

to sue or claim against the entities and persons referred to in this section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons from each and every such cause of action.

IV. HIGHER RESTRICTIONS – SUBSEQUENT CONVEYANCE

The undersigned or other owner of any lot to lots in **KODIAK CROSSING SECTION ONE** may provide more onerous restrictions in any deed to any particular lot, whether by increasing the floor space requirements or by other changes, so long as said changes work to raise the architectural and living standards applicable to said lot and are incorporated in the deed or other instrument at or prior to the time of passage of title.

V. REMEDIES FOR VIOLATION

Violation of any restrictions, condition or covenant affecting any lot as provided herein shall vest in the undersigned the right to enter upon such lot and similarly abate or remove the same at the expense of the owner or owners of said lot and such entry, abatement, or removal shall not be deemed a trespass and the remedy provided for herein shall be cumulative of and in addition to all other remedies which the undersigned may have, and not in lieu thereof, and shall be in addition to the remedies of the other lot owners affected by these restrictions, conditions and covenants.

VI. MODIFICATIONS – AMENDMENTS

The undersigned shall have and hereby reserves the right to modify and amend these restrictions, conditions and covenants with reference to location, setback or materials used in any of the improvements within the Subdivision and the direction which the same shall face to such extent as it deems for the best interests of the Subdivision as a whole. Such modifications and amendments, if any, shall be in writing.

VII. TERM OF RESTRICTIONS: ENTITLEMENT THEREUNDER

These restrictions and conditions shall be covenants running with the land and shall be binding on all parties and persons owning any of the lots in **KODIAK CROSSING SECTION ONE** from the date hereof until the same are changed or removed in accordance with the provisions hereof. Each owner of any lot or lots herein shall have the right to enforce these restrictions, conditions and covenants at law or in equity against the person or persons violating or attempting to violate any part hereof.

The then owners of record of three-fifths (3/5) of all of the lots in **KODIAK CROSSING SECTION ONE**, (regardless of the square foot area or perimeter dimensions of the respective lots), may, by a written instrument executed and filed of record in the Office of the County Clerk of Harris County, Texas, not more than six (6) months prior to June 1, 2045, or executed and this filed of record not more than six (6) months prior to June 1 of any ten-year period after June 1, 2045, change these restrictions, conditions and covenants in whole or in part, as to any or all of said Subdivision. The execution of said written instrument shall include acknowledgements thereof in the manner entitling the same to be placed of record, but said instruments need not all be under one cover but may be several different instruments.

Unless a change be made according to the provisions hereof and an additional term of covenants thereby established, the restrictions, conditions and covenants hereof shall automatically renew for successive periods of ten years after June 1, 2045.

VII. SEVERABILITY

It is hereby declared to be the intent of the maker hereof to create and covenant each separate provision hereof independently in its operative effect of all other provisions, and the fact that any article, section, paragraph, sentence, clause, word or part of this instrument shall be declared invalid or unconstitutional by final judgment of any court of competent jurisdiction shall in no event affect any other article, section, paragraph, sentence, clause, word or part of this instrument, and it is hereby declared to be the intent of the maker hereof to have created and covenanted each article, section, paragraph, sentence, clause, word or part hereof may be declared invalid or unconstitutional.

VIII. KODIAK CROSSING HOMEOWNERS ASSOCIATION, INC.

A. ORGANIZATION

Declarant has heretofore caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance charge funds, enforcement of the Declaration, providing for the maintenance, preservation and architectural control (when the powers of the Committee terminate and the Committee's powers vest in the Association) within the subdivision, the general overall supervision of all of the affairs and well being of the subdivision and the promotion of the health, safety and welfare of the residents within the subdivision.

B. BOARD OF DIRECTORS

The Association acts through a Board of Directors, which manages the affairs of the Association as specified in the By-Laws of the Association.

C. MEMBERSHIP

Every owner of a lot shall be a member of the Association. Lot ownership is the sole requirement for membership and no owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to the lot.

D. VOTING

The Association shall have two classes of voting membership with respect to the Subdivision covered by this Declaration;

(1) (A) CLASS A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one individual or entity holds an ownership interest in a lot, all such persons shall be members, but in no event shall they be entitled to more than one vote with respect to that particular lot.

(B) Eligibility. Eligibility to vote or serve as a representative, director or officer of the Homeowners Association shall be predicated upon a Member being in good standing with the Homeowners Association. To be in good standing, the Member must (i) have all assessments of every type and category paid up to date and have no outstanding financial obligations to the Homeowners Association that are delinquent and (ii) not be in violation of this Declaration or any deed restriction affecting such Member's Lot as determined by a vote of a majority of the Board of Directors.

(2) CLASS B. Class B members shall be the Developers. Class B members shall be entitled to five (5) votes for each lot owned. The Class B ownership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: (i) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or (ii) on January 1, 2024. However, if Class B membership has automatically converted to one vote per lot owned, it shall automatically revert to five votes per lot owned in the event additional lots are subjected to the jurisdiction of the Association such that the Declarant owns more than twenty-five percent (25%) of all lots.

IX. COVENANT FOR MAINTENANCE ASSESSMENTS

A. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

The Developer for each lot within the subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each owner of any lot which shall be or thereafter become

assessable, by acceptance of a Deed therefore, whether or not it shall be express in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay to the Association the following:

- (1) Annual assessments of charges; and
- (2) Special assessments for capital improvements.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the lot against which such assessments or charges are made. Each such assessment or charge, together with such interests, costs and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such lot. Upon a transfer of a lot, the assessments accrued to the date of transfer must be paid in full.

B. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the purpose of prompting the recreation, health, safety and welfare of the residents of the subdivision. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving alleyways, sidewalks, paths, parks, parkways, perimeter fence and esplanades in the Subdivision; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expense incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the mowing of vacant lots in the subdivision, mowing and maintenance of Detention Area and the planting and upkeep of trees, grass and shrubbery on esplanades and easements and in the Community Properties; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the subdivision in neat and good order, or which they consider of general benefit to the owners or occupants of the subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

C. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS.

Until January 1 of the year immediately following the date of commencement of the first annual assessment as determined by the Board of Directors, the maximum annual assessment shall be \$320.00 per lot per year. From and after the first day of January of the year immediately following the date of commencement of the first annual assessment, the maximum annual assessment may be increased by the Board of Directors of the Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by Department of Labor, Washington, D.C., or any successor publication, for the preceding month of July or alternatively, by an amount equal to a ten percent (10%) increase over the prior years annual assessment, whichever is greater, without a vote of the members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula or the above-mentioned percentage increase only by approval of two-thirds (2/3) of each class of members in the Association present and voting at a meeting duly called for this purpose. In lieu of notice and a meeting of members as provided in the By-Laws of the Association, a door to door canvass may be used to secure the written approval of two-thirds (2/3) of each class of members for such increase in the annual assessment or in the special assessment for capital improvements as provided below. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the office of the County Clerk of Harris County, Texas. After consideration

of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the members.

D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Community Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of the Members as set forth in Section 3 above.

E. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 OR SECTION 4 HEREIN

The quorum for any action authorized under Sections 3 or 4 herein shall be as follows:

At any meeting of the Association, the presence at the meeting of Members, or of proxies, entitled to cast ten percent (10%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

F. RATES OF ASSESSMENT

Both annual and special assessments on all lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to lots that are owned by Declarant or a builder and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each lot shall change as the character of ownership and the status of occupancy changes.

G. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT

The annual assessment provided for herein shall commence as to all lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall, subject to the limitations contained in Article IV, Section 3 above, fix the amount of the annual assessment to be levied against each lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every owner whose lot is subject to the payment thereof. The annual assessment shall be due and payable in advance on the first day of January. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular lot is binding upon the Association as of the date of its issuance.

H. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charges are not paid within thirty (30) days after the due date, the Association may bring an action at law against the owner personally obligated to pay the same, or to foreclose the Vendor's Lien herein retained against the lot. Interest accruing on past due assessments at the maximum rate permitted by law, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such owner, by his acceptance of a Deed to a lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the

Association either judicially or non-judicially by power of sale, and such owner expressly grants to the Association a power of sale in connection with the non-judicial foreclosure of the Vendor's Lien. Non-judicial foreclosure shall be conducted by notice and posting of sale in accordance with the then applicable laws of the State of Texas. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Properties or abandonment of his lot.

I. SUBORDINATION OF THE LIEN TO MORTGAGES

As hereinabove provided, the title to each lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Association, but the Vendor's Lien shall be subordinate to any valid purchase money lien or valid lien securing the cost of construction of home improvements. Sale or transfer of any lot shall not affect the Vendor's Lien provided, however, the sale or transfer of any lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or the owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the Vendor's Lien herein retained to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

J. EXEMPT PROPERTY

All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no lot which is used as a residence shall be exempt from said assessments and charges.

EXECUTED this the 12th day of June, 2015.

**KODIAK CROSSING I LTD, A TEXAS LIMITED
PARTNERSHIP BY AND THROUGH ITS GENERAL
PARTNER KODIAK CROSSING LLC, A LIMITED
LIABILITY COMPANY**
1802 Preston Avenue
Pasadena, Texas 77503

ZOR

By: *Earl W. Wilburn Jr.*
EARL W. WILBURN, JR., Manager

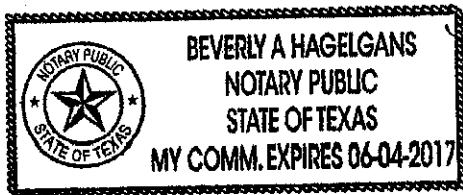
THE STATE OF TEXAS

COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared EARL W. WILBURN, JR., Manager of KODIAK CROSSING I LTD, A TEXAS LIMITED PARTNERSHIP BY AND THROUGH ITS GENERAL PARTNER KODIAK CROSSING LLC, A LIMITED LIABILITY COMPANY on behalf of same, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of JUNE, 2015.



Beverly A Hagelgans
Notary Public in and for the
State of TEXAS

✓
Ret: Kodiak Crossing I LTD
1802 Preston Ave
Pasadena, TX 77503
attn: Earl Wilburn

FILED

2015 JUN 24 AM 11:00

Stan Stewart
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 herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

JUN 24 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS