

**DECLARATION OF AMENDED AND RESTATED
COVENANTS, CONDITIONS AND RESTRICTIONS
for
COVINGTON WEST
A SUBDIVISION IN FORT BEND COUNTY, TEXAS
2026**

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**DECLARATION OF AMENDED AND RESTATED COVENANTS, CONDITIONS AND
RESTRICTIONS
for
COVINGTON WEST
A SUBDIVISION IN FORT BEND COUNTY, TEXAS**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, GREENWAY ASSOCIATES, a joint venture comprised of ATLAS REALTY COMPANY, a Texas Corporation and E.L. MOODY, (the "Declarants") were the owners of that certain real property known as:

- Lots 1 through 5, inclusive in Block 1;
- Lots 1 through 11, inclusive in Block 2;
- Lots 1 through 13, inclusive in Block 3;
- Lots 1 through 31, inclusive in Block 4;
- Lots 1 through 57, inclusive in Block 5;
- Lots 1 through 18, inclusive in Block 6;
- Lots 1 through 11, inclusive in Block 7;
- Lots 1 through 6, inclusive in Block 8;
- Lots 1 through 4, inclusive in Block 9;

All in Covington West, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 15, Page 11 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any ("Subdivision").

WHEREAS, that certain First Amendment to this Declaration of Covenants, Conditions, and Restrictions was executed and recorded on December 23, 2014, under Clerk's File No. 2014139486 in the Office of the County Clerk of Fort Bend County, Texas; ("Prior Restrictions"), and by which instrument the Declarants imposed on the Subdivision all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth.

WHEREAS, in Article VII, Section 7.1 of the Prior Restrictions provides that the Owners representing not less than fifty percent (50%) plus one (1) of the Lots in the Subdivision can change said Prior Restrictions and have approved the Second Amended and Restated Declarations set forth herein as evidenced by the signatures attached hereto and made a part of this amendment.

NOW, THEREFORE, for and in consideration of the premises, the Prior Restrictions are amended, changed, and restated as set forth below and the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions and charges, which easements, restrictions covenants, conditions and charges shall run with the Subdivision and be binding on all parties having or acquiring any right, title or interest, whether legal or equitable, in the Subdivision or any part thereof, and shall inure to the benefit of such parties.

Article I **Definitions**

As used in this Declaration, the terms set forth below shall have the following meaning:

Section 1.1 ACC – The Architectural Control Committee established and empowered in accordance with Article III of this Declaration.

Section 1.2 ACCESSORY BUILDINGS – Buildings or structures on the same Lot with a Residential Dwelling; the use of which is customarily secondary to the main use of the Residential Dwelling. Accessory Buildings include but are not limited to the following structures or uses: detached garages; detached summer/outdoor kitchens; gazebos; storage sheds; utility sheds; pool houses; and other permanent buildings with solid roofs.

Section 1.3 ARTICLES OF INCORPORATION - The Articles of Incorporation of the Covington West Homeowners Association.

Section 1.4 ASSOCIATION – Covington West Homeowners Association.

Section 1.5 BOARD - The Board of Directors of the Covington West Homeowners Association.

Section 1.6 BYLAWS – The Bylaws of the Covington West Homeowners Association.

Section 1.7 CITY – The City of Sugar Land, Texas.

Section 1.8 COMMON AREA – Any real property and improvements thereon owned or maintained by the Association for the common use and benefit of the Owners.

Section 1.9 DECLARATION – This “Declaration of Amended and Restated Covenants, Conditions and Restrictions for Covington West, A Subdivision in Fort Bend, Texas.”

Section 1.10 IMPROVEMENT – Any building (including Residential Dwellings and Accessory Buildings), structure, fixture, or fence, and any addition to or modification of an existing building structure, fixture or fence.

Section 1.11 LOT(S) – Each of the Lots shown on the Plat.

Section 1.12 MAINTENANCE FUND – Shall mean the funds created by the payment of assessments by the Owners of Lots as provided for in Article V of this Declaration.

Section 1.13 MEMBER(S) – All Lot Owners as provided in Article IV, Section 4.2.

Section 1.14 OWNER(S) – Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

Section 1.15 PLANS –The final construction plans and specifications (including a related site plan) of any Residential Dwelling or other Improvement of any kind to be erected, placed, constructed, maintained or altered on any Lot.

Section 1.16 PLAT – The plat for Covington West.

Section 1.17 PRIOR RESTRICTIONS – Those certain instruments first defined above as the “Prior Restrictions” filed and recorded on December 23, 2014 under Clerk's File No. 2014139486 in the Office of County Clerk of Fort Bend County, Texas.

Section 1.18 RESIDENTIAL DWELLING – The single-family residence and appurtenances constructed on a Lot.

Section 1.19 RULES AND REGULATIONS – Rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners.

Section 1.20 SUBDIVISION – All of Covington West, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 15, Page 11 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.

Section 1.21 Short Term Lease – Leasing a Lot or Residential Dwelling in Covington West for Transient or Hotel Purposes.

Section 1.22 Transient or Short Hotel Purposes – Leasing a Lot or Residential Dwelling in a manner or through a service that Chapter 361 or Chapter 352 of the Texas Tax Code applies to or who during the life of the lease does not

- a) receive or intend to receive their regular mail from the United States Postal Service at that Lot
- b) pay for or intend to pay for all or part of the utilities for that Lot in their name
- c) own the furniture or a significant portion of the furniture thereof on that Lot
- d) list or intend to list the street address for that lot on their Form 1040 US Individual Tax Return or other Internal Revenue Service Forms for the applicable year.

Section 1.23 Notices – Any notice sent to any member or Owner (barring extenuating circumstances) under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid or emailed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Article II
General Provisions Related to Use and Occupancy

Section 2.1 GENERAL

2.1.1 Grandfather Clause/Nonconformities. Any Lot, Improvement, or use of a Lot in violation of the Declaration as of the date this Declaration is filed of record in the Official Public Records of Real Property of Fort Bend County, Texas ("Effective Date") will be considered nonconforming ("Nonconformities"). Nonconformities that are in compliance with the Prior Restrictions on the effective date of the Declaration are grandfathered and may continue in legal existence. Nonconformities may be maintained, repaired or cosmetically remodeled. However, if the Nonconformity is physically destroyed or demolished, any new construction on the previously non-conforming Lot must be in compliance with all provisions of the Declaration and be approved by the ACC. Nonconformities lose their legal status and are no longer grandfathered at such times as the Nonconformity is physically destroyed or demolished, and thereafter, the Nonconformity must cease and may not resume. The Board in its sole discretion may determine whether Nonconformities ever existed or have ceased to exist.

Section 2.2 USE RESTRICTIONS

2.2.1 Single Family Residential Use. Each Owner shall use his or her Lot and the Residential Dwelling and other Improvements on the Lot for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, without limitation, the use of a Lot for a hospital, duplex apartment, a garage apartment or any other apartment or for any multi-family use. A garage or accessory building shall not be used as a residence.

The term "single family" as used in this Section shall be defined as (a) one (1) or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents and their caregivers, or (b) no more than two (2) unrelated persons living together as a single housekeeping unit and their children (including wards), their dependent brothers or sisters, their grandparents and their caregivers. No Lot may ever have more than two (2) live-in caregivers.

A. Prohibition of Business Use - No Lot may be used for any Home Occupation, business, professional or other commercial activity of any type, unless such Home Occupation business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling for residential purposes. As used herein, the terms "Home Occupation" and "unobtrusive" mean, without limitation, that there is

- 1) No business, professional, or commercial sign, logo or symbol displayed on the lot
- 2) there are no clients, customers, employees or the like who go to the Lot for any business, professional, or commercial related purposes on a regular basis
- 3) the conduct of the business, professional or commercial activities is not otherwise apparent by reason of noise, odor, vehicle or pedestrian traffic or an annoyance or nuisance to the neighborhood
- 4) it is conducted solely within the principal building of the residence, does not provide a separate entrance to conduct business, and is not conducted with a private garage whether attached or detached
- 5) there shall be no visible storage or display of occupational materials or products

- 6) no additional parking shall be provided for the Home Occupation so that it does not generate business-related parking or traffic congestion or otherwise place an undue burden on the abutting or adjoining neighbors
- 7) provided, however there can be no more than two (2) garage sales on any Lot within one (1) year.

B. Owner's Responsibilities - No Owner shall use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would (i) make it impossible to obtain any insurance required by this Declaration; (ii) constitute a public or private nuisance, which determination may be made by the Board on its sole discretion; (iii) constitute a violation of the provisions or any applicable law, or; (iv) unreasonably interfere with the use and occupancy of any Lot or Common Area by other Owners. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may become an annoyance or nuisance to the neighborhood.

C. Lease Requirements and Responsibilities - A Residential Dwelling may not be leased for Hotel or Transient Purposes as defined herein or for a term of less than one (1) year. No part of any Residential Dwelling nor any part of any Lot may be leased for less than the full Lot including the Residential Dwelling and all Improvements. Except for direct rental in immediate conjunction with and as part of the purchase or sale of a Lot, Short Term Leases and leases for Transient or Hotel Purposes are prohibited in the subdivision. Violations of this paragraph may be enforced by court-ordered injunction.

Every lessee shall be bound by and subject to all the obligations under this Declaration. The Owner making such lease shall not, however, be relieved from any obligation for him or his lessees to comply with the provisions of this Declaration. The Board may make additional Rules and Regulations regarding leasing of Lots.

As per the State of Texas Property Code Section 209.016, Owners must provide to the Association the lessee's contact information: name, phone number, email address of each person residing at the property under the lease, and the date and term of the lease.

2.2.2 VEHICLES.

For the purposes of this Declaration, the following definitions apply;

Occupant is defined as Owner, lessee, or occupant of a Lot, including all persons who reside with such Owner, lessee or occupant on the Lot.

Passenger vehicle is defined as and limited to:

(a) any vehicle which displays a passenger vehicle 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 passenger vehicle license plate from the State of Texas, or

(b) any passenger van or sport utility vehicle used as a family vehicle (whether the sport utility vehicle displays a passenger or truck vehicle license plate).

Pick-up truck is limited to a one ton capacity.

Commercial vehicle, as used in the Section, is defined as any vehicle displaying a company name, logo, signs or equipment such as ladder racks, tools, compressors, welding machines, or any other equipment used for commercial use.

Inoperable vehicle, as used in this Section, is defined as a vehicle that

- (a) does not display all current and necessary licenses and permits, or
- (b) does not have fully inflated tires, or
- (c) is on a jack, blocks, or the like, or
- (d) is otherwise incapable of being legally operated on a public street or right-of-way at that time.

Recreational vehicle as used in this section, is defined as boats, trailers, motor homes, mobile homes, campers, caravans, 5th wheel trailers, pop-up campers, all-terrain vehicles, toy-haulers and truck campers.

Occupants may not park Passenger vehicles and Pick-up trucks on the streets in excess of three (3) days (or any portion thereof) in any seven (7) day period of time. No vehicle of any kind shall be parked or stored on any sidewalk or grass portion, paved or unpaved of a Lot or Common Area other than a driveway or enclosed garage.

A Commercial vehicle that is a Passenger vehicle or Pick-up truck must be parked in the driveway of the Lot and not on any street. However, contractors that are performing work on an Improvement on the Lot may park in the street during performance of their work; otherwise, contractors may not park on the streets.

No Inoperable vehicle shall be parked, kept or stored on a Lot, driveway or street except in an enclosed garage. No recreational vehicle or camping trailer or any other type of vehicle may be used for living accommodation within the boundaries of Covington West subdivision.

No Passenger vehicle, Pick-up truck, mobile home trailer, utility trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed or reconstructed on a Lot except in an enclosed garage. However, normal maintenance (oil change, tire changes, repairs of brakes, etc.) is permitted as long as the work is completed within a twenty-four (24) hour period.

Recreational vehicles must adhere to the following:

- (a) Smaller vehicles (camper vans or conversion vans which do not exceed six-foot-six inches in height, eight foot in width and twenty-one feet in length) may be parked in the driveway of a Lot provided the vehicle is used for primary transportation and is driven on the public streets a minimum of once every seven days.
- (b) Other recreational vehicles not used for primary transportation shall not be parked, kept, or stored on any street, driveway, or grass portion, paved or unpaved, of a lot in the Subdivision other than in an enclosed garage.
- (c) However, to allow time for preparation and clean-up before and after use of the above vehicles away from the premises, the vehicle may be kept on the driveway up to three (3) days (or any portion of thereof) in any seven (7) day period of time.

2.2.3 NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to a Lot and no odors, health or sanitation problems shall be permitted to arise there from, so as to render the Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to another Lot or to its occupants. No nuisance shall be permitted to exist or operate upon the Lot. For the purpose of this provision, a "nuisance" shall be any activity or condition on a Lot which is reasonably considered to be an annoyance to surrounding residents of ordinary sensibilities and/or which might be thought to reduce the desirability of any Lot for residential use. The Board is authorized to determine whether any activity or condition on a Lot constitutes a nuisance or is offensive and its determination shall be conclusive and binding on all parties. No exterior speakers, horns, whistles, bells or other sound devices, except security devices (used exclusively for

security purposes) and patio speakers (which may be utilized only at such volume so as not to become a nuisance to the Owners or neighboring Lots) shall be located, used or placed on any Lot and then only if properly maintained and operated.

2.2.4 TRASH CONTAINERS. No garbage, recycling or trash container shall be maintained on a Lot so as to be visible from any street except to make the container available for collection after 6:00 p.m. of the day prior to pick up and not later than 6:00 p.m. the day of pickup, barring extenuating circumstances. Garbage, recycling and trash containers shall be kept clean and sanitary and will be made available for collection in accordance with the current trash/recycling and bulky/heavy trash systems as prescribed by the City or as otherwise provided by the Board.

2.2.5 CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes shall be erected or maintained on a Lot if visible from any street.

2.2.6 ANIMALS. No animals, birds or livestock other than a reasonable number of generally recognized house or yard pets, shall be maintained on a Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes (reasonably defined as not more than the number of animals allowed in compliance with the Sugar Land, Texas, Code of Ordinances, Chapter 3, Art. II, Div. 1, Sec. 3, as may be later amended which is at filing date four (4) animals over four (4) months of age). No poultry or fowl of any type, including by way of illustration, but not limited to chickens, turkeys, pigeons, geese or ducks, are allowed. No wild or exotic animal or breed of animal that is commonly recognized to be inherently aggressive or vicious toward other animals and/or humans is permitted in the Subdivision. Only animals under the leash control of their owners are permitted on any street or on the Common Area. Each dog 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 dogs through underground electrical wiring is not an acceptable form of maintaining a dog in the yard of a Lot. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance to the other Owners. The Board shall have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal or bird is a generally recognized house or yard pet, an exotic animal, an inherently aggressive or vicious animal, or a nuisance, or whether the number of animals or birds kept on any Lot is reasonable, and its determination shall be conclusive and binding on all parties.

2.2.7 DISEASES AND INSECTS. No owner shall permit anything or condition to exist on a Lot, which shall be or induce, breed or harbor infectious plant diseases or noxious insects, including, by way of illustration but not limited to, fire ants.

2.2.8 SIGNS. No signs whatsoever (including, but not limited to commercial, political and similar signs) shall be erected or maintained on a Lot if visible from any street in the Subdivision or any neighboring Lot except:

1. Street signs and such other signs as may be required by law;
2. During the time of construction or remodeling of any Residential Dwelling or other Improvement, one (1) job identification sign having a face area not larger than three (3) square feet.
3. A "for sale" sign not larger than four (4) square feet and not extending more than four (4) feet above the ground. Owners of corner Lot may place a sign on each street the Lot abuts.
4. Home security signs and/or sport/school spirit signs, but then only in strict accordance with any recorded architectural guidelines governing such signs; and

5. Political Signs are only permitted as temporary signs on private property for local, state, or federal election purposes and must conform to State Law (Texas Property Code 202.009/Election Code 259.002). When advertising a political candidate or ballot item for an election, the following criteria must be met:

- (a) Signs may only be displayed on a lot from ninety (90) days before an election through ten (10) days after an election to which the sign relates.
- (b) Signs made of any material must be ground mounted.
- (c) No more than one (1) sign is allowed per political candidate or ballot item.
- (d) Signs may not:
 - contain roofing material, siding, paving, materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; include the painting of architectural surfaces; threaten the public health or safety; be larger than (4) four feet by (6) six feet; violate a law; contain language, graphics, or any display that would be offensive to the ordinary person; or be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.

The Association may remove a sign displayed in violation of this section of the Declaration in accordance with the notice procedure set forth in Section 2.3.2 of this Declaration.

All signs must conform to City code and contain no language or graphics that would be offensive to the ordinary person.

2.2.9 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring or oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 2.3 DECORATION, MAINTENANCE, ALTERATION AND REPAIRS

2.3.1 DECORATION/ALTERATION. Subject to the provisions of Article III, each Owner shall have the right to modify, alter, repair, decorate, redecorate or improve the Residential Dwelling and other Improvements on such Owner's Lot, provided that all such action is performed with a minimum inconvenience to Owners and does not constitute a nuisance. Notwithstanding the foregoing, the ACC shall have the authority to require any Owner to remove or eliminate any object situated on such Owner's Lot that is visible from any street, if, in the ACC's and Board's judgment, such objects detract from the visual attractiveness of the Subdivision. On front lawns or on any portion of a Lot visible from any street, there shall be no decorative appurtenances placed such as sculptures, birdbaths, birdhouses, fountains, excessive or other decorative embellishments of any kind unless such items have been approved in writing by the ACC. Planters or flowerpots with dead or no plants will not be permitted in street view.

2.3.2 MAINTENANCE AND REPAIR. No Residential Dwelling or other improvement on a Lot shall be permitted to fall into disrepair (examples include, but are not limited to, the following: mildew; rotting wood; peeling paint; damaged gutters or screens; etc.), and each such Residential Dwelling or other Improvement on a Lot shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. The Board shall have the

exclusive authority to determine whether an Owner is maintaining his Lot and the Residential Dwelling and other Improvements on the Lot in a reasonable manner and in accordance with the standards of the Subdivision and the Board's determination shall be conclusive and binding on all parties.

In the event the Owner of a Lot fails to keep the exterior of the Residential Dwelling or other Improvement on the Lot in good condition and repair, and such failure continues after a courtesy mail or email, then the Board may, at its option,

- (a) Notify the Owner by certified mail. If such failure continues after thirty (30) days notice by certified mail, then the Board may without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot and repair or secure the Exterior of the Residential Dwelling or other Improvement on the lot and do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of the Lot for the cost of such work plus reasonable expenses and interest. The Owner agrees by the purchase of such Lot to pay such charge, attorney fee and any expenses on receipt thereof. Payment of such charges shall be secured by the lien described in Article V of this Declaration.
- (b) Notify the Owner of accruing a fine according to the procedures outlined in the "Covington West Fining Policy" until the violation is resolved to the satisfaction of the Board.

Section 2.4 TYPES OF CONSTRUCTION AND MATERIALS.

2.4.1 TYPES OF BUILDINGS. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than (i) one (1) detached, single family dwelling not to exceed the height limitations set forth in Article II, Section 2.5.2 together with an attached or detached private garage for not less two (2) vehicles or more than three (3) vehicles, and (ii) one (1) additional permitted Accessory Building (other than a detached garage), all of which are subject to approval by the ACC.

2.4.2 BUILDING MATERIAL STORAGE. Without the prior written consent of the ACC, no building or landscaping materials of any kind or character shall be placed or stored on any Lot more than thirty (30) days before the construction of a Residential Dwelling or other Improvement is commenced. All materials permitted to be placed on a Lot shall be placed within the property lines of the Lot. After the commencement of construction of any Residential Dwelling or Improvement on a Lot, the work thereon shall be prosecuted diligently, to the end that the Residential Dwelling or Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. On completion of construction, any unused material shall be promptly removed from the Lot.

2.4.3 TEMPORARY STRUCTURES. No building or structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home or recreational vehicle (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, shack, barn, or other building, other than the permanent Residential Dwelling, an attached or detached garage and one (1) Accessory Building approved by the ACC, shall be placed on a Lot, either temporarily or permanently. No residence, home, garage or other structure appurtenant thereto shall be moved onto a

Lot from another location. Portable dumpsters or storage containers may remain in a driveway up to thirty (30) days. Tents for special events are allowed but must be taken down within seven (7) days from the time they are placed in use.

2.4.4 GARAGES. Garages must be provided for all Residential Dwellings.

Porte cocheres, carports and similar structures are prohibited. No garage shall be placed or maintained on any easement. All garages shall be enclosed by metal or wood garage doors with a design that is harmonious in quality and color with the exterior of the Residential Dwelling. All garages must be operable, and no garage door may be removed and replaced with siding, brick or any other structural material.

2.4.5 DETACHED SUMMER/OUTDOOR KITCHEN STRUCTURES. Detached summer/outdoor kitchen structures are defined as a structure, open to the air on at least three (3) sides that is freestanding. The structure shall not exceed 250 square feet in area coverage, shall be not more than ten feet (10') in height to the highest point from ground level and shall not be visible from any street. It must be in harmony with the main Residential Dwelling in terms of material, construction, roofing and color. The structure must comply with all building set back lines, may not encroach in any utility easement and may not be over or connected to a driveway.

2.4.6 AIR CONDITIONERS. No window, roof or wall type air conditioner that is visible from any street shall be used, placed or maintained on or in any Residential Dwelling, garage or other Improvement.

2.4.7 ANTENNAS, SATELLITE DISHES AND MASTS. 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 Lot, which are visible from any street, Common Area, or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal is possible. The Board may require painting or screening of the receiving device, which painting or screening does not subsequently interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes that are larger than one (1) meter in diameter, (ii) broadcast antenna masts, that exceed the height of the center ridge of the roofline; or (iii) MMDS antenna masts that exceed the height of twelve (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed or maintained upon any Lot, that transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time. This section shall be interpreted to be as restrictive as possible, while not violating the Act. The Board may promulgate architectural guidelines, which further define, restrict or elaborate on the placement and screening of receiving devices and masts, provided such architectural guidelines are in compliance with the Telecommunications Act.

2.4.8 EXTERIOR FINISH. All brick, stonework, masonry material, Hardi-plank and mortar must be approved by the ACC as to type, size, color and application. No concrete, concrete block or cinder block shall be used as an exposed building surface. Any concrete, concrete block or cinder block utilized in the construction of a Residential Dwelling or Accessory Building or for retaining walls and foundations shall be finished in the same materials utilized for the remainder of the Residential Dwelling or Accessory Building. Metal flashing, valleys, vents and gutters installed on a Residential Dwelling or Accessory Building shall blend or be painted to blend with the color of the exterior materials to which they are adhered or attached.

The painting or staining of the Residential Dwelling's exterior brick surfaces is prohibited without the ACC's prior approval.

2.4.9 EXTERIOR LIGHTING. No exterior lighting shall be directed toward another Lot or significantly illuminate beyond the boundaries of the Lot on which the lighting fixture is situated.

2.4.10 MAILBOXES. All mailboxes shall be maintained in accordance with the standards of the U.S. Postal Service and specifically each shall be securely fastened to its structurally sound support, level, have a door that closes properly and be in a neat and good condition (e.g. without any rusting, rot, mildew or chipped paint).

2.4.11 ROOFING. The ACC shall have the right to establish specific requirements for the pitch of any roof and the type and color of roofing materials that may be utilized for any Residential Dwelling, Accessory Building or other Improvement. The roof and height on any Accessory Building on a Lot will be considered and approved by the ACC on a case-by-case basis. However, the height of Accessory Buildings may not generally exceed the height of ten feet (10'). In no event may any roof of an allowed Accessory Building ever exceed in height the roof of a standard single story Residential Dwelling as determined by the ACC at its discretion.

2.4.12 CHIMNEYS. The exterior of newly constructed chimneys shall be constructed of either brick, stone, masonry or other material approved in writing by the ACC. No cantilevered chimneys or chimneys with siding shall be permitted. All metal or other materials placed on top of or around a chimney shall blend or be painted to blend with the color of the roofing material or brick used for the Residential Dwelling. If a fireplace utilizes a metal spark arrestor or other metal venting apparatus at the top of the chimney, then a painted metal cowl or surround shall be installed atop the chimney.

2.4.13 WINDOW TREATMENTS AND DOORS. Reflective material, newspapers, sheets or other non-traditional window coverings shall not be permitted on the outside or visible on the inside of windows or doors of any Residential Dwelling or other Improvement on a Lot. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes except as approved in writing by the ACC. Window treatments must be maintained in good repair or working condition.

2.4.14 UTILITY METERS AND HVAC EQUIPMENT. All electrical, gas, telephone and cable television meters and apparatus boxes and all exterior heating, ventilating and air-conditioning compressor units and equipment shall be located, to the extent possible, at the side of the Residential Dwelling or Accessory building, out of view in a manner approved by the ACC.

2.4.15 PLAY STRUCTURES. A play structure on a Lot must be located within the rear yard of the Lot and in accordance with the applicable side and rear building setbacks. A freestanding play structure shall not be deemed to be an Accessory Building for purpose of Section 2.4.1 of this Declaration.

2.4.16 LANDSCAPING.

(1) The landscaping plan for any new construction shall be submitted to the ACC for approval pursuant to the provisions of Article III.

(2) The front and side yards of each Lot shall be turfed and maintained with grass. While rock or similar hardscape may be incorporated into the landscape, an extensive rock yard or similar type of hardscape must be approved by the ACC and conform Section 7 of the Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, Religious Items and Xeriscape Landscaping.

(3) No Owner shall allow the grass or weeds on his Lot to grow to a height in excess of six inches (6"), measured from the surface of the ground. No grass or weeds are allowed to grow over curbs, sidewalks or driveways. Grass clippings are to be removed from streets and sidewalks after the yard has been mowed. Flower beds shall be weeded and yards shall be kept in a good and neat condition.

(4) No fence, shrub, tree, hedge, planting, etc. which obstructs or interferes with pedestrian or vehicle operator sightlines of streets, roads, cross streets, driveways, vehicles, pedestrians or street signs are allowed on any Lot.

(5) Seasonal or holiday decorations shall be removed from each Lot, Residential Dwelling or Improvement within thirty days (30) after such holiday passes.

(6) Tree planting or landscape changes in the right-of-way of any Lot (the space between the curb and the sidewalk) must be approved by the ACC.

2.4.17 SWIMMING POOLS AND OTHER AMENITY STRUCTURES. No outdoor swimming pool, hot tub, pond, sauna, whirlpool, lap pool or other water amenity shall be constructed, installed or maintained on any Lot without prior written approval of ACC. The ACC shall have the right to adopt further Rules and Regulations governing construction of swimming pools, outdoor water features, and other amenities on Lots in the Subdivision. Swimming pools must comply with State/City of Sugar Land ordinances in regards to the presence of fencing, gates and health standards.

2.4.18 DRIVEWAYS AND SIDEWALKS. Curbside sidewalks are installed, repaired, and maintained by the City and problems should be reported to them. No driveways or front walks may be installed, removed, replaced or altered without the approval of the ACC. Driveways must be maintained by the Owner and shall be constructed of concrete in accordance with the rest of the Subdivision. Asphalt paving or white Portland cement is prohibited. Other materials (e.g. brick, pavers, etc.) may be used only if approved by the ACC. No driveway or sidewalk shall be painted or stained without the prior written approval of the ACC. Driveways shall not exceed twenty feet (20') in width except as required for garage access or as otherwise approved by the ACC. Any extension of a driveway must have prior written approval by the ACC. No driveway shall be extended into the interior of a Lot as to facilitate vehicle parking.

2.4.19 LOT MAINTENANCE. The Owner or occupant of a Lot shall at all times keep the weeds pulled and grass on the Lot cut and in a safe, sanitary, healthful and attractive manner and in accordance with Section 2.4.16. In no event shall an Owner or occupant store materials or equipment other than that needed for normal residential use or incidental to construction of Improvements, and shall not permit the accumulation of garbage, trash or rubbish of any kind thereon. Burning anything on the Lot (except for recreational/social uses such as grills or firepits in devices specifically designed for such) is prohibited. All dead, rotted, or dangerous trees shall be removed and stumps shall be cut to ground level. Stump grinding is recommended to keep the tree from re-establishing.

The Board shall have the exclusive authority to determine whether an Owner is maintaining his Lot in accordance with these restrictions, and the Board's determination shall be conclusive and binding on all parties. If the Owner or occupant of any Lot fails to maintain the Lot in a reasonable manner as required by this Section, and such failure continues after a courtesy mail or email, the Board may at its option,

(a) Notify the Owner by certified mail. If such failure continues after thirty (30) days notice by certified mail, then the Board may without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the Lot to be mowed, edged, weeded and cleaned, cause shrubs and trees to be trimmed or pruned, and do every other thing necessary to secure compliance with the provisions of this Declaration. The Board may charge the Owner of such Lot for the cost of such work, reasonable fees and interest. The Owner agrees to pay said charges on receipt of the corresponding statement. Payment of such charges may be secured by the lien

described in Article V of this Declaration.

(b) Notify the Owner of accruing a fine according to the "Covington West Fining Policy" until the violation is resolved to the satisfaction of the Board.

2.4.20 EXTERIOR COLORS. The purpose of this covenant is to maintain harmony of the exterior paint colors of Residential Dwellings, garages and Improvements throughout the Subdivision. Exterior color shall be in the general texture of both the overall community and natural setting of the Subdivision. The exterior paint color(s) should be similar to and compatible with colors commonly used on the exteriors of Residential Dwellings and Improvements in the Subdivision. Iridescent colors or tones considered to be brilliant are not permitted. The ACC has oversight responsibility should any question arise or complaint be filed.

2.4.21 BASKETBALL GOALS. Installation of a basketball goal (whether roof or pole mounted) must consider, in addition to all other considerations, the location, possible damage and noise level to the Owner or occupant of the neighboring Lot. No portable basketball goal may be placed in a street for any length of time.

2.4.22 EXTERIOR STORAGE Bicycles, scooters, mopeds, strollers, kayaks, portable basketball goals, soccer nets, barbeque grills or smokers and recreational equipment shall not be stored in the front of the Residential Dwelling or garage or on the driveway.

2.4.23 ACCESSORY BUILDINGS Accessory Building is defined as a detached enclosed structure with a foundation placed in the rear yard of residence for lawn or sports equipment storage or used as a hobby workshop. The structure shall not exceed 250 square feet in area coverage and shall be not more than ten feet (10') in height to the highest point from ground level and shall not be visible from any street. It must be in harmony with the main Residential Dwelling in terms of material, construction, roofing and color. The structure must comply with all building setback lines, may not encroach in any utility easement and may not be over or connected to a driveway.

Section 2.5 SIZE AND LOCATION OF BUILDINGS AND STRUCTURES.

2.5.1 MINIMUM ALLOWABLE AREA OF INTERIOR SPACE. The ground floor area of the Residential Dwelling, exclusive of open porches, steps and garage, shall not be less than 1,400 square feet for a one-story Residential Dwelling and not less than 900 square feet for a Residential Dwelling of two (2) stories. The total area of a two-story Residential Dwelling shall be not less than 1,600 square feet, exclusive of open porches, steps and garage. Each Lot will have a private garage for not less than two (2) vehicles or more than three (3) vehicles.

2.5.2 MAXIMUM ALLOWABLE HEIGHT OF BUILDINGS. No Residential Dwelling shall have more than reasonable height required for two (2) stories of living space above the finished grade. Notwithstanding the foregoing, no Residential Dwelling shall exceed the height allowed by the City. No Accessory Building or detached garage shall exceed the height of the Residential Dwelling on the Lot and the height of Accessory Buildings shall not exceed ten feet (10').

2.5.3 LOCATION OF IMPROVEMENTS – SETBACKS. No Residential Dwelling or other building structure shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than the minimum building setback lines shown on the Plat. No side yards at the front building setback line shall be less than five feet

(5'), except that a three foot (3') side yard shall be permissible for a garage or other permitted Accessory Building located sixty feet (60') or more from the front property line.

2.5.4 CONSOLIDATION AND REPLATTING OF ADJOINING LOTS.

Notwithstanding any provision in this Declaration to the contrary, any Owner of one (1) or more adjoining Lots or portions thereof may consolidate or replat such Lots into one (1) building site with the privilege of constructing a Residential Dwelling on the resulting site. In that event, setback lines shall be measured from the resulting side property lines rather than from the Lot lines indicated on the Plat. Provided, however, any such building site must have a frontage at the building setback line of not less than the minimum frontage of the smallest Lot on the original Plat of the Subdivision and be no smaller than the smallest Lot on the original Plat of the Subdivision.

Upon the consolidation or replatting of one (1) or more adjoining Lots, the resulting building site shall still be considered separate Lots for purposes of voting rights in the Association and calculating the charges and assessments set forth in Article V of this Declaration. By way of illustration, if two (2) Lots are consolidated or replatted into one (1) building site, the Owner(s) of the building site will be entitled to two (2) votes in the Association and be responsible for payment of two (2) assessments. Lots which have previously been consolidated prior to the date this Declaration is filed of record in the Official Public Records of Real Property of Fort Bend County, Texas will be bound by any prior agreement with the Association.

2.5.5 Demolition and Rebuilding In the event a residence is demolished and rebuilt the procedure will comply with all provisions of the "Demolition and Rebuilding Guidelines for Covington West Subdivision"

Section 2.6 WALLS AND FENCES.

2.6.1 FENCE 2.6.1 FENCE SIZE AND MATERIAL. No fence, gate or wall shall be constructed that exceeds six feet six inches (6'6"), or is less than six feet (6') in total height. Height variances may be given by the ACC on a case-by-case basis in locations adjoining parks or easements. All fences will be constructed of wooden slats unless there is prior written approval by ACC. Chain link or any other type wire mesh fence is expressly prohibited.

2.6.2 FENCE LOCATION. No fence, gate, wall, hedge or anything serving as a fence shall be constructed or permitted to remain on any Lot located nearer to the front property line than the front of the Residential Dwelling, nor nearer to any side street adjacent to a corner Lot than the minimum building setback line shown on the Plat.

2.6.3 FENCE OWNERSHIP AND MAINTENANCE. Ownership of any wall or fence erected on a Lot shall pass with title to such Lot, and it shall be the Lot Owner's responsibility to maintain such wall or fence. Fences shall be kept in good condition. No painting of fences shall be permitted, and any stain or treatment must have prior approval by the ACC.

Section 2.7 EASEMENTS

2.7.1 UNDERGROUND ELECTRICAL SERVICE. As provided in the Prior Restrictions and restated here, the Owner of each Lot in the Underground Residential Subdivision, will 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 at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the

property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, 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 such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 hz, alternating current.

2.7.2 DRAINAGE. Except as shown on the drainage plan for the Subdivision, if any, no Owner of a Lot shall be permitted to construct Improvements on such Lot or to grade such Lot or permit such Lot to remain in or be placed in such condition that rain water falling on such Lot drains to any other Lot. It is the intent of this provision to preserve natural drainage. An underground drainage system may be required for new construction by the ACC to assure proper drainage on the Lot.

2.7.3 COMMON AREA. The Common Area is reserved for the common use, benefit and enjoyment of the Owners subject to reasonable Rules and Regulations governing the use thereof as may be promulgated by the Board. An Owner's right to use the Common Area (as limited by any Rules and Regulations) is appurtenant to the title to a Lot. All Common Area shall be maintained by the Association.

2.7.4 RESERVATIONS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. These reservations and easements shall be considered as a part of and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the Lots in the Subdivision. Any utility company using the easements herein referred to shall not be liable for any damage done by them or their assigns, their agents, employees, to shrubbery, trees or flowers or other property of the Owners situated on the land covered by said easements.

2.7.5 DRAINAGE AND PIPELINE EASEMENTS As shown on the plat of Covington West, easements shall be kept free of shrubbery, trees or any other obstruction that impedes the drainage of adjoining lots or the mowing and maintenance of said easement. Right of use for ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use, maintenance, operation or installation of such utility.

Article III **Architectural Control Committee**

Section 3.1 ACC. The purpose of the ACC is to preserve the architectural and aesthetic appearance and natural setting of the Subdivision and maintain a harmonious design to preserve and promote the property values of all Lots in the Subdivision. The ACC shall be a committee consisting of three (3) members, all of whom shall be appointed by the Board. ACC members must be Owners and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. Neither the members of this committee nor any designated representatives shall be entitled to any compensation for services performed but may be reimbursed for related and necessary expenses.

Section 3.2 Approval for Improvements Required. No Residential Dwelling,
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Improvement or Accessory Structure that affects the exterior appearance of a Lot shall be commenced, erected, installed, replaced, relocated, remodeled, altered, or permitted to maintain on any Lot by an Owner unless plans, specifications and other documentation as needed, have been approved by the ACC. Without limiting the foregoing, new construction or landscaping of any residence dwelling, garage, accessory building, sidewalk, driveway, deck, patio, swimming pool, greenhouse, playhouse, Electric Vehicle Charging Station, awning, wall, fence, gate or any other outbuilding, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any residential dwelling or other improvement, unless the plans and specifications for the same have been submitted to and approved by the ACC.

The ACC is hereby authorized and empowered to approve, disapprove, or approve with conditions or stipulations, any Plan for new construction or improvements with which the Owner shall be obligated to comply and incorporate into the Plan. In the event the committee fails to approve (with or without stipulations) or disapprove such submission in writing within thirty days (30) after the plans, specifications and all additional documentation or information reasonably requested by the ACC have been received by the ACC, requirements of this Section will be considered met. The ACC, and its duly authorized representatives, shall have the right to inspect any Improvement on a Lot before, during and after completion.

No submission fee will apply to an approval request; however, the Board may establish or change, if deemed appropriate, a reasonable fee payable by the Owner sufficient to cover any ACC expenses of reviewing Plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors, other experts and/or attorneys retained in order to evaluate a submitted Plan. The Owner is responsible for the cost of all required documentation for submission.

An approval by the ACC will expire six (6) months from approval if construction is not commenced in that time. Plans denied by the ACC may be appealed to the Board by certified mail within thirty days (30) of receipt of the denial. The decision of the Board shall be conclusive and binding on all parties.

Section 3.3 Noncompliance. If the ACC finds that any Improvement on a Lot has been undertaken or constructed without obtaining ACC approval, other than in strict conformity with the ACC approved Plan, or not within the required time period after the date of approval, the ACC will notify the Owner by certified mail of the noncompliance, specify the reason for the noncompliance, and require the Owner to take the necessary action to remedy the noncompliance. If the Owner does not comply, the ACC will advise the Board of the compliance problem and recommend resolution options including applying the provisions of the Covington West Fining Policy or legal action.

Should the Board decide to take legal action with respect to this noncompliance, the Owner shall reimburse the Association upon demand for all attorney fees, related expenses incurred as well as interest. This assessment can be collected in same manner as provided in Article V and is secured by the lien described therein.

Section 3.4 No Implied Waiver or Estoppel. No action or failure to act by the ACC or by the Board shall constitute a waiver or estoppel with respect to future action by the ACC or Board. Specifically, the approval by the ACC or Board for an improvement on a Lot shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any other improvement on another Lot.

Section 3.5 Power to Grant Variances. The ACC may recommend to the Board that a variance be granted from compliance with any provision of Article II of this Declaration

(except for the provisions related to single family dwelling construction and use) for specific reasons. When the variance is signed by the Board's designated representative, the variance is granted and no violation of these Declarations shall be deemed to have occurred.

Section 3.6 Non-liability for ACC Action. None of the members of the ACC or the Board shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the ACC, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. The ACC, Board, officers, agents, or employees shall not be liable for any incidental or consequential damages for failure to inspect any Improvement or the suitability or adequacy of the surface and subsurface conditions for the construction of any contemplated Improvement.

Section 3.7 Design Guidelines. The ACC may from time to time promulgate design guidelines, which must be approved by the Board, for either new construction or improvement of Residential Dwellings. This usually occurs in response to changes mandated by the State of Texas. These design guidelines may include: specifications; fees; fines, and; additional restrictions related to the construction and approval process. Design guidelines may be referred to by different names, including but not limited to builder guidelines, architectural guidelines or minimum construction guidelines.

Once adopted and filed of record in the Official Public Records of Real Property of Fort Bend County, Texas such design guidelines will be of equal dignity with this Declaration and be enforceable in the same manner as this Declaration.

Article IV

MANAGEMENT & OPERATION OF THE ASSOCIATION

Section 4.1 Non-Profit Corporation. The Covington West Homeowners Association, a Texas non-profit corporation, has been organized, and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation.

Section 4.2 Membership and Voting Rights. Every Owner of a Lot subject to a maintenance charge assessment by the Association shall be a Member of the Association as provided in this Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

Section 4.3 Bylaws. The Association may make whatever rules or Bylaws it may choose to govern the organization provided however that same are not in conflict with the terms and provisions of this Declaration.

Section 4.4 Inspections of Records. The Members of the Association shall have the right to inspect the books and records of the Association in accordance with the Association's Open Records Policy.

Section 4.5 The Board of Directors

4.5.1 Responsibilities and Authority. The Board of Directors shall function as representatives of all the property Owners. The Board shall be authorized to (i) collect and expend the Maintenance Fund in the interest of the Subdivision as a whole, (ii) enforce, by appropriate proceedings, these covenants and restrictions, and (iii) enforce or release any lien imposed on any part of this Subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance fees, expenses, attorney fees, court costs, or interest herein provided for.

4.5.2 Board Qualification. Board members must be Owners in the Subdivision.

4.5.3 Dissolution Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or shall be granted, conveyed and assigned to any nonprofit organization, corporation, trust or other organization devoted to similar purposed. Dissolution of the Association must be approved in writing and signed by not less than three-quarters (3/4) of the Members of the Association.

ARTICLE V **MAINTENANCE FUND**

Section 5.1 Creation of Lien and Personal Obligation. All Lots in the Subdivision are hereby subjected to an annual Maintenance Charge and other assessments and charges set forth below ("Assessments"). Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association such Assessments. The Assessments and other charges set forth in the Declaration, together with late fees, (penalty), administrative fees, interest costs, court costs and reasonable attorney fees, shall be a charge on the Lot and shall be a continuing vendor's lien upon the property against which each such Assessment is made. The purchaser of a Lot has the sole responsibility for the notification of the Association of change of ownership data, payment of any assessments due or past due on the date of ownership transfer and any unpaid account transfer costs.

The maintenance fee is for the purpose of creating a fund to be known as the "Maintenance Fund." The Maintenance Fee is to be paid by the Owners of each and all of the Lots in said Subdivision as hereinafter provided. To secure the payment of said Maintenance fee, together with late fees, interest costs, and reasonable attorney fees, the Prior Restrictions reserved and retained in each deed (whether specifically stated therein or not) a Vendor's Lien for the benefit of the Association, which Vendor's Lien is continued and restated herein as amended. The Vendor's Lien is and shall hereafter be, subordinate to the lien or liens of any bona fide lender who hereafter lends monies for the purchase of any lot in said Subdivision, and/or for the construction and/or permanent financing of any Improvements on any such Lot.

Section 5.2 Purpose of Assessment. The Assessments levied by the Board shall be deposited in the Maintenance Fund. The funds may be expended solely or in conjunction with the City of Sugar Land or other entities by the Board for any purpose, which in its judgment, will be most effective in maintaining the property values in the Subdivision. This may include, but not by way of limitation, the lighting, collecting and disposing of garbage or other refuse, employing policemen and/or security guards, caring for vacant lots, shared

easements and trees thereon, fogging or spraying for control of mosquitoes and other insects, constructing and maintaining recreational facilities, and in doing any other thing necessary or desirable which in the opinion of the Board, will protect property values, keep the property neat and presentable, keep the Association financially sound or for any other purpose which the Board considers will benefit the Owners or occupants of property in the Subdivision.

Section 5.3 Basis and Maximum Level. In consideration of current maintenance expenses and future needs, the annual maintenance fee as determined and levied by the Board shall be paid to the Association in advance of December 31st of the current year. Payments made by January 31st of the following year shall incur no penalty.

The Owner of each Lot shall owe an amount determined by the Board, which may be increased by no more than 10% each year up to a maximum of \$100. If the forecasted expenses necessitate an increase of more than 10% per year or more than a maximum of \$100 per year, the amount must be approved by a majority vote of the Owners (per Lot) who are voting in person or by proxy at an annual or special meeting duly called for that purpose. Written notice of the amount to which the Board has set for the maintenance fee shall be sent to every Owner whose Lot is subject to the payment.

Section 5.4 Effect of Nonpayment of Assessments.

The outstanding balance of any Assessments not paid by January 31st each year shall incur a one time \$10 late fee plus an administrative fee of \$5.00 per month. The late fee and monthly administration fee shall be added to the assessment account of any Owner whose account is not fully paid on the first day of each month. If the account is not fully paid and is delinquent by January 31st on any subsequent year, an additional \$10 late fee will be added to the account.

The Board may bring an action at law against the Owner(s) personally obligated to pay the Assessment, late charges and fees against the Lot at any time after the Owner has failed to pay the Assessment and all accumulated late charges and fees in full. Reasonable attorney fees, court fees, and other expenses shall be added to the amount due for any such action at law or lien against the property for non-payment. No Owner may waive or otherwise escape liability for the Assessment and above charges provided herein by abandonment of his Lot. Any lien of the Assessments shall be subordinate to the lien of any lender of funds for the purchase or improvement of the Lot.

ARTICLE VI
Indemnity, Security

Section 6.1 Security. The Board, its trustees, officers, managers, committees, employees, agents, and attorneys ("Board and Related Parties") shall not in any way be considered an insurer or guarantor of security within the Subdivision. The Board and Related Parties shall not be liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures taken.

ARTICLE VII
General Provisions

Section 7.1 Amendment. The provisions of this Declaration may be amended at any time by an instrument in writing signed by all members of the Board of Directors certifying that: (i) the Board has reviewed and approves of the amendment (which is a condition precedent), and (ii) the Owners representing not less than fifty percent (50%) plus one (1) of the Lots in the Subdivision have approved such amendment, in writing, setting forth the amendments, and duly recorded in the Official Public Records of Real Property of Fort Bend

County, Texas. One (1) vote may be cast for each Lot in accordance with Section 4.2 of this Declaration. Any legal challenge to the validity of an amendment to this Declaration must be initiated by filing a suit not later than one (1) year after the date the amendment document is recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

Section 7.2 Duration. The provisions of this Declaration shall remain in full force and effect until (date of new filing here), and shall extend automatically for successive ten (10) year periods unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then Owners of the Lots.

Section 7.3 Annexation. Additional land may be annexed and subjected to the provisions of this Declaration with the consent of the Board. The annexation of additional land shall be effective upon filing of record an annexation instrument in the Official Public Records of Real Property of Fort Bend County, Texas.

Section 7.4 Merger. Upon the merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer covenants and restrictions applicable to the properties of the merging or consolidating associations as one (1) entity. No such merger or consolidation shall effect any revocation, change or addition to the provisions of this Declaration.

Section 7.5 Severability. Invalidation or unenforceability of any one (or portion of one) of these covenants by judgment or other court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

Section 7.6 Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 7.7 Articles and Sections. Article and section headings in this Declaration are for convenience of reference and shall not affect the construction or interpretation of this Declaration. Unless the context otherwise requires, references herein to Articles and Sections are to Articles and Sections of this Declaration.

Section 7.8 Delay in Enforcement. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any time.

Section 7.9 Limitation of Liability. Notwithstanding anything provided herein to the contrary, neither the ACC, the Board, nor any agent, employee, representative, officer or director thereof, shall have any liability of any nature whatsoever for any damage, loss, or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed or approved in accordance with the provisions of Article III above, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by an Owner for approval pursuant to the provisions of Article III, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any Owner, occupant or the respective family members, guests, employees, agents,

invitees or licensees of any such Owner or occupant, or the damage to any Residential Dwelling, Improvements or the personal property of any Owner, occupant or the respective family members, guests, employees, agents, invitees or licensees of such Owner or occupant, which may be caused by, or arise as a result of, any defect, structure or otherwise, in any Residential Dwelling or Improvements or the plans and specifications thereof or any past, present or future soil and/or subsurface conditions, known or unknown, and (f) any other loss, claim, damage, liability or expense, including court costs and attorney's fees suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot, Residential Dwelling, or any other Improvements situated thereon.

Section 7.10 Enforceability. The provisions of the Declaration shall run with the Lots and shall be binding upon and inure to the benefit of and be enforceable by the Board, each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, successors and assigns. If notice and an opportunity to be heard are given, the Board shall be entitled to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it related to violations of the provisions of this Declaration, including fines. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

Section 7.11 Remedies. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of this Declaration, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

IN WITNESS WHEREOF, a majority of the Owners of Lots in the Subdivision approve this Amended and Restated Declaration as evidenced by their Consents attached hereto and incorporated herein as Exhibit "A".

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