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DECLARATION OF  
RESTRICTIVE COVENANTS FOR THE  
NEWPORT SEC 9

162

STATE OF TEXAS §

COUNTY OF HARRIS §

This Declaration of the Restrictive Covenants for the Newport Section 9 Subdivision (the "Deed Restrictions") is adopted by Rochester Enterprises, LLC, a Texas limited liability company (the "Declarant"), on the date set forth below to be effective upon recordation with the County Clerk of Harris County, Texas.

I.

Recitals

WHEREAS, Declarant, by virtue that certain deed recorded under Harris County Clerk's File No. 20150440314, acquired all that certain 15.3958 acre tract of land;

WHEREAS, the Deed Restrictions are filed for the purpose of establishing a uniform plan of development for the Newport Section 9 Subdivision (the "Subdivision") a subdivision in Harris County, Texas, containing eighty-three (83) lots ("Lots") according to the plat thereof recorded under Film Code No. 2017-155641 of the Map Records of Harris County, Texas.

NOW, THEREFORE, the Deed Restriction are hereby imposed on the Lots in the Subdivision.

II.

Basic Information

The following basic information applies to the Deed Restrictions:

Declarant:	Rochester Enterprises, LLC. a Texas limited liability company
Declarant's Address:	3311 Lake Ridge Bend, Spring Texas, 77380
Association:	The New Property Owner's Association of Newport, Inc., a Texas non-profit corporation.
Association's Address:	2102 Country Club Dr., Crosby, Texas 77532

Property: Block 1 Lots 1-34, Block 2 Lots 1-17, Block 3 Lots 1-15, Block 4  
Lots 1-17, of Newport Section 9, a subdivision in Harris County.

### **III.**

#### **Definitions**

"ACC" means the Architectural Control Committee established in these Deed Restrictions.

"Assessment" means any amount due to the Association by an Owner or levied against an Owner by the Association under these Deed Restrictions.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. The Declarant may convey all or a portion of the Common Area to the Association at any time.

"Covenants" means the covenants, conditions and restriction contained in these Deed Restrictions.

"Declarant" means Newport Seven Land Company, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by the Declarant and is named as a successor in a recorded document.

"Easements" means easements within the Property for utilities, drainage and other purposes as shown on the Plat or of record.

"Governing Documents" means the Plat and these Deed Restrictions and the Bylaws, rules of the Association and standards of the ACC, as such items may be amended from time to time.

"Lot" means each of the eighty-three lots in the Newport Section 9 subdivision that are depicted on the recorded plat.

"Master Developer" means Rampart Holding LLC which retained certain rights in the restrictive covenants contained in the special warranty deed recorded under Clerk File No. 20150441314.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Film Code No. 2017-155641 of the Map Records of Harris County, Texas, and any replat of or amendment to the Plat made in accordance with applicable law and any requirements set forth in these Deed Restrictions.

"Residence" means a detached building designed for and used as a dwelling for a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, marriage, or civil union, or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding or recreational or playground equipment.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer or other wheeled conveyance, whether self-propelled or towed.

#### IV.

##### Restrictive Covenants

###### **A. Imposition of Covenants.**

1. Declarant hereby imposes these Covenants on the Subdivision. By their acceptance of their deeds, leases or occupancy of any Lot, all Owners and other occupants of the Lots agree that the Subdivision is subject to these Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants and any other person holding an interest in a Lot.
3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject them to a fine, an action for sums due to the Association, damages, and/or injunctive relief.

###### **B. The Plat and Easements.**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
2. An Owner may use that portion of a Lot located in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

**C. Use and Activities.**

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family. Use of the Lots is restricted to detached single-family homes.
2. *Prohibited Activities.* The following activities are prohibited:
  - a. any activity that is otherwise prohibited by the Governing Documents;
  - b. any illegal activity;
  - c. any nuisance or noxious or offensive activity;
  - d. any activity that is an annoyance;
  - e. any dumping of rubbish;
  - f. any storage of:
    - i. building materials except during the construction or renovation of a Residence or a Structure;
    - ii. Vehicles except in a garage or Structure, or operable automobiles on a driveway;
    - iii. unsightly objects unless completely shielded by a Structure; or
    - iv. trash containers in a location that is visible from the street except from 6:00 p.m. the evening before the scheduled day for trash pick-up until the end the day on the scheduled day of trash pick-up.
  - g. any exploration for or extraction of minerals;
  - h. any keeping or raising of animals, livestock, or poultry, except for up to three domesticated household pets such as dogs and cats shall be permitted. All pets shall be confined to a fenced yard or kept within the Residence. When walking dogs in the Subdivision, Owners shall be required to keep their dogs leashed at all times and clean-up any animal waste deposited by the animal(s);
  - i. any commercial or professional activity except reasonable home office use. The Board shall be authorized to determine whether any home office use is reasonable;
  - j. the renting of a portion of a Residence or Structure;

- k. the drying of clothes in a manner that is visible from the street;
- l. the display of any sign except:
  - i. one sign of not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale;
  - ii. political signage not prohibited by law or the Governing Documents;
  - iii. a permanent monument sign at the entrance to the Subdivision installed and landscaped by Declarant; provided such initial design has been approved by the Master Developer and the ACC. Thereafter, any changes to the permanent monument will only require ACC approval.
  - iv. A sign at the approved home builder's model home/sales office approved by the Master Developer and the ACC.
- m. installing of a mobile home, manufactured home, manufactured housing, motor home or house trailer on a Lot;
- n. moving a previously constructed house onto a Lot;
- o. interfering with natural or preexisting drainage patterns without ACC approval;
- p. hunting and shooting;
- q. occupying a Structure that does not comply with the construction standards of a Residence or with the maximum occupancy limits imposed by law or ordinance; or
- r. except to the extent they are kept inside a Structure and are not visible from the street, commercial vehicles are prohibited in the Subdivision; provided, however, that this restriction does not apply (i) to commercial vehicles that are providing services to an Owner (e.g., moving, tree trimming, deliveries, plumbing, etc.) between the hours of 8:00 a.m. and 8:00 p.m., or (ii) during the initial construction of a Residence on a Lot.

**D. Construction and Maintenance Standards.**

- 1. *Lots.*
  - a. *Consolidation of Lots.* An Owner of adjoining Lots may not consolidate those Lots into one site for the construction of Residence.
  - b. *Re-subdivision Prohibited.* No Lot may be subdivided.
  - c. *Easements.* No easement in a Lot may be granted after the plat is filed without ACC approval.

- d. *Maintenance.* Each Owner must keep the Lot, all landscaping on the Lot, the Residence and all Structures in a neat, well-maintained and attractive condition.

2. *Residences and Structures.*

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.

b. *Repetition of Elevation.*

- i. If a house plan is to be repeated with the same front elevation design, it must not occur more frequently than every fifth consecutive lot. Thus, at least four different homes must occur between the next repeated front elevation. Brick and paint color must also be different.
- ii. If a certain house plan is to be repeated with a different front elevation design, it must not occur more frequently than every third consecutive lot. Thus, at least two other homes must occur between the next repeated floor plan with a different front elevation design. Brick and paint color must also be different.
- iii. The same brick and paint color of a house must not occur more frequently than every fifth consecutive lot on the same side of the street and on the opposite side of the street, the houses directly across, and the houses on either side of the house directly across, must be a different front elevation and a different brick and paint color.
- iv. The ACC reserves the right to reject an elevation that closely resembles that of a nearby home or in any way detracts from the overall street scene

- c. *Maximum Height.* The maximum height of a Residence is two stories.

- d. *Required Area.* Except as set forth below, the total area of a Residence exclusive of porches, garages, or carports, must be at least fourteen hundred (1,400) square feet. Two-story residence shall have a minimum square footage of Eight Hundred Fifty (850) square feet, exclusive of porches, garages or carports on the first floor of the Residence.

- e. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, shall not be visible from any street.

- f. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway.

- g. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within thirty (30) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within thirty (30) days and the Lot restored to a clean and attractive condition.
- h. *Fence, Walls and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.
- i. *Antennae.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back set back line of any Lot.
- j. *Flagpoles.* No flagpoles may be permanently placed on any Lot unless previously approved by the ACC.
- k. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- l. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting the sidewalks on adjacent Lots.
- m. *Landscaping.* Landscaping must be installed by the builder prior to occupancy.

*Front Planting Beds.* All plantings shall be planted with the appropriate topsoil, additives and fertilizer mixtures. The use of on-site soil only is not permitted. All planting beds shall be at least 6-inches above sod and mulched with shredded hardwood mulch to a depth of 2-inches.

*Trees.* The minimum landscaping shall be two (2) trees for each yard and each tree must be a minimum of 45 gallon, container grown tree measuring 2 ½" in caliper when measured 12" above grade. Trees must have a minimum height of 8' and minimum spread of 5'.

*Shrubs.* The minimum required for each yard shall be two-thirty (30) gallon shrubs, two-fifteen (15) gallon shrubs, ten-five (5) gallon shrubs, ten-one (1) gallon shrubs and any other items specified in the standards of the ACC. Occupants are prohibited from removing trees without the consent of the ACC.

*"Good Neighbor" Fencing between Lots.* Each Owner other than the Declarant shall be obligated to install, maintain and replace wooden fencing on the common boundary line between their respective Lots. The fencing shall be 6" wide, 6' High pickets (6"x6') cedar panels and meet the specifications for "Good Neighbor" fencing. This provision is intended to apply (i) to all side fences that separate Lots in the Subdivision, and (ii) to the rear fences that separate Lots in the Subdivision.

*Special Conditions:* The finished side of a fence should always face the exterior or public side. Any exposures to greenbelts, ditches, or detention basin will be considered public view.

- n. *Screen Fencing on South Diamondhead.* All wood fences along South Diamondhead must be constructed in accordance with **Exhibit A – Fence Exhibit**. This provision applies to the owners of Lots 1 through 11, Block One and Lot 17, Block Four. Owners of Lots to which this provision applies shall be obligated to install, maintain and replace perimeter fencing on their property, as necessary, so that the perimeter fencing along South Diamondhead Boulevard is uniform in appearance and kept in good condition.

3. *Building Materials for Residences and Structures.*

- a. *Roofs.* Only three-dimensional composition asphalt shingles with a minimum of thirty (30) year life may be used on Residences and Structures. All roof stacks must be painted to match the roof color. No hip roofs without gables are permitted

*Roof pitches.* Should be applicable codes, but must be a minimum of 8 in 12 when viewed from the front of the home and 6 in 12 when viewed from the side of the home. The roof height should not exceed  $\frac{3}{4}$  of the total elevation area for single story homes and  $\frac{1}{2}$  the total elevation area two story homes.

- b. *Air Conditioning.* Window or wall type air conditioners may not be used in a Residence.
- c. *Exterior Walls.* Unless otherwise approved by the ACC, the front and side facades of all Residences must have an exterior finish that is at least 75% masonry (stone, brick and/or stucco) for the entire first Story of the Residence, including any exposed foundation but excluding windows and doors. The rear facade of the Residence and the second story of the Residence, if any, may have an exterior finish of hardiplank or other material approved by the ACC.
- d. *Color Changes.* No material change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the AC
- e. *Driveways and Sidewalks.* All driveways and sidewalks must be re-enforced and surfaced with concrete as required in the ACC Guidelines, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell or crushed rock.

*Curb Conditions:* Where four (4) inch mountable curbs are utilized, no saw cuts are permitted. Where six (6) inch barrier curbs are utilized, in accordance with city or county standards, saw-cut street and curb and tie in driveway steel. Builder is solely responsible for realigning grade of the gutter flow line in accordance with regulations and shall repair damaged curbs and gutters which cause ponding water ("bird baths") resulting from their construction activities.



- f. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

**E. Association.**

1. *Establishment and Governance.* The Association is an active nonprofit corporation in the State of Texas that is governed by the Bylaws. The Association has the powers of a non-profit corporation and a property owner's association under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

2. *Rules.* The Board may adopt rules and guidelines that do not conflict with law or the other Governing Documents. Upon request, Owners will be provided a copy of the rules and/or guidelines.

3. *Membership and Voting Rights.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Association has one class of voting Members:

- a. Class A. Class Members are all Owners, including Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

4. *Other Sections and Subdivisions Also Governed by the Association.* Notwithstanding any provision of these Deed Restrictions apparently to the contrary, the Association is expected to also serve as the homeowners' association for certain other adjacent and nearby neighborhoods (collectively, the "Newport Subdivision") that are served by a single Board and all have access to certain common amenities (the "Neighborhood Amenities"). Voting for the Board shall be handled in accordance with the Bylaws; and in this regard, a single election may take place to elect one Board to simultaneously serve for all neighborhoods of the Newport Subdivision.

5. *Use of Neighborhood Amenities.* The Owners shall be entitled to use the Neighborhood Amenities and shall have the same rights and obligations with respect such usage as are then held by residents of the other Newport Subdivisions.

**F. ACC.**

1. *Establishment.*

- a. Purpose. The ACC for Newport Subdivision (Newport Subdivision being herein after defined) has been established by the Association to assist the Association in assuring that all Residences, Structures and landscaping within Newport Subdivision are aesthetically compatible and conform to the Governing Documents.

- RP-2017-236586
- b. **Members.** The ACC consists of at least five persons appointed by the Board. The Board may remove or replace an ACC member at any time.
  - c. **Term.** ACC members serve for one (1) year and may be reappointed or replaced by the Board as provided in the By-laws.
  - d. **Standards.** Subject to Board approval, the ACC may adopt guidelines that do not conflict with the other Governing Documents to carry out its purpose. Upon request, Owners will be provided with a copy of any guidelines.
  - e. **Variances.** The ACC shall have the power to and may grant all reasonable variances and adjustments to the restrictions set forth in these Deed Restrictions or the plat in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the restrictions contained herein; provided however, that such is done in conformity with the intent and purposes hereof; and, provided further, that in every instance such variances and adjustments may not be materially detrimental or injurious to other property, improvements or the owners thereof. Such variances and adjustments as may be granted hereunder may include, without limitation, the height, size and building set back restrictions as set forth herein or on the Plat.
2. *Plan Review.*
- a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in a form and detail that the ACC may require.
  - b. *Procedures.*
    - 1. **Complete Submission.** Within thirty (30) days after the submission of plans and specification by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
    - 2. **Deemed Unapproved.** If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed not approved.
    - 3. **Appeal.** An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner, within thirty

(30) days after the ACC's action. The Board shall consider the appeal within thirty (30) days after timely notice of appeal is given. The determination by the Board is final.

4. **Records.** The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. No Owner may inspect or copy the interior floor plan or security system design of any other Owner.
5. **No Liability.** The Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

**G. Assessments.**

1. **Authority.** The Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Areas.
2. **Personal Obligation.** An Assessment is a personal obligation of each Owner when the Assessment accrues.
3. **Creation of Lien.** Assessments, costs, late charges, interest and reasonable attorney's fees are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments. Any attorney's fees that are also incurred by the Association as a result of deed restriction violations are also secured by a continuing vendor's lien on each Lot, which is reserved by the Declarant and assigned to the Association.
4. **Commencement.** A Lot becomes subject to Assessments on conveyance of the Lot by the Declarant, and consequently, the Declarant is not obligated to pay Assessments or fines.
5. **Regular Assessments.**
  - a. **Rate.** Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association. Until changed by the Board, the Regular Assessment is \$50.00 per month per Lot.
  - b. **Changes to Regular Assessment.** Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty (30) days before its effective date.
  - c. **Collections.** Regular Assessments will be collected monthly in advance, payable on the first day of the month and on the same day of each succeeding month of each year.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area, or for any other purpose benefitting the Subdivision but requiring funds exceeding that available from the Regular Assessments. Written notice of the terms of the Special Assessment will be sent to every Owner. Notwithstanding the foregoing, no Special Assessment shall be made or sought without the prior approval of the Declarant until such time as the Declarant no longer owns any Lots in the Subdivision.

7. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law. The amount of the fine will be determined by the Board.

8. *Subordination of the Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to any purchase money lien granted by an Owner against a Lot. The foreclosure of the superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.

9. *Delinquent Assessment.* No proceedings for enforcement shall be filed on any account within one hundred twenty (120) days of the delinquency.

#### **H. Remedial Rights.**

1. *Late Charges and Interest.* A late charge of \$5.00 per month is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of six percent (6) per annum. The Board may change the late fee and interest rate.

2. *Costs, Attorney's Fees and Expenses.* The Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents, which include deed restriction violations.

3. *Non-Judicial Foreclosure of Lien.* The Association may foreclose the Association's lien against a Lot by power of sale if and to the extent permitted by law. The Association may designate a person to act as trustee or otherwise to exercise the power of sale on behalf of the Association.

4. *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, and/or enforce and/or enjoin a violation of the Governing Documents.

5. *Suspension of Other Rights.* If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

6. **Damage to Property.** An Owner is liable to the Association for damage to Common Areas and Newport Common Areas caused by the Owner, or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law. The Association's right to cure is not subject to the 30 day provisions of Paragraph 7 if such repair is needed for the use, safety or welfare of the Newport Subdivision residents.

7. **Association's Right to Cure.** The Association shall have the right, but not the obligation, to cure an Owner's violation of these Deed Restrictions. Prior to curing any violation, the Association shall provide the Owner at least thirty (30) days written notice of, (i) the violation, (ii) the Association's intention to cure the violation on the Owner's behalf, and (iii) notice of the Owner's right to have a hearing before the Board. Except as provided below, the Association's right to cure shall accrue upon the expiration of such thirty (30) days or, in those instances where an Owner requests a hearing and the result of the hearing is a finding that a violation exists, upon the Board providing notice of its decision. Any funds spent by the Association in exercising its right to cure shall be reimbursed to the Association by the applicable Owner and shall be considered "costs" secured by the Association's lien (as referenced in Section G, Paragraph 3 of these Deed Restrictions). The Association shall have a right to access an Owner's Lot (and any Residence or Structure built on such Lot) for the purpose of exercising its cure rights under this Paragraph 7. All amounts reimbursable to the Association by an Owner under this Paragraph 7 shall accrue interest at ten percent (10%) per annum. Violations for failure to keep grass cut to an acceptable length are subject to this provision, except that the notice to the Owner shall inform the Owner that despite the right to request a hearing within thirty (30) days, the Association shall have the right to enter their Lot and cut the grass should the condition continue to exist after the expiration of ten (10) days from the date of the notice. The costs for any lawn cutting services will not be charged to the Owner unless no hearing is requested or the outcome of a hearing is a finding that the condition was a restriction violation. Notwithstanding the foregoing, the Association's right to cure shall not apply to Lots owned by the Declarant.

#### **I. Common Area.**

1. **Common Area Easements.** Upon the Declarant's conveyance of the Common Area to the Association, each Owner shall have an easement in and to the Common Area, subject to the usage restrictions set forth on the Plat and the right of the Association to:

- a. Charge a reasonable admission and other fees for the use of recreational facilities situated on the Common Area (if any). If an Owner does not pay these fees, the Owner may not use the recreational facilities.
- b. Suspend an Owner's rights under the Governing Documents.

- c. Grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes.
- d. Dedicate or convey any of the Common Area for public purposes, upon approval by a vote of two-thirds of the Directors at a meeting in accordance with the Bylaws.

Prior to the Declarant's conveyance of the Common Area to the Association, the Declarant may grant an easement over the Common Area for utility, drainage, or other purposes and/or dedicate or convey any of the Common Area for public purposes with the written consent of the Board, provided such consent shall not be unreasonably withheld.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb any Common Area except as approved by the Board.

#### **J. General Provisions.**

1. *Term.* These Deed Restrictions run with the land and are binding in perpetuity.
2. *No Waiver.* Failure by the Association or an Owner to enforce the Governing Documents is not a waiver.
3. *Corrections.* The Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in these Deed Restrictions, provided that any correction must not impair or affect a vested right of any Owner.
4. *Amendment.* The Declaration may be amended at any time by vote of seventy-five percent (75%) of the owners of the Lots. An instrument containing the approved amendment must be signed by the approving Owners and recorded.
5. *Conflict.* These Deed Restrictions control over any other Governing Documents.
6. *Severability.* The provisions of these Deed Restrictions are severable. If any provision of these Deed Restriction is invalidated or declared unenforceable, the other provisions remain valid and enforceable.
7. *Notice.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to: (1) an Owner at the Owner's last known address according to the Association's records; and (2) the Association, the Board, the ACC, or a managing agent, at the

Association's principal office, or another address designated in a notice to the Owners. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient. It is the Owner's responsibility to notify the Association of any change to their mailing address.

Executed on the dates set forth below:

**Declarant:**

Rochester Enterprises, LLC, a Texas  
Limited liability company

By: Chad Rochester  
Chad Rochester, President

**Agreed and acknowledged:**

Rochester Enterprises, LLC, a Texas  
Limited liability company

By: Rochester Enterprises, LLC  
Name: Chad Rochester  
Title: President

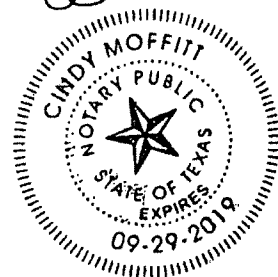
This instrument was executed before me on May 30th, 2017, by Chad Rochester, President of Rochester Enterprises, LLC, a Texas limited liability company, on its behalf.

Cindy Moffitt  
Notary Public, State of Texas  
STATE OF TEXAS  
COUNTY OF HARRIS

**Agreed and acknowledged:**

By: The New Property Owner's Association of Newport, Inc.

By: Dan Webb  
Name: DAN WEBB  
Title: PRESIDENT



STATE OF TEXAS

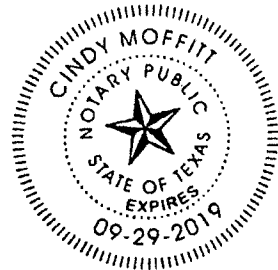
COUNTY OF HARRIS

This instrument was executed before me on May 30, 2017, by  
DAN WEBB, PRESIDENT of the New Property Owner's  
Association of Newport, Inc., a Texas non-profit corporation, on its behalf.

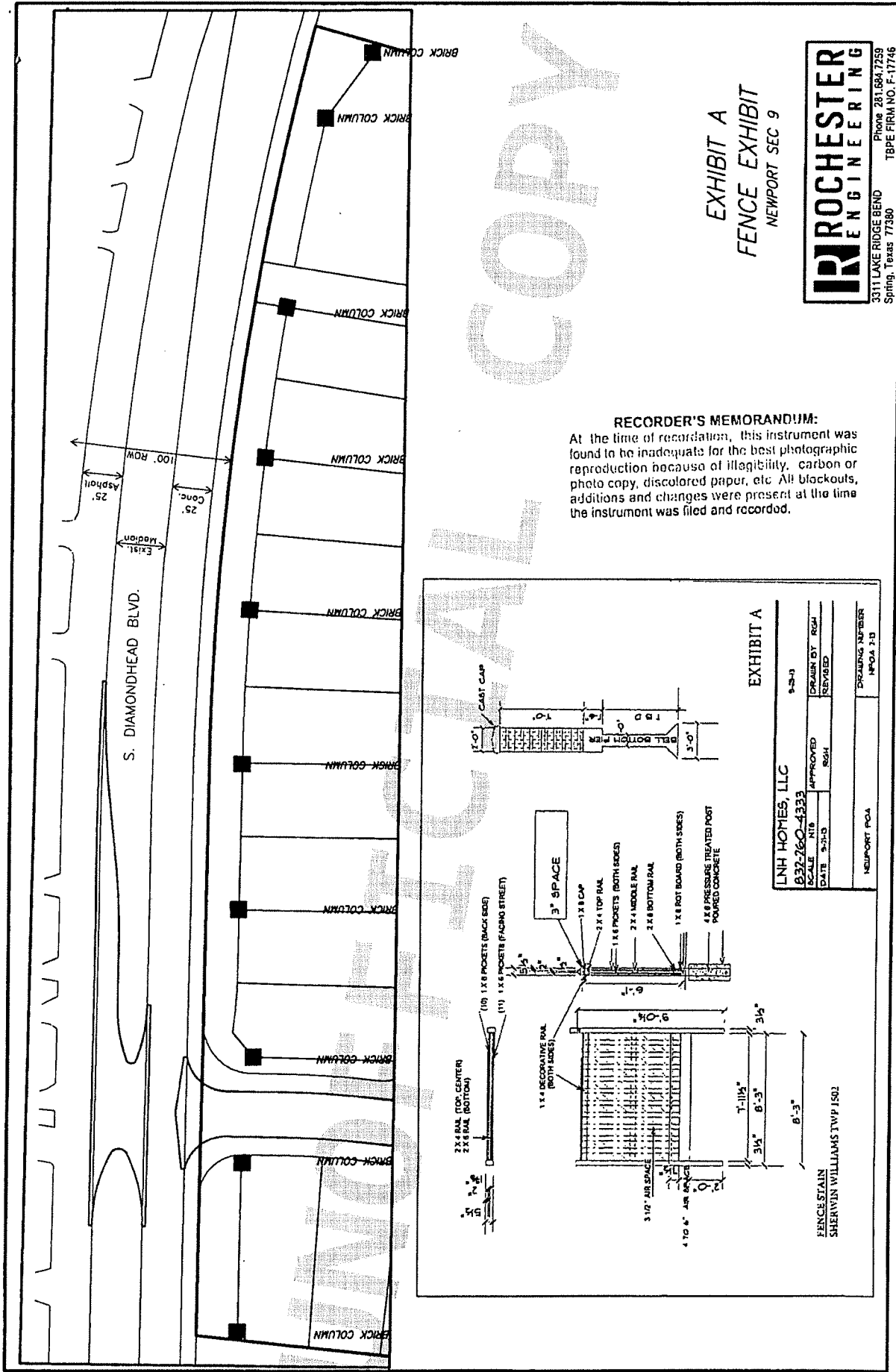
Cindy Moffitt  
Notary Public, State of Texas  
STATE OF TEXAS  
COUNTY OF HARRIS

After recording, return to: 11

Chad Rochester  
3311 Lake Ridge Bend  
Spring Texas, 77380







FILED FOR RECORD

2:28:28 PM

Tuesday, May 30, 2017

*Stan Stansett*

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Tuesday, May 30, 2017



*Stan Stansett*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2017-236586