

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

WE, THE MEMBERS of the Board of Trustees of the Lexington Woods North Community Association, a Texas non-profit corporation (the "Association"), do hereby unanimously and severally vote for, adopt, approve and consent to the following resolution and the actions contemplated thereby:

Resolution Regarding Deed Restriction Enforcement
Topic: Nuisance Violations

WHEREAS, Article II, Section 10 of the Declaration of Covenants, Conditions and Restrictions for Lexington Woods North disallows annoyances and nuisances, to wit:

"No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereof which may become an annoyance to the neighborhood."

AND WHEREAS, in accordance with Article VI, Section 1(e) of the By-Laws of the Association, which gives the Board of Trustees of the Association the power to exercise for the Association all power, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the governing documents of the Association, the Board of Trustees wishes to identify, without limitation, certain conditions as a nuisance;

AND WHEREAS, for the purpose of understanding and consistency in enforcement of the deed restrictions, the Board of Trustees desires to specify its intentions in interpreting those events, conditions or activities which constitute a nuisance to community;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Association does hereby adopt the following standards and rules for interpretation of such conditions which pose nuisances to the community.

1. Definition

The term "nuisance" is used herein synonymously with noxious or offensive activity, meaning any activity which may be or may become an (ongoing) annoyance to the neighborhood or to other owners. A Nuisance, from the perspective of the Association, shall be an incident involving more than two (2) Lot Owners. Any dispute generated between two (2) Owners shall be deemed by the Association as a private property matter and shall be the responsibility of the respective parties to remedy.

2. Yard Maintenance

The upkeep of grass and landscaping around residences impacts the look and the property values of the entire community. It is considered to be a nuisance for any of the following conditions to persist:

- a) grass and/or weeds allowed to grow to a height greater than 6 (six) inches;
- b) any plantings, including grass, allowed to grow more than 6 (six) inches beyond the

edge of the grass onto an adjacent sidewalk, including all parkways, or allowed to grow over a curb far enough to touch the street; and/or

- c) failure to maintain (weed) flower beds or to remove dead shrubs, trees or tree limbs;
- d) trees growing into or over the street to the extent that they interfere with traffic.

Further, whereas the Association does not require approval by its architectural review committee for each landscape installation, the Association reserves the right to require such approval if such installation is inappropriate for the neighborhood, as evidenced by neighbor complaints.

3. Exterior Maintenance

The upkeep of the exterior of the residence and of its garage or other appurtenances impacts the look and the property values of the entire community. It is considered to be a nuisance for any of the following conditions to persist:

- a) sagging or falling rain gutters, shutters, fascia board, window screens, window trim, garage doors, patio covers, fences or decks;
- b) severely broken concrete sidewalks or driveways;
- c) broken windows, privacy fences, gas lights, and basketball goals which are not usable due to poor repair or missing parts;
- d) the accumulation of excessive mildew on any structure in public view;
- e) failure to restore weathered, faded, or peeling exterior paint.
- f) aluminum foil or newspapers displayed in windows of the residence or garage.
- g) holiday lights or other holiday decorations displayed out of season (this includes the display of holiday light clips or other types of holders).
- h) swimming pool and/or other water features which do not circulate clean water.

Further, for emergency vehicle purposes, the Association strongly recommends that each owner clearly display the street number of his/her property.

4. Window / Wall Type Air Conditioner Units may not be maintained in public view from the street in front of the residence.

5. Parking on Grass

Using any portion of a residential lot other than a concrete pad area for the parking of any vehicle negatively impacts the look and the property values of the entire community. It is considered to be a nuisance for vehicles to be parked at any time on residential lots in areas other than concrete pad areas.

6. Pets / Unrestrained Pets

Unrestrained pets should be confined to the property of the pet owner or maintained on a leash. Pets which are not restrained in this manner typically turn over garbage cans, defecate on other owners' property or in other ways damage or interfere with the property of other residents. Further, unrestrained pets may injure residents of the subdivision or create unnecessary fear among residents due to their unpredictable behavior. It is considered to be a nuisance for any owner to fail to either confine his pet to his property or maintain the pet on a leash when not on his property. It is also considered to be a nuisance if the number of pets per household exceeds three (3) adult animals.

7. Noise

Excessive noise is deemed detrimental to the enjoyment of residence in the community. Owners who wish to issue complaints regarding excessive noise created by other owners will be asked to involve the local peace officer to try to settle the dispute prior to any action being taken under deed restriction enforcement.

8. Tree Stakes

Owners must remove tree stakes from their property at such time as (a) the tree stakes remain unattached to the tree for 1 month or more; or (b) the formerly staked tree is removed; or (c) the staked tree reaches a trunk caliper of 4 (four) inches in diameter.

9. Complaints

Attention will be paid to complaints which are called in to the Association's office, whether or not the caller wishes to remain anonymous. Where possible, the Manager will visit the site of the complaint and verify the alleged nuisance prior to sending any notice.

IN WITNESS of our unanimous vote for, approval and adoption of, and consent to the foregoing resolution, we have caused this Written Resolution to be executed by the President of the Lexington Woods North Community Association.

Executed on this 16 day of SEP, 2013.

Mark McKown

Mark McKown, President, Lexington Woods North C.A.

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BEFORE ME, the undersigned notary public, on this day personally appeared Mark McKown, President of Lexington Woods North Community Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 16th day of Sept., 2013, to certify which witness my hand and official seal.

Nicole Yvette Mascorro
Notary Public in and for the State of Texas

Recorded Copy to:

Lexington Woods North Community Association
c/o Community Asset Management, Inc.
9802 F.M. 1960 Bypass-W., Ste. 210
Humble, TX 77338

