

DECLARATION OF
PROTECTIVE COVENANTS,
CONDITIONS &
RESTRICTIONS FOR
RED
OAK
COURT

YAUPON STREET at CROCUS STREET
LAKE JACKSON, TEXAS

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(Amendments of Jan 31, 2023 attached at end of document)

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Article I
Red Oak Court Community Association

Section I – Introduction

THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED OAK COURT was made May 25, 2000 and had been amended by Red Oak Court Community Association (“ROCCA”) several times with amendments prior to Jan 1, 2023 included herein and those after that date appended at the end.

ROCCA hereby declares that all of the property described in Exhibit “A” and any additional property which is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall insure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of the Texas Condominium Act, Tex. Prop. Code Ann. 81.001 et seq (Vernon 1983) and 82.001 et seq (Vernon 1993).

Section 2 – Organization and Administrative

The principle purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein and in Supplemental Declarations, providing for the maintenance and preservation of the Area of Common Responsibility and architectural control of the Units, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the property now and hereafter subject to this Declaration.

Section 3 – Membership

Every Owner, as defined in Article I, shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein.

The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and By-Laws.

Section 4 – Voting

Eligibility: Eligibility to vote or serve, as a representative, director or officer shall be predicated upon a Member being in good standing with the Association. To be in good standing, the Member must have all assessments of every type and category paid up to date and have no outstanding financial obligations to the Association that are delinquent. Additionally, no Member shall be allowed to vote or hold office if that Member is alleged in a formal written notice from the Association to have a deed restriction violation on one or more Units in Red Oak Court.

Article II Definitions

Section 1 – ARC

"ARC" refers to the Red Oak Court Architectural Review Committee.

Section 2 – Assessment

"Assessment" shall mean and refer to assessments leveled against all Units in the Properties to fund Common Expenses.

Section 3 – Association

"Association" shall mean and refer to Red Oak Court Community Association (ROCCA), its successors or assigns.

Section 4 – Board of Directors

The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Texas corporate law and the governing body of the Association. ROCCA may elect not to have a Board or Board of Directors.

Section 5 – Common Area

“Common Area” refers to real property which the Association either owns or holds for the common use and enjoyment of all Owners, as shown in Exhibit “A”, and for which the Association, through written agreement with the City of Lake Jackson, Texas, is responsible for maintaining.

Section 6 – Common Expenses

“Common Expenses” shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, but shall not include original construction or installation of infrastructure, original capital improvements, or other original construction costs.

Section 7 – Member

“Member” shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 8 – Mortgage

“Mortgage” shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed recorded in the Real Property Records of Brazoria County, Texas.

Section 9 – Mortgagor

“Mortgagor” shall mean and refer to a beneficiary or holder of a Mortgage.

Section 10 – Mortgagee

“Mortgagee” shall mean and refer to any Person who gives a Mortgage.

Section 11 – Owner

“Owner” shall mean and refer to one (1) or more Persons who hold the record title to any Unit, which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded

contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 12 – Person

“Person” means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 13 – Properties

“Properties” shall mean and refer to the real property described in Exhibit “A”.

Section 14 – Supplemental Declaration

“Supplemental Declaration” shall mean an amendment or supplement to this Declaration executed by or consented to by ROCCA, which imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

Section 15 – The Community

“The Community: refers to Red Oak Court as shown on Exhibit “A”.

Section 16 – Unit

“Unit” shall mean a portion of the Properties, whether developed or undeveloped, intended for development, use, and occupancy as a residence, more specifically defined as a single-family detached house on separately platted lots. The term shall include all portions of the lot owned as well as any structure thereon.

Section 17 – Special Assessment

“Special Assessment” means an assessment charge, fee, or dues that each owner of property within a subdivision is required to pay to the property owners’ association, after a vote of the membership, for the purpose of paying for the costs of capital improvements that are incurred or will be incurred by the association during the fiscal year. A Special Assessment may be assessed before or after the association incurs the capital improvement costs.

Section 18 – Individual Assessment

“Individual Assessment.” A charge of a fee other than a Regular Assessment or Special Assessment that an individual Owner of a Unit located in the subdivision is required to pay to ROCCA.

**Article III
Covenant for Maintenance**

In general, this article establishes the design standards for original construction of each Unit, improvements and/or modifications to each Unit and maintenance of these improvements. This Article establishes the design standards from which the ARC governs original construction and modifications within the Community.

Section 1 – Association’s Responsibility

The Association shall maintain and keep in good repair the Area of Common Responsibility, to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Areas, landscaped medians within public rights-of-way as shown on Exhibit “A”, and such portions of any additional property included within the area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the Assessment.

Section 2 – Owners Responsibility

Each Owner shall maintain his or her Unit and all structures, serving their respective Units, the area within the right-of-way between the Unit boundary and the back-of-curb of the adjacent street and other improvements comprising the Unit, including driveway, sidewalks, and any fence not owned by the Association.

All maintenance required by this Section shall be performed in a manner consistent with the Community and all applicable covenants. In addition to any other enforcement rights available to the

Association, if any Owner fails to properly perform his/her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with this Declaration, except when entry is required due to an emergency situation, in which case the Association shall afford the Owner reasonable notice and an opportunity to solve the problem prior to entry.

Section 3 – Party Fences/Common Area Fence

- a) General Rules of Law to Apply. Each fence built as part of the original construction on the Units which shall serve and separate any two (2) adjoining Units shall constitute a party fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party fence shall be shared by the Owners who make use of the fence in equal proportions. Repair and replacement of Common Area walls and fences constructed on behalf of the Association shall be the responsibility of the Association. Parties responsible for damage shall be held accountable for said damage.
- c) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owners under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.
- d) Because the perimeter fence on the west and the north sides of Red Oak Court Community is a reflection of the entire community, ROCCA will maintain the entire perimeter fence on those sides, including replacement when deemed necessary. Individual homeowners whose fence is repaired or replaced will be assessed a prorated cost of this maintenance based on the length of fence on their property. (See Exhibit A.) Staining the inside of the perimeter fence bordering a homeowner's property, however, will be the responsibility of the homeowner.

Section 4 – Maintenance of Zero Building Line Exterior Wall

Red Oak Court is a zero-lot-line, single-family residential community. This designation places one exterior wall of every Unit on a property line. In order to maintain or repair the primary structure within each Unit, there has been established a three foot (3') maintenance

easement along each zero designated lot line. Every Owner, for the sole purpose of maintaining or repairing their primary structure, has a right of temporary access to the adjoining Unit within this easement. Even though it is not required by the Association it is recommended that each Owner notify their adjoining neighbor when maintenance or repairs are scheduled and that temporary access is needed along the zero designated lot line. Access for this purpose cannot be denied. If additional space beyond the three-foot (3') easement is required for maintenance or repairs, then the Owner may request the Association to grant temporary access, if adjoining neighbor denies access. Owner is required to repair or replace any property or landscaping (including sodding) within the adjoining neighbor's Unit that is damaged as a result of the maintenance or repairs. Exceptions include plant materials planted within the three foot (3') access easement and/or elements or structures mounted or placed on the primary structure exterior wall by the adjoining neighbor. This restoration is expected to be completed in an expeditious manner.

Section 5 – Right of Adjoining Unit Owner to Utilize Zero Building Line Exterior Wall

Adjoining Unit Owner does not have any rights to mount or place any permanent element or structure on or against the designated zero lot primary structure exterior wall without written permission of the Owner of said Unit. If permission is granted, the agreement applies only to the parties involved and shall be considered void with sale or transfer of Units in which such element or structure is placed.

Article IV Insurance and Casualty Losses

Section 1 – Association Insurance

The Association, or Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Area.

Section 2 – Individual Insurance, Repair and Reconstruction

The decision to acquire insurance by Unit Owners is subject to the discretion of each Unit Owner. However, each Owner covenants and

agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his/her Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs of repair or reconstruction. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and ruins (including slab, driveways and other improvements) and thereafter the Owner shall maintain the Unit in a neat and attractive, landscaped condition.

Article V Rights and Obligations of the Association

Section 1 – Common Area

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. Refer to Article II, Definitions, under Common Area and Exhibit "A".

Section 2 – Rules and Regulations

The Association may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. In addition, the Association shall have the right, without the obligation, to exercise self-help to cure violations in the event that any Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association. The Board shall also have the power to seek relief in any court for violations or to abate nuisances.

In addition to all other remedies that may be available, the Association has the right to collect attorney fees and/or fines from any Owner that is in violation of this Declaration, any applicable Supplemental Restrictions or amendments, any Architectural Guidelines, the Building Guidelines, or any other rule or regulation promulgated by the Association. Every Owner shall comply with all provisions of this Declaration, the rules and regulations of the Association, all other

dedicatory instruments of the Association and any amendments or supplements to any of the foregoing. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration.

Section 3 – Implied Rights

The Association may exercise any other right or privilege given to it expressly by this Declaration and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Article VI Assessments

Section 1 – General

No Owner may waive or otherwise exempt him/herself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association.

Section 2 – Computation of Assessment

It shall be the duty of the Board to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as provided in Section 4 of this Article.

A. Regular Assessment

The Regular Assessment to be levied against each Unit for the coming year shall be determined by the total budgeted Common Expenses based on the total number of units subject to an assessment. In the event the Association fails for any reason to determine the budget and Regular Assessment for the succeeding year, then and until such time as a budget is determined, the current budget and Regular Assessment shall continue into the succeeding fiscal year.

The Association is required to notify all Owners in writing at least thirty (30) days prior to the beginning of its fiscal year the dollar amount of the Regular Assessment to be levied against each Unit for the coming year.

B. Special Assessment

The Special Assessment to be levied against each Unit for necessary capital improvements for which there are not enough reserve funds and shall be determined by total estimated cost of the capital improvement based upon at least two quotes prepared by licensed contractors. The Association is required to notify all Owners in writing at least thirty (30) days prior to the levy of the special assessment the information concerning the need for the special assessment and the total estimated cost of the capital improvement based upon the best quote prepared by a licensed contractor.

C. Individual Assessment

An individual homeowner will be assessed the cost of damages to property of the Association caused by Owner or Owner's guests, invitees, contractors or any other person associated with the Owner. This includes, but is not limited to lights, sprinkler system, trees and any other Association property.

Section 3 – Lien Subordination

The lien for any unpaid assessments provided for herein shall be prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Section 4 – Collection and Remedies for Assessments

- (a) The assessments provided for in this Declaration, together with late charges, attorney's fees, interest and costs as necessary for collection, shall be a charge on and a continuing lien upon the Unit against which each assessment is made. Each such assessment, together with late charges, attorney's fees, interest and costs, shall also be the personal obligation of the Owner of the land at the time the assessment became due. This personal obligation for delinquent assessments shall not pass to successors in the title unless expressly assumed by them.
- (b) In order to secure the payment of the assessments hereby levied, an assessment lien is hereby reserved in each deed from the Declarant to the Owner of each Unit which lien may be foreclosed upon by non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (or any successor statute); each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed
- (c) The President of the Association or his/her designee is hereby appointed Trustee to exercise the Association's power of sale. Trustee shall not incur any personal liability hereunder except for his/her own willful misconduct.
- (d) In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 (or any successor statute) and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale no less than twenty one (21) days prior to the date of the proposed foreclosure sale, postage prepaid, registered or certified mail, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association or by hand delivery. At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid for such Property at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period Property is owned by the

Association following foreclosure (1) no right to vote shall be exercised on its behalf; (2) no assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorney's fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of assessments in default inclusive of interest, late charges and attorney's fees; and third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Unit foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

Section 5 – Date of Commencement of Assessments

The obligation to pay the assessments provided for herein shall commence as to each Unit on the first day of the month following (a) the month in which the Unit is made subject to this Declaration; or (b) the month in which a subdivision plat is recorded covering the property comprising the Unit, whichever is later. The first annual Base Assessment levied on a Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit. Owners make one (1) annual assessment payment, computation based on the twelve (12) month fiscal year. Such payment is due within thirty (30) days from commencement of the Associations fiscal year. Any assessment not paid within thirty (30) days after due date will be subject, at the Associations discretion, to bear interest from the due date. The Board shall determine the interest rate, not in excess of the maximum lawful rate of interest.

Section 6 – Transfer of Unit

The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien (but not the personal obligation) of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association

chargeable to such Unit that became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

Section 7 – Exempt Property

Notwithstanding anything to the contrary herein, common areas shall be exempt from assessments.

Article VII Architectural Review

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer.

This Article shall not apply to construction or improvements or modifications to the Common Area by or on behalf of the Association

Section 1 – Architectural Review Committee

The Architectural Review Committee (ARC) shall consist of at least three (3) persons and shall have exclusive jurisdiction over all original construction and any modifications, additions, or alterations on any portion of the Properties. The Board of Directors shall appoint the members of the ARC, who shall serve and may be removed at the discretion of the Board of Directors. The members of the ARC may include architects, engineers and other persons who are not members of the Association.

The ARC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines governing construction within the Properties, which shall include application and review procedures to be followed in submitting an application for approval hereunder (“Design Guidelines and Improvements Criteria”). The Design Guidelines and Improvements Criteria shall be those of the Association, and the ARC shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The ARC shall make the Design Guidelines and Improvements Criteria available to Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct

their operations strictly in accordance therewith. In the event that the ARC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within thirty (30) days after submission thereof, the plans shall be deemed approved.

Section 2 – Architectural Approval

To preserve the architectural and aesthetic appearance of the Community, no construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by any Owner with respect to any of the Units, unless and until two (2) copies of the plans and specifications and related data showing the nature, color, type, shape, height, materials and location of the same shall have been submitted to and approved in writing by the ARC. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Owner marked “approved”, “approved with conditions as noted”, or “disapproved”. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his/her Unit, or to paint the interior of his/her Unit any color desired.

Section 3 – No Waiver of Future Approvals

The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any rights to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 4 – Variance

The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as hardship, aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 5 – Right to Inspect

The ARC reserves the right to inspect, during reasonable daylight hours, any Unit with respect to which construction is in progress to insure plans and specifications submitted and approved by the ARC are being complied with.

Section 6 – No Liability

Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. The Association shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

Article VIII Design Guidelines and Improvements Criteria

In general, this article establishes the design standards for original construction of each Unit, improvements and/or modifications to each Unit and maintenance of these improvements. This article establishes the design standards from which the ARC governs original construction and modifications within the Community.

Section 1 – General Design Criteria

Primary structure for each Unit shall comprise a minimum of 1,600 square feet (air conditioned space) exclusive of porches and garages. A minimum two-car garage is required with metal lockable door and automatic opener. Minimum front and rear building lines are fifteen feet (15'). Minimum side yard is ten feet (10') along the non-designated zero lot line and zero feet (0') along the designated zero lot line. Minimum side street setback is ten feet (10'). Maximum lot coverage (area of improvement to vacant lot) is 60% of total lot (Unit). Plate height shall be a minimum of nine feet (9'). Second story windows must be positioned within front or rear elevation. Second story windows may not be positioned on any side elevation

without the written approval of the ARC. Approval must be granted before installation or construction.

Unit physical street address treatment shall be attached to the front elevation of primary structure in a manner consistent with the Community. Address numbers shall be a minimum of four inches (4") with a maximum of six inches (6") in height. Numbers must be a permanent type construction. Painting address numbers on either the structure or the street curb in front of the Unit is prohibited.

The ARC must approve design criteria for driveway construction and finishes.

Any "security" or "flood" lighting should be of a wattage or lumen count that does not indiscriminately illuminate neighboring properties. Mercury, vapor, sodium halide or fluorescent lights are prohibited. Fixtures should be mounted onto the structure in such a manner that is screened from public view. The number and placement of these type fixtures are subject to ARC approval. Freestanding pole lighting fixtures are prohibited within the Unit. This includes "standard-type" street lighting and poles similar to those used by the lighting utility company (Reliant Energy HL&P). The Association has the right to require relocation or removal of any fixtures that adversely affect neighboring properties.

Sidewalks are required for each Unit. All sidewalks shall be constructed four (4') feet behind street curb. The area within the four feet (4') shall be sodded and irrigated. All sidewalks shall be four feet (4') in width and constructed of reinforced concrete, not less than four inches (4") in thickness. Sidewalks parallel to public streets and/or within public street right-of-way shall also meet City of Lake Jackson, Texas design standards. Each Unit Owner shall be responsible to maintain, at their expense, all sidewalks parallel to the street within the Unit and any walks leading from the "street sidewalk" to the primary structure. This includes reconstruction of sidewalk, if necessary.

Section 2 – Exterior Finishes

The primary structure (including garages) of each Unit shall be finished in 100% queen size antique modular brick. ARC shall approve brand of brick and color selection prior to commencement of initial Unit development with the Community. All windows, including those visible from the street, may be typical aluminum frame or primed wood frame

casement approved by ARC. Roofing material shall be an Elk II or equal architectural shingle. Roofing for outdoor patio or porch may be of an alternate material approved by the ARC. A minimum roof slope of 10:12 on side-to-side roofs is required. Front entry doors may be typical 6'8" in height or 8'0" in height. Double entry doors are allowable. Storm doors are not permitted on front entry or any doorway visible from the street. Garage doors shall be metal with approved decorative panel and painted no more than one color, matching that of trim colors. No chimneys (rear vent or direct vent through roof) are allowed.

Section 3 – Landscape

All lawn areas within the Unit shall be solid sod. In lieu of a "street tree" arrangement, there shall be planted one *Quercus virginiana* (Live Oak) four to six inches (4-6") in caliper within the front lawn area of each Unit. This tree shall be placed so that there is consistency in location to the adjoining Unit(s) tree location. It is understood that driveway and walk layout coupled with "front" versus "side" loading garages may prevent exact alignment of tree location to the adjoining Unit(s). The intent is to place these trees in a consistent relationship within the "streetscape" to yield a similar effect as to the typical "street tree" arrangement, but allowing for proper maturity of each tree. No trees are to be planted between the back curb and sidewalk adjacent to the street.

All areas within the Unit, visible from the street, shall be landscaped with traditional planting beds including shrubs, groundcovers and seasonal perennial and annual flowering plants. Plant container size and spacing of initial planting materials shall be consistent with that of the Community.

Natural planting borders that are visible from the street such as liriopie or jasmine are encouraged. Other acceptable edging material includes stone or brick (matching that of primary structure), laid flat as an accent material, or gardening tiles manufactured for the purpose of planting bed edging. Metal or plastic bed edging, specifically manufactured for the purpose of bed edging, either dark green or black, is also acceptable. Bricks may not be laid loose and may not be placed in a vertical position or with holes visible. Unacceptable edging material includes raised concrete, railroad crossties or landscape timbers.

Planting beds within the front elevations of the Unit are required to have a minimum of four (4) standard low-voltage "landscape" lights with white or frosted bulbs. The front elevation of each Unit shall be lit with low voltage house wash lighting approved by ARC. Wiring and transformers must be concealed from view. Colored bulbs are not permitted.

Irrigation systems are required for all original landscaped areas visible from the street within the Unit, including lawn areas. Systems shall be designed and installed to insure that indiscriminate watering does not occur on streets or neighboring yards. Pop-up spray heads are recommended for lawn areas. Bubblers or drip systems are recommended for planting beds. Mechanical and electrical equipment associated with the irrigation systems must be concealed from view. The Owner of each Unit is responsible for maintenance of all area back of curb visible from the street and agrees that if either landscaping or sprinkling (irrigation) system on city property (i.e. lawn area within street right-of-way) is disturbed (damaged or destroyed) by city or other utility crews in the course of their normal duties (and/or repairs), replacement will be by the Owner.

The Owner of each Unit is responsible for maintaining landscape plantings within the Unit. Responsibility includes replacement of any dead plant material, visible from the street, in a timely manner. In the event the *Quercus virginiana* (planted in the front lawn as part of the original planting) dies, the Owner is required to replace this plant with another *Quercus virginiana* similar in size to the original plant at the time in which it dies. The replacement plant shall not be less than four to six inches (4-6") in caliper and it is a reasonable expectation of the Association that the Owner replace the dead oak with a *Quercus virginiana* up to five inches (5") or greater in caliper. Caliper refers to the width of the trunk measured typically between six (6) and twelve (12) inches above the base of the tree. This *Quercus virginiana* must be replaced with another *Quercus virginiana* to insure consistency throughout the Community. Replacement of this plant must be accomplished in a timely manner.

The Owner of each Unit is responsible for maintaining the landscape lighting system and the irrigation system that is visible from the street. These systems are expected to perform the intended function on a regularly programmed basis to assure curb appeal is maintained throughout the Community.

Section 4 – Fencing

All fencing shall be six feet (6') in height with bottom "rot" board. Fence cap shall be two by six inches (2"x6") with a one by two inch (1"x2") trim. Fence shall be three (3) rails with #1 or #2 western cedar pickets six inches (6") in width. All post shall be four inch by four inch (4"x4") treated pine set a minimum of three feet (3') in ground using a ten-inch (10") auger. All cedar fencing shall be stained with Bakers Grey Away stain, Color: Special Blend (formerly Super Cedar Blend), both sides. The exception will be the North Calla Lily side of that section of the perimeter fence which will be treated with a clear stain. Fencing visible to street must be wrought iron or cedar approved by ARC.

Article IX Use Restrictions

The Properties shall be used only for the purpose as designated on a record plat.

Section 1 – Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any dwelling, fence or other improvements upon such Lot so as to be visible from public view except for the following:

- (a) For Sale Signs. An Owner may erect one (1) sign on his/her Lot, not exceeding two feet by three feet (2'x3') in area, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of such Lot advertising the property for sale.
- (b) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than sixty (60) days in advance of the election to which they pertain and shall be removed within seven (7) days after such election.

- (c) School Spirit Signs. Signs containing information about one or more children residing in the Dwelling and the school they attend shall be permitted as long as the sign is not more than twenty four inches by twenty four inches (24"x24") and is fastened only to a stake in the ground. Signs may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year.
- (d) Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling shall be permitted so long as the sign is not more than eight inches by ten inches (8"x10") or the sticker is no more than four inches by four inches (4"x4"). There shall be no more than one (1) sign and no more than two (2) stickers located on the windows or doors.

All signs are subject to the Architectural Guidelines and Bulletins promulgated by the ARC. If any sign is in violation of this Declaration, the Association or its agents shall be authorized, but not obligated, to enter upon any Unit and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

Section 2 – Parking and Prohibited Vehicles

- (a) Parking. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles other than that originally approved by the ARC.
- (b) Prohibited Vehicles in Residential Sections. Vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. Notwithstanding the foregoing, vehicles that become inoperable while on the Properties must be removed within seventy-two (72) hours thereof. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Properties during such period of time, as

is reasonably necessary to provide service or to make a delivery to a Unit.

Section 3 – Occupants Bound

All provisions of this Declaration and of any rules and regulations or use restrictions that govern the conduct of Owners and provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit.

Section 4 – Animals and Pets

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets, not to exceed a total of three (3) pets, may be permitted in a Unit. This shall not apply to hamsters; small birds, fish or other constantly caged or impounded animals. Those pets which are permitted to roam free, or, in sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units shall be removed upon request of the Association. No pets shall be kept, bred, or maintained for any commercial purpose.

Section 5 – Quiet Enjoyment

No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on the Unit.

Section 6 – Unsightly or Unkempt Conditions

It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkempt condition on his/her Unit.

Section 7 – Antennas

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Unit, which is visible from any street without written consent of the ARC. The ARC may require screening of approved apparatus. No satellite dishes shall be permitted which are larger than one (1) meter in diameter.

Section 8 – Garbage Cans, Tanks, Etc.

All garbage cans, above-ground tanks, mechanical equipment, woodpiles, yard equipment and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon, and placed for collection pursuant to City of Lake Jackson Ordinances.

Section 9 – Subdivision of Unit and Time Sharing

No Unit shall be subdivided or its boundary lines changed.

No Unit shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule over a period of years.

Section 10 – Firearms

The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The Association shall not be obligated to take action to enforce this Section.

Section 11 – Drainage and Septic System

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant shall dump or dispose of grass clippings, leaves

or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances within the Properties.

Section 12 – Sight Distance

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. Safe sight distance is defined by the sight distance criteria of The City of Lake Jackson, Texas.

Section 13 – Air Conditioning Units

Any air conditioning unit installed in a Unit shall be located or screened so as not to be visible from any street or Common Area within the Properties.

Section 14 – Holiday Lighting and Displays

Traditional holiday decorative lights and displays may be placed for six (6) weeks prior to and up to two (2) weeks after any commonly recognized holiday for which such lights and items are traditionally displayed.

Section 15 – Artificial Vegetation, Exterior Sculpture and Similar Items

It is recognized that individual yard decorations/sculpture, including but not limited to birdbaths, benches, statuary, etc. add to the beauty and individuality of Unit Owners. No more than three (3) items, visible from the street, will be allowed per Unit.

Section 16 – Energy Conservation Equipment

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC in compliance with Texas Statutes, including but not limited to, Texas Property Code Section 202.010. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any Unit.

Section 17 – Play Equipment

Jungle gyms, swing sets or similar play equipment that is above eight feet (8') at its highest point from existing ground level, shall not be erected or installed on any Unit without prior written approval of the ARC. Permanent placement or attachment of basketball goals within the front yard, visible from the street or on the front elevation of any Unit, is prohibited. Portable/movable goals are acceptable, but must be stored in the garage or rear yard when not being used for immediate play. The Association reserves the right to require relocation or removal of the goal for non-compliance. Any playground equipment furnished by the Association shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 18 – Business Use

No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Unit. An Owner or occupant residing in the Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable from outside the Unit; (b) the business activity conforms to all zoning requirements for the Property; and (c) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, as may be determined in the sole discretion of the Association.

The term "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof.

Section 19 – On-Site Fuel Storage

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except small containers with capacity up to five (5) gallons for emergency purposes and/or operation of lawn mowers and similar tools or equipment.

Section 20 – Leasing of Units

The ROCCA believes use and occupancy restrictions are an inherent part of any common interest development, and that they are crucial to the stable, planned environment of any shared ownership arrangement. It is the desire of the association to maintain the residential character of the neighborhood by applying the following:

- (a) Definition. “Leasing”, for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including but not limited to a fee, service, or gratuity.
- (b) Leasing Provisions. Units may be rented only in their entirety; no fraction or portion may be rented. Each dwelling shall be limited to one lease at any time, such lease to be in writing, a copy of which shall be presented to the Board of Directors for their review. The Board strongly recommends the use of the *Texas Association of Realtors Residential Lease* form. The initial term of the lease shall be no less than one (1) year. The owner must make available to the lessee a copy of this Declaration. The ARC may adopt further reasonable rules regulating leasing.

Article X General Provisions

Section 1 – Term

The covenants and restrictions of this Declaration shall run with and bind the Properties. They shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded. After this time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years. This Declaration, in whole or in part, can be modified or terminated as specified.

Section 2 – Amendment

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five percent (75%) of the total votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Upon approval of the Owners, as set out above, and the Association's joinder and approval of said amendment shall be recorded in the public records of Brazoria County, Texas whereupon to the extent of any conflict with this Declaration, the amended Declaration shall control.

If an Owner consents to any amendment to this Declaration it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 3 – Indemnification

The Association shall indemnify every officer, director, and ARC member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding), if approved by the Board of Directors. ARC members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The ARC members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such ARC member free and harmless against any and all liability to others on account of any such contractor commitment. The Association shall, as a Common Expense, maintain adequate general liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4 – Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5 – Non-Waiver

Failure of the Association to enforce this Declaration shall not be tantamount to a waiver of future violations of this Declaration.

Section 6 – Perpetuities

This section has been removed.

Section 7 – Compliance

Every Owner and occupant of any Unit shall comply with all lawful provisions of this Declaration, Articles of Incorporation, and rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Unit Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration.

Section 8 – Books and Records

The books, records and papers of the Association shall, by appointment, be subject to inspection by any Member for any proper purpose with the exception of the following: contracts being negotiated, payroll records, pending disputes and personal homeowner files. The Articles of Incorporation and this Declaration shall likewise be available for inspection, by appointment by any Member for any proper purpose.

Section 9 – Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, or e-mailed to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Owners are required to notify the Association of their current address at all times. If an Owner fails to notify the Association of their current address, the Association shall use the address of the Unit as the current address.

Section 10 – Notice of Sale or Transfer of Title

In the event that any Owner desires to sell or otherwise transfer title to his/her Unit, such Owner shall give the Association at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require. Until the Association receives such written notice, the transferee shall continue to be jointly and severally responsible for all obligations of the Owner of the Unit hereunder, including payment of assessments, notwithstanding the transfer of title to the Unit.

Section 11 – Security

The Association shall not in any way be considered insurer or guarantor of security within the Properties. The Association shall not be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken.

Article XI Alternate Dispute Resolution

Section 1 – Dispute Resolution

No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners, Members, the Board of Directors, the ARC, officers in the Association, or the Association. Disputes between Owners that are not regulated by the Declaration shall not be subject to the dispute resolution process.

Section 2 – Outside Mediator

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent him/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a

Professional Community Association Manager ("P.C.A.M.") as certified by the Community Associations Institute, or a Certified Property Manager ("C.P.M.") as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not be a resident of Red Oak Court or work for any of the parties. The parties shall share costs for such mediator equally. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own mediator and the two selected mediators will appoint a third. If this selection method must be used, each party will pay the cost of their selected mediator and will share equally the costs of the third appointed mediator.

Section 3 – Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

Section 4 – Assessment Collection

The provisions of this Declaration dealing with Alternate Dispute Resolution shall not apply to the collection of assessments by the Association as set out in the Declaration.

**AMENDMENTS
TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR RED OAK COURT**

The following items shall be amended as authorized by affirmative vote of 75% of the Members of Red Oak Court Community Association, Inc. Voting occurred on Jan 9, 2023 with ballots accepted until Jan 31, 2023.

Amend the following sections of Article VIII Design Guidelines and Improvements Criteria as follows:

Section 1 – General Design Criteria

Sidewalks are required for each Unit. All sidewalks shall be constructed four (4') feet behind street curb. The area within the four feet (4') shall be sodded and irrigated. All sidewalks shall be four feet (4') in width and constructed in accordance with City of Lake Jackson, Texas design standards. Each Unit Owner shall be responsible to maintain, at their expense, all sidewalks parallel to the street within the Unit and any walks leading from the "street sidewalk" to the primary structure. This includes reconstruction of sidewalk, if necessary.

Section 2 – Exterior Finishes

The primary structure (including garages) of each Unit shall be finished in 100% queen size antique modular brick. ARC shall approve brand of brick and color selection prior to commencement of initial Unit development with the Community. All windows, including those visible from the street, shall be approved by the Texas Windstorm Insurance as required by the designated catastrophic local area. Roofing material shall be architectural asphalt shingles and shall conform to International Residential Code requirements. Roofing for outdoor patio or porch may be of an alternate material approved by the ARC. A minimum roof slope of 10:12 on side-to-side roofs is required. Front entry doors may be typical 6'8" in height or 8'0" in height. Double entry doors are allowable. Storm doors are not permitted on front entry or any doorway visible from the street. Garage doors shall be metal with approved decorative panel and painted no more than one color, matching that of trim colors. No chimneys (rear vent or direct vent through roof) are allowed.

Section 4 – Fencing

All fencing shall be six feet (6') in height with bottom "rot" board. Fence cap shall be two by six-inch (2"X 6") for single face and two by eight-inch (2"X 8") for double face fence with a one by two-inch (1"x2") trim. Fence shall be three (3) rails with #1 or #2 western cedar pickets six inches (6") in width. All post shall be four inch by four inch (4"x4") treated pine set a minimum of three feet (3') in ground using a ten-inch (10") auger. All wood fencing shall be stained with Bakers Grey Away stain, Color: Special Blend (formerly Super Cedar Blend), both sides. Fencing visible to street must be wrought iron or wood approved by ARC.

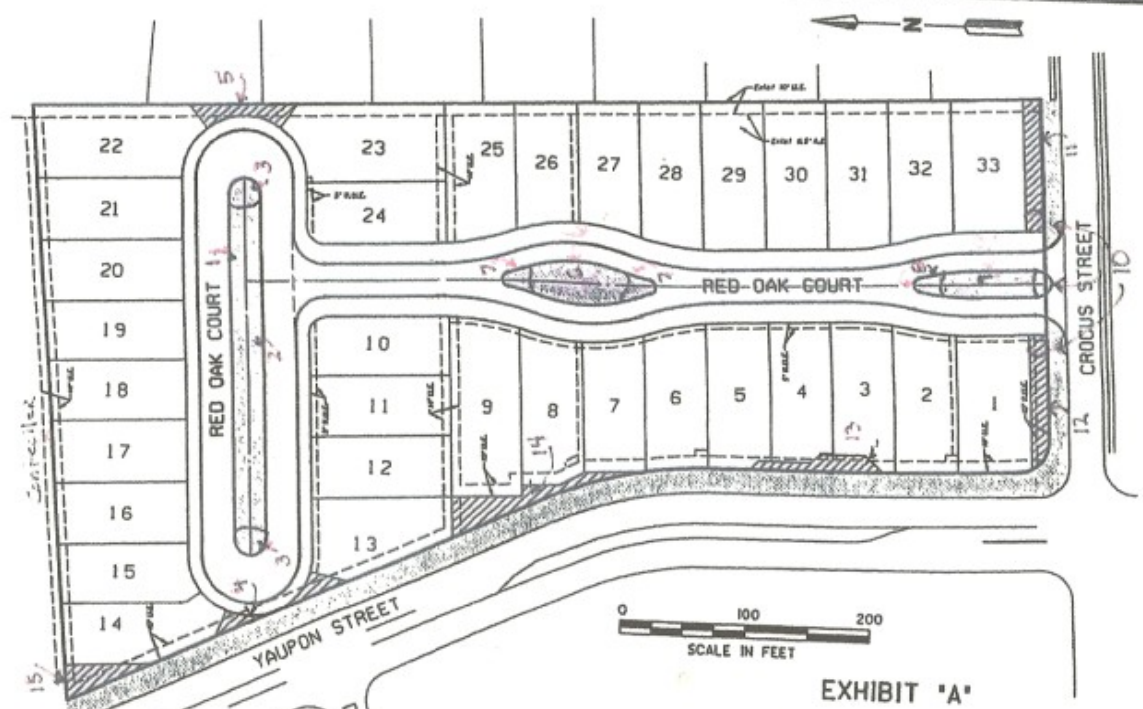



EXHIBIT 'A'

 COMMON AREAS TO BE MAINTAINED BY THE ASSOCIATION

 AREAS WITHIN PUBLIC RIGHT-OF-WAY TO BE MAINTAINED BY THE ASSOCIATION, AS PER WRITTEN AGREEMENT WITH CITY OF LAKE JACKSON

Red Oak Court