

POWDER MILL ESTATES

Deed Restrictions

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DEED RESTRICTIONS

POWDER MILL ESTATES

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT, POWDER MILL ESTATES OWNERS ASSOCIATION, (herein referred to as "Association"), provides governance for POWDER MILL ESTATES, (the "Subdivision") a subdivision situated in Harris County, Texas, according to the plat thereof recorded in Volume _____, Page _____ of the Map Records of Harris County, Texas, said plat being incorporated herein for all purposes, which Subdivision consists of four (4) reserves designated as Reserve "A", Reserve "B", Reserve "C", and Reserve "D", and four (4) Blocks, containing a total of one-hundred sixteen (116) Lots.

Every owner of a lot shall be a member ("Association Member") of Powder Mill Estates Owners Association, Inc., (the "Association") a Texas non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any lot.

The purpose of the Association in general is to protect the general scheme of the subdivision as evidenced by these Restrictive Covenants and to provide for and promote the health, safety, and welfare of the Association Members, to set and collect the annual maintenance fund assessments and other fees or assessments and to administer said funds, to provide for the maintenance, repair, construction, preservation, upkeep, and protection of the common areas and facilities in the Subdivision and such other purposes as are stated in these Restrictive Covenants.

MEMBERSHIP AND VOTING

Association Members shall be entitled to one vote for each lot owned. The vote of any lot owned by more than one person shall be exercised as they among themselves determine, or, in the absence of such determination, by a majority of such persons or entities, but in no event shall more than one vote be cast with respect to any lot.

All of the privileges of membership, including voting rights and the use of the common facilities, are subject to: (1) being current in all assessments and fees established by the Association, and (2) being in compliance with the covenants, rules, and restrictions within these Restrictive Covenants as they currently exist or may be amended from time to time. Any member failing to meet one or both conditions may be denied their privileges of membership.

Any voting desired or required at any meeting shall be determined by a simple majority vote of those votes represented at such meeting EXCEPT for such actions and decisions that shall require the vote of a "Quorum of Members" as hereinafter defined. When the Board of Directors determine that a major financial or business decision requires the vote of a "Quorum of Members," then such vote shall be at a meeting called for the purpose of taking such action or at the regularly scheduled meetings of the Association PROVIDED, however, that written notice of any such meeting and the purpose thereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the required quorum is not present, or has not provided a proxy concerning such purpose, another meeting may be called subject to the same notice requirement. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. A "Quorum of Members" means a majority of the lot owners of the subdivision.

The general membership of the Association shall have the right to bring any proposed action, review any past actions taken by the Association, or bring a petition for the recall of any Board or committee members before a vote of the general membership for purposes of denying, amending, establishing, or affirming such action or recall. A meeting shall be called by the Board of Directors for the purpose of carrying out such vote upon the receipt of a "Petition for Referendum" properly signed by the persons holding fifteen percent (15%) of the outstanding votes. Voting under and pertaining to such referendum shall then take place according to all of the provisions of this Paragraph with notice of such meeting being mailed within fifteen (15) days of the receipt of said petition by the Board.

MANAGEMENT OF THE ASSOCIATION

All directors or committee members shall be entitled only to reimbursement for reasonable expenses incurred in the course of their duties. All compensation or reimbursements shall be made as a general expense payable out of the Maintenance Fund. The structure of the Association shall consist of the following formal boards or committees along with any other boards or committees that may be established from time to time by the Board of Directors.

A. BOARD OF DIRECTORS.

The Board of Directors ("Board of Directors" or "Board") shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things not directed by the Articles of Incorporation or Bylaws to be done and exercised exclusively by the Association membership.

The Board shall consist of at least five (5) Directors elected for a one year term or until replaced at the next annual meeting of the Association. Any vacancies arising during the year in the position held by elected Directors shall be filled by appointment by the balance of the Board until the time of the next regular election. Any positions vacated by operation of a "Petition for Referendum" shall be filled by an election at the same meeting.

B. ARCHITECTURAL CONTROL COMMITTEE.

The Architectural Control Committee (hereafter "ACC") shall be composed of no less than two (2) and no more than three (3) members appointed by the Association or Board of Directors. Due to death, incapacity, or resignation, any member or members of the ACC may be removed and a new member or members may be appointed by majority vote of the Board of Directors. A successor to a member of the ACC shall have all of the duties and possess all of the powers of the member replaced. A majority of the ACC may designate a representative to act for it and to perform any function which the ACC as a whole could perform. Neither the members of the ACC nor its designated representatives shall be entitled to any compensation for services performed pursuant to these Restrictive Covenants. The ACC's approval of plans and specifications shall be in writing and shall be signed by at least two (2) members of the ACC, or by the duly designated representative of the ACC.

No member of the ACC, nor their heirs, successors or assigns shall be liable in damages to anyone submitting plans for approval, or to any Association Member or lessee of land affected by these Restrictive Covenants by reason of mistake in judgment, negligence or nonfeasance, arising out of or in connection with the approval or disapproval, or failure to approve any such plans, or in connection with consenting or failing to consent, approving or failing to approve any matter with respect to which the ACC may have authority under the terms hereof. Every person who submits plans to the ACC for approval agrees, by submission of such plans, and every Association Member or lessee of said property agrees, by acquiring title thereto, or a leasehold interest therein, that he will not bring any action or suit against the ACC, or any member of the ACC, their respective heirs, successors and assigns, to recover any such damages. The ACC may approve or disapprove any plan submitted and this decision is final. Although reason(s) for disapproval shall be stated, they may approve only in part, conditionally approve, or reject.

The ACC, as well as other Association Members of lots in the Subdivision, shall further have the authority to enforce any and all of the covenants and conditions set forth in these Restrictive Covenants against any person or persons violating or attempting to violate the same, and in furtherance of the foregoing, and not by the way of limitation, the ACC may institute proceedings at law or in equity to restrain violation of these Restrictive Covenants and to recover damages for the breach of violation thereof and attorney's fees in connection with the enforcement of these Restrictive Covenants.

RECORDS

The Association shall maintain a record book of minutes of each meeting. Said minutes book shall document the policy resolutions, administrative resolutions, special resolutions, and general resolutions in a manner that will provide for (1) referencing the actions of the Association over a period of years, (2) establishing a consistency in Board actions, and (3) for protecting the Association Members from capricious and arbitrary actions by the Board.

The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours, and copies of all or any part of these Restrictive Covenants, or other documents pertaining to the business of the Association, shall be made available to all Members and any other person or entity having a valid interest in the Subdivision upon the request of such party. The Association shall have the right to charge reasonable fees for providing copies of said documents.

DUTIES AND POWERS

In addition to the duties and powers enumerated in the Articles of Incorporation or Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the duties and powers of the Board shall normally include, but shall not be limited to, the following:

- A. The right of the Association acting through the Board to carry on all legal business functions and exercise all of the powers of a Texas non-profit corporation, subject only to such limitations as are expressly set forth in these Restrictive Covenants, including but not limited to the right to own, sell, grant, convey, lease, mortgage, or dedicate to any individual entity, or utility, any portion of or rights pertaining to any common areas, roads, or easements in favor of the Association; or to construct, purchase, lease, or contract for any additional property, facilities, equipment, etc.; or to borrow money for the purpose of constructing, improving, maintaining, or repairing said common areas or facilities, roads, or easements and in aid thereof to mortgage said property.
- B. The roads within the Subdivision will be owned and maintained by Harris County, Texas. The Board, however, shall be responsible for working with the County to see that all county right-of-ways and public easements within the Subdivision are adequately maintained by the County or other responsible entity. The Association shall specifically have the right to assist in said maintenance in any manner agreeable to the responsible entity, including but not limited to, performing needed repairs at Association expense.
- C. All of the common areas, common facilities, and easements in favor of the Association shall be operated, manned, and maintained in good repair for the benefit and enjoyment of all of the Association Members and the cost therefrom shall be a common expense to be paid out of the Annual Maintenance Fund Assessment.

D. The Board shall have the right to enforce the provisions of these Restrictive Covenants by any legal and appropriate means, whether specifically defined in these Restrictive Covenants or not, for the benefit and protection of the scheme of the development as evidenced by these Restrictive Covenants.

E. The Board shall also have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules") which may include the establishment of a system of fines and penalties. The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of any common areas; provided, however, that the Association Rules may not discriminate among Association Members, and shall not be inconsistent with these Restrictive Covenants. A copy of the Association Rules as they may from time to time be adopted, amended or repealed or a notice setting forth the adoption, amendment or repeal of specific portions of the Association Rules shall be delivered to each Association Member. Upon completion of the notice requirements, said Association Rules shall have the same force and effect as if they were set forth in and were part of the Declaration and shall be binding on the Association Members and their successors in interest whether or not actually received thereby. The Association Rules, as adopted, amended or repealed, shall be available to each Association Member or other interested party upon request. In the event of any conflict between any such Association Rules and any other provisions of these Restrictive Covenants, the provisions of the Association Rules shall be deemed to be superseded by the provisions of these Restrictive Covenants to the extent of any such conflict.

F. The Board shall annually prepare an operating budget and capital budget and therefrom compute the Annual Maintenance Fund Assessment to be charged against each Lot. The Board shall also have the right, subject to the provisions of these Restrictive Covenants, to establish other fees or assessments that may from time to time be required or beneficial to the purposes of the Association. The Board shall further have the right to adopt procedures for the purpose of making, billing, and collecting the Assessments, user fees, and charges provided for herein, provided that the procedures are not inconsistent with the provisions hereof.

G. The Board shall have the right to hire or contract with any person or entity for the performance of various duties and functions including, but not limited to, the employment of a manager or management company to perform all or any part of the duties and responsibilities of the Association.

H. The Board shall have the right to delegate to committees, officers, employees or agents any of its duties and powers except such powers which are nondelegable according to law. No such delegation, however, whether to a professional management company, the Architectural Control Committee or otherwise, shall relieve the Association of its obligations to perform such delegated duty.

INDEMNIFICATION

To the fullest extent allowed by law, the Association shall indemnify every officer and director against any and all expenses, including counsel fees, 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 reason 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 gross negligence, willful misconduct, or bad faith. Except as provided in the preceding sentence, 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 on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights 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.

The Association, to the extent available, shall obtain and continue in effect in its own name the following types of insurance so long as such amounts or type of insurance coverage are not, in the good faith judgment of the Board, prohibitively expensive or no longer necessary or appropriate for the protection of the Properties, the Association and the Members:

Fire and extended coverage insurance on all improvements owned or leased to the Association, the amount of such insurance to be not less than ninety percent (90%) of their aggregated full insurable value, meaning actual replacement cost exclusive of the cost of excavations, foundations and footings.

Other public liability, fidelity coverage, worker's compensation, officers' and directors' liability insurance, and/or indemnity or other bonds which the Board shall deem necessary or beneficial to carry out the Association functions.

All of the costs, charges, and premiums for all insurance that the Board of Directors authorizes, shall be a common expense of all members and be a part of the Annual Maintenance Fund Assessment or a Special Assessment at the option of the Board. All insurance obtained by the Association shall be maintained by the Association for the benefit of the Association, and the Association Members as their interest may appear. The Association Members hereby waive and release all claims against the Association, the Board, other Association Members, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only. It shall be the duty of the Board of Directors annually to conduct an insurance review to determine if the policies in force are adequate to meet the needs of the Association and to satisfy the requirements of this Paragraph. Nothing shall be done or kept in the Subdivision which would result in the cancellation of insurance or increase the rate of insurance on any property insured by the Association without the express written approval of the Board.

ASSESSMENTS

A. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is conclusively deemed to covenant and agree as a covenant running with the land to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the lot and shall be secured by a continuing lien upon the lot against which each such assessments is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, also shall be the personal obligation of the owner of such lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Association Member's successors in title unless expressly assumed by them. No Association Member shall be personally liable for any assessment made or becoming due and payable after ownership terminates, provided the Association is given prior notice of such change of ownership, which notice must specify the name and address of the new Association Member.

B. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Subdivision, including the improvement and maintenance of all common areas, streets, paths, esplanades and easements and vacant lots and also providing for lighting and fogging and any other thing necessary or desirable in the opinion of the Association to maintain or improve the Subdivision.

C. Annual assessments.

(i) From and after January 1, 1995, the maximum annual assessment may be increased by the Association effective January 1 of each year by not more than fifteen percent (15%) above the maximum assessment for the previous year, without a vote of the membership.

(ii) From and after January 1, 1995, the maximum annual assessment may be increased above the amount hereinabove authorized in subsection (i) only by the vote of at least fifty-one percent (51%) of the votes of members of the Association who are voting in person or by proxy at the annual meeting or at a special meeting duly called for the purpose of increasing the annual assessment.

(iii) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(iv) The Board of Directors may decrease the annual assessment without ratification by or assent of the members of the Association.

D. Annual assessments shall be collected on an annual basis and must be fixed at uniform rates for all lots.

E. Except as otherwise herein provided, as to each lot, the annual assessment shall commence on January 1, 1995. Written notice of the annual assessment shall be sent to every Association Member. Annual assessments shall be due and payable on January 31 of each calendar year. Lots purchased at any time will be subject to prorated annual assessments due and payable at the time of purchase.

F. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum non-usurious rate of interest per annum then allowable under the laws of the State of Texas, and the Association may bring an action at law against the Association Member personally obligated to pay the same, or foreclose the lien against the lot. Such lien may be enforced judicially or by foreclosure of the lien affecting the defaulting Association Member's lot by power of sale retained by the Association, in like manner as a deed of trust on real property upon compliance with the Texas Property Code, as the same may be amended from time to time.

G. In the event of a default hereunder, the Association Member also shall be required to pay the cost and expenses of legal proceedings and all reasonable attorney's fees incurred by the Association. The Association shall have the power to purchase the lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same. Each Association Member, by his acceptance of a deed to a lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Association Member personally for the collection of unpaid assessments as a debt.

H. The annual assessment and the special assessments, as hereinabove provided for, shall each constitute and be secured by separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each lot and all improvements thereon, for the benefit of the Association. The liens securing the assessments provided for herein shall be subject and subordinate to:

(i) all liens for taxes or assessments levied by the City, County and State Governments or any political subdivision or special district thereof, and

(ii) all liens (including vendor's liens, deeds of trust, mortgages and other security instruments) securing any loan for any part of the purchase price of a lot and/or any improvements thereon and filed of record prior to the date when such charges and assessments become due and payable. No foreclosure or conveyance in lieu of foreclosure shall relieve the transferee from liability for any assessment thereafter for the lien herein granted, and the personal obligation of the foreclosed or transferring Association Member shall not be extinguished by any foreclosure or transfer.

I. The annual and special assessment charge shall be a covenant running with the land. Such charge and the lien created thereby are hereby assigned to the Association which will collect all such annual and special assessments and will allocate and expend such funds. The judgment of the Association, its Board of Directors and its legal representatives in the expenditure of said funds shall be final so long as said judgment is exercised in good faith. This enumeration of the services for which assessment may be expanded carries no obligation to furnish any of such services except to the extent of funds actually received by the Association.

VIOLATIONS

If any Association Member or their heirs or assigns shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions, either to prevent him or them from doing so, or to recover damages or other dues for such violation, for the benefit of the Association. The Association shall be entitled to recover attorney's fees and other expenses in enforcing these Restrictive Covenants.

TERM

These covenants and restrictions shall run with the land and shall be binding upon all subsequent Association Members, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty-five (25) years from the date these Restrictive Covenants are recorded, at which time they shall be automatically extended for successive ten (10) year periods unless an instrument signed by seventy-five percent (75%) of the then Association Members in the Subdivision covered by these Restrictive Covenants has been filed of record prior to the end of said twenty-five (25) year period, agreeing to change these covenants and restrictions in whole or in part. These Restrictive Covenants may be amended by an instrument signed by the Association Members owning at least seventy-five percent (75%) of the lots covered by these restrictions presently filed or as may be enlarged in the future. Any amendment must be recorded. The time periods in this paragraph shall apply equally to any amended restrictive covenants.

STIPULATIONS

The singular, wherever used herein, shall be construed to mean the plural where applicable. The pronouns of any gender shall include the other genders, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.

If these Restrictive Covenants or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the general purposes and objectives of these Restrictive Covenants shall govern.

If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any word, clause, sentence or provision appearing in these Restrictive Covenants shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

The Association shall have and reserve the right at any time, and from time to time, without the joinder or consent of any other party, to amend these Restrictive Covenants by any instrument in writing duly signed, acknowledged, and filed of record for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein.

Any notice required to be sent to any Association Member under these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, to the last known address of the person who appears as Association Member, as the case may be, on the records of the Association at the time of such mailing.

The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictive Covenants, or any part thereof, shall not affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

In the event the approval or consent of the Association, Architectural Control Committee or Board of Directors is required under these Restrictive Covenants, such approval or consent must be obtained in writing to be effective unless expressly provided to the contrary herein.

Invalidation of any one or any part of these Restrictive Covenants by judgment or court order shall not affect any of the other provisions or parts of provisions which shall remain in full force and effect.

DECLARATIONS GOVERNING SUBDIVISION LOTS

WHEREAS, the Association desires to create and carry out a uniform plan for maintenance and improvements of all of the tracts in the Subdivision; and, to that purpose, the Association hereby adopts, establishes and imposes the following declarations, reservations, protective covenants and limitations ("Restrictive Covenants") governing all tracts in the Subdivision:

1. No Lot in the Subdivision may be divided into smaller tracts.

2. No Association Member shall occupy or use his or her lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the Association Member, his or her family, guests, and tenants. No retail or commercial use shall be made of the same, or any portion thereof. All buildings or structures in the Subdivision shall be of new construction. Notwithstanding the foregoing, an Association Member may use his or her home for his or her own private, professional use as long as such use does not supersede the primary use of the home as a residence or conflict with the intent to have a residential community. Any Association Member (or prospective purchaser) who desires to use his or her home for professional purposes must first apply, in writing, to the Board of Directors of the Association (Board of Directors), and request an exception to the residential use restriction. The Board of Directors, in their sole discretion, shall determine whether such professional use is compatible with the residential nature of the Subdivision, and if, and only if, a majority of the Board of Directors approves, in writing, the requested professional use shall it be allowed. The Association Member then shall be permitted to use his or her home for the professional use specified by the Board of Directors. Approval, once given, shall be irrevocable so long as the professional use conforms to the specific use approved by the Board of Directors. This exception to strictly Residential use shall be narrowly defined and strictly enforced by the Board of Directors. In no way will permission be granted if the professional use requires non-residential visitation, requires the repair, production or manufacturing of any item or has any visibility or noise whatsoever evident from the exterior of the home.

3. No mobile home, manufactured home, structure of a temporary character, tent, shack, barn, servants quarters, or other out building shall be used on any lot at anytime as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any lot.

4. Any residence constructed in the Subdivision shall be new construction with the exception of such decorative accessories as are customarily used by builders in the construction of new residences. All residences placed on all Lots in Blocks One, Two and Three, except for those placed on Lots 34 through 58 (both inclusive) in Block One, shall contain not less than two thousand two hundred (2,200) square feet of living area, exclusive of porches, breezeways and patios and garage. All residences placed on Lots 34 through 58 (both inclusive) in Block One and on all Lots in Block Four, shall contain not less than two thousand eight hundred (2,800) square feet of living area, exclusive of porches, breezeways, patios, and garages.

5. All residences must include an enclosed garage (minimum of two cars) architecturally similar to the residence. Each Association Member is encouraged to construct ample room for storage, garden equipment, vehicles, etc. as to regularly park their vehicles under a carport, breezeway, porte cochere or in an enclosed garage. The garage roof line height may not exceed the roof height of the residence. Additionally, side entry and rear entry garages are encouraged. Any front loading garage must be placed no closer than the rear of the residence unless screened by an architecturally enhancing carport. No garage shall be enclosed or modified without ACC approval. Garage doors visible from any street shall remain closed except during ingress or egress or when actively being used.
6. All homes shall face the front of the lot. The width of each home must be at least sixty (60) feet, excluding a front loading garage.
7. Vehicles shall be parked only in the garage or driveway. No vehicles may be parked in the yard. No parking is permitted on the street except for visitation. No parking on the street shall be permitted on an overnight basis.
8. Homeowners may park their RV or Motorhome in their driveway for a maximum of two (2) days to pack or unpack before or after going on a trip. When visitors or relatives from out of town come with an RV or Motorhome, it may be parked in the driveway for a maximum of ten (10) days per year.
9. Plans for private swimming pools must be approved by the ACC. No above ground pools will be permitted other than temporary toddler pools under 18 inches high.
10. Each Association Member must install his own private septic system that is in accordance with all government regulations. Water will be supplied by a private utility company at the Association Member's expense. Due to government regulations, no water wells may be drilled.
11. Servant quarters are permitted for bona-fide servants or immediate family (non-rent paying) purposes. They must be constructed with architectural similarity to the residence.
12. All entries, driveways, sidewalks, circle driveways, etc. which cross drainage ways will be across an approved culvert as determined by Harris County or other governmental authority having jurisdiction. No Association Member may disturb the drainage or water flow of the Subdivision by blocking or impeding it in any manner. Furthermore, it is the Association Member's responsibility to maintain and keep clean the drainage ways and culverts associated with his lot.

13. No building or structure shall be located on any lot nearer than fifty (50) feet to the front lot line. No building or structure shall be located on any lot nearer than fifteen (15) feet to the side lot line in the case of a residence, or nearer than five (5) feet to the side lot line in the case of a garage. No building, garage or other structures shall be located nearer to the front, side or rear lot line than the respective front, side, and rear setback distances specified for each lot on the original or amended plat of the Subdivision.

14. Easements affecting all lots in this Subdivision are reserved as shown on the recorded plat for installation and maintenance of utilities and drainage facilities. The Association reserves the right of ingress and egress for itself, its agents and any governmental or utility representative to repair, maintain and/or install equipment necessary to provide services to any lot owner.

15. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the Subdivision.

16. No obnoxious or offensive activity may be carried out or conducted on the Subdivision, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to adjoining property Association Members.

17. All exterior improvements, including residences, garages, driveways, sidewalks, culverts, required lighting, and mailboxes, must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence or other structure is six (6) months from the date the slab or foundation is poured or installed. The front yard of a lot must be landscaped and sodded within 60 days after completion of construction of a residence on a lot.

18. No building material of any kind or character shall be placed or stored upon any lot until the Association Member 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 on the street.

19. No sign of any kind shall be displayed to public view on any lot or building except one sign of no more than six (6) square feet in area advertising the merits of the property for sale. The Association shall have the right (but not the obligation) to remove any sign, billboard or other advertising structure or device which is placed on any lot or home in violation of this Paragraph and shall be entitled to assess the Association Member and recover all costs of such removal from the Association Member. Contractors and subcontractors, such as pool contractors, electricians, plumbers, roofers, etc., may not erect signs in or on a lot while working on a home.

20. Association Members shall at all times maintain the Subdivision in a healthful, sanitary, neat and presentable condition. No trash, garbage, waste matter or debris of any kind shall be dumped or permitted to accumulate on said property. Prior to trash disposal and removal, trash, garbage, or other waste shall be temporarily kept in adequate containers which shall be maintained in a clean and sanitary condition and screened by adequate planting or fencing so as to conceal them from the public view. Association Members are encouraged not to place tree limbs, trash, or garbage cans on the curb prior to the evening before scheduled pickups.

21. Each Association Member is bound and obligated through the purchase of any lot, to maintain the same and any improvements thereon, at his expense, in a safe, neat and attractive condition and otherwise in compliance with these Restrictive Covenants. Additionally, Association Members are to mow and maintain ditches and easements in front, behind, and/or on the side of their lot to the street or adjoining lot or land. In the event that an owner should, in the opinion of the Board of Directors and or ACC, fail to comply with these Restrictive Covenants, the Board of Directors or ACC may notify such Association Member in writing of such non-compliance. In the event such Association Member shall fail to eliminate any objectionable, detrimental or unattractive condition and otherwise fully comply with these Restrictive Covenants within fifteen (15) days after receipt of written notice from the Board of Directors and/or ACC, the Board of Directors and/or ACC shall have the right and power (but not the obligation) to enter upon such Association Member's property and perform any or all acts necessary to comply with these Restrictive Covenants. The Association Member shall be liable for the expenses incurred by the Board of Directors and/or ACC and in such event shall be payable by such Association Member on demand and shall be secured by a lien in the same manner as the maintenance charge assessed against said property, as hereinafter provided. In the exercise of the aforementioned power, the Board of Directors and/or ACC shall not be liable, and is hereby expressly released from any liability for trespass or other cause of action in connection with or arising from such action.

22. No animals, livestock, poultry, dogs, cats and such may be kept or permitted on any lot or any part of the Subdivision, EXCEPT as pets for domestic use. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets where such keeping (a) is or may become a nuisance or obnoxious to the occupants of neighboring property, (b) is or may become a hazard to the health, welfare and well being of the community or (c) is for any commercial purpose. No hogs or swine, nor any large animals such as horses or cattle shall be kept on any part of the Subdivision for any purpose whatsoever.

23. All pets must be kept in a fenced area or on a leash accompanied by an Association Member, and are not permitted to roam. **No animals shall be permitted in or around the Subdivision pool area at any time.** The Association has the right to adopt rules and regulations concerning the keeping of animals in the Subdivision and means to enforce such. At all times, owners of dogs and cats must be able to exhibit current rabies vaccination documentation from a licensed veterinarian. All animal waste must immediately be disposed.

24. Without prior written approval of the ACC, no exterior antennas, aerials, or satellite dishes larger than one meter for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the exterior of the improvements to be located upon any lot, which would be visible from any of the windows on any of the lots, or from the streets adjacent to the such lot.
25. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.
26. No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street, in the front or side yard of any lot or in areas visible from adjoining properties.
27. The Association has the right to adopt rules and regulations concerning the use of unlicensed motorcycles, go-carts and similar motorized vehicles and may at its discretion eliminate their use if such operation creates a safety hazard, excessive noise or annoyance to the Association Members. No boat, utility trailer, travel trailer, cattle trailer, or any other trailer is to be parked on any tract for more than twenty-four (24) hours. Otherwise, such trailer or vehicle must be stored in an enclosed garage or designated storage area behind the house, out of sight from any street or road. Note: RVs and Motorhomes are addressed in Paragraph 8 above.
28. No pistol, rifle (including air pistol or air rifle), shotgun or any other firearm or bow and arrow or any other device capable of killing, injuring, or causing property damage shall be discharged on any part of the Subdivision. No fireworks shall be set off in any part of the Subdivision.
29. Open fires on any lot or elsewhere in the Subdivision are prohibited; provided, however, that the foregoing shall not be construed to preclude the use by any Association Member of his interior fireplaces, or safe outdoor fireplace or cooking facilities.
30. No fence may be installed on any lot without prior written approval of the ACC. No chain link fences or other wire fences will be permitted on any lot in this Subdivision. No walls or fencing may be placed in front of the front wall of the residence and no Association Member may fence any portion of their front yard except decorative items approved by the ACC. All fencing shall be maintained in a neat and repaired manner.

31. No building or other improvements, including without limitation, home, patio, decking, storage building, alterations, driveways, sidewalks, fences and outdoor lighting, shall be commenced, constructed, erected, placed or maintained on any lot, nor shall exterior addition to, or alteration therein be made, unless and until (i) a preliminary site plan showing all dimensions, locations of buildings, entries, lighting and driveways on the property have been submitted to and approved in writing by the ACC, and (ii) the final working plans and specifications referred to hereinafter have been submitted to and approved in writing by the ACC. The final working plans and specifications shall specify, in such form as the ACC may reasonably require, the nature, kind, shape, height, exterior color scheme, material, and locations of the proposed improvements or alterations thereto. The ACC shall have the right, free of charge, to retain one (1) copy of the final working plans and specifications. In the event the ACC fails to approve or disapprove the preliminary site plan within fifteen (15) days after they have been submitted to the ACC for approval, approval thereof shall not be required and the provisions of this Paragraph will be deemed to have been fully complied with. Where any Association Member has neglected to submit working plans and specifications for approval, failure of the ACC to exercise the powers granted by this provision shall never be deemed a waiver of the right to do so either before or after a building or other improvement on any lot, or any exterior addition to or alteration thereof, has been completed.

32. Where not otherwise specified herein, the ACC shall have the right to specify reasonable requirements for each building site as follows: tree removal and preservation, foundation, garage orientation, lighting, mailboxes (all of which must be of brick), building materials, siding and trim, and building design. The ACC shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements of architectural design requirements or quality, in the ACC's judgment.

The ACC shall have the authority hereunder to require any Association Member or Association Member's contractor to cease and desist in constructing or altering any improvements on any home site where such actions have not first been reviewed and approved in writing. Failure to secure written approval of such actions constitutes a violation of the Restrictive Covenants, Architectural Guidelines and any other documents promulgated by the ACC. The violating Association Member shall remove any violating improvements or site work at his or her sole expense without delay, returning same to its original condition or bringing the home site into compliance with the Restrictive Covenants, Architectural Guidelines and any plans and specifications approved by the ACC for construction on that home site. If an Association Member proceeds with construction that is not approved by the ACC or that is a variance of the approved plans, the Association may assess fines and may continue to assess fines until ACC approval is granted or the violation is removed. Written notice may be delivered to Association Member or any agent or contractor with apparent authority to accept same and notice shall be binding on Association Member as if actually delivered to Association Member.

The "Powder Mill Architectural Control Guidelines," both narrative and graphic, issued and amended by the Association and/or the ACC from time to time, which describe the objectives of the Association, and/or the ACC, contemplated by these Restrictive Covenants are incorporated herein for all purposes. Association Member should obtain the "Powder Mill Architectural Control Guidelines" from the Association and/or the ACC prior to commencement of plans, specifications, demolition or construction of any improvements on any lot.

EXECUTED this _____ day of _____, 20____.

POWDER MILL ESTATES
OWNERS ASSOCIATION

Name: _____

Henry K. Oncken

Title: _____

President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____ by
_____, President of Powder Mill Estates Owners
Association, on behalf of said Association.

NOTARY PUBLIC, STATE OF TEXAS

Return to Henry Oncken
23607 Powder Mill Drive
Tomball, TX 77377-3921

POWDER MILL ESTATES

Architectural Guidelines

POWDER MILL ESTATES ARCHITECTURAL GUIDELINES

The home and any improvements to any lot must be constructed and conform to certain custom home guidelines and enhance the cosmetic atmosphere of the neighborhood. The Architectural Control Committee (ACC) utilizes the aforementioned as a guide. However, they may make decisions on plans presented, as they deem necessary, to benefit the entire community.

RESIDENTIAL HOMES

- **Any changes to the appearance of the exterior of the home must be approved by the ACC before the work begins.**
- All improvements must be located within the guidelines shown on the survey plat with respect to utility easements, drainage easements, building lines, etc.
- Each residence must be a minimum of sixty (60) feet in width excluding a front-loading garage.
- The exterior design of the residence must be within the character and plan designated by the Powder Mill Estates Owners Association (hereinafter "Association"), eliminating extreme or radical designs and preapproved by the ACC.
- No log homes.
- Building materials must be new, with the exception of certain approved materials normally used to decorate or accent the improvement. Any use of recycled materials must be approved by the ACC.
- Heavy-weight, twenty-five (25) year or greater, composition shingles, tile or non-corrugated metal roofs are acceptable. No wood shingles. Roof color must be compatible with the character of the neighborhood.
- Exterior paint color in new homes and changes to exterior paint color in existing homes must be submitted and approved by the ACC prior to application. Natural earth tones are preferred.
- No reflective or colored window glass or frames without prior approval of the ACC.

TREE PRESERVATION

- The attraction of Powder Mill Estates is the natural beauty, mature trees, and general character it offers. The intentions of the Architectural Guidelines are to preserve this natural beauty whenever possible. Therefore, it is the Association Member's responsibility to take this into consideration during home design, home orientation, driveway planning, remodeling, additions, improvements, etc.
- Dead and/or infected trees should be removed in a timely basis. However, no trees shall be removed without prior approval of the ACC.
- Once the batten boards have been set and trees marked, Association Member must make an appointment with at least one member of the ACC for approval. The ACC has the right, but not the obligation, to require alterations to the exact location of the intended structure, driveways, garage, etc. when considering tree preservation.
- Trees larger than six (6) inches in diameter should be preserved unless located within eight (8) feet of the intended residence or garage.

DRIVEWAYS / SIDEWALKS

- A driveway and a sidewalk to the front entry of the home are required to be installed prior to occupancy.
- Each entrance from the street to the lot must be over a culvert, as strictly specified by certain governing authorities, to ensure adequate drainage of the neighborhood. Culverts not used as sidewalk crossings or driveways may not be placed on the lot.
- All driveways and sidewalks must be made of concrete, brick or other approved surface material making a smooth transition from the asphalt road to the entry of the garage or home.
- No asphalt, dirt or gravel driveways or walkways will be permitted in the front of any lot.
- Circle driveways are permitted so long as they enhance the property, do not require removal of mature oak trees, and are of approved surface.

GARAGE

- Side and rear entry garage orientations are encouraged. Front loading garages without a carport must be placed behind the rear line of the home.
- Garages must be designed architecturally similar to the residence.

- The roofline of the garage may not exceed the height of the residence's roofline.
- Association Members are encouraged to construct the size of the garage to adequately handle their individual family needs concerning number of vehicles, lawn equipment and normal household needs to ensure all vehicles will be kept in either an enclosed garage or under an appropriate carport or porte cochere. Nothing other than automobiles is to be stored outside of the garage.

FENCING

- Wrought iron, wood frame and wood privacy fences are acceptable, depending on the design and location. Plans for fences must be approved by the ACC.
- No chain link or wire fencing is permitted in the subdivision.
- No Association Member may fence any portion of his or her front yard in front of the front wall of the residence.

LIGHTING

- Each Association Member is required to purchase and install at least one standard (or approved) exterior gas lamp (or electric with photocell operation) at least
- five (5) feet from the front property line within five (5) feet of the driveway or sidewalk.
- Exterior lighting is encouraged, but must be approved by the ACC prior to installation.

MAILBOXES

- All mailboxes must be of brick, stucco or stone construction and include a concrete address block on the street side of the structure. The base of the mailbox must be at least two feet by two feet (2' x 2').
- Mailboxes must abide by all postal regulations.
- Association Members are to submit plans for their mailbox as they would any other improvement. These plans should show dimensions, design, materials, etc.
- All mailboxes must be maintained with the same care and diligence as the rest of the property.

LANDSCAPING

- Landscaping of the front yard must be installed within sixty (60) days after occupancy. This minimum requires that the front yard be sodded and shrubs be planted across the front of the residence in designs customary to professional landscaping.
- Lawns and shrubs must be continuously maintained in a neat and orderly fashion. No grass clippings or other yard debris is to be left in the street.

EQUIPMENT

- All HVAC compressors, pool equipment, etc. must be placed on the side or rear of the residence in a manner screened from public view.
- Antennas of any kind may not be installed in a place where it is in the view of streets, side streets or adjoining Association Members.
- No wall or window air conditioning units.

UTILITY SERVICE

- It is the responsibility for each Association Member to contact appropriate service companies and arrange for services.
- Association Members are to use underground services whenever possible.

ADDITIONAL IMPROVEMENTS

- Children's play equipment, storage buildings, swimming pools, decks, patios, remodeling, etc. must be submitted to the ACC prior to installation or construction and the ACC will have the same authority to approve, disapprove or conditionally approve as the initial construction of the lot. Storage buildings must match the residence in terms of materials, paint color, and roofing material.

The Architectural Guidelines are utilized to outline the general scheme of the neighborhood and improvements to the individual lots. If certain items are not addressed herein, that does not exempt any Association Member from obtaining approval prior to making alterations and/or improvements to any lot. The ACC will rarely deviate from these guidelines except in unusual circumstances. However, the ACC may not approve any plans that are in conflict with the Powder Mill Estates recorded Deed Restrictions.

These guidelines may be altered, changed or modified at any time by the Architectural Control Committee in effort to improve the quality and value of all properties within the community.