

**SECOND SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
FOR
KENSWICK HOMEOWNERS' ASSOCIATION**

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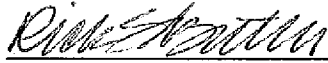
STATE OF TEXAS §
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COUNTY OF HARRIS §

The undersigned, being the authorized representative of Kenswick Homeowners' Association, a property owners' association as defined in Section 202.001 of the Texas Property Code (the "**Association**"), hereby supplements the "Additional Instruments for Kenswick Homeowners' Association" ("**Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on June 11, 2002 under Clerk's File No. V861802, and the "Additional Dedicatory Instruments for Kenswick Homeowners' Association" ("**First Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on December 27, 2011 under Clerk's File No. 20110540286, which Notices were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments: In addition to the Dedicatory Instruments identified in the Notice and the First Supplemental Notice, the following document is a Dedicatory Instrument governing the Association:

- Resolution Regarding Deed Restriction Enforcement
Topic: Nuisance Violations

This Second Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the Dedicatory Instrument attached to this Notice is the original.



Rick S. Butler, authorized representative of
Kenswick Homeowners' Association

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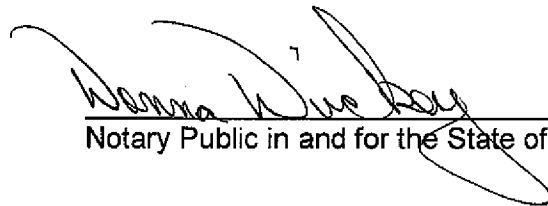
THE STATE OF TEXAS

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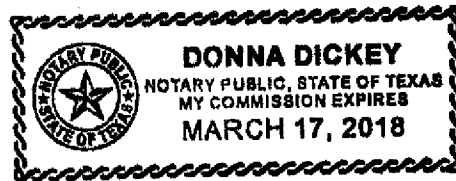
COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Kenswick Homeowners' 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 purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 9th day of September, 2014, to certify which witness my hand and official seal.



Notary Public in and for the State of Texas



Return to:
Rick S. Butler
ROBERTS MARKEL WEINBERG BUTLER HAILEY, PC
2800 Post Oak Blvd., Suite 5777
Houston, Texas 77056

ER 060 - 92 - 1269

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

WE, THE MEMBERS of the Board of Directors of the Kenswick Homeowners' 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 Kenswick prohibits noxious or offensive activities, annoyances or nuisances, to wit:

"No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance 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 Directors 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 Directors wishes to identify, without limitation, certain events, conditions or activities which automatically constitute a nuisance to community;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Association does hereby adopt the following standards and rules for interpretation of such events, conditions, or activities which pose a nuisance 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 activity or 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;
- c) allowing grass to die in front of the residence, and / or failure or refusal to re-sod or

ER 060 - 92 - 1270

- plant grass in bare areas of the front lawn;
- d) failure to maintain (weed) flower beds or to remove dead shrubs, trees or tree limbs; and/or
- e) allowing trees to grow into or over the sidewalk or street to the extent that they interfere with pedestrian traffic or with emergency traffic (hanging lower than 13 feet).

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) swimming pool and/or other water features which do not circulate clean water.

4. Exterior Display

The display of certain items or conditions negatively impacts the drive-by appearance of the residences. It is considered to be a nuisance for any of the following conditions to persist:

- a) holiday lights or other holiday decorations displayed out of season (this includes the display of holiday light clips or other types of holders).
- b) aluminum foil or newspapers displayed in windows of the residence or garage.
- c) window / wall type air conditioner units in public view from the street in front of the residence.
- d) parking on grass or using any portion of a residential lot other than a concrete pad area for the parking of any vehicle.
- e) tree stakes left on property beyond their useful life (note: useful life is defined as: (1) stakes remaining unattached to a tree for a month or more; and/or (2) when the formerly-staked tree is removed; and/or (3) the staked tree reaches a trunk caliper in excess of four inches in diameter.
- f) failure / refusal of a resident to clearly display street numbers on the residence.

5. 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.

6. 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.

7. 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 Kenswick Homeowners' Association.

Executed on this 28th day of Aug., 2014.

Dick Sprouse
Dick Sprouse, President, Kenswick H.O.A.

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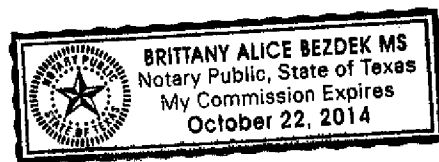
BEFORE ME, the undersigned notary public, on this day personally appeared Dick Sprouse, President of Kenswick Homeowners' Association, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 28 day of August, 2014, to certify which witness my hand and official seal.

Brittany Alice Bezdek
Notary Public in and for the State of Texas

Recorded Copy to:

Kenswick Homeowners' Association
c/o Community Asset Management, Inc.
9802 F.M. 1960 Bypass-W., Ste. 210
Humble, TX 77338



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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 32.00

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