

NOTICE  
A

**BUILDER GUIDELINES FOR**  
**PARKLAKE VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

I, the undersigned, pursuant to Texas Property Code §202.006 do hereby certify:

That I am a Director of the Parklake Village Homeowners' Association, Inc., (hereinafter the "Association") a Texas nonprofit corporation;


That the document attached hereto as Exhibit "A" is a document that applies to the operation and utilization of property within Parklake Village, a subdivision in Harris County, Texas;

That the property affected by this document is Parklake Village, a subdivision located in Harris County, Texas, initially restricted by the Declaration of Covenants, Conditions and Restrictions for Parklake Village, recorded under Harris County Clerk's File No. T594769, as same has been or may be amended and/or supplemented from time to time and any other property which has been or may be subsequently annexed thereto and subjected to the jurisdiction of the Association; 1EE

That the attached document is a true and correct copy of the original.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 7<sup>TH</sup> day of AUGUST, 2013.

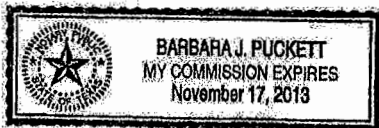
**PARKLAKE VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

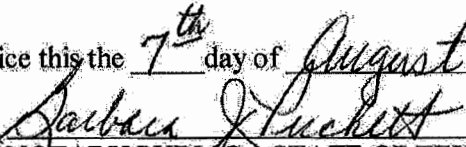
  
Print Name: JOHN WHEELER  
Title: PRESIDENT

STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME the undersigned authority, on this day personally appeared John Wheeler, the President of the Parklake Village Homeowners' Association, Inc., known to me to be the person whose name is subscribed to this document and, being by me first duly sworn, declared that s/he is the person who signed the this document in her/his representative capacity, and that the statements therein contained are true and correct.

Given under my hand and seal of office this the 7<sup>th</sup> day of August, 2013.



  
NOTARY PUBLIC - STATE OF TEXAS

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**EXHIBIT "A"**

1. Builder Guidelines of Parklake Village Homeowners' Association, Inc.

**After recording return to:**

Stephanie Quade  
Roberts Markel Weinberg, P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

**EXHIBIT "A"**

**PARKLAKE VILLAGE BUILDER GUIDELINES**

DATED: October 11, 2007

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## **PARKLAKE VILLAGE BUILDER GUIDELINES**

**Parklake Village is being developed as a single-family residential gated community. Some of the features of the community include a lake, common areas single-family detached residences and a planned club house [under construction], and a future community swimming pool and tennis courts.**

**This document is presented as a minimum set of development Guidelines and standards for the Parklake community. These Guidelines are an aid in the goal that all development within the community contributes in a positive way to the overall quality of the surroundings. The specific purposes of these Guidelines are:**

- To protect and enhance property values**
- To create an orderly and predictable basis for design review and approval, and**
- To encourage high quality design that will achieve a harmonious relationship among neighboring buildings and sites**

**These Guidelines are supplemental to the Declaration of Covenants, Conditions and Restrictions and are to be used in architectural review of builder, developer or owner plans. Non-compliance with these Guidelines is grounds for disapproval of plans. These Guidelines are also for use as standards for future compliance to maintain the integrity of the community. The Architectural Review Committee ("ARC") reserves the right to make changes to these Guidelines from time to time in the future.**

**These Guidelines are created to enhance the investment in property and to provide an attractive environment for people living in Parklake Village.**

**Pursuant to ARTICLE X., STANDARDS AND PROCEDURES, of the Declaration of Covenants Conditions and Restrictions for Parklake Village (the "Restrictions")**

The, ARC shall establish and promulgate the Building Guidelines and/or Architectural Guidelines, which the ARC may modify or amend as it deems necessary and appropriate for the orderly development of the Property and Parklake Village, including, but not limited to, those portions of the Building Guidelines regarding workmanship, materials, building methods, living area square footage, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. The Building Guidelines may be amended by the ARC without notice, but they shall not be applied retroactively to reverse a prior approval granted by the ARC or the Association to any Owner or prospective purchaser of any Homesite. The rules, standards, and procedures set forth in the Building Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner and any other restriction set forth in these Restrictions. These standards set forth the process and rules and regulations regarding the submission of applications for review.

1. Pursuant to ARTICLE VIII., ARCHITECTURAL RESTRICTIONS of the Restrictions, the Declarant, if there shall still be one and the Association Board of Directors hereby acknowledges the Architectural Reviews having been done by Fadi Semaan through October 11, 2007.

From October 11, 2007 forward, the Board of Directors reserves the right to appoint a three (3) member committee and to appoint replacements as necessary by reason of resignation, removal, or incapacity. Such removal and/or appointment shall be at the sole discretion of the Board of Directors. Pursuant to the Restrictions the Board of Directors shall have the right to review any action or non-action taken by the ARC and shall be the final authority.

Pursuant to the Restrictions, no buildings, additions, modifications or improvements shall be erected, placed or performed on any Homesite until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided. Builder may submit their design plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color that may be used when building each design. The ARC or Board of Directors may, at their sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect experienced and qualified to review same, who may then render an opinion to the ARC or Board of Directors. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the design of the improvement or the ultimate construction thereof. In the event the ARC fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be approved, subject to compliance with these Restrictions. The ARC or its assignee, at its sole discretion and to the extent wherein not expressly prohibited by the Restrictions, is hereby permitted to approve in writing deviations in the general use restrictions in instances where, in its judgment, such

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deviations will result in a more common beneficial use and enhance the overall development plan for the Property. In the event the ARC fails to approve a written request for a deviation in the general use restrictions within thirty (30) days after receipt thereof, such request shall be deemed to be disapproved. The approval of a deviation in the general use restrictions by the ARC does not obligate the ARC to approve a similar deviation at a later time. Notwithstanding any other provision contained herein, any Dwellings, additions, or improvements erected or placed on any Homesite shall be deemed to comply with the building requirements of the ARC and related covenants contained in these Restrictions unless the ARC so notified the Owner in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the ARC to enforce the continuing restriction of use contained herein.

The ARC shall have the authority to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Property, where such actions have not first been reviewed and approved, constitute a violation of these Restrictions, the Building Guidelines or any other documents promulgated by the ARC. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with these Restrictions, Building Guidelines, ARC documents and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided in Article XVI, Section F and may continue to assess such fines until ARC approval is granted or the violation is removed. These Restrictions are

notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved.

Written notice may be delivered to Owner or any agent or contractor with apparent authority to accept same and notice shall be binding on Owner as if actually delivered to Owner.

The ARC or its agents or assigns shall have the right, but not the obligation, to enter the Property to determine if violations of these Restrictions, the Building Guidelines, or any other documents promulgated by the ARC exist. In so doing, the ARC shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

The ARC shall have the right to set time constraints for both the commencement and completion of construction which constraints shall be no less than ninety (90) days [after which date a new approval must be obtained] from approval of the plans to commence construction and nine (9) months from the commencement date to complete construction.

The ARC has the right to charge a reasonable review fee, to be established by the Board of Directors, for review of any plans or specifications submitted for approval to the ARC.

**Elevations:**

There shall be no duplication permitted of any front elevation in the subdivision.  
There shall be no duplication of any rear elevation of lake lots.



**Minimum Square Footage**

All one story Dwellings must contain a minimum of two thousand eight hundred (2,800) square feet of living area which shall not include porches, garages or other non-air conditioned areas. All two story Dwellings must contain a minimum of two thousand (2,000) square feet of living area on the first floor and a minimum of one thousand two hundred (1,200) square feet of living area on the second floor which shall not include porches, garages or other non-air conditioned areas. No less than fifty percent (50%) of the homes in Parklake Village may be two-story homes.

**Roofs**

All homes shall have roof lines (with generally 7/12 pitch) with no more than twenty-five percent (25%) of total roof area less than 7/12 pitch and any less than 7/12 pitch must be on rear area of house.

**Exterior Composition**

The overall exterior of all homes shall be composed of at least sixty percent (60%) brick, stucco or stone.

**Chimney**

The homes must have an enclosed chimney, if the house is designed with a chimney.

**Fencing**

Fencing shall be required on all lots. The location materials and dimensions of all fencing shall be approved before any construction commences.

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Side fencing on lake lots shall be 4' high black wrought iron and shall extend to the bulkhead of each lot. Fencing along bulkhead is optional, but must also be 4' foot high black wrought iron and must be at least 5' from the waters edge at the average height of the lake. Side fencing adjacent to water on corner lake lots must be perpendicular from the front corner of the home extending to the bulkhead.

On non-lake lots fencing 6' cedar may be used but the area between the side lot line and the home must be constructed of 6' wrought iron.

All homes adjoining Highland Knolls or that back up to a school or the clubhouse shall have at least a seven foot (7') fence adjoining Highland Knolls constructed of architectural-grade cedar fence with caps and kickboards. Said fences bordering Highland Knolls shall not exceed eight foot (8') in height.

On lots backing up to a park, the fence may be constructed of either brick/stucco/stone to match house or wrought iron or a combination of the two materials, but the fence must be a height of no less than 4' in height and no more than 6' in height.

#### Mailboxes

All mailboxes must be domed and must match the finish on the house (eg. Stucco/brick/stone). All mailboxes also must be constructed to U.S. Postmaster specifications.

#### Sidewalks and Walkways

All sidewalks must be 4' in width and constructed of concrete if they have decorative brick side edges to match the home. In lieu of concrete brick pavers may be utilized that are the same width but only if brick pavers are also utilized for the driveway

and the walkways. All walkways must be constructed of either stamped concrete, brick pavers or pea gravel.

#### Driveways

All driveways must have decorative edges to match walkways.

#### Docks

No docks, piers, or other structures shall be constructed on or over any body of water within Parklake Village without the prior written approval of the ARC as provided herein. Docks shall be constructed of wood materials only. Approved docks shall be constructed by third party contractors with insurance policies that are acceptable to the Association. Approved docks may protrude a maximum of fifteen feet (15') past the shoreline and shall be limited to a height of one hundred feet (100') above sea level which may be as little as two feet (2.0') above the average height of the lake. Approved docks shall not exceed a total of one hundred fifty (150) square feet. Corner lake lots have the option of building their dock and deck on either side adjacent to the water as long as it is place behind the front building setback line, and meet the square footage requirements for docks.

#### Lighting

Light poles installed in back yard for sports courts or swimming pools are limited to 15' in height and are subject to approval on a case by case basis depending on lot location.

#### Address Markers

All homes must have address markers. They must be placed on the front of the home. Address markers are not permitted on the mailboxes or on the curbs.

### Trees

All lots shall have a minimum of two trees in the front yard with a minimal caliper of four inches measured at a point six inches above grade and for lake lots a minimum of two trees of similar caliper in rear yard.

No trees greater than three (3) caliper inches to be measured at a point six (6) inches above grade shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ARC. In the event of an intentional or unintentional violation, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Association may determine necessary, in its sole discretion, to mitigate the damage.

### Trash Control

Trash receptacles shall be kept on all lots with any construction activity.

### Gate Hours

The gates to the property are open from 6:30 a.m. until 7:30 p.m. seven days per week.

### Care of Lots During Construction

All lots shall be kept mowed and clean at all times, including prior to any construction beginning. The Association is willing to keep all vacant lots mowed and bill each owner the cost of the service.

### Construction Contractor Rules

All builders are responsible for their own storm water prevention plan and shall be responsible for compliance with all local, state and federal laws and regulations.

Streets are to be kept clean of all mud and debris resulting from construction activity.

Storage of materials is to be in a neat and orderly manner and within building setback lines (or as approved by the ARC if not physically possible).

Trash and debris from construction activity should be contained in a dumpster, not larger than 30 yard capacity and placed within the building setback lines and removed/emptied prior to dumpster being filled over its capacity. Debris shall be cleaned from all sites daily.

Loudness of music/entertainment played by workers shall be at levels that will not be a nuisance to residents. Music/entertainment from vehicles located on the streets or the construction site is prohibited.

Nobody is permitted to wash tools and equipment in the lakes.

Adequate bathroom facilities are to be provided on site for all workers. No facilities may be located in the streets or common areas of Parklake Village.

There will be no parking by contractors in the front of any occupied lot unless there is no other spaces available, in which case they shall not block any driveways or mailboxes.

#### **ARTICLE XII.      LIMITATION OF LIABILITY.**

Neither the Association, the ARC, the Board, nor any of the respective officers, agents, managers, partners, directors, members, successors or assigns of the above, shall

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be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties, or to any Owner affected by these Restrictions or Builder Guidelines by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any matters requiring approval hereunder. Approval by the ARC, the Board, or the Association, nor any of its respective officers, agents, managers, partners, directors, members, successors or assigns, is not intended as any kind of warranty or guarantee as to the integrity or workability of the plans nor the contractors used.

These Builder Guidelines, which incorporate portions of the Restrictions and processes for submitting requests for review of plans was approved by those whose signature appears below.

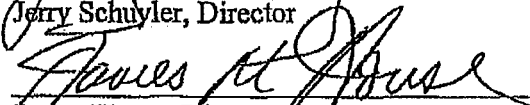
**THE PARKLAKE VILLAGE  
HOMEOWNER'S ASSOCIATION, INC.**

  
Fadi Semaan, Director

  
Afac L. Durrani, Director

  
Khalid Tibari, Director

  
Jerry Schuyler, Director

  
James House, Director

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e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 68.00

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.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS