

**FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
THE VILLAS AT KINGS HARBOR TOWNHOMES**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Villas at Kings Harbor Townhomes (the "**Amendment**") is made on the date hereinafter set forth by the approval of W LAND DEVELOPMENT LLC ("**Declarant**"), a Texas limited liability company, and shall be effective as of the date of recording in the Real Property Records of Harris County, Texas.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Villas at Kings Harbor Townhomes was originally recorded under Clerk's File No. 20070511311 of the Real Property Records of Harris County, Texas (the "**Declaration**"), as the same may have been amended from time to time; and

WHEREAS, pursuant to Article 12, Section 12.2 of the Declaration, the Declaration may be amended by the Declarant, at any time and from time to time, without the joinder of and Owner, Mortgagee or other party; and

WHEREAS, the Development Period is still in effect and has not expired.

NOW THEREFORE, pursuant to the authority recited above, Declarant hereby amends the Declaration as follows:

AMENDMENTS:

Article I, Section 1.9, of the Declaration, entitled "**Declarant**", is amended and restated to read as follows:

"Declarant" means W Land Development LLC, a Texas limited liability company, and its successors and assigns if such successors or assigns: (i) acquire all of the then remaining undeveloped or developed by previously unoccupied or unsold Lots within the Subdivision from Declarant for purposes of development and resale; or (ii) are expressly designated in writings by Declarant as a successor or assign of Declarant hereunder, in whole or in part.

The Declarant acknowledges that ownership of Lots, Units or Dwellings within the Subdivision may be transferred to other entities for investment or

leasing purposes. Any such transfer shall not affect Declarant status or Declarant rights under this Declaration, which shall remain with W Land Development LLC so long as TBD Management continues to manage Units or Dwellings within the Subdivision, unless Declarant expressly assigns such rights in writing.

Article IV, Section 4.1(a)(1) is hereby deleted in its entirety and replaced with the following:

Notwithstanding anything in the Declaration to the contrary, the Association shall have no duty or obligation to obtain or maintain property or casualty insurance covering any Lot or any structure located thereon. Each Owner of a Lot shall be solely responsible for obtaining and maintaining, at the Owner's expense, property insurance covering the Owner's Lot and all improvements thereon, in an amount not less than the full replacement cost thereof, without deduction for depreciation and subject to reasonable deductibles.

Article IV, Section 4.1(a) is further amended by adding the following subsection:

(6) Association Insurance Limited to Common Areas

The Association shall obtain and maintain insurance only for:

- (i) the Common Areas, if any; and
- (ii) Association personal property.

The Association shall not insure any Lot or any structure appurtenant thereto. To the extent reasonably available, the Association shall maintain property insurance on all insurable Common Areas insuring against all risk of direct physical loss commonly insured against, including fire and extended coverage, in a total amount of at least eighty percent of the replacement cost or actual cost value of the insurance property, comprehensive liability insurance, including medical payments insurance, libel, slander, false arrest and invasion of privacy coverage, and errors and omissions coverage, in amounts determined by the Board and covering all occurrences commonly insurance against for death, bodily injury, and property damage, and such other insurances as the Board deems appropriate. The Board shall determine appropriate deductibles for all insurance policies. THE ASSOCIATION, THE BOARD, THE ACC AND THEIR RELATED PARTIES ARE NOT LIABLE FOR FAILURE TO OBTAIN ANY INSURANCE COVERAGE OR TO OTHERWISE COMPLY WITH ANY OTHER PROVISIONS OF THIS ARTICLE IV REGARDING SAME IF SUCH FAILURE IS DUE TO UNAVAILABILITY OR TO EXCESSIVE COSTS AS DETERMINED IN THE SOLE GOOD FAITH OPINION OF THE BOARD, OR FOR ANY OTHER REASON BEYOND THE REASONABLE CONTROL OF THE BOARD. The Board is specifically authorized from time to time to adopt and amend policies, procedures and any other Rules and Regulations to more fully effectuate the purposes and intent of the provisions of this Article IV.

Article IV, Section 4.1(c) is hereby amended and restated as follows:

(c) Owner Insurance Required.

The Owner of each Lot must maintain personal liability insurance and all-risk property and casualty insurance as required by this Section, and of such types and forms, in such amounts and with such deductibles, limits and other terms as herein provided and as from time to time established by applicable Rules and Regulations. The Board is also specifically authorized from time to time to adopt and amend policies, procedures and Rules and Regulations to clarify, supplement, or add to the provisions of this Section (including all subparts). NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISIONS OF THIS SECTION, THIS DECLARATION OR ANY OTHER GOVERNING DOCUMENTS (I) OBTAINING OF LIABILITY AND PROPERTY INSURANCE REGARDING AND FOR EACH LOT AND ALL IMPROVEMENTS THEREON (INCLUDING RESIDENCES AND APPURTENANT STRUCTURES AND THE CONTENTS THEREOF) IS THE SOLE RESPONSIBILITY OF THE OWNER THEREOF, (II) DECLARANT, THE ASSOCIATION, THE BOARD AND THEIR RELATED PARTIES HAVE NO OBLIGATION WHATSOEVER TO CONFIRM COMPLIANCE BY ANY OWNER WITH ANY PROVISIONS OF THIS SECTION, OR TO ACT ON BEHALF OF ANY OWNER AS TO OBTAINING OF ANY INSURANCE OR OTHERWISE COMPLYING WITH ANY PROVISIONS OF THIS SECTION (OR ANY OTHER POLICIES, PROCEDURES OR RULES AND REGULATIONS) OR TO OTHERWISE ASSUME ANY RESPONSIBILITY REGARDING THE FOREGOING.

Article IV, Section 4.2(a) is hereby amended by adding the following sentence:

Any claim for loss or damage to a Lot shall be submitted by the Owner of the affected Lot to the Owner's insurer. The Association shall not be responsible for adjusting or collecting insurance proceeds for damage to Lots.

Article IV, Section 4.2(b) is hereby amended and restated as follows:

(b) Duty to Rebuild.

Each Owner of a Lot shall be responsible for the repair or reconstruction of such Lot following damage or destruction from any cause. The Association shall have no obligation to repair or reconstruct any Lot, except to the extent damage affects Common Areas.

Article VI, Section 6.1 is amended by adding the following paragraph:

Each Owner of a Single-Family Detached Dwellings shall be solely responsible for the maintenance, repair, and replacement of the exterior of the

dwelling and all improvements located thereon, including but not limited to roofs, siding, paint, trim, doors, windows, driveways, walkways, fencing, and all appurtenant structures.

Article VI, Section 6.3 is hereby amended by adding the following sentence at the beginning thereof:

Notwithstanding anything herein to the contrary, the Association shall have no obligation to provide exterior maintenance for any Single-Family Detached Dwellings or improvements located thereon. Exterior maintenance of Single-Family Detached Dwellings shall be the sole responsibility of the Owner thereof.

In addition to maintenance of the Common Area, if any, the Association shall provide exterior maintenance upon each Townhome Units as follows: paint; repair; replacement (but not in the event of fire or other casualty loss normally covered by insurance on the premises) of exterior surfaces including care of roofs (shingles and decking only); gutter downspouts, if any; driveways; sidewalks and walkways; and fencing. In addition, the Association shall maintain the structural supports for roofs and walls. Such maintenance provided by the Association shall not, however, include any of those items defined as Owner maintenance in Section 6.1. The Association shall not be responsible for any alterations made to the Townhome Unit or Townhome Unit Lot by the Owner. The Association shall also be responsible for installing and maintaining all landscaping on the Townhome Unit Lot located outside the Rear Yard and any sprinkler systems installed by Declarant or the Association outside the Rear Yard. The Association is granted an easement over, across and under all areas on the Townhome Unit Lot for the purpose of maintaining the grounds and other site improvements. In the event that the need for maintenance or repair of a Townhome Unit Lot, Townhome Unit, Common Area, or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Townhome Unit Lot or Townhome Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the Assessments to which such Townhome Unit Lot is subject.

The Association's exterior maintenance obligations under this Section 6.3 shall apply only to Townhome Units and shall not apply to Single-Family Detached Dwellings.

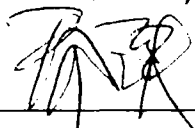
IN WITNESS WHEREOF, pursuant to the authority in the Declaration, this Amendment has been approved by the Declarant of the Association.

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IN WITNESS WHEREOF, this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Villas at Kings Harbor is executed as of the 24th day of February, 2026.

DECLARANT:

W LAND DEVELOPMENT LLC, a Texas limited liability company

By: 

Printed Name: Ting Qiao

Title: Manager

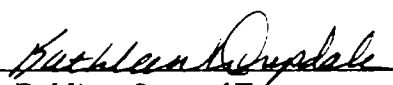
STATE OF TEXAS §

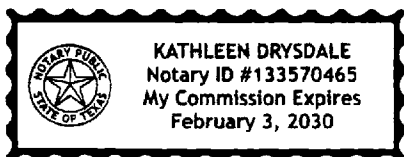
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ting Qiao, Manager of W LAND DEVELOPMENT LLC, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he/she executed the same for the purposes expressed and in the capacity herein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of February, 2026.


Notary Public -- State of Texas



RP-2026-69530
Pages 6
02/25/2026 09:39 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$41.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2026-69530