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## Declaration of Restrictive Covenants of the Seven Oaks North

### Subdivision

### Basic Information

Date: July 31, 2007

Declarant: Modelo Development, L.P.

Declarant's Address:

Association: The New Property Owner's Association of Newport, Inc., a Texas non-profit corporation

Association's Address: c/o Houston Community Management Company, 18333 Egret Bay Boulevard, Suite 455, Houston, Texas 77058

Property: A tract of land containing 33.0564 acres located in the William Wilson Survey, Abstract 838 and the Humphrey Jackson Survey, Abstract 37, Harris County, Texas being known as Seven Oaks North Subdivision, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 608256 of the Map Records of Harris County, Texas. lee

### Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.

"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 or

Commercial property on the plat and that has not been accepted for maintenance by the applicable governmental body. The Declarant will convey the Common Area to the Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Modelo Development L.P., a Texas limited partnership, and any successor that acquires all unimproved Lots owned by the Declarant for the purpose of development and is named as 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 this Declaration and the Bylaws, rules of the Association and standards of the ACC, as amended.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

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

"Plat" means the Plat of the Property recorded in Film Code No. 608257 of the Map Records of Harris County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

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

"Single Family" means a group of individuals related by blood, adoption, or marriage, 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 equipment.

“Subdivision” means the Property covered by the Plat, and any additional property made subject to this Declaration.

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

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

1. Declarant imposes these Covenants on the Seven Oaks North Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot 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, 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.

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; or



- iii. unsightly objects unless completely shielded by a Structure;
- iv. trash containers except from 6:00 p.m. the evening before the scheduled day for trash pick-up and 6:00 p.m. the scheduled day of trash pick-up.
- g. any exploration for or extraction of minerals;
- h. any keeping or raising animals, livestock, or poultry, except for common, domesticated household pets, such as dogs and cats, not to exceed three confined to a fenced yard or within the Residence;
- i. any commercial or professional activity except reasonable home office use; whether it is reasonable shall be determined by the Board.
- j. the renting of a portion of a Residence or Structure;
- k. the drying of clothes in a manner that is visible from any 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; and
  - ii. political signage not prohibited by law or the Governing Documents;
- 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 a drainage pattern without ACC approval;
- p. hunting and shooting; or
- q. occupying a Structure that does not comply with the construction standards of a

Residence;

r. commercial vehicles are prohibited in the Subdivision except for delivery purposes between the hours of 9:00 a.m. and 8:00 p.m.

#### **D. Construction & Maintenance Standards**

##### **1. Lots.**

- a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. *Re-subdivision Prohibited.* No Lot may be subdivided.
- c. *Easements.* No easement in a Lot may be granted without ACC approval.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

##### **2. Residences & Structures**

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. *Maximum Height.* The maximum height of a Residence is twostories.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least fifteen hundred square feet.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the set back 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.

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

The garage may be a separate structure.

f. *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.

g. *Fences, 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.

h. *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.

i. *Flagpoles.* No flagpole may be permanently placed on any Lot unless previously approved by the ACC.

j. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

k. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.

l. *Landscaping.* Landscaping must be installed by the builder prior to occupancy. The minimum landscaping shall be two (2) trees at least four inches in circumference in the

front yard, two thirty (30) gallon shrubs, two fifteen (15) gallon shrubs; ten five (5) gallon shrubs and ten (10) one 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.

3. *Building Materials for Residences and Structures.*

- a. *Roofs.* Only composition with a minimum of thirty (30) year life may be used on Residences and Structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof color.
- b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
- c. *Exterior Walls.* All Residences must have at least seventy-five percent (75%) of their exterior wall, including exposed foundation, of stone or brick, minus windows and doors, unless otherwise approved by the ACC. The rear exterior wall must be hardiplank or other material approved by the ACC.
- d. *Color Changes.* No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.
- e. *Driveways & Sidewalks.* All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.
- 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 that do not conflict with law or the other Governing Documents. Upon request, Owners will be provided a copy of any rules.

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 A 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.

**F. ACC**

1. *Establishment.*

- a. *Purpose.* The ACC is established as a committee of the Association to assist the Association in assuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
- 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.

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 specifications 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.

c. *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.

d. *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.

e. *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 Declarant.

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 \$40.00 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 days before its effective date.

c. *Collections.* Regular Assessments will be collected monthly in advance, payable on the first day of **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 benefiting 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.

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 a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within one hundred twenty days after it is due is delinquent.

#### **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 ten (10%) percent per annum. The Board may change the late charge and the 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 as 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. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

5. *Suspension of Voting.* An Owner delinquent in payment of any Assessment may not vote.

6. *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.

7. *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner, or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

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

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Association to:

- a. Charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area. 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.

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.* This Declaration runs with the land and is 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 Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of seventy-five percent of the votes in the Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Association and recorded.

5. *Conflict.* This Declaration controls over the other Governing Documents.

6. *Severability.* The provisions of this Declaration are severable. If any provision of this Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.

7. *Notices.* 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) a Member at the Member'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 Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient. It is the member's responsibility to notify the Association of any change to their mailing address.

8. *Annexation of Additional Property.* On written approval of the Board and not less than two-thirds of the Directors at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the same to this Declaration may record an Annexation Agreement that will impose this Declaration and the Covenants on that property.

9. *Joinders.*

(a) Newport Development Joint Venture, successor in interest to Diamondhead Corporation, (hereinafter called "NDJV"), pursuant to and in accordance with the terms and provisions of that certain Deed dated April 5, 1978 (the "Deed"), from Diamondhead Corporation, as grantor, to Sigma Associates, Incorporated, as grantee, filed for record in the office of the County Clerk of Harris County, Texas under File No.F577147, and recorded under Film Code Reference No. 193-15-2085 in the Official Public Records of Real Property of Harris County, Texas, joins in the execution of the foregoing Declaration of Restrictive Covenants for Seven Oaks North, for the following purposes:

1. to evidence its consent and agreement to the foregoing protective covenants for Seven Oaks North,
2. to evidence its consent and agreement that the restrictive covenants attached to and made a part of the Deed are superseded by the foregoing protective covenants of Seven Oaks North, and are no longer in force and effect with respect to the remaining property described in the Deed, and

3. to evidence its consent to and approval of the Map.

(b) Woodforest National Bank being a present owner and holder of an certain indebtedness secured by the lands contained in Seven Oaks North, as evidenced by those certain Deeds of Trust (a) dated December 28, 2006, executed by Modelo, to Kenny Shaw, Trustee, filed for record in the office of the County Clerk of Harris County, Texas, under File No. 20060289831, and recorded under Film Code Reference No. RP036680171 in the Official Public Records of Real Property of Harris County, Texas, (b) dated May 6, 2005, executed by Model to John Sandhop, Trustee, filed for record in the office of the County Clerk of Harris County, Texas under File No. Y48036, and recorded under Film Code Reference No. RP023402772 in the Official Public Records of Real Property of Harris County, Texas, and (c) dated April 12, 2007, executed by Modelo to Kenny Shaw, Trustee, filed for record in the office of the County Clerk of Harris County, Texas, under File No. 20070221681, and recorded under Film Code Reference No. RP042671784 in the Official Public Records of Real Property of Harris County, Texas, joins in the execution of this instrument (i) to evidence its consent and agreement to the cancellation of the restrictions, covenants, conditions, liens and assessments imposed upon Seven Oaks North and South under the pursuant to the Deed, *and* (ii) to evidence its consent and agreement to the imposition of the restrictions, covenants, conditions, liens, and assessments upon Seven Oaks North contained in this instrument and (iii) to evidence that the lien, security interest and assignment granted by said Deed of Trust with Security Agreement and Assignment of Rents is henceforth subject and subordinate to the restrictions, conditions, covenants, liens and assessments imposed upon the Property as set forth herein.

(c) SJS Services, L.P. ("SJS"), a Texas limited partnership, being the owner of Lots 1, 5, 6, 7, 8, 9, 10 and 31, Block 1, Lots 65, 66 and 67, Block 2, and Lot 82, Block 3 of Seven Oaks North Subdivision (the "SJS Property"), according to the map or plat thereof recorded under Film Code No. 608256 of the Harris County Map Records, joins in these restrictions to evidence its consent and agreement that the restrictions herein contain shall apply to the SJS Property.

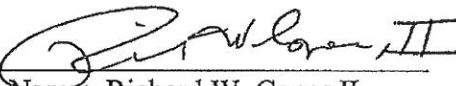
(d) Stock Building Supply, Inc. being the present owner and holder of indebtedness secured by the SJS Property as evidenced by a Deed of Trust dated May 4, 2007, recorded in the Real Property Records of Harris County, Texas under 20070288920, executed by SJS to Melissa

Westbrook, Trustee, joins in the execution of this instrument (i) to evidence its consent and agreement to the imposition of the restrictions, covenants, conditions, liens, and assessments upon Seven Oaks North contained in this instrument and (iii) to evidence that the lien, security interest and assignment granted by said Deed of Trust is henceforth subject and subordinate to the restrictions, conditions, covenants, liens and assessments imposed upon the SJS Property as set forth herein.

WITNESS our hands at Houston, Texas, on this 23 day  
of Aug, 2007.

MODELO DEVELOPMENT L.P.

By: Modelo Management Company, L.P.  
General Partner

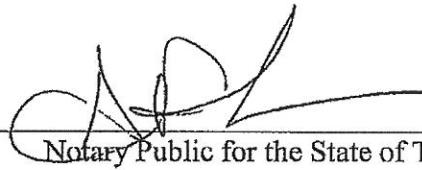
By:   
Name: Richard W. Cones II  
Title: General Partner

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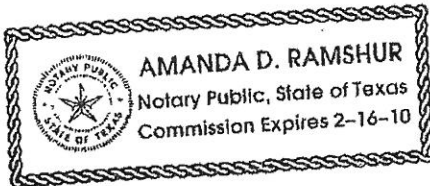
THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, this 23 day of Aug., 2007, the undersigned authority on personally appeared Richard W. Cones, II, General Partner of Modelo Management Company LP, General Partner of Modelo Development, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.



Notary Public for the State of Texas



NEWPORT DEVELOPMENT JOINT VENTURE,  
a Texas joint venture

By: Rampart Holding L.P., a Nevada limited partnership

By: Rampart Group, L.P., its General Partner

By: Rampart Alliance Corporation, its General  
Partner

By:

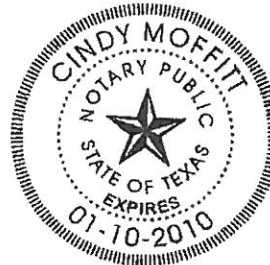
J. H. Carpenter, President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, this 10<sup>th</sup> day of August, 2007, the undersigned authority on personally appeared J. H. Carpenter, President of Rampart Alliance Corporation, General Partner of Rampart Group, L.P., General Partner of Rampart Holding, L.P., Managing Venturer of Newport Development Joint Venture, a Texas joint venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

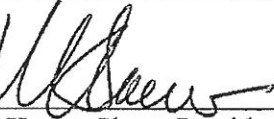
Cindy Moffitt  
Notary Public for the State of Texas






WOODFOREST NATIONAL BANK

By:



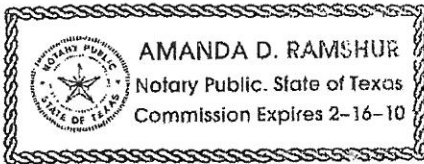
Kenny Shaw, ~~President~~

Executive Vice President 

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, this 23 day of August, 2007, the undersigned authority on personally appeared Kenny Shaw, ~~President~~ of Woodforest National Bank, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said banking association.

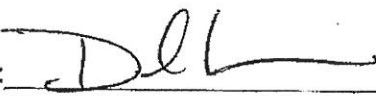




Notary Public for the State of Texas

SJS SERVICES, L.P.

By: Bayou Enterprises, LLC, General Partner

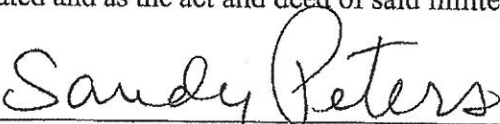
By:   
David J. Esman, Jr., Member

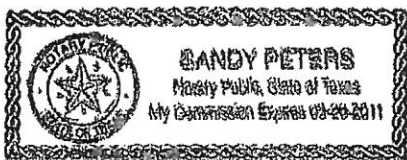
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THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, this 29 day of August, 2007, the undersigned authority on personally appeared David J. Esman, Jr., Member of Bayou Enterprises, LLC, General Partner of SJS Services L.P., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited partnership.

  
Notary Public for the State of Texas



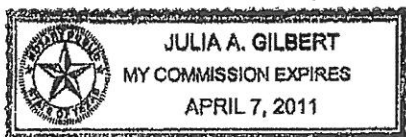
STOCK BUILDING SUPPLY, INC.

By: Travis Shaw Travis Shaw  
Printed Name: Travis Shaw  
Title: Loan Officer

THE STATE OF TX

COUNTY OF HARRIS

BEFORE ME, this 8 day of August, 2007, the undersigned authority on personally appeared Travis Shaw, of Stock Building Supply, Inc., a INC corporation, on behalf of said corporation.



Julia A. Gilbert  
Notary Public for the State of Texas

FILED FOR RECORD  
8:00 AM

SEP - 4 2007

Beverly L. Kayman  
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 the 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 on

SEP - 4 2007



Beverly L. Kayman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

Great American Title Courtesy

20100493950

11/18/2010 ER \$72.00

AMEND

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FIRST AMENDMENT

TO THE RESTRICTIVE COVENANTS OF THE  
SEVEN OAKS NORTH SUBDIVISION

STATE OF TEXAS §

COUNTY OF HARRIS §

This First Amendment to the Restrictive Covenants of the Seven Oaks North 1EE  
Subdivision (the "First Amendment") is executed on the dates below to be effective upon  
recordation with the County Clerk of Harris County, Texas.

I.

Recitals

WHEREAS, a Declaration of the Restrictive Covenants of the Seven Oaks North  
Subdivision was filed on September 4, 2007, under Harris County Clerk's File No.  
20070541806 (the "original Deed Restrictions"), for the purpose of establishing a  
uniform plan of development for the Seven Oaks North Subdivision (the "Subdivision"),  
a subdivision in Harris County, Texas, according to the map or plat thereof recorded  
under Film Code No. 608256 of the Map Records of Harris County, Texas;

WHEREAS, Woodforest National Bank became the successor "Declarant" under  
the original Deed Restrictions by virtue of its acquisition of all unimproved lots in the  
Subdivision owned by Modelo Development, L.P., a Texas limited partnership, by  
Substitute Trustee's deed dated December 2, 2008, recorded under Harris County Clerk's  
File No. 2008-0606857; as corrected by Correction Substitute Trustee's Deed dated  
December 23, 2009, recorded under Harris County Clerk's File No. 20100044429;

WHEREAS, Newport Seven Land Company, LLC, a Texas limited liability  
company (the "Declarant"), is now the successor "Declarant" under the original Deed  
Restrictions by virtue of its acquisition of all seventy-two (72) unimproved lots in the  
Subdivision owned by Woodforest National Bank by Special Warranty Deed With  
Vendor's Lien dated February 2, 2010, recorded under Harris County Clerk's File No.  
20100044432;

WHEREAS, Declarant purchased nine (9) additional lots in the Subdivision by  
deed from Stock Loan Services, L.L.C., dated July 8, 2010, recorded under Harris County  
Clerk's File No. 20100325261;

WHEREAS, as the successor Declarant and owner of 81 lots in the Subdivision (out of 84 total lots in the Subdivision [the "Lots"] owned by one or more owners [the "Owners"]), Declarant is a member in the Association and may cast 81 of 84 total votes held by members ("Members/Owners") in The New Property Owner's Association of Newport, Inc., a Texas non-profit corporation (the "Association"). Pursuant to Section J, Paragraph 4 of the original Deed Restrictions, the original Deed Restrictions may be amended by a vote of Owners/Members owning at least seventy-five percent (75%) of the Lots in the Subdivision;

WHEREAS, a meeting of Owner/Members was held on October 14, 2010, to approve the amendments to the original Deed Restrictions that are set forth in this First Amendment; and the amendments were approved and adopted at the meeting by the vote of Owners/Members owning more than of 75% of the Lots in the Subdivision.

NOW, THEREFORE, the original Deed Restrictions are hereby amended by this First Amendment.

## II.

### Amendments

The Basic Information section of the original Deed Restrictions currently contains the following information and/or definitions:

*Declarant:* Modelo Development, L.P.

*Declarant's Address:* [none stated]

The foregoing provisions are hereby amended and restated to provide as follows:

*Declarant:* Newport Seven Land Company, LLC, a Texas limited liability company

*Declarant's Address:* 5005 Riverway, Suite 100, Houston, Texas 77056

• • •

Section C, Paragraph 2(l) of the original Deed Restrictions currently provides as follows:

*Prohibited Activities.* The following activities are prohibited:

- I. 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; and
- ii. political signage not prohibited by law or the Governing Documents.

Section C, Paragraph 2(1) of the original Deed Restrictions is hereby amended and restated to provide as follows:

*Prohibited Activities.* The following activities are prohibited:

- 1. 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 design has been approved by the ACC.

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Section D, Paragraph 2(c) of the original Deed Restrictions currently provides as follows:

*Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least fifteen hundred square feet.

Section D, Paragraph 2(c) of the original Deed Restrictions is hereby amended and restated to provide as follows:

*Required Area.* (a) Except as set forth in subparagraph (b) below, the total area of a Residence, exclusive of porches, garages, or carports, must be at least fifteen hundred (1,500) square feet.

(b) The total area of a Residence may be less than fifteen hundred (1,500) square feet if each of the following conditions are met: (i) the total area of the Residence, exclusive of porches, garages, or carports, will be at least one thousand two hundred and fifty (1,250) square feet, (ii) no more than twenty-five percent (25%) of the Lots have been (or will be upon acceptance of the waiver request) designated as ones for which the 1,250 minimum applies, and (iii) at the request of the Declarant, the ACC provides a written waiver of the 1,500 minimum area requirement for the Lot on which the home will be built. If the Declarant still owns Lots in the Subdivision, no waiver/variance shall be granted unless the Declarant has requested same.

The following new Paragraphs 2(m), 2(n) and 2(o) are hereby added to Section D:

m. *Perimeter Fencing.*

(1) For Lots Adjacent to Golf Club Drive or the Green Space Area. Lots that share a common boundary with either Golf Club Drive or the Green Space area situated between Block 1 and 3 of the Subdivision (the "Green Space Area") shall be separated from Golf Club Drive (or the Green Space Area, as applicable) by uniform perimeter fencing installed along the boundary line between such Lot and Golf Club Drive (or the Green Space Area, as the case may be). This provision applies to the following Lots: Lots One (1) through Thirteen (13), inclusive, in Block One (1); Lots Forty-Four (44) through Fifty-One (51), inclusive, in Block One (1); and Lots Eighty (80) through Eighty-Four (84), inclusive, in Block Three (3). The fencing shall be a six foot tall wooden fence made of 1" X 6" cedar planks, include trim and rot board, and meet the specifications shown on Appendix A attached hereto. All of such fencing shall be installed so that the "Front View" of the fence faces Golf Club Drive (or the Green Space Area, as applicable). Owners of Lots to which this provision applies (other than the Declarant) shall be obligated to install, maintain and replace perimeter fencing on their property, as necessary, so that the perimeter fencing along Golf Club Drive and the Green Space Area is uniform in appearance and kept in good condition.

(2) For Other Lots. Uniform perimeter fencing shall be installed along the rear lot line of all other Lots in Block 1 of the Subdivision. The fencing shall be a six foot tall wooden fence made of 1" X 6" cedar planks and meet the specifications shown on Appendix B attached hereto. All of such fencing shall be installed so that (i) the "Front View" of the fence faces out and (ii) the "Back View" of the fence faces the house built on the Lot. Owners of Lots to which this provision applies (other than the Declarant) shall be obligated to install, maintain and replace perimeter fencing on their property, as necessary, so that such perimeter fencing is uniform in appearance and kept in good condition.

n. *Alternative Metal Perimeter Fencing at Declarant's Option.* Notwithstanding Paragraph (m) of this First Amendment, the Declarant, at its sole option, may require alternative metal perimeter fencing for the following six (6) Lots (collectively, the "Detention-Facing Lots"): Lots Fourteen (14) through Seventeen (17), inclusive, in Block One (1); and Lots Eighty-Two (82) and Eight-Three (83) in Block Three (3). If Declarant exercises its option under this Paragraph (n), each Owner of a Detention-Facing Lot (other than the Declarant), to the extent the fence will border their property, shall be obligated to install, maintain and replace metal fencing (i) along the common boundary between their Lot and the Green Space Area; (ii) along the side lot line between Lot 82 and Lot 83, Block 3 for fifteen linear feet (15') extending from the Green Space Area; and (iii) along the side lot lines between Lot 14 and Lot 15, Block 1;

Lot 15 and Lot 16, Block 1; and Lot 16 and Lot 17, Block 1 for fifteen linear feet (15') extending from the Green Space Area. Such fencing shall meet the specifications shown on Appendix C attached hereto and shall be uniform in appearance and kept in good condition.

o. "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 One Foot by Six Foot (1' X 6') cedar planks and meet the specifications for "Good Neighbor" fencing shown on Appendix D attached hereto. This provision is intended to apply (i) to all side fences that separate Lots situated in either Block 1 or Block 3 of the Subdivision and (ii) to both the side and rear fences that separate Lots situated in Block 2 of the Subdivision.

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Section D, Paragraph 3(c) of the original Deed Restrictions currently provides as follows:

*Exterior Walls.* All Residences must have at least seventy-five percent (75%) of their exterior wall, including exposed foundation, of stone or brick, minus windows and doors, unless otherwise approved by the ACC. The rear must be hardiplank or other material approved by the ACC.

Section D, Paragraph 3(c) of the original Deed Restrictions is hereby amended and restated to provide as follows:

*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.

• • •

Section F of the original Deed Restrictions currently provides as follows:

1. *Establishment.*

- a. *Purpose.* The ACC is established as a committee of the Association to assist the Association in assuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.



- 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 purposes. Upon request, Owners will be provided with a copy of any guidelines

Section F of the original Deed Restrictions is hereby amended to add the following new paragraph e after the existing paragraph d:

- e. *Variances.* The ACC shall have the power to and may grant all reasonable variances and adjustments to the restrictions set forth in the original Deed Restrictions as amended by this First Amendment 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 in the original Deed Restrictions as amended by this First Amendment or on the Plat.

Notwithstanding the foregoing, all requests for variances made by a builder (or that otherwise relate to the initial construction of a new home on a Lot) shall be subject to the approval of the Declarant, and the Declarant shall have the power to approve all such variance requests at its discretion; provided, however, that the Declarant's power to approve such variance requests shall terminate, as to a specific Lot, when the Lot in question has been conveyed to a third-party homebuyer who has finally accepted, and taken possession of, a newly-constructed home built on such Lot. In addition, the Declarant shall no longer approve variance requests, and the ACC shall have the exclusive power to approve all variance requests, upon the occurrence of either of the following events: (i) the Declarant no longer owns any Lots in the Subdivision; or (ii) no construction activities have occurred in the Subdivision for a period in excess of twelve (12) consecutive months (or for such longer period as is agreed to by the ACC and the

Declarant) and Declarant shall have failed to maintain the Lots in the Subdivision that are owned by it (after written notice from the ACC and a reasonable cure period of no less than 14 days).

• • •

Section G, Paragraph 4 of the original Deed Restrictions currently provides as follows:

*Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by the Declarant.

Section G, Paragraph 4 of the original Deed Restrictions is hereby amended and restated to provide as follows:

*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.

Section H of the original Deed Restrictions is hereby amended to add the following new paragraph 8 after the existing paragraph 7:

8. *Association's Right to Cure.* The Association shall have the right, but not the obligation, to cure an Owner's violation of this Declaration. 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 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 this Declaration). 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 8. All amounts reimbursable to the Association by an Owner under this Paragraph 8 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 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 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.

Section I, Paragraph 1 of the original Deed Restrictions currently provides as follows:

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Association to:
  - a. Charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area. 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.

Section I, Paragraph 1 of the original Deed Restrictions is hereby amended and restated to provide as follows:

1. *Common Area Easements.* Upon the Declarant's conveyance of the Common Area to the Association, each Owner has an easement in and to the Common Area, subject to the right of the Association to:
  - a. Charge reasonable admission and other fees for the use for recreational facilities situated on the Common Area. 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.

III.

Miscellaneous

1. Severability. This First Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this First Amendment, or the application thereof to any person or circumstance, shall for any reason and to any extent be invalid or unenforceable, then the remainder of this First Amendment and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

2. General Provisions. This First Amendment shall be governed by and construed under the laws of Texas. Exclusive venue for any action to enforce the Declaration shall be in Harris County, Texas.

Executed on the dates set forth below.

Declarant:

Newport Seven Land Company, LLC, a Texas 10R  
limited liability company

By: John B. Howenstine  
John B. Howenstine, Manager

Agreed and acknowledged:

The New Property Owner's Association  
of Newport, Inc., a Texas non-profit corporation

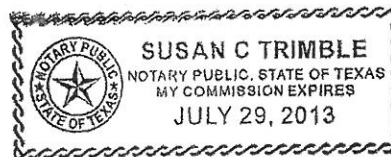
By: Dan Kasprzak  
Name: DAN KASPRZAK  
Title: PRESIDENT

STATE OF TEXAS

COUNTY OF HARRIS

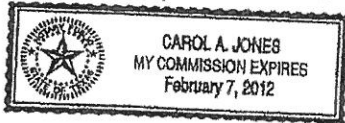
This instrument was executed before me on  
NOVEMBER 3, 2010, by John B. Howenstine, Manager of Newport Seven Land  
Company, LLC, a Texas limited liability company, on its behalf.

Susan C Trimble  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was executed before me on  
November 14, 2010, by DAN KASPRZAK,  
PRESIDENT of The New Property Owner's Association of Newport,  
Inc., a Texas non-profit corporation, on its behalf.

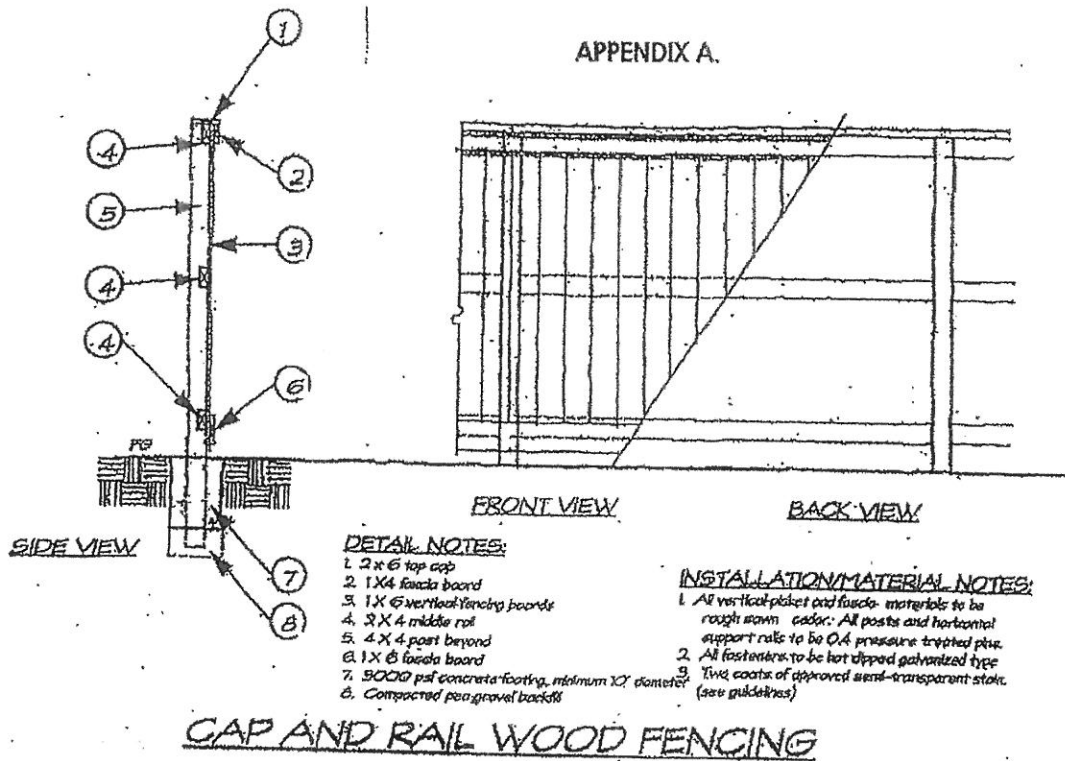


Carol A. Jones  
Notary Public, State of Texas

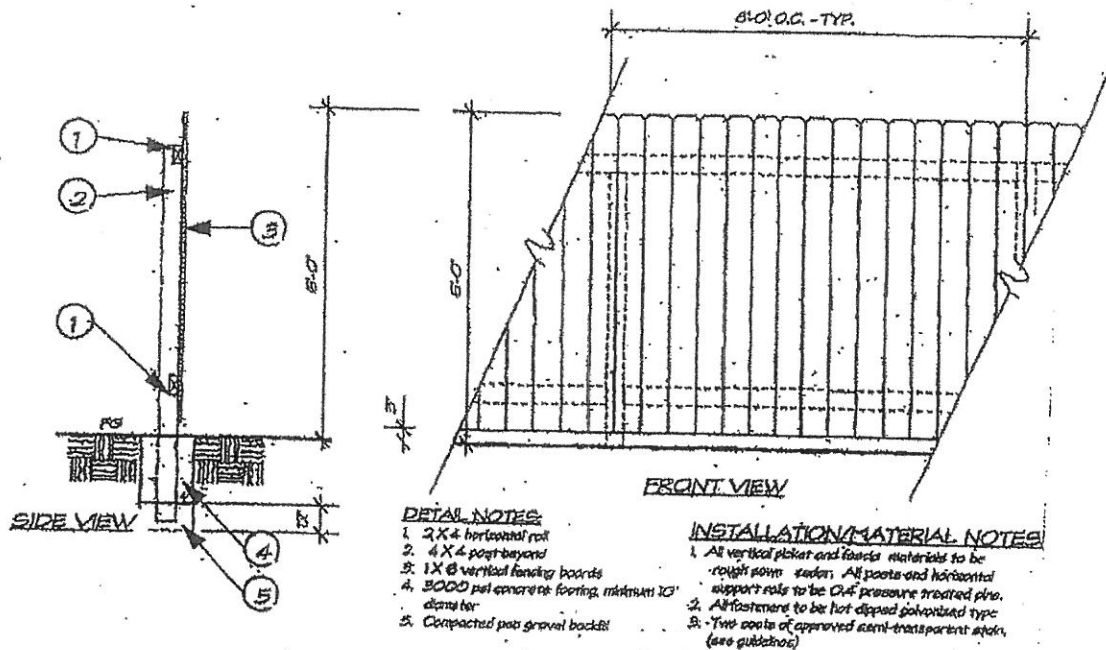
After recording, return to:

Jeffrey L. Gilman  
Coats Rose Yale Ryman & Lee, P.C.  
3 E. Greenway Plaza, Suite 2000  
Houston, Texas 77046

# APPENDIX A.



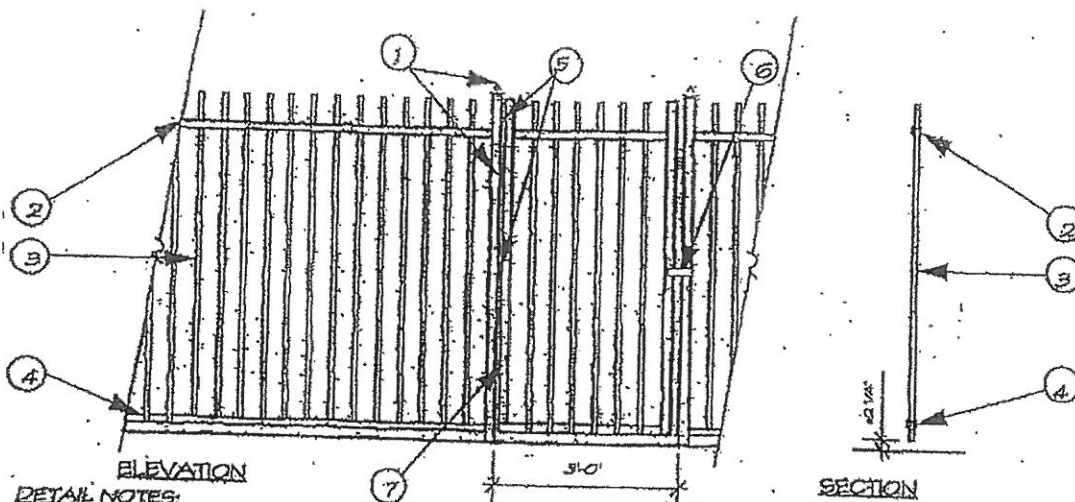
# APPENDIX B



STANDARD 6'-0" HIGH WOOD FENCE



# APPENDIX C



## DETAIL NOTES:

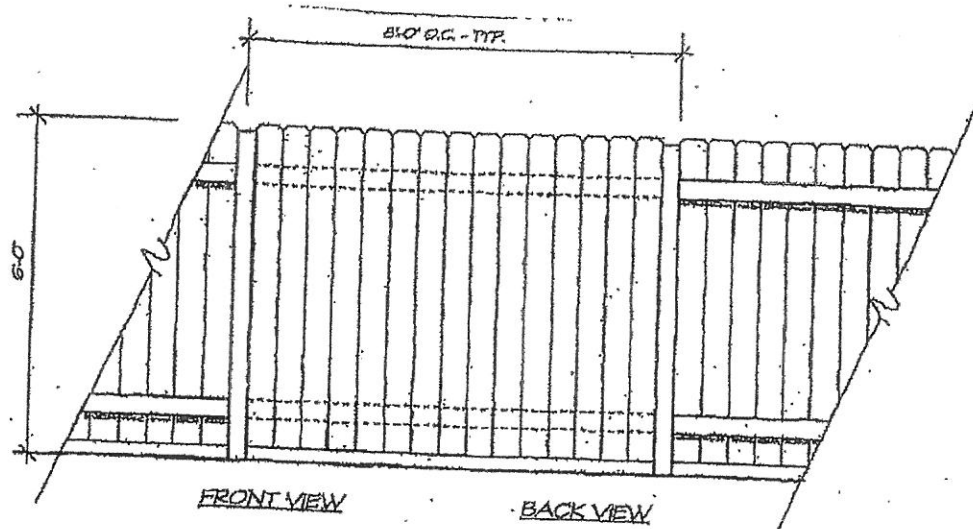
1. 2" square tubular post with standard spear top.
2. 1 1/2" x 1 3/8" U-channel rail
3. 1" sq tubular picket or 3/4" solid
4. 1 1/2" x 1 3/8" U-channel bottom rail
5. Spring loaded, self-closing gate hinges (3 total)
6. Self-latching, lockable gate latch.
7. 1/2" x 1 3/8" U-channel gate frame

## NOTE

1. All metal to be galvanized, inside and out, and pretreated with phosphate with a flat non-chromated solution prior to applying finished coat.
2. Finished treatment shall be applied to a minimum of two coats approved, high quality commercial grade paint suitable for application over galvanized metal, to a minimum thickness of 2.5 mil thickness. Paint shall be applied in a controlled shop environment and on-site painting shall be kept to a minimum.
3. Color to be semi-gloss black.

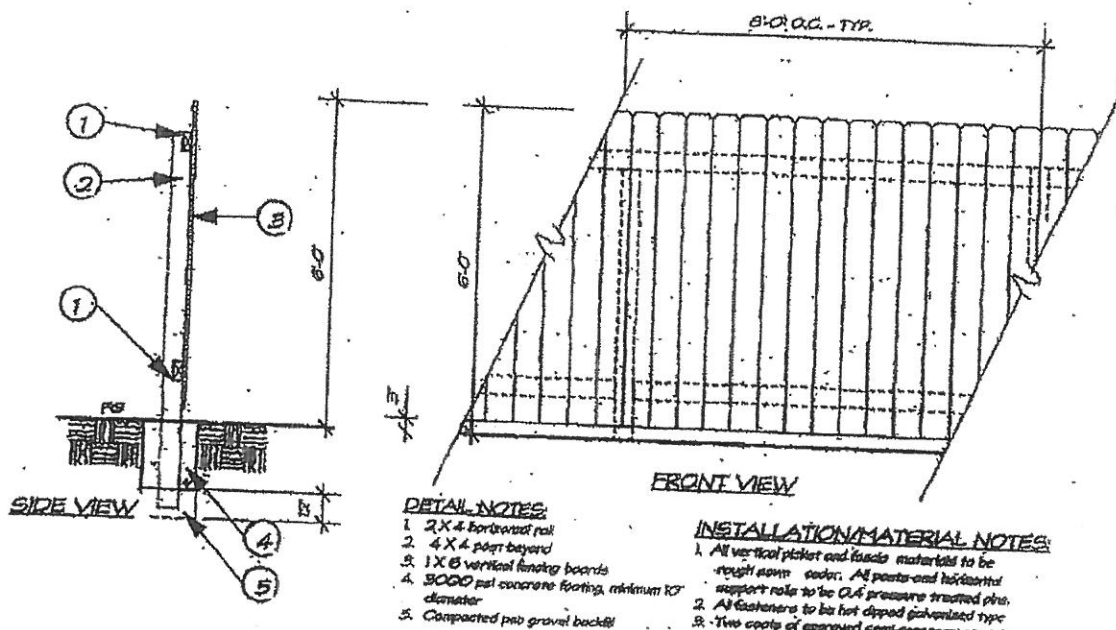
5'-0" METAL FENCE AND GATE

# APPENDIX D



- INSTALLATION/MATERIAL NOTES:
1. Alternate 8'-0" panel sections
  2. See standard wood fence for additional notes and installation comments

## 'GOOD NEIGHBOR' FENCING LAYOUT



- DETAIL NOTES:
1. 2" X 4" horizontal rail
  2. 4" X 4" post beyond
  3. 1" X 6" vertical fencing boards
  4. 8000 psi concrete footing, minimum 10" diameter
  5. Compacted pea gravel backfill

- INSTALLATION/MATERIAL NOTES:
1. All vertical picket and fascia materials to be rough sawn cedar. All posts and horizontal support rails to be Q.A. pressure treated plus.
  2. All fasteners to be hot dipped galvanized type.
  3. Two coats of approved semi-transparent stain (see guidelines)

## STANDARD 6'-0" HIGH WOOD FENCE

ER 020 - 34 - 0946

20100493950  
# Pages 16  
11/18/2010 09:14:25 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
BEVERLY KAUFMAN  
COUNTY CLERK  
Fees 72.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

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.



*Beverly Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**SECOND AMENDMENT  
TO THE RESTRICTIVE COVENANTS OF THE  
SEVEN OAKS NORTH SUBDIVISION**

STATE OF TEXAS                   §

COUNTY OF HARRIS               §

This Second Amendment to the Restrictive Covenants of the Seven Oaks North Subdivision (the "Second Amendment") is executed on the dates below to be effective upon recordation with the County Clerk of Harris County, Texas.

**I.**

**Recitals**

WHEREAS, a Declaration of the Restrictive Covenants of the Seven Oaks North Subdivision was filed on September 4, 2007, under Harris County Clerk's File No. 20070541806 (the "original Deed Restrictions"), for the purpose of establishing a uniform plan of development for the Seven Oaks North Subdivision (the "Subdivision"), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 608256 of the Map Records of Harris County, Texas;

WHEREAS, the original Deed Restrictions were amended by that certain First Amendment to the Restrictive Covenants of the Seven Oaks North Subdivision recorded on November 18, 2010, under Harris County Clerk's File No. 20100493950 (the "First Amendment," and together with the original Deed Restrictions, the "Deed Restrictions");

WHEREAS, Newport Seven Land Company, LLC, a Texas limited liability company (the "Declarant"), is the Declarant under the Deed Restrictions;

WHEREAS, the Declarant desires to further amend the Deed Restrictions in order to alter the specifications for certain fencing that is required to be built between certain Lots in Block 2 of the Subdivision;

WHEREAS, as the Declarant and owner of 80 lots in the Subdivision (out of 84 total lots in the Subdivision [the "Lots"] owned by one or more owners [the "Owners"]), Declarant is a member in the Association and may cast 80 of 84 total

votes held by members ("Members/Owners") in The New Property Owner's Association of Newport, Inc., a Texas non-profit corporation (the "Association");

WHEREAS, a meeting of Owner/Members was held on February 15, 2011, to approve the amendments to the Deed Restrictions set forth in this Second Amendment; and the amendments were approved and adopted at the meeting by the vote of Owners/Members owning more than of 75% of the Lots in the Subdivision.

NOW, THEREFORE, the Deed Restrictions are hereby further amended by this Second Amendment.

## II.

### Amendments

The following new Paragraph 2(p) is hereby added to Section D:


p. *Metal Fencing to Allow Drainage.* Notwithstanding Paragraph 2(o) above, a portion of the side fencing built between certain Lots in Block 2 of the Subdivision shall be built in accordance with the additional specifications set forth on the attached Appendix E. In this regard, the back four feet (4') of the side fence built on the impacted Lots must be constructed of metal where such fencing extends over that certain drainage easement established by that certain Seven Oaks North Subdivision Amending Plat No. 1 recorded under Harris County Clerk's File No. 20100542090 (marked 14' U.E./D.E.). This provision applies to Lots Fifty-Two (52) through Sixty-Five (65), inclusive, in Block 2 and to Lots Sixty-Seven (67) through Seventy-Nine (79), inclusive, in Block 2. This provision does not apply to Lot 66, Block 2. The purpose of these additional requirements is to provide for fencing that will not impede the flow of water through the drainage/swale easement. Such fencing shall meet the additional specifications shown on Appendix E attached hereto and shall be uniform in appearance and kept in good condition.

Executed on the dates set forth below.

### Declarant:

Newport Seven Land Company, LLC, a  
Texas limited liability company

By:

  
John B. Howenstine, Manager

**Agreed and acknowledged:**

The New Property Owner's Association  
of Newport, Inc., a Texas non-profit corporation

By: [Signature]  
Name: Dennis P. Kingston  
Title: President

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was executed before me on  
February 16, 2011, by DENNIS KINGSTON,  
PRESIDENT of The New Property Owner's Association of  
Newport, Inc., a Texas non-profit corporation, on its behalf.



[Signature]  
Notary Public, State of Texas

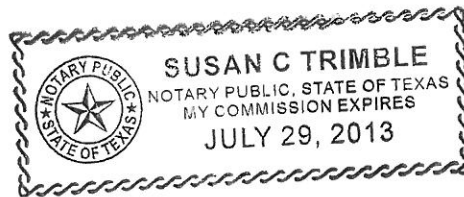
STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was executed before me on  
February 16, 2011, by John B. Howenstine, Manager of Newport Seven Land  
Company, LLC, a Texas limited liability company, on its behalf.

Susan C Trimble  
Notary Public, State of Texas

After recording, return to:

Jeffrey L. Gilman  
Coats Rose Yale Ryman & Lee, P.C.  
3 E. Greenway Plaza, Suite 2000  
Houston, Texas 77046



# Seven Oaks North Exhibit Fencing Treatment Drainage/Swale Easement

Note: No planting or landscaping to be located within drainage easement at rear property line.

