

## **THE ARCHITECTURAL CONTROL COMMITTEE**

Over the past 10-15 years, the communities that have consistently enforced their deed restrictions are the communities in which owners have benefited from the highest possible property values. Deed restrictions and deed restriction enforcement are the primary ways to protect, preserve, and enhance property values and to ensure that property owners maintain their property to the highest possible standards. Although restrictions generally have a negative connotation, the uniform compliance and enforcement of deed restrictions enhance every individuals' property values.

An important part of deed restriction enforcement is handled through the Architectural Control Committee (ACC). Deed restrictions require any modifications of the property to be reviewed and approved by the ACC or Board. The ACC helps to ensure that the community standards will be upheld.

The ACC reviews applications submitted by homeowners for modifications. Changes may be as small as the installation of basketball goals or the complete construction of a home. The ACC is responsible for making sure the modifications comply with the deed restrictions, including side and rear setback restrictions, height allowances, colors, and improvements, such as landscaping, swimming pools, play forts, patio covers, flagpoles, and any other improvements.

An application describing the proposed improvement, including a plot plan, must be presented to and reviewed by the ACC. The form of application is available from the HOA of West Fork website at <http://www.westforkhoa.org> or may be obtained from Association Management, Inc.'s website at <http://www.amitx.com>. The application is either approved or denied by the ACC. The process usually takes no more than 30 days. It should be noted that, once a modification has been approved, that decision could change the entire appearance of the community. For instance, should the committee allow an elevated sun deck on a home, it could open the door to allow unwanted modifications to patio or covered areas which might not be in the best interest of the community as a whole.

As the deed restrictions may be subject to interpretation, many associations establish a set of guidelines to help the committee make informed decisions. Guidelines may be as general as to allow for a "composition roof" to that of naming specific products which may be allowed. The guidelines establish the parameters for which modifications may be approved or denied. Copies of the guidelines for your community are also available at the community website or may be obtained from AMI.

If the application is denied, the homeowner has the right to appeal the ACC decision to the Board of Directors. The Board has the final authority and responsibility to approve or deny the appeal. Their decision is final.

Owners are urged to submit applications for ACC approval before commencing any modifications to their homes. Commencing modifications without prior approval could result in unnecessary expense, inconvenience, and unpleasantness for all concerned. Do not hesitate to contact Association Management, Inc. at (281) 681-2000 should you have any questions in regard to the ACC procedures or any other aspect of the management of your Association.

SECTION 1.2 ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee established and empowered in accordance with Article IV of the Declaration.

SECTION 1.3 ARTICLES OF INCORPORATION - The Articles of Incorporation of the Association.

SECTION 1.4 ASSOCIATION - HOMEOWNERS ASSOCIATION OF WEST FORK, INC., a Texas non-profit corporation, its successors and/or assigns.

SECTION 1.5 ASSESSMENT - An Annual Assessment, a Special Assessment or a Reimbursement Assessment.

SECTION 1.6 BOARD OR BOARD OF DIRECTORS - The Board of Directors of the Association as elected in accordance with the Articles of Incorporation and the Bylaws.

SECTION 1.7 BUILDER - Each Owner who is in the construction business or Person who regularly engages in the construction business who is constructing improvements for an Owner.

SECTION 1.8 BYLAWS - The Bylaws of the Association, as same may be amended from time to time.

SECTION 1.9 COMMON AREAS - All of the Subdivision other than the Lots and the unrestricted reserves shown on the Plat, together with any other common areas described on the Plat. The Common Area may be owned by (a) the Association for the benefit of and for the common use and enjoyment of the Owners of Lots in the Subdivision; or (b) Declarant, for the common use and enjoyment by those Owners of Lots in the subdivision entitled to use such Common Area, until such time as Declarant conveys fee simple title to such Common Area to the Association.

SECTION 1.10. DECLARANT - Shall mean and refer to Taylor-Brown, L.P., its successors and assigns so designated in writing by Taylor-Brown, L.P. No person or entity merely providing loans to or purchasing (in the ordinary course of such purchaser's business) one or more Lots from Taylor-Brown, L.P. shall be considered a "Declarant".

SECTION 1.11. DECLARATION - The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots in the Subdivision set out in this instrument or any amendment thereto.

SECTION 1.12. DEVELOPER - Taylor-Brown, L.P., a Texas Limited Partnership, also the Declarant in this instrument.

SECTION 1.13. DWELLING UNIT - A residential building designed for, and limited and restricted to, occupancy by a single family on a Lot, not including an accessory building or garage.

SECTION 1.14. ELECTION DATE - The earliest of the dates when (a) Declarant shall have sold all of its interests in all of the Lots in the Subdivision; (b) ten (10) years have lapsed from the date of recordation of this Declaration; or (c) Declarant by written notice to the Board notifies the Board of its election to cause the Election Date to occur.

Section 1.15. GOLF COURSE - Any golf course that adjoins, abuts or is adjacent to any Lot within the Subdivision.

SECTION 1.16. IMPROVEMENT TO PROPERTY - Includes, without limitation: (a) the construction, installation or erection of any building, structure, fence, or other Improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, fence, or other Improvements; (c) the grading, excavation, filling, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion, change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration, Minimum Construction Standards, or the Rules and Regulations of the City of Conroe or Montgomery County.

SECTION 1.17. IMPROVEMENTS - All structures and any appurtenances thereto of every type or kind, which are visible on a Lot, including, but not limited to: buildings, outbuildings, swimming pools, spas, hot tubs, patio covers, awnings, painting of

any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, garages, roads, driveways, parking areas, fences, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, poles, signs, exterior tanks, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or dish, microwave television antenna, and landscaping that is placed on and/or visible from any Lot.

SECTION 1.18. INGRESS AND EGRESS - The act or right of property Owners, developers and/or builders, the guests of each hereinbefore mentioned and the public in general, to enter, access, go upon and return from the Common Areas and/or their respectively owned Lots located in the Subdivision.

SECTION 1.19. LOT - Each of the Lots shown on the map or plat of the Subdivision.

SECTION 1.20. MAINTENANCE FUND - Any accumulation of the annual maintenance assessments collected by the Association in accordance with the provisions of the Declaration and any Supplementary Declaration annexing additional residential property to the Subdivision and interest and other sums and revenues collected by the Association pursuant to this Declaration and any such Supplementary Declaration.

SECTION 1.21. MEMBER OR MEMBERS - All Owners of Lots who are members of the Association as provided in Article III of this Declaration and any Supplementary Declaration annexing residential property to the Subdivision.

SECTION 1.22. MINIMUM CONSTRUCTION STANDARDS - Minimum Construction Standards are those standards as approved from time to time by the Architectural Control Committee concerning Improvement to the properties.

SECTION 1.23. MORTGAGE - A Deed of Trust or other security instrument given by an Owner to secure payment of a loan duly recorded in the Montgomery County Clerk's office.

SECTION 1.24. MORTGAGEE - Beneficiary under Mortgage.

SECTION 1.25. OWNER - Any Person, as herein defined and including Declarant, having record fee simple title to a Lot.

SECTION 1.26. OTHER LOTS - A single Lot or multiple Lots located in the Subdivision that are owned by Owners different from the Owner asserting the rights and/or protections set forth in the Declaration of Covenants, Conditions and Restrictions.

SECTION 1.27. PERSON - A natural person, corporation, partnership, or any other legal entity.

SECTION 1.28. PLAT - The official plat of West Fork, Section One, filed for record in Film Code No. 2002063277 of the Map Records of Montgomery County, Texas.

SECTION 1.29. PLANS - The final construction plans and specifications for any dwelling unit or improvement of any kind to be erected, placed, constructed, or planted on any portion of the Property.

SECTION 1.30. PROPERTY - All that certain property known as West Fork, Section One per the Plat thereof.

SECTION 1.31. REIMBURSEMENT ASSESSMENT - A charge against an Owner for the purposes of reimbursing the Association for expenditures and costs incurred in curing any violation of these Restrictions or Rules or Regulations, or otherwise pursuant to Section 7.8 hereof.

SECTION 1.32. RULES AND REGULATIONS - Such rules and regulations as the Association may promulgate from time to time with respect to the Subdivision, which may include reasonable provisions for fines for violation of such Rules and Regulations.

SECTION 1.33. SPECIAL ASSESSMENT - A charge against each Owner and his Lot representing a portion of the cost to the Association for the purpose of funding major capital repairs, maintenance, and replacement of Improvements, imposed pursuant to Section 7.4 hereof.

SECTION 1.34. SUBDIVISION - All the certain real property located within Montgomery County, Texas, as reflected on the Plat.

use of any recreational facilities in the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or Member's family, guest, or tenants, unless the breach is a continuing breach in which case, such exclusion shall continue for so long as such breach continues; (e) by suspension, after notice, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or Member's family, guests, or tenants, of this Declaration or such Rules and Regulations unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (f) by levying and collecting after notice, a Reimbursement Assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants; and (g) by levying and collecting, after notice, reasonable and uniformly applied fines as established in advance in the Rules and Regulations of the Association, from any Member, and such Member's family, guests, or tenants, for the breach of this Declaration or such Rules and Regulations.

SECTION 3.8 POWER TO GRANT EASEMENTS - Declarant, while Declarant owns the Common Area and thereafter the Association, shall have the power to grant access, utility, drainage, water, facility, cable television, and other such easements in, on, over, or under the Common Areas.

ARTICLE IV  
ARCHITECTURAL APPROVAL

SECTION 4.1. ARCHITECTURAL CONTROL COMMITTEE. As used in this Declaration, the term "Architectural Control Committee" shall mean a committee of three (3) members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all three (3) members until the earlier of (a) the date the last Lot owned by Declarant is sold (except in connection with a conveyance to another party that is a successor as Declarant); or (b) such date as the Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint all members. Members of the Architectural Control Committee may, but need not be, Members of the Association. Members of the Architectural Control Committee appointed by Declarant may be removed at any time and shall serve until resignation or removal by

Declarant. The initial Members of the Architectural Control Committee are Suzan E. Taylor, N. M. Brown and Robert M. Allen. Members of the Architectural Control Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The Architectural Control Committee shall have the right to designate a Committee Representative by recordation or a notice of appointment in the Official Public Records of Real Property of Montgomery County, Texas, which notice must contain the name, address, and telephone number of the Committee Representative. All third parties shall be entitled conclusively to rely upon such person's actions as the actions of the Architectural Control Committee itself until such time as the Architectural Control Committee shall record a notice of revocation of such appointment in the Official Public Records of Real property of Montgomery County, Texas.

SECTION 4.2. APPROVAL OF IMPROVEMENTS REQUIRED - The approval of a majority of the members of the Architectural Control Committee or the approval of the "Committee Representative" shall be required for any Improvement to Property before commencement of construction of such Improvement to Property, other than an Improvement to Property made by Declarant.

SECTION 4.3. ADDRESS OF COMMITTEE - The address of the Architectural Control Committee shall be at the principal office of the Association.

SECTION 4.4. SUBMISSION OF PLANS - Before commencement of work to accomplish any proposed Improvements to Property, the Applicant proposing to make such Improvement to Property shall submit to the Architectural Control Committee at its offices copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Architectural Control Committee reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as may be more particularly described from time to time in any Minimum Construction Standards adopted by the Architectural Control Committee. The Architectural Control Committee may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt

by the Architectural Control Committee of all required materials in connection with the proposed Improvement to Property, the Architectural Control Committee may postpone review of any materials submitted for approval. Notwithstanding the above, a Builder's plan for Improvements, once approved, shall not be required to be resubmitted for approval unless such plans are modified or changed. In such event, the Architectural Control Committee will not unreasonably withhold or delay its approval of any plans submitted as provided under this Declaration.

SECTION 4.5. CRITERIA FOR APPROVAL - The Architectural Control Committee shall approve any proposed Improvement to Property only if it determines in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Subdivision as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Subdivision, including, without limitation, quality and color of materials and location with respect to topography and finished grade elevation; that the Improvement to Property will comply with the provisions of this Declaration and any applicable plat, ordinance, governmental rule, or regulation; that the Improvements to Property will not detract from the beauty and attractiveness of the Subdivision or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The Architectural Control Committee is specifically granted the authority to disapprove proposed Improvements because of the unique characteristics or configuration of the Lot on which the proposed Improvement would otherwise be constructed, even though the same or a similar type of Improvement might or would be approved for construction on another Lot. The Architectural Control Committee may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as the Architectural Control Committee may deem appropriate.

SECTION 4.6. MINIMUM CONSTRUCTION STANDARDS - The Architectural Control Committee from time to time may supplement or amend the Minimum Construction Standards, which provide an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvements.

SECTION 4.7. DECISION OF COMMITTEE - The decision of the Architectural Control Committee shall be made within thirty (30) days after receipt by the Architectural Control Committee of all materials required by the Architectural Control Committee, or within seven (7) business days of receipt of a Builder's request involving a plan for improvements previously approved. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Property, the reasons therefor shall be stated. The decision of the Architectural Control Committee promptly shall be transmitted to the Applicant at the address furnished by the Applicant to the Architectural Control Committee. Any request for approval of a proposed Improvement to Property shall be deemed approved the Architectural Control Committee unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Architectural Control Committee within thirty (30) days after the date of receipt by the Architectural Control Committee of all required materials; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement to Property that violates any provision of this Declaration or the Minimum Construction Standards. The Architectural Control Committee shall at all times retain the right to object to any Improvement to Property that violates any provision of this Declaration or the Minimum Construction Standards.

SECTION 4.8. PROSECUTION OF WORK AFTER APPROVAL - After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed Improvement to Property within nine (9) months after the date of approval or such other period of time as shall have been authorized in writing by the Architectural Control Committee (unless an extension has been granted by the Architectural Control Committee in writing). No Improvement to Property shall be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Dwelling Unit, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior. Failure to so prosecute the approved Improvement will negate such approval.

SECTION 4.9. INSPECTION OF WORK - The Architectural Control Committee or its duly authorized representative shall have the right to inspect any Improvement to Property before or after completion.

SECTION 4.10. NOTICE OF NONCOMPLIANCE - If, as a result of inspections or otherwise, the Architectural Control Committee finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the description and materials furnished by the Applicant to the Architectural Control Committee, or has not been completed within the required time period after the date of approval by the Architectural Control Committee, the Architectural Control Committee shall notify the Applicant in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take such actions as may be necessary to remedy the noncompliance within the reasonable period of time set forth therein.

SECTION 4.11. CORRECTION OF NONCOMPLIANCE - If the Architectural Control Committee determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Applicant of the determination of the Architectural Control Committee. If the Applicant does not comply with the Architectural Control Committee ruling within such period, the Architectural Control Committee may, at its option but with no obligation to do so, (a) record a Noncompliance against the real property on which the noncompliance exists in the Official Public Records of Real Property of Montgomery County, Texas; (b) remove the non-complying Improvement to Property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Architectural Control Committee elects to take any action with respect to such violation, the Applicant shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Architectural Control Committee may levy a Reimbursement Assessment for such costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being

understood that no Owner may require the Architectural Control Committee to take such Actions) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

SECTION 4.12. NO IMPLIED WAIVER OR ESTOPPEL - No action or failure to act by the Architectural Control Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee, with respect to any Improvement to Property. Specifically, the approval by the Architectural Control Committee of any Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

SECTION 4.13. POWER TO GRANT VARIANCES - The Architectural Control Committee may authorize variances from compliance with any of the provisions of Article V of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of Improvement to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. Notwithstanding anything contained in this Declaration to the contrary, the Committee Representative shall not have the power to grant a variance. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance; nor shall the granting of any variance affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 4.14. COMPENSATION OF ARCHITECTURAL CONTROL COMMITTEE MEMBERS - The members of the Architectural Control Committee shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

SECTION 4.15. RECORDS OF ACTION - The Architectural Control Committee shall report in writing to the Board of Directors all final action of the Architectural Control Committee and the Board shall keep a permanent record of such reported action.

SECTION 4.16. ESTOPPEL CERTIFICATES - The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Control Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance herewith. Any Person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 4.17. NONLIABILITY FOR ARCHITECTURAL CONTROL COMMITTEE ACTION - None of the members of the Architectural Control Committee, any Committee Representative, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of, the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the Architectural Control Committee, the Committee Representative, any member of the Board of Directors, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Control Committee, the Board of Directors, or otherwise. Finally, neither Declarant, the Association, the Board, the Architectural Control Committee, or

their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same. Notwithstanding the foregoing, the Architectural Control Committee shall have the right to obtain reasonable liability insurance coverage and require the Association to pay the cost of same.

ARTICLE V  
ARCHITECTURAL RESTRICTIONS

SECTION 5.1. DWELLING UNIT SIZE - The ground floor area of any one story Dwelling Unit, exclusive of porches and garages, shall contain not less than two thousand five hundred (2,500) square feet. The ground floor area of any one and one-half story and two story Dwelling Units, exclusive of porches and garages, shall contain not less than one thousand four hundred (1,400) square feet, and the total living area of any one and one-half story single family dwelling, exclusive of porches and garages shall contain not less than two thousand six hundred twenty-five (2,625) square feet.

SECTION 5.2. HEIGHT AND CHARACTER OF DWELLING UNIT - No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than one Dwelling Unit used for single family residential purposes only, as provided in Section 6.2, and not to exceed the lesser of two (2) stories or forty-five (45) feet above the level of the street in front of the Lot in question, and a fully enclosed garage as provided in Section 5.5. Provided further that it shall be permissible to have third-level living space in the Dwelling Unit completely under a sloped roof with dormers or gables or additional levels beneath ground level in the Dwelling Unit, garage, so long as the maximum height of the buildings does not exceed forty-five (45) feet.

SECTION 5.3. LOCATION OF DWELLING UNIT - Except as may be authorized in writing by the Architectural Control Committee, no Dwelling Unit or Improvement shall be located nearer to the front Lot line nor nearer to any side or rear Lot line than as permitted by the recorded Plat of the Subdivision. To provide for uniformity and proper utilization of the building area within the Lots, residences or appurtenant structures on a Lot shall not be less