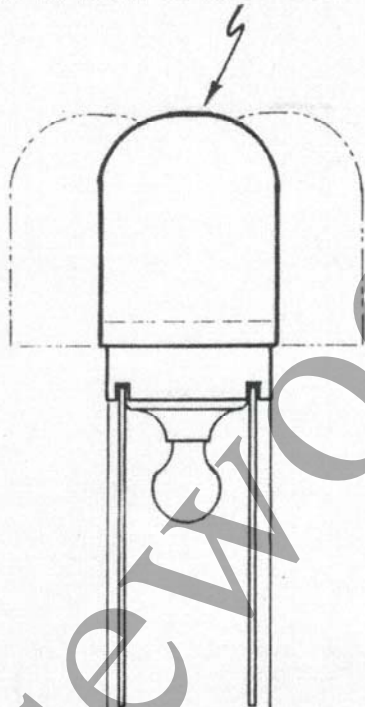
Paint should match or blend with outside brick or siding. Requests for paint / stain should include all actual paint / stain colors and should be submitted to the ACC for approval. Only traditional paint / stain colors as deemed by the ACC will be approved for use.

IX. Designated Storage Area

Designated storage area must be submitted and approved by ACC for any boat, trailer, travel trailer, or motor home (RV) or similar unit which is stored on any tract.

WOOD MAILBOX DESIGN

THE STAND NORMALLY COMES COMPLETE WITH A BLACK ENAMEL STANDARD MAILBOX ~ YOU MAY, HOWEVER, ORDER THE STAND ALONE AND USE A "U.S.P.S. APPROVED" BOX OR BOXES OF YOUR CHOICE.



12/78 PLANS SUBJECT TO REVISION

ROSEWOOD HILL HOMEOWNERS ASSOCIATION BY-LAWS

ARTICLE I Name: Rosewood Hill Homeowners Association, non-profit corporation.

ARTICLE II Offices of Corporation – as established by the Board
Permanent Address – 18914 Rosewood Trail
Location of Rosewood Hill – See Exhibit “A”

ARTICLE III - Definitions: Section

Section 1.

“Association” shall mean and refer to the Rosewood Hill Homeowners Association, Inc., a Texas non-profit corporation and its successors and assigns hereafter abbreviated as “Assoc.”

Section 2.

“Owner” shall mean and refer to the recorded owner of a fee simple title for any lot within the boundaries recorded as Rosewood Hill, Sections I, II, III, IV, V, VI, including lots being purchased by Contract for Deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 3.

“Properties” shall mean and refer to the real properties known as “Rosewood Hill” and defined by recorded deed restrictions entitled ROSEWOOD HILL; and any such additions thereto as may hereafter be brought within the jurisdiction of the Association by procedures herein defined (Article V, Sec 4).

Section 4.

“Common Areas” shall mean and refer to all real properties and improvements thereon owned or leased by the Association and over which the Association has easements for maintenance.

Section 5.

“Developer” shall refer to Jack Frey Properties, Inc., a Texas corporation.

Section 6.

“Board” shall mean and refer to the Board of Directors of the Association.

Section 7.

“By-Laws” shall mean and refer to this instrument, as it shall be amended from time to time pursuant to the provisions of this instrument.

Section 8.

“Deed Restrictions” shall mean and refer to all restrictions filed of record covering any and all properties commonly known as “ROSEWOOD HILL” and entitled “Rosewood Hill Deed Restrictions”.

Section 9.

“Book of Resolutions” shall mean and refer to the document containing a collection of resolutions enacted by the “Board” from time to time.

Section 10.

“Lot” shall mean and refer to any plot of land shown on any recorded survey of the property, with the exception of “Common Areas” herein before defined, regardless of whether such plot shall be specified by a lot number on the same plat.

Section 11.

“Member” shall mean and refer to members of the Association as set forth in Article V, Sections 1 through 5.

Section 12.

“Notice” shall mean and refer to (a) written notices delivered personally or by U.S. mail to the last known address of the intended recipient and (b) announcement published at least once in a newspaper having general circulation in Harris County, or (c) posting of announcement on the bulletin board of the pool recreation center (lake news center).

At the February 20, 2024 Board of Director’s Meeting, Article III, Section 13 of the Bylaws is hereby amended as follows:

Section 13. “Quorum of Members” shall mean and refer to the representation in person or by proxy of members who hold 50% of the voting rights, **except that for the purpose of electing Directors**, the quorum shall be one-tenth (1/10) of the total votes of the Association. If quorum shall not be present or represented at any meeting, the Members present at the meeting in person or by proxy shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as stated above is present or represented, and for the purpose of electing Directors the quorum requirement at each reconvened meeting shall be 1/2 (one-half) of the quorum requirement at each preceding meeting, until a quorum shall be present or represented. No subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE IV - Purpose and Function of the Association

Section 1.

The purpose for which this Association is formed is civic and social for the benefit and betterment of the residents and property owners of Rosewood Hill. To carry out such purposes the corporation may, at the direction and discretion of the “Board”, perform the following functions, and the exercise of such functions shall be deemed to be within the scope of the activities contemplated by the Corporate Charter.

- (a) To keep complete records of all the affairs of the corporation.
- (b) Exercise all of the powers and privileges and perform all of the duties and obligations of the corporation as set forth in the restrictions of ROSEWOOD HILL recorded in County Clerk’s file F 394381 in the Office of the County Clerk of Harris County, Texas as same exists or may be amended from time to time.
- (c) 1) Affix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the restrictions referred to herein above, and 2) to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the business of the corporation including all licenses, insurance, taxes or other charges legally levied or imposed against the property of the corporation.
- (d) To acquire by gift, purchase or otherwise own, hold or improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation by vote in accordance with Article V, Section 5.
- (e) To borrow money, to mortgage, pledge or hypothecate any or all of the corporation real or personal property as security for money borrowed or debts incurred by vote in accordance with Article V, Section 5.
- (f) To communicate to Members the affairs of the Association through newsletter, notices and general meetings.
- (g) To provide for the maintenance, repairs, preservation, upkeep, protection and operation of the “Common Areas”.
- (h) Any powers and duties exercised by the Association, relating to maintenance, operations, repairing, construction or re-construction, may be contracted for with any qualified agent or contractor. In the performance of the powers and duties, the Association may engage the services of agents, independent contractors, or employees to manage, operate, or perform all or any part of the affairs and business of the Association.
- (i) To have and to exercise any and all powers, rights and privileges which a corporation organized under a Non-Profit Corporation Law of the State of Texas, by law, may now or hereafter have or exercise.

- (j) To perform any other beneficial function deemed necessary or acceptable by the “Board” for the general well-being or improvement of the property of its members.
- (k) To disperse funds in the function of social and civic benefit and betterment of ROSEWOOD HILL in the operations of improvement, maintenance and regulation of “Common Areas”.
- (l) To establish and publish a budget each January.
- (m) To obtain and maintain blanket property and comprehensive public liability insurance.

Section 2.

To perform through an established committee the purpose of Architectural Control over all improvements of any type within the boundaries described as ROSEWOOD HILL as covered by the “Deed Restrictions” and to further enforce all said restrictions by any process legally at its disposal.

Section 3.

The corporation may annex additional property if said property is placed under or submitted to its jurisdiction and if said property is accepted as within its jurisdiction by a resolution of the Board and brought before a meeting of members and accepted through a vote (Article V, Section 4).

Section 4.

The Association shall have the right to form one or more subsidiary corporations for any purpose deemed appropriate by a majority vote of the “Board” without limiting the generality of the foregoing one or more subsidiary corporations for the operations and maintenance in any specific area or to perform any function within the properties. Such subsidiary corporation shall be subject to all “Deed Restrictions” and Declarations of the By-Laws or Resolutions and may not take any action to lessen or abate the rights of the members.

ARTICLE V - Membership and Voting

Section 1.

Every lot owner subject to assessment shall be a member of the “Association”. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2.

Every member shall be entitled to one vote per lot owned subject to maintenance fees. When more than one person holds an interest in any lot, all such parties may not be members but may select one as a member. The vote for such lot shall be exercised as they among themselves determine, but in n event shall more than one vote be cast with respect to any lot.

Section 3.

Membership and voting rights are in effect and may be exercised only as long as the maintenance fees are current on lot or lots owned by the member. A delinquent account will result in temporary loss of membership and voting privileges and will be reinstated only when fees plus interest are paid in full.

Section 4.

Regular Vote: For all regular business conducted by the “Board” outside of the “Board’s” given power shall be passed by majority vote of members present at a meeting announced by “notice” (Article III, Section 12) at least 7 days prior to such meeting date.

Section 5.

Special Vote: For all financial revisions, special assessments or By-law revisions, vote shall be passed by the assent by secret ballot of simple majority of a “Quorum of Members”. The lack of a quorum will authorize the “Board” to call a second meeting within 60 days subject to the same notice requirement, and the required quorum at this subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

ARTICLE VI - Meetings

Section 1.

General Meeting: Open to all Members and shall be conducted no less than two (2) times per year, in April and December. Meetings will be announced by “Notice” at least seven (7) days prior to such meeting.

Section 2.

Special Meeting: Open to all Members and may be called from time to time by the “Board” to conduct special or emergency business subject to the same notice requirements as above.

Section 3.

Board Meetings shall meet no less than once per quarter. Minutes of all “Board” Meetings must be made available to any Association Member upon request.

Section 4.

Committee Meetings shall be scheduled so as not to conflict with a Board meeting and may be held as often as required to conduct the affairs in its charge.

Section 5.

Meetings by Petition may be called by a petition of 51% or more members presented to any “Board” member and the presentation attested to by one or more witnesses.

ARTICLE VII - Board of Directors

Section 1.

Number: The “Board” shall consist of five (5) Directors

At the April 9, 2019 General Meeting, Article VII, Section 2 Term is hereby amended to read as follows:

Section 2. Term: At the 2019 annual meeting (at which two director positions will be up for election), one (1) director position will be filled by the election of a director for three (3) years and one (1) position will be filled by the election of a director for two (2) years. The candidate receiving the most votes will be elected for the three year term. At the 2020 annual meeting (at which three director positions will be up for election), two (2) director positions will be filled by the election of a director for three (3) years and one (1) position will be filled by the election of a director for one (1) year. The candidate receiving the third most votes will be elected for the one year term. Thereafter, all Board Members will be elected to serve three (3) year terms.

At the October 19, 2022 Board of Director’s Meeting, Article VII, Section 3 of the Bylaws is hereby amended as follows:

Section 3.

Nomination: Nomination for candidates to the Board shall be made in accordance with Section 209.00593(a-1)-(a-3) of the Texas Property Code.

At the October 19, 2022 Board of Director’s Meeting, Article VII, Section 4 of the Bylaws is hereby amended as follows:

Section 4.

Election: At the annual meeting of members, the members will elect directors from the slate of candidates nominated in accordance with Article VII, Section 3 hereof. There shall be no nominations from the floor.

Section 5.

Resignation and Removal: (a) un-excused absence from three (3) consecutive Board Meetings is deemed a de-facto resignation; (b) a recall is permitted by a simple majority vote at a General Meeting.

Section 6.

Vacancies: The remaining Board Members are to select a successor.

Section 7.

Duties: To carry out the Purpose and Function of the Association as outlined in Article IV.

Section 8.

Powers: The business and property of the Association shall be managed and controlled by the “Board” and subject to the restrictions imposed by law, by the Articles of Incorporation, or by the By-Laws or by the Resolutions. The “Board” may exercise all of the powers of the corporation. The intent of the By-Laws is to grant the Board broad powers for the conduct of the affairs of the Association.

ARTICLE VIII – Committees

Section 1.

Covenants and Deed Restrictions: The President of the “Board” will be one member of this committee. The “Board” will appoint no less than two (2) additional “members” to this committee. The function of this committee will be to maintain and enforce by-laws, resolutions and Deed Restrictions.

Section 2.

Management: The Vice President of the Board will be one member of this committee. The “Board” will appoint no less than three (3) additional “members” to this committee. The function of this committee is to manage and maintain all “Common Areas” and prepare a budget related to these functions.

Section 3.

Communications: The Secretary of the “Board” will be one member of this committee. The “Board” shall appoint no less than three (3) “members” to this committee. The function of this committee is to publish no less than two (2) newsletters per year, send “Notices”, maintain an up- to-date property owner list, maintain the bulletin board in the Recreation Center (at the lake news center), and prepare the budget related to these functions.

Section 4.

Finance Committee: The Treasurer of the “Board” will be one member of this committee. The Board will appoint no less than one (1) additional member to this committee. The function of this committee is to establish budgets for **all** committees and to carry out responsible fiscal policy related to the affairs of ROSEWOOD HILL, and to insure the proper collection of maintenance fees and assessments, and to prepare a budget related to these functions.

Section 5.

Activities: The Activities Director will be a member of this committee. The “Board” will appoint no less than three (3) additional “members” to this committee. The function of this committee will be to plan and organize recreation and activities for the benefit of all ROSEWOOD HILL residents, to help organize community organizations (e.g. Garden Club, Yard of the Month Club, etc.), and to prepare a budget related to these functions.

Section 6.

Elections Committee: The Elections Committee will form in September for the express purpose of selecting nominees for “Board” elections. The “Board” will appoint no less than three (3) members, none of which may be a current “Board” member, to serve on this committee. The Chairman of the Election Committee will preside over the elections segment of the December meeting. Once the elections are complete, this committee is dissolved until such time as the “Board” appoints new members to activate the committee.

Section 7.

Architectural Control: The President of the “Board” will be one (1) member of this committee. The “Board” will appoint no less than three (3) additional members to this committee. The function of this committee is to approve all plans for improvements, enforce all restrictions and resolutions related to architectural control, and prepare a budget related to these functions.

Section 8.

Term: Each Committee will function one (1) year.

Section 9.

Vacancies: Vacancies will be filled by appointment by the “Board”.

Section 10.

General: Persons appointed to serve on a committee must be an Association member in good standing with membership and voting rights active.

ARTICLE IX - Officers of the Board

Section 1.

Election: The Officers of the “Board” will be selected as they among themselves decide at the first “Board” meeting preceding the election at the General Meeting.

Section 2.

Signers of Checks: All “Board” members will be authorized signers of checks for the Association. The “Clerical Coordinator” will also be an authorized signer of checks.

Section 3.

President: The President will preside over all “Board”, “General and Special” Meetings; will be a member of “Covenants and Deed Restrictions Committee” and “Architectural Control Committee”; will set the agenda with the assistance of the “Board” for all meetings; will report to the “Board” all business conducted in committees on which he or she serves.

Section 4.

Vice President: The Vice President will preside over “Board”, “General and Special” Meetings in the absence of the President; will assist in the affairs of the Association; will be a member of the “Management Committee”; will report to the “Board” all business conducted by the “Management Committee”.

Section 5.

Secretary: The Secretary will keep minutes of all “Board”, “Special” and “General” Meetings called; will maintain and review “Book of Resolutions”; will be a member of the “Communications Committee”; will report to the “Board” all business conducted by the “Communications Committee”; prepare a budget related to the affairs of the office of Secretary; and shall maintain an updated list of property owners. Treasurer: This position will be combined with the position of Secretary with one (1) person holding both positions. The Treasurer shall maintain all checking and savings accounts; shall be a member of the “Finance Committee”; shall oversee collection and recording of maintenance fees and will work with any outside service contracted to assist with same; shall report to the “Board” all business conducted by the “Finance Committee” shall prepare budgets for all committees yearly and present to the “Board” each January for approval.

Section 6.

Activities and Recreation: Shall plan and organize activities and recreation for residents of ROSEWOOD HILL; shall be responsible for the Summer Program and management of the Recreation Center in ROSEWOOD HILL; shall be a member of the “Activities and Recreation Committee” and report all business to the “Board”; shall prepare a yearly budget related to the areas of responsibility.

Section 7.

Members at Large: Shall carry forth duties as determined by the “Board”; shall report the activities of their committees to the “Board”. The “board” will contain three (3) members elected as “Members at Large”.

ARTICLE X - Maintenance Fees

Section 1.

Maintenance Fees shall be collected annually in January or as set by the “Board”.

Section 2.

Increases of maintenance fees by the “Board” are limited to 15% annually without a vote of the members of the Association.

Section 3.

Special assessments and/or larger maintenance fee increases shall be by Special Vote (Article V, Section 5).

Section 4.

Delinquent accounts will be charged a late fee of \$25.00 per month for each month dues remain delinquent as provided for in the “Deed Restrictions”.

Section 5.

Maintenance fees must be current to maintain membership and voting rights in the Association (Article V, Section 3).

At the October 19, 2022 Board of Director’s Meeting, Article X, Section 6 of the Bylaws is hereby deleted in its entirety.

Section 6.

~~Acting board members shall be exempt from maintenance fees payments (maximum of one lot’s fees currently capped at \$300 per year) for duration of term on the board. Board members shall be required to pay the difference of the current annual maintenance fee less the \$300.00 capped amount.~~

ARTICLE XI - Property Rights

Section 1.

Owners Easements of Enjoyment: Every owner shall have a right and easement of enjoyment into the common area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- (a) Right of the Association to deny privileges for delinquent maintenance fees or infraction of its published rules and regulations.
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon a common area.
- (c) Right of the Association to deny voting rights for failures to pay assessments and maintenance fees and interest accrued therein.
- (d) Right of the Association to limit the number of guests of owners and to establish fees for guests usage of "Common Areas" and facilities.

Section 2.

Delegation of Use: Any owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the "Common Areas" and facilities to the members of his family residing with him, his tenants or contract purchasers who reside on the property. Where an owner delegates to the tenant or contract purchaser, the owner and his family members surrender their right of enjoyment to the "Common Areas" and facilities.

Section 3.

Delegation of Voting Rights: An owner may not delegate a voting right. He may, however, exercise his right by written, notarized proxy appointed by him.

Resolution 1: Be it resolved that the letter, describing decorative fences, from Jack Frey Properties, Inc. to the Board of Directors, Rosewood Hill HOA, dated July 21, 1999, concerning decorative fences is the official definition of same for purposes of Deed Restriction Enforcement of **Deed Restriction #5** regarding “decorative fences” for fences in front of the main dwelling of properties within the Rosewood Hill Subdivision. This letter states “a low fence, not to exceed two and one half feet (30”) in height from the ground level, which is strictly ornamental in nature. Such fence may be constructed of wood pickets, wood split rail, plastic pickets, wrought iron or any other material and color which is approved by the architectural control committee. The solid fence material should occupy no more than one third of the surface area of the fence. The fence may not be contiguous with or attached to, or built or placed in the proximity of, any other fence of different design or height. The fence may not be backed with any kind of work, wire mesh, plastic mesh or any other kind of backing. The fence shall not function as a potential constraining fence for any animal or fowl. It was and is my intent that such fence possesses no utility other than to enhance the landscaping and visual appeal of the front of the main dwelling”.

Resolution 2: Be it resolved that regarding **Deed Restriction #8** the Board of Directors has adopted the following Resolution to address unlicensed vehicles and unlicensed drivers on the streets, roads and common areas of Rosewood Hill Subdivision which have become an obnoxious activity. Unlicensed motorized vehicles whether battery or gas operated (i.e. ATV’s, UTV’s Golf Carts, Scooters, etc.) and/or unlicensed motor vehicle operators are prohibited on the roads and the road drainage easements of Rosewood Hill Subdivision. Motor vehicles of any type are prohibited in all parks and common areas, other than roads and designated parking areas, in Rosewood Hill Subdivision. Authority for Resolution 2 is contained in the official minutes of a special Board of Directors RHHHA, which met on March 23, 2000.

Amendment to Resolution 2: By unanimous vote of the Board of Directors, be it resolved that Resolution 2 is hereby by AMENDED, ONLY to the extent to permit the operation of Golf Carts by licensed drivers only on the roads of Rosewood Hill. Authority for the amendment of Resolution 2 is contained in the official minutes of the meeting of the RHHHA Board of Director’s on October 13, 2020.

Resolution 3: Be it resolved that the Board of Directors has adopted the following Resolution to **By-Law Article XI Property Rights** to address the use of Rosewood Park Lake located in the front park. Swimming and Boating are prohibited in Rosewood Hill Lake. Fishing is allowed as CATCH AND RELEASE only Authority for Resolution 4 is contained in the official minutes of a special Board of Directors meeting, RHHHA, of March 23, 2000.

Resolution 4: Animal Restraints & Removing Waste – Animals and pets may not become a nuisance or obnoxious per **Deed Restriction 8** including excessive barking, running loose, or waste removal to the occupants of neighboring property or to become a hazard to the health, welfare and well-being of the community.

Resolution 5: By unanimous vote of the Board of Directors during the Executive Session of the August 14, 2007 Board Meeting, the Board of Directors has adopted the following: Regarding **Deed Restriction 21 and By-law Article X, Section 4 “Delinquent Accounts”** – A per month late fee of \$25.00 shall also be applied to any account which is delinquent beginning February 1 and continuing for each month account remains delinquent. At the discretion of the Board of Directors, delinquent accounts shall be charged either 9% interest per annum, \$25.00 per month late fee, or both. Be it also resolved that “Maintenance Fees” shall be due no later than January 31 of each year.

Resolution 6: By unanimous vote of the Board of Directors during an Executive Session meeting on February 28, 2012, Be it resolved that the Board of Directors has adopted the following Resolution to further address **Deed Restrictions 7, 8, and 16** to address and include Garage Sales in Rosewood Hill: No “Garage Sale” shall be permitted in Rosewood Hill except during the specified dates and times as coordinated by the Rosewood Hill HOA. No signage shall be permitted within the easement and Right of Way of the Rosewood Hill entrance located at FM 2920. The Rosewood Hill HOA will place one (1) sign at the entrance of Rosewood Hill during the approved “Garage Sale” times of year as outlined above. The term “Garage Sale” shall include any other similar term such as “Yard Sale”, “Rummage Sale”, “Estate Sale”, etc. Any resident who has a valid contract for the sale of their home may have only one (1) “Moving Sale” within one (1) month of moving and only with written approval of the Rosewood Hill HOA Board of Directors. Such approval must be obtained by submitting such request to the Clerical Coordinator who shall in turn submit the request to the Rosewood Hill HOA Board of Directors for approval.

Resolution 7: By unanimous vote of the Board of Directors during an Executive Session meeting on February 28, 2012, Be it resolved that the letter from Jack Frey Properties Inc. dated February 15, 2012 concerning fences for Lots 13 – 24 which back up to the Rosewood Hill Lake is hereby adopted as the official definition for the purpose of Deed Restriction Enforcement of **Deed Restriction #5** concerning fences of Lake lots in the Rosewood Hill Subdivision. This letter states “Only fences which are not higher than four (4) feet and are open and can be seen through shall be permitted for these Lots”.

Resolution 8: Be it resolved that regarding **Deed Restriction #8 and #12**, the Board of Directors has unanimously adopted the following Resolution to prohibit roosters to be kept or maintained on any property or lot in Rosewood Hill. Authority for Resolution 8 is contained in the official minutes of the RHHHA Board of Director’s meeting on July 28, 2020.