

**AMENDED, RESTATED AND CONSOLIDATED RESTRICTIONS FOR  
ASHFORD SOUTH, SECTIONS ONE (1), TWO (2), AND THREE (3),  
ASHFORD FOREST, SECTIONS THREE (3), FOUR (4), AND FIVE (5),  
AND ASHFORD FOREST, LAKE SECTION**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

WHEREAS, First General Realty Corporation, as developer, caused the instrument entitled “Ashford South Section One Residential Deed Restrictions” [the “**Original Restrictions for Ashford South, Section One (1)**”] to be recorded in Volume 6324, Page 450, of the Deed Records of Harris County, Texas, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Ashford South, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 139, Page 61, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Ashford South, Section One (1), were amended by the instrument entitled “Amendment to Residential Deed Restrictions Ashford South Section One” [the “**First Amendment to Restrictions for Ashford South, Section One (1)**”] recorded in the Real Property Records of Harris County, Texas on October 25, 1974 under Clerk’s File No. E289603; and

WHEREAS, First General Realty Corporation, as developer, caused the instrument entitled “Ashford South Section Two Residential Deed Restrictions” [the “**Original Restrictions for Ashford South, Section Two (2)**”] to be recorded in Volume 7067, Page 394, of the Deed Records of Harris County, Texas, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Ashford South, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 155, Page 33, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Ashford South, Section Two (2), were corrected by an untitled instrument recorded in Volume 7162, Page 512, of the Deed Records of Harris County, Texas; and

WHEREAS, the Original Restrictions for Ashford South, Section Two (2), were amended by the instrument entitled “Amendment to Residential Deed Restrictions Ashford South Section Two” [the “**First Amendment to Restrictions for Ashford South, Section Two (2)**”] recorded in the Real Property Records of Harris County, Texas on October 25, 1974 under Clerk’s File No. E289604; and

WHEREAS, First General Realty Corporation, as developer, caused the instrument entitled “Ashford South Section Three Residential Deed Restrictions” [the “**Original Restrictions for**

**Ashford South, Section Three (3)**] to be recorded in Volume 7645, Page 10, of the Deed Records of Harris County, Texas, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Ashford South, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 159, Page 65, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Ashford South, Section Three (3), were amended by the instrument entitled "Amendment to Residential Deed Restrictions Ashford South Section Three" [the "**First Amendment to Restrictions for Ashford South, Section Three (3)**"] recorded in the Real Property Records of Harris County, Texas on October 25, 1974 under Clerk's File No. E289606; and

WHEREAS, First General Realty Corporation, as developer, caused the instrument entitled "Ashford Forest, Section Three Residential Deed Restrictions" [the "**Original Restrictions for Ashford Forest, Section Three (3)**"] to be recorded in Volume 6196, Page 157, of the Deed Records of Harris County, Texas, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Ashford Forest, Section Three (3), a subdivision in Harris County, Texas according to map or plat thereof recorded in Volume 136, Page 61, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Ashford Forest, Section Three (3), were amended by the instrument entitled "Amendment to Residential Deed Restrictions Ashford Forest Section Three" [the "**First Amendment to Restrictions for Ashford Forest, Section Three (3)**"] recorded in the Real Property Records of Harris County, Texas on October 25, 1974 under Clerk's File No. E289605; and

WHEREAS, First General Realty Corporation, as developer, caused the instrument entitled "Ashford Forest, Section Four Residential Deed Restrictions" [the "**Original Restrictions for Ashford Forest, Section Four (4)**"] to be recorded in Volume 6430, Page 46, of the Deed Records of Harris County, Texas, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Ashford Forest, Section Four (4), a subdivision in Harris County, Texas according to map or plat thereof recorded in Volume 150, Page 47, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Ashford Forest, Section Four (4), were amended by the instrument entitled "Amendment to Residential Deed Restrictions Replat and Extension of

Ashford Forest Section Four” [the “**First Amendment to Restrictions for Ashford Forest, Section Four (4)**”] recorded in the Real Property Records of Harris County, Texas on October 25, 1974 under Clerk’s File No. E289607; and

WHEREAS, First General Realty Corporation, as developer, caused the instrument entitled “Ashford Forest, Section Five Residential Deed Restrictions” [the “**Original Restrictions for Ashford Forest, Section Five (5)**”] to be recorded in Volume 7645, Page 16, of the Deed Records of Harris County, Texas, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Ashford Forest, Section Five (5), a subdivision in Harris County, Texas according to map or plat thereof recorded in Volume 159, Page 94, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Ashford Forest, Section Five (5), were amended by the instrument entitled “Amendment to Residential Deed Restrictions Ashford Forest Section Five” [the “**First Amendment to Restrictions for Ashford Forest, Section Five (5)**”] recorded in the Real Property Records of Harris County, Texas on October 25, 1974 under Clerk’s File No. E289608; and

WHEREAS, First General Realty Corporation, as developer, caused the instrument entitled “Ashford Forest Lake Section Residential Deed Restrictions” [the “**Original Restrictions for Ashford Forest, Lake Section**”] to be recorded in Volume 7420, Page 205, of the Deed Records of Harris County, Texas, which instrument imposes various covenants, conditions and restrictions upon the following real property:

Ashford Forest, Lake Section, a subdivision in Harris County, Texas according to map or plat thereof recorded in Volume 154, Page 39, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Ashford Forest, Lake Section, were amended by the instrument entitled “Amendment to Residential Deed Restrictions Ashford Forest, Lake Section” (the “**First Amendment to Restrictions for Ashford Forest, Lake Section**”) recorded in Volume 7621, Page 20, of the Deed Records of Harris County, Texas; and

WHEREAS, the Original Restrictions for Ashford Forest, Lake Section, were further amended by the instrument entitled “Amendment to Residential Deed Restrictions Ashford Forest, Lake Section” (the “**Second Amendment to Restrictions for Ashford Forest, Lake Section**”) recorded in Volume 7533, Page 328, of the Deed Records of Harris County, Texas; and

WHEREAS, the Original Restrictions for Ashford Forest, Lake Section, were further amended by the instrument entitled “Amendment to Residential Deed Restrictions Ashford Forest, Lake Section” (the “**Third Amendment to Restrictions for Ashford Forest, Lake Section**”) recorded in the Real Property Records of Harris County, Texas on October 25, 1974 under Clerk’s File No. E289609; and

WHEREAS, the restrictions for Ashford South, Sections One (1), Two (2), and Three (3), Ashford Forest, Sections Three (3), Four (4), and Five (5), and Ashford Forest, Lake Section, each provide for amendment at any time by an instrument signed by a majority of the then owners of the lots in such section and duly recorded; and

WHEREAS, the undersigned, being at least a majority of the owners of lots in Ashford South, Sections One (1), Two (2), and Three (3), Ashford Forest, Sections Three (3), Four (4), and Five (5), and Ashford Forest, Lake Section, have agreed to amend the covenants, conditions and restrictions applicable to such subdivisions and, at the same time, consolidate the covenants, conditions and restrictions for Ashford South, Sections One (1), Two (2), and Three (3), Ashford Forest, Sections Three (3), Four (4), and Five (5), and Ashford Forest, Lake Section, into a comprehensive set of substantially uniform covenants, conditions and restrictions;

NOW THEREFORE, the undersigned, being at least a majority of the owners of lots in Ashford South, Section One (1), Two (2), and Three (3), Ashford Forest, Sections Three (3), Four (4), and Five (5), and Ashford Forest, Lake Section, hereby amend and restate the covenants, conditions and restrictions for Ashford South, Sections One (1), Two (2), and Three (3), Ashford Forest, Sections Three (3), Four (4), and Five (5), and Ashford Forest, Lake Section, to be governed by the covenants, conditions and restrictions set forth in this instrument. When effective, this instrument supersedes the Original Restrictions for Ashford South, Section One (1), as amended by the First Amendment to Restrictions for Ashford South, Section One (1); the Original Restrictions for Ashford South, Section Two (2), as amended by the First Amendment to Restrictions for Ashford South, Section Two (2); the Original Restrictions for Ashford South, Section Three (3), as amended by the First Amendment to Restrictions for Ashford South, Section Three (3); the Original Restrictions for Ashford Forest, Section Three (3), as amended by the First Amendment to Restrictions for Ashford Forest, Section Three (3); the Original Restrictions for Ashford Forest, Section Four (4), as amended by the First Amendment to Restrictions for Ashford Forest, Section Four (4); the Original Restrictions for Ashford Forest, Section Five (5), as amended by the First Amendment to Restrictions for Ashford Forest, Section Five (5); and the Original Restrictions for Ashford Forest, Lake Section, as amended by the First Amendment to Restrictions for Ashford Forest, Lake Section, the Second Amendment to Restrictions for Ashford Forest, Lake Section, and the Third Amendment to Restrictions for Ashford Forest, Lake Section.

The provisions of this instrument will become effective upon recording. Any circumstance, condition or improvement which exists prior to the date this instrument becomes effective and which is not in compliance with the provisions of this instrument will not be required to be abated, removed or modified. Provided that, if any such circumstance, condition or improvement is voluntarily or involuntarily removed, abated or discontinued after the date this instrument becomes effective, such circumstance, condition or improvement may not be renewed or replaced in a manner inconsistent with the provisions of this instrument. Provided further that, this provision is not to be construed to affect the right of the Association or any owner of a lot in the Subdivision to proceed with or initiate action against any person who is in violation of the provisions of the previously existing restrictions so long as the act, circumstance or condition constituting a violation of the previously existing restrictions also violates the provisions of this instrument.

#### DEFINITIONS

As used herein, the terms set forth below have the following meanings:

- a. “**Association**” means Ashford Community Association, Inc., a Texas non-profit corporation, its successors and assigns.
- b. “**Architectural Control Committee**” means the Architectural Control Committee identified in paragraph 2 of the Restrictions.
- c. “**Restrictions**” means collectively, the covenants, conditions and restrictions applicable to Ashford South, Sections One (1), Two (2), and Three (3), Ashford Forest, Sections Three (3), Four (4), and Five (5), and Ashford Forest, Lake Section, as set forth in this instrument.
- d. “**Subdivision**” means Ashford South, Sections One (1), Two (2), and Three (3), Ashford Forest, Sections Three (3), Four (4), and Five (5), and Ashford Forest, Lake Section.

1. **Buildings and Use.** No building or other improvement may be erected, altered, placed or permitted to remain on a lot in Ashford Forest, Lake Section, other than one (1) detached single-family residential dwelling not to exceed three (3) stories in height, a private garage for not more than four (4) vehicles, quarters for a domestic worker, one (1) permitted accessory building, and one (1) permitted play structure, all of which are subject to the prior written approval of the Architectural Control Committee.

No building or other improvement may be erected, altered, placed or permitted to remain on a lot in Ashford South, Sections One (1), Two (2), and Three (3), and Ashford Forest, Sections Three (3), Four (4), and Five (5), other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height, a private garage for not more than three (3) vehicles, quarters for a domestic worker, one (1) permitted accessory building, and one (1) permitted play structure, all of which are subject to the prior written approval of the Architectural Control Committee.

No garage on a lot in the Subdivision may exceed the height of the residential dwelling on the lot. No accessory building or play structure on a lot in the Subdivision may exceed a height of twelve (12) feet, measured from the ground to the highest point of the accessory building or play structure.

Each lot and the residential dwelling and other improvements on the lot must be used for single family residential purposes only. As used herein, the term “**single family residential purposes**” is deemed to specifically prohibit, without limitation, the use of a lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the lot and the residential dwelling and other improvements on the lot for residential purposes. As used herein, the term “**unobtrusive**” means, without limitation, that there is no business, professional or commercial related sign, logo or symbol that is larger than three (3) square feet and if less than three (3) square feet, there is no type of lighting or illumination on or in the sign, logo or symbol displayed on the lot; there is no business, professional, or commercial related sign, logo or symbol that is larger than three (3) square feet displayed on a vehicle on the lot; there are no clients, customers, employees or the like who go to the lot for any business, professional, or commercial related purpose on a regular basis; and the conduct of the business, professional, or commercial

activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

The residential dwelling on a lot may be leased but only in its entirety and only for single family residential purposes, as provided in this paragraph. No room or rooms in a residential dwelling may be leased to a person who is not a member of the family occupying the residential dwelling. No interior living space on the second level of a two (2) story garage may be leased to a person who is not a member of the family occupying the residential dwelling; provided that, a domestic worker, caregiver or nanny who is engaged by the family occupying the residential dwelling on a lot to provide services to such family may occupy the living space on the second level of a two (2) story garage on that lot. No owner is permitted to lease the owner's lot or the residential dwelling on the lot for a term less than six (6) months. Each lease must provide that the lessee is bound by and subject to all the obligations under the Restrictions and a failure to comply with the provisions of the Restrictions is a default under the lease. The owner making such lease is not relieved from any obligation to comply with the provisions of the Restrictions.

No residential dwelling may be occupied by more than one family. For purposes of this paragraph, the term "**family**" is limited to (i) a person living alone, (ii) two (2) or more persons related by blood, marriage or adoption, including their children, or (iii) not more than two (2) unrelated persons and their children. Unless otherwise approved in writing by the Board of Directors, not more than two (2) full-time, live-in domestic workers, "**nannies**" or the like are entitled to reside on a lot; for purposes of this Section 1, the two (2) permitted domestic workers, nannies or the like are considered immediate members of the family occupying the lot.

2. **Architectural Control.** No building or improvement of any kind may be constructed or placed on a lot in the Subdivision, and no exterior alteration, addition or modification to an existing building or improvement on a lot in the Subdivision may be made, until construction plans and specifications have been submitted to and approved in writing by the Architectural Control Committee as to location, quality of materials, harmony or compatibility of design with existing structures, and compliance with these Restrictions. In the event the Architectural Control Committee fails to approve or disapprove plans and specifications for a proposed building or improvement or a proposed alteration, addition or modification to an existing building or improvement within thirty (30) days of the date of actual receipt of complete plans and specifications, such plans will be deemed to be approved by the Architectural Control Committee; provided that, despite deemed approval, an owner is not permitted to construct, alter, add to, or modify a building or improvement on a lot in a manner that violates any provision in these Restrictions, the Architectural Control Committee having at all times the authority to object to and require compliance with the express provisions of these Restrictions. If the Architectural Control Committee requests additional information from an applicant prior to formally approving or disapproving the plans and specifications submitted by that applicant, the request for additional information will be deemed to be a disapproval of the submitted plans and specifications, whether or not so stated in the request, and the thirty (30) day period to approve or disapprove the plans and specifications will not commence until the date of actual receipt by the Architectural Control Committee of the requested information.

The Architectural Control Committee will be comprised of not less than three (3) persons appointed by the Board of Directors of the Association, each of whom must be the owner of a lot in the Subdivision; provided that, the Board of Directors of the Association has the authority to assume the duties of, and act as, the Architectural Control Committee. Unless the Board of

Directors acts as the Architectural Control Committee, an owner has the right to appeal an adverse decision of the Architectural Control Committee to the Board of Directors. The Board of Directors has the authority to adopt procedures for the appeal of a decision of the Architectural Control Committee. In the event of an appeal, the decision of the Architectural Control Committee will remain in effect during the pendency of the appeal. The failure of the Board of Directors to act upon an appeal within forty-five (45) days will result in deemed approval of the appeal; provided that, despite deemed approval, an owner is not permitted to construct, alter, add to, or modify a building or improvement on a lot in a manner that violates any provision in these Restrictions, the Association having at all times the authority to object to and require compliance with the express provisions of these Restrictions.

3. **Living Area and Exterior Finish.** The minimum allowable area of interior living space in a residential dwelling is as follows:

<u>Section</u>	<u>Minimum Living Area</u>
Lots in Ashford South, Sections One (1), Two (2), and Three (3)	<ul style="list-style-type: none"> <li>• 1,600 square feet for a one (1) story residential dwelling</li> <li>• 2,000 square feet for a two (2) story residential dwelling</li> </ul>
Lots in Ashford Forest, Sections Three (3), Four (4) and Five (5)	<ul style="list-style-type: none"> <li>• 1,800 square feet for a one (1) story residential dwelling</li> <li>• 2,200 square feet for a two (2) story residential dwelling</li> </ul>
Lots in Ashford Forest, Lake Section	<ul style="list-style-type: none"> <li>• 2,000 square feet for a one (1) story residential dwelling</li> <li>• 1,600 square feet for the ground floor of a residential dwelling that exceeds one (1) story</li> </ul>

For purposes of these Restrictions, interior living space does not include steps, porches, exterior balconies, garages, quarters for a domestic worker, and a permitted accessory building.

The exterior of the front of the residential dwelling on each lot in the Subdivision, excluding doors, shutters, trim work, eaves and dormers, and the exterior of the first floor of each side of the residential dwelling on each lot in the Subdivision, excluding doors, shutters, trim work, eaves and dormers, must be comprised of at least fifty-one percent (51%) masonry, which for purposes of these Restrictions means brick, stone or stucco. Hardi-plank and any substantially similar material are not deemed to be masonry materials for the purpose of the fifty-one percent (51%) masonry requirement but may, with the Architectural Control Committee’s written approval, be used on portions of the exterior of the residential dwelling not required to be brick, stone or stucco.

4. **Location of Improvements.** No building or structure may be located on a lot in the Subdivision nearer to the front property line than the front building setback shown on the applicable plat or, in the case of a corner lot, nearer to the side property line adjacent to the side street than the side building setback shown on the applicable plat or, if no side setback is shown on

the applicable plat, ten (10) feet. No building or structure may be located on a lot in the Subdivision nearer to an interior side property line than five (5) feet or nearer to the rear property line than ten (10) feet. Provided that, a garage or permitted accessory building that is located a distance of at least seventy-five (75) feet from the front property line of the lot may be located no nearer to an interior side property line than three (3) feet.

With respect to lots in Ashford Forest, Section Three (3), and Ashford Forest, Lake Section, no garage located on a lot nearer to the front property line of the lot than sixty (60) feet may face or open at less than a ninety degree (90°) angle to the front property line.

No pier, bulkhead or similar improvement may extend more than four (4) feet beyond the lakeside property lines of Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), Ashford Forest, Lake Section. No improvement other than a bulkhead or pier may be erected within twenty-five (25) feet of the lakeside property lines of Lots Three (3) through Fifteen (15), inclusive, and Lots Seventeen (17) through Twenty-Five (25), inclusive, Block Two (2), Ashford Forest, Lake Section. No improvement other than a bulkhead or pier may be erected within ten (10) feet of the lakeside property line of Lot Sixteen (16), Block Two (2), Ashford Forest, Lake Section.

5. **Consolidation and Subdivision of Lots; Adjacent Lots.** Notwithstanding any provision in these Restrictions to the contrary, the owner of two (2) adjacent lots may consolidate such lots into one (1) building site, with the privilege of constructing a residential dwelling on the resulting site, in which event setback lines will be measured from the resulting side property lines. Provided that, the owner of the lots to be consolidated must comply with any replatting requirements imposed by any governmental entity having jurisdiction. A consolidated building site must have frontage at the building setback line that is equal to or greater than the minimum frontage of lots in the same block. Upon consolidation of two (2) adjacent lots, the consolidated building site will be considered a single lot for the purposes of voting rights and assessments. The consolidation of more than two (2) adjacent lots, as originally platted, is prohibited. Further, only adjacent lots which face the same street may be consolidated. The use of an "Adjacent Lot", as addressed below, does not constitute the consolidation of lots; only the joinder of two (2) lots for the purpose of creating a single building site for a residential dwelling to be constructed thereon constitutes a consolidation of lots.

No lot as shown on the original plat may be further subdivided and no portion less than the entirety of a lot as shown on the original plat may be conveyed by an owner to another party., except as provided by unanimous approval by the Board.

Section 209.015 of the Texas Property Code allows an "Adjacent Lot", as defined therein, to be used for a residential purpose notwithstanding a provision in a dedicatory instrument that would otherwise prohibit such a use of an Adjacent Lot. However, Section 209.015 of the Texas Property Code further provides that an owner must obtain the approval of the Architectural Control Committee prior to placing or constructing an improvement on an Adjacent Lot. Accordingly, plans for improvements proposed to be erected or placed on an Adjacent Lot must be submitted to and approved by the Architectural Control Committee prior to erecting or placing such improvements on the Adjacent Lot. Reasonable restrictions relating to the size, location, shielding, and aesthetics of improvements proposed to be placed or constructed on an Adjacent Lot may be set forth in architectural guidelines. The lot next to the Adjacent Lot (the "Main Lot") must have a completed residential dwelling thereon, the two (2) lots must be owned by the same person



or entity, and the Adjacent Lot must be used by the owner of the Main Lot for a “**residential purpose**”, as defined in Section 209.015 of the Texas Property Code. If the Adjacent Lot and the Main Lot are not sold and conveyed together, the Adjacent Lot is then required to be restored to its original condition per Section 209.015 of the Texas Property Code. The Adjacent Lot and the Main Lot will continue to be separate lots for purposes of voting rights and assessments.

6. **Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plats and no building or structure may be constructed or placed on any easement. A utility company, its agents or employees, using an easement is not liable for any damage to shrubbery, trees, flowers or improvements of the owner of the lot subject to the easement. For each lot in the Subdivision for which underground electric service is available, the owner of the lot must, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company’s metering on customer’s structure to the point of attachment of such cable (such point of attachment to be designed by the electric company) to electric company’s installed transformers or energized secondary junction boxes. The electric company furnishing service will make the necessary electrical connections at said point of attachment and at the meter. In addition, the owner of each lot must, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of the electric company furnishing service to the residence constructed on such owner’s lot. For so long as underground service is maintained, the electric service to each lot will be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

7. **Vehicles.** No owner or occupant of a lot, including all persons who reside with such owner or occupant on the lot, may park, keep or store any vehicle on a lot which is visible from a street in the Subdivision other than a passenger vehicle or pick-up truck. For purposes hereof, the terms “**passenger vehicle**” and “**pick-up truck**” are limited to operable vehicles (a) which display a license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a vehicle license plate from the State of Texas and (b) which display a current registration sticker issued by the Texas Department of Motor Vehicles. The term “**passenger vehicle**” includes a sport utility vehicle used as a family vehicle (whether or not the sport utility vehicle displays a passenger or truck license plate). The term “**pick-up truck**” is further limited to a one (1) ton capacity pick-up truck which has not been adapted or modified for commercial use. No vehicle of any kind may be parked on an unpaved portion of a lot.

No inoperable vehicle may be parked, kept or stored on a lot if visible from a street in the Subdivision. For purposes of this paragraph, a vehicle is deemed to be inoperable if (a) it does not display all current and necessary licenses and permits, (b) it does not have fully inflated tires, (c) it is on a jack, blocks or the like, or (d) it is otherwise incapable of being legally operated on a public street or right-of-way. No vehicle covered with a tarp may be parked on the driveway of a lot.

No mobile home trailer, utility trailer, recreational vehicle, boat or the like may be parked, kept or stored on a street in the Subdivision or on any portion of a lot if visible from a street in the Subdivision. A mobile home trailer, utility trailer, recreational vehicle, boat or the like may be parked in the garage on a lot or in some other structure approved in writing by the Architectural Control Committee, but only if fully concealed from view from the street in front of the lot and, in the case of a corner lot, the side street.

No passenger vehicle, pick-up truck, mobile home trailer, utility trailer, recreational vehicle, boat or other vehicle of any kind may be constructed, reconstructed, or repaired on a lot if visible from a street in the Subdivision. No vehicle repair work that is performed in the garage on a lot may be offensive or an annoyance to surrounding residents of ordinary sensibilities by reason of noise, light or odor.

8. **Nuisances.** No lot or residential dwelling or other improvement on a lot may have any conspicuous infestation of pests, rodents, insects or other vermin or accumulation of trash, debris or other waste which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents or hazardous to the health or well-being of surrounding residents. No condition or activity is permitted on a lot which the Board of Directors, acting reasonably and in good faith, determines to be offensive to surrounding residents by reason of noise, odor, dust, fumes or the like. No nuisance is permitted to exist or operate on a lot. For purposes hereof, a nuisance is an activity or condition on a lot which is reasonably considered by the Board of Directors to be offensive or an annoyance to surrounding residents of ordinary sensibilities and/or which is reasonably determined to reduce the desirability of either the lot on which the activity or condition exists or an adjacent lot.

9. **Temporary Structures.** No building or structure of a temporary character (such as, by way of example and not in limitation, a trailer, tent or mobile home) and no permitted accessory building on a lot may be used as a residence or for residential purposes. A temporary storage compartment may be placed on a lot only with the prior written approval of the Architectural Control Committee and then only for the period time reasonably determined by the Architectural Control Committee to be necessary or appropriate.

10. **Oil Drilling and Development.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind is permitted on or in a lot, nor are any walls, tanks, tunnels, mineral excavations or shafts permitted on or in a lot. No derrick or other structures designed for use in boring for oil or natural gas may be erected, maintained or permitted upon a lot.

11. **Animals.** No animals or birds, other than a reasonable number of generally recognized house or yard pets, may be kept or maintained on a lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. Horses, cows, pigs (including Vietnamese pot-bellied pigs), hogs, chickens, poultry, and similar types of farm animals, whether as pets or for any other purpose, are prohibited on lots. Exotic animals are also prohibited on lots. Animals that have exhibited vicious behavior toward humans must be confined to the lot where the resident resides. No unleashed animal is permitted on a street in the Subdivision or on common area. Each pet must be kept either in the residential dwelling or other improvement on the lot or in a yard fully enclosed by a fence. An "invisible" fence that controls pets through underground electrical wiring is an acceptable form of maintaining a pet in the yard of a lot but only if, the invisible fence adequately confines the pet in the yard. No animal or bird is allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of an animal or bird may be maintained on a lot if visible from a street in the Subdivision without the prior written consent of the Architectural Control Committee. The Board has the authority to determine whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet or a nuisance, or whether the number of animals

or birds kept on a lot is reasonable, and its reasonable, good faith determination will be conclusive and binding on all parties.

12. **Fences and Walls.** No fence or wall in excess of three (3) feet may be erected or maintained nearer to the front lot line than the front wall of the residential dwelling on the lot that is farthest from the front property line. No side or rear fence or wall may exceed eight (8) feet in height. A fence constructed with wire or chain link that is visible from a street in the Subdivision is prohibited. A hedge that serves as a fence or wall, as reasonably determined by the Architectural Control Committee, must comply with the provisions of this Section as to height and location.

13. **Sight Lines.** No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) may be placed, planted or permitted to remain on corner lots.

14. **Clothes Drying.** The drying of clothes on a lot is prohibited if visible from any street in the Subdivision or from a park, greenbelt or recreational area adjacent to the lot.

15. **Lot Maintenance.** The owner or occupant of each lot in the Subdivision is required to at all times keep all weeds and grass thereon cut in a reasonably neat, sanitary and attractive manner, and keep all shrubs and trees neatly pruned and trimmed. No shrub or ivy on the exterior of a residential dwelling or garage is allowed to grow above or higher than the eave of the roof. In no event may a lot be used for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The owner or occupant of a lot may not permit the accumulation of garbage, trash or rubbish of any kind thereon. The owner or occupant of a lot may not burn trash, leaves or similar items on the lot. All yard equipment, woodpiles or storage piles must be kept screened from view from a neighboring lot, any street in the Subdivision, or any adjacent park, greenbelt or recreational area. In addition, the owners and occupants of Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), Ashford Forest, Lake Section, must maintain the shoreline of the lake in a neat and attractive condition and keep such lots free and clear of all objects that would detract from the natural beauty of the lake. In the event of a default on the part of the owner or occupant of any lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice from the Association, or longer period if required by law, the Association, its agents or contractors, may, without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cause the lot to be mowed, trimmed and otherwise maintained, remove or cause to be removed any garbage, trash or rubbish or do any other thing reasonably deemed to be necessary and appropriate to secure compliance with the Restrictions, so as to place said lot in a neat, attractive, and sanitary condition. The Association may charge the owner of the lot for the cost of such work. The owner of the lot agrees by the purchase of the lot to pay such statement immediately upon receipt thereof. Payment of such charges may be added to the annual maintenance charges on the lot and will be secured by the lien created for the benefit of the Association in paragraph 30 of the Restrictions.

16. **Signs.** No sign may be erected or maintained on a lot except:
- (i) Street signs and such other signs as may be required by law;
  - (ii) One (1) ground-mounted "for sale" or "for lease" sign not larger than six (6)

square feet, [i.e., two (2) feet by three (3) feet] and not extending more than four (4) feet above the ground;

- (iii) Ground mounted political signs as permitted by law; provided that, only one (1) sign for each candidate or ballot item may be displayed on a lot no earlier than the 90<sup>th</sup> day before the date of the election to which the sign relates or longer than the 10<sup>th</sup> day after the election date; and
- (iv) Home security signs, builder signs, and/or school spirit signs, subject to reasonable limitations as to size, design, location and the period during which such a sign may be displayed per guidelines adopted by the Architectural Control Committee.

Any type of permanent sign to be erected on a lot requires the prior written approval of the Architectural Control Committee. The Association has the authority to go onto a lot and remove a sign displayed on the lot in violation of this paragraph without liability in trespass or otherwise.

17. **Removal of Dirt and Trees.** The digging of dirt or the removal of dirt from a lot is expressly prohibited except as necessary in conjunction with landscaping or constructing an improvement on a lot. No tree may be cut or removed from a lot except as necessary for the construction of improvements approved in writing by the Architectural Control Committee or unless the tree is dead or unsightly. Approval must be obtained from the Architectural Control Committee prior to removal of a tree.

18. **Trash; Trash Containers.** No garbage or trash or garbage or trash container may be kept or maintained on a lot if visible from a street in the Subdivision or a neighboring lot at ground level except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. Garbage and trash made available for collection must be placed in tied trash bags or covered containers, or as otherwise provided in any trash disposal contract entered into by the Association.

19. **Air Conditioners.** No window, roof or wall type air conditioner that is visible from a street in the Subdivision may be used, placed or maintained on or in a residential dwelling. No window, roof or wall type air conditioner that is visible from a street in the Subdivision may be used, placed or maintained on or in a garage or other improvement.

20. **Antennas.** No exterior antenna, aerial, satellite dish, or other apparatus for receiving television, radio, satellite or other signals of any kind may be placed, allowed or maintained on a lot or residential dwelling if visible from a street in the Subdivision, common area or another lot unless it is not possible to receive an adequate signal from a location that is not visible from a street in the Subdivision, common area or another lot. In the event that an adequate signal may only be received from a location that is visible from a street in the Subdivision, common area or another lot, the visible location of the antenna must be approved in writing by the Architectural Control Committee prior to installation. The Architectural Control Committee may require an antenna to be screened in whatever manner is deemed appropriate so long as the screening does not substantially interfere with reception. No satellite dish antenna which is larger than one (1) meter in diameter is permitted under any circumstances. A mast for an antenna may not extend above the center ridge of the roofline of a residential dwelling unless otherwise permitted by the Act (as defined below). Provided that, in no event may a mast for an antenna that exceeds the height of twelve (12) feet above the

center ridge of the roofline of a residential dwelling be installed without the prior written approval of the Architectural Control Committee; an antenna may be prohibited if the antenna cannot be safely installed on a mast that extends more than twelve (12) feet above the center ridge of the roofline of the residential dwelling. No exterior antenna, aerial, satellite dish, or other apparatus which transmits television, radio, satellite or other signals of any kind is permitted on a lot or residential dwelling. The provisions of this paragraph are intended to be consistent with the Telecommunications Act of 1996 (the "Act") and FCC regulations promulgated under the Act, as same currently exist or may hereafter be amended; the provisions of this paragraph are to be construed to be as restrictive as possible without violating the provisions of the Act or applicable FCC regulations.

21. **Exterior Lighting and Security Cameras.** All exterior lighting on a lot must be approved in writing by the Architectural Control Committee as to type, location and illumination. No exterior lighting may be directed toward another lot or unreasonably illuminate beyond the boundaries of the lot on which the lighting fixture is situated, as determined by the Board of Directors of the Association. High intensity area lighting, such as mercury vapor or high-pressure sodium, is not permitted. The installation of a security camera or surveillance camera on the exterior of a residential dwelling or other improvement on a lot requires the prior written approval of the Architectural Control Committee. The viewing area of a security or surveillance camera must be limited to the lot on which the security or surveillance camera is located; a viewing area that includes any portion of an Adjacent Lot (side or rear) is prohibited.

22. **Roofs.** Roofing materials must be architectural asphalt composition shingles, fiberglass composition shingles, slate, metal or tile with a life of twenty-five (25) years or better. The roofing material proposed to be used on a residential dwelling or other improvement on a lot must be approved in writing by the Architectural Control Committee as to type, quality, color and compatibility prior to construction.

23. **Window Treatments and Doors.** Reflective glass is not permitted on the exterior of a residential dwelling or other improvement on a lot. No foil or other reflective materials may be installed on or in a window or used for a sunscreen, blind, shade or other purpose except as approved in writing by the Architectural Control Committee. Security bars are not permitted on the exterior of windows or doors; provided that, if the front door of a residential dwelling is recessed, meaning there is a covered space between the front wall of the residential dwelling and the front door, a privacy gate at the front wall of the residential dwelling is permitted with the prior written approval of the Architectural Control Committee. A screen door on the front elevation of a residential dwelling is prohibited except as approved in writing by the Architectural Control Committee

24. **Landscaping.**

(1) No hedge or shrubbery planting may obstruct or interfere with traffic sight-lines for streets within the Subdivision. The determination of whether any such obstruction exists may be made by the Architectural Control Committee and its reasonable, good faith determination will be conclusive and binding on all parties.

(2) No reflectors, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free-standing bird houses or similar accessories may be placed or installed in the front or side yards

of a lot unless approved in writing by the Architectural Control Committee.

(3) No vegetable gardens or plants may be planted or maintained in the front or side yards of a lot or in the rear yard of a lot if visible from a street in the Subdivision unless approved by the Architectural Control Committee; provided that, no tomatoes, corn, or squash may be planted or maintained in the front or side yards of a lot if visible from a street in the Subdivision. Provided further that, any type of caging for vegetable gardens or plants is prohibited in the front or side yard of a lot.

(4) No owner may allow the grass or groundcover on the owner's lot to grow to a height in excess of six (6) inches, measured from the surface of the ground.

(5) Landscaping in the front yard of a lot must have reasonable spacing and proportion. The front yard of a lot is not permitted to be entirely or substantially comprised of a landscape bed; there must be a reasonable balance of grass or groundcover and landscape beds. A reasonable number of potted plants are permitted on the front porch of a residential dwelling, on a front sidewalk or on the driveway, but only if the plants in the pots are regularly watered and otherwise maintained. The Architectural Control Committee has the authority to determine whether the number of potted plants on a front porch, sidewalk and/or driveway is reasonable.

(6) The installation of drought-resistant landscaping and water-conserving natural turf requires the prior written approval of the Architectural Control Committee. The proposed installation of drought-resistant landscaping and water-conserving natural turf will be reviewed by the Architectural Control Committee to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the Subdivision. Full green lawns (turf) are, as a general rule, required in the front yard space and the space along the side of the residential dwelling on a lot not enclosed by a fence. Concrete surfaces are limited to driveways and sidewalks. Drought-resistant landscaping and water-conserving natural turf are subject to the same requirements as other landscaping and must be maintained at all times to ensure an attractive appearance.

25. **Seasonal Decorations.** Seasonal or holiday decorations may be displayed on a lot or residential dwelling or other improvement on a lot only for a reasonable period of time before and after the holiday to which the holiday decorations relate, which in no event may exceed thirty (30) days before or after the holiday. In the event of any dispute, the reasonable, good faith decision of the Board of Directors concerning a reasonable period of time before and after a holiday will be conclusive and binding on all parties.

26. **Swimming Pools and Other Water Amenities.** No swimming pool, outdoor hot tub, reflecting pond, sauna, whirlpool, lap pool or other water amenity may be constructed, installed, and maintained on a lot without the prior written approval of Architectural Control Committee. No waterfall or similar type of water amenity or feature may extend more than eight (8) feet above grade on a lot. Permanent, above-ground swimming pools are not permitted. No fountain is permitted in the front yard of a lot without the prior written approval of the Architectural Control Committee.

27. **Driveways and Sidewalks.** A driveway or sidewalk which will be visible from a street in the Subdivision may not be constructed on a lot without the prior written approval of the Architectural Control Committee. All driveways and sidewalks on a lot which are visible from a street in the Subdivision must be constructed of concrete and paved with concrete, natural stone or unit masonry. Asphalt paving or white portland cement is prohibited. All driveways and sidewalks which are visible from a street in the Subdivision must be paved; chert, gravel and loose stone

driveways and sidewalks are prohibited. No driveway or sidewalk may be painted, stained or dyed without the prior written approval of the Architectural Control Committee. No driveway may have a width less than then (10) feet, provided that the width of the driveway may not be less than the width of the garage opening at the point where the driveway and garage meet. The expansion joints for a driveway must be spaced no greater than sixteen (16) feet apart. A sidewalk in the front portion of a lot may not be less than three (3) feet in width or greater than four (4) feet in width. All driveways and sidewalks on a lot must be properly maintained and repaired by the owner of the lot. The Board of Directors has the authority to determine whether a driveway or sidewalk on a lot is being properly maintained in accordance with the standards of the Subdivision and its reasonable, good faith determination will be conclusive and binding on all parties.

28. **Exterior Colors.** The color(s) of paint and color impregnation proposed to be used of the exterior of the residential dwelling or other improvement on a lot must be approved in writing by the Architectural Control Committee prior to application. The owner of a lot is required to submit to the Architectural Control Committee a request for approval of the proposed paint color(s), together with paint samples. The Architectural Control Committee has the authority to disapprove a proposed paint color if the color is not compatible with colors commonly used on the exteriors of residential dwellings and improvements in the Subdivision, or if two (2) or more colors proposed to be used on a residential dwelling or other improvement on a lot are not compatible with each other. The palette of exterior colors for each residential dwelling must be selected to complement, coordinate or harmonize with the colors of building materials which are used in their natural state, such as brick, stone, copper, etc. Paints or stains are limited to a maximum of three (3) complimentary colors per residential dwelling.

29. **Basketball Goals.** No pole-mounted or wall or roof mounted basketball goal may be installed on a lot without the prior written approval of the Architectural Control Committee. Upon reviewing an application for a pole-mounted or wall or roof mounted basketball goal, the Architectural Control Committee is expressly authorized to consider, in addition to all other factors, the location of the proposed basketball goal in relation to the residential dwelling on an adjacent lot and the potential impact on the owner or occupant of an adjacent lot with regard to noise. A portable basketball goal may not be located on a lot nearer to the front property line than the front wall of the residential dwelling on the lot, when not in use; the placement or use of a portable basketball goal in a street is prohibited.

30. **Annual Maintenance Charge and Special Assessments.** Each lot in the Subdivision is subject to an annual maintenance charge payable to the Association for the purposes of paying expenses incurred in lighting, improving and maintaining streets, park areas, recreational facilities, providing for garbage removal, and doing such other things reasonably determined by the Board of Directors of the Association to be necessary or desirable for the benefit of owners and occupants of lots in the Subdivision. The annual maintenance charge, together with late charges, collection costs, and reasonable attorney's fees actually incurred by the Association with respect to the collection of delinquent sums, is a charge and a continuing lien on each lot in the Subdivision, together with all improvements on each lot.

In addition, each lot in Ashford Forest, Lake Section, is subject to an annual maintenance charge payable to Ashford Lake Maintenance Association, Inc. for the purposes of dredging and furnishing water for the lake in Ashford Forest, Lake Section, purchasing, installing, operating, and maintaining the equipment and facilities used in connection therewith, maintaining the lake in a

sanitary condition and for such other purposes relating to the lake and the use and development thereof as Ashford Lake Maintenance Association, Inc. deems necessary or desirable. The maintenance charge imposed for these purposes will be determined annually by the Board of Directors of Ashford Lake Maintenance Association, Inc. based upon the anticipated cost to maintain and operate the lake and the equipment and facilities used in connection with the lake in the applicable year; provided that, the annual charge imposed by Ashford Lake Maintenance Association, Inc. on Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), Ashford Forest, Lake Section, will at all times be a rate that is twice the rate imposed on the remaining lots in Ashford Forest, Lake Section.

Payment of the charges imposed by the provisions of this paragraph constitute a continuing affirmative covenant both personal to the lot owner and a covenant running with the land. Any annual maintenance charge which is not paid within thirty (30) days of the due date is subject to a reasonable monthly late charge, the amount of which will be determined by the Board of Directors of the Association.

If the Board at any time determines that the annual maintenance charges assessed for any period are insufficient to provide for the continued operation of the Subdivision or any other purposes contemplated by the Restrictions, the Board has the authority to levy a special assessment as it deems necessary to provide for such continued maintenance and operation of the Subdivision, subject to the approval requirements set forth in this paragraph. No special assessment will be effective until the same is approved either (a) in writing by at least a majority of the members (without a meeting) or (b) by the vote of not less than two-thirds (2/3) of the members present and voting, in person or by proxy, at meeting of the members called for that purpose at which a quorum is present. A special assessment will be payable in the manner determined by the Board and the payment thereof is subject to interest, late charges, costs and attorney's fees, secured by the continuing lien established in this paragraph, and enforceable in the manner herein specified for the payment of the annual maintenance charges.

31. **The Lake in Ashford Forest, Lake Section.** Use of the lake in Ashford Forest, Lake Section is limited (a) to owners of lots in Ashford Forest, Lake Section, their spouses, children, and guests when accompanied by a lot owner, or the owner's spouse or children, and (b) for canoeing and sailing and swimming. The use of a boat powered by an internal combustion engine is hereby expressly prohibited. Under no circumstances may water be taken or removed from the lake and used for any private purpose. All persons permitted to use the lake must do so in a responsible manner, in compliance with all applicable regulations (subdivision, county, state or federal), and with the utmost consideration for their safety and the safety and convenience of others. Ashford Forest Lake Association, Inc. has the authority to promulgate and to change, as deemed necessary, rules and regulations governing the use of the lake, and the authority to suspend the right of an owner, the owner's spouse, children, and/or guests to use the lake if any such person uses the lake or its immediate environs in a manner that violates the lake use restrictions, any rules promulgated and published by Ashford Forest Lake Association, Inc., or any applicable law, rule or regulation.

Owners of Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), and their spouses, children and guests, have ingress to and egress from the lake from, but only from, their respective lots, it being expressly understood that no such lot owner, or his spouse, children or guests, have rights of ingress to or egress from the lake from, through or across any other lot without the express consent of such other lot owner. Owners of lots in Ashford Forest Lake Section other



than Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), and their spouses, children and guests, have ingress to and egress from the lake from, but only from, Reserve "B" and Reserve "E" and the easement running ten feet (10') on either side of the center line representing the common boundary line between Lot Twenty-Five (25) and Lot Twenty Six (26), Block Two (2), connecting Reserve "E" to Honeywood Trail (as reflected on the recorded plat), it being understood that such other lot owners do not have any right of ingress to or egress from the lake from, through or across any portion of Lots Three (3) through Twenty-Five (25), inclusive, Block Two (2), without the express consent of the owner of any such lot.

Ashford Lake Maintenance Association, Inc. has the right to erect, maintain, alter, or change bulkheads and other similar, accessory or incidental structures along the edge of the lake and an easement of ingress and egress over each lot abutting such lake as may be necessary or reasonably appropriate to accomplish the foregoing.

32. **Administrative Fees/Resale Certificates.** The Board of Directors of the Association may establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a lot in the Subdivision and changing the ownership records of the Association ("**Administrative Fee**"). An Administrative Fee is payable to the Association or the managing agent of the Association, if agreed to by the Association, upon each transfer of title to a lot. The Administrative Fee must be paid by the purchaser of the lot, unless otherwise agreed by the seller and purchaser of the lot. The Association also has the authority to establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a lot. The fee for a Resale Certificate is payable to the Association or the managing agent of the Association, if agreed to by the Association. The fee for a Resale Certificate is in addition to, not in lieu of, the Administrative Fee.

33. **Rebuilding.** In the event of a fire or other casualty causing damage or destruction to the residential dwelling or other improvement on a lot, the owner of such damaged or destroyed residential dwelling or improvement must, within ninety (90) days after such fire or casualty (or such longer period if agreed to in writing by the Board of Directors), contract to repair or reconstruct the damaged portion of residential dwelling or improvement and cause the residential dwelling or improvement to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved in writing by the Architectural Control Committee, and promptly commence repairing or reconstructing such residential dwelling or improvement, to the end that the residential dwelling or improvement does not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed residential dwelling or improvement must be razed and the lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction (or such longer period if agreed to in writing by the Board of Directors). In the event that the repair and reconstruction of the residential dwelling or improvement has not been commenced within ninety (90) days after such fire or casualty (or such longer period if agreed to in writing by the Board of Directors), and the damaged or destroyed residential dwelling or improvement has not been razed and the lot restored to its original condition, the Association and/or any contractor engaged by the Association, upon thirty (30) days written notice to the owner at the owner's last known mailing address according to the records of the Association, has the authority but not the obligation to enter upon the lot, raze the residential dwelling or improvement and restore the lot as nearly as possible to its

original condition. Any costs incurred by the Association to raze the residential dwelling or improvement and to restore the lot to its original condition, will be charged to the owner's assessment account, secured by the lien created in paragraph 30 of these Restrictions, and collected in the manner provided in paragraph 30 of these Restrictions.

34. **Nonconforming Uses and Improvements.** A lot or improvement on a lot, or the use of a lot, which is in violation of these Restrictions as of the date these Restrictions are filed of record in the Official Public Records of Real Property of Harris County, Texas is a nonconforming condition or use (hereinafter referred to as a “**Nonconformity**”). Each Nonconformity that is in compliance with the restrictions for Ashford South, Sections One (1), Two (2), and Three (3), Ashford Forest, Sections Three (3), Four (4), and Five (5), and Ashford Forest, Lake Section, as applicable, in effect prior to the date these Restrictions are recorded is grandfathered and may continue to exist and be maintained on the lot. Provided that, if a Nonconformity is removed or discontinued, the Nonconformity is no longer grandfathered and may not be replaced or resumed if in violation of these Restrictions. The owner of the lot upon which a Nonconformity exists is required to demonstrate to the Board of Directors of the Association that the Nonconformity exists as of the date these Restrictions are recorded. The Board may, acting reasonably and in good faith, determine whether a Nonconformity existed as of the date these Restrictions were recorded and, if so, whether the Nonconformity ceased to exist at some point after these Restrictions were recorded.

35. **Duration; Amendment.** These Restrictions will remain in effect until January 1, 2030, after which time the Restrictions will be automatically extended for successive periods of ten (10) years each. The Restrictions may be amended by an instrument approved in writing by owners (as of the date of recording the amendment document) representing not less than a majority of the lots in the Subdivision. Each written approval must be dated but the signature of an owner approving the amendment need not be acknowledged; provided that, a certificate signed and acknowledged by an officer of the Association must be attached to the amendment document verifying that owners of the requisite number of lots in the Subdivision have approved the amendment and that such written approvals were obtained within the time period specified in this paragraph. In the event there are multiple owners of a lot, the approval may be reflected by the signature of a single co-owner. For an amendment document to be valid, the approvals of owners (as of the date of recording) of the requisite number of lots must be obtained within one (1) year of the date of the first written approval obtained. Further, no amendment will be effective until the amendment document, to which the certificate of an officer of the Association and the written approvals of the owners are attached, is recorded in the Official Public Records of Real Property of Harris County, Texas.

36. **Binding Effect.** The provisions of these Restrictions will run with the property and be binding upon and inure to the benefit of and be enforceable by the Association, each owner and occupant of a lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. Provided that, only the Association has the authority to enforce the provisions in paragraph 30 of these Restrictions relating to the payment of annual maintenance charges and special assessments.

37. **Severability.** In the event of the invalidity or partial invalidity or partial unenforceability of a provision in these Restrictions, the remainder of these Restrictions will remain in full force and effect.

38. **Interpretation.** The provisions of these Restrictions are to be liberally construed to give full effect to their intent and purposes.

EXECUTED on the dates set forth in the attached consent forms, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.