

**2013 RESTATED AND AMENDED DEED RESTRICTIONS
COLDSPRING TERRACE SUBDIVISION, SAN JACINTO COUNTY, TEXAS**

THE STATE OF TEXAS

COUNTY OF SAN JACINTO

WHEREAS, Coldspring Terrace, Inc. Was the owner and developer of that certain residential subdivision in San Jacinto County, Texas, known as COLDSPRING TERRACE SUBDIVISION, situated upon a 101 acre tract of land situated in the James Rankin Sr. League, pursuant to that certain plat filed of record dated March 10, 1969 and filed for record in the office of the County Clerk of San Jacinto County, Texas under File No. 515 for recording in the Deed Records of said County, and subsequently shown by the plat thereof, recorded in Volume 113, page 313 of the deed of records of San Jacinto County, Texas; and

WHEREAS, said developer did desire to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said Coldspring Terrace Subdivision, and to provide for the quality of workmanship and materials of buildings in the subdivision so that any new construction will be in harmony of external design with existing structures, the Developer did adopt, establish, promulgate and impress on each tract of land within COLDSPRING TERRACE SUBDIVISION certain restrictions, dated November 23, 1968, and filed under File No. 2354, and recorded at Vol. 112, page 163, Deed Records of San Jacinto County, Texas; and

WHEREAS, said restrictions provided, under Article V, Section 2, that the covenants “are to run with the land, and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them; and

WHEREAS, the Coldspring Terrace Property Owners Improvement Association, Inc. was incorporated as a non-profit corporation on October 4, 1979; and

WHEREAS, the Coldspring Terrace Property Owners Improvement Association, Inc. adopted and filed Amended Deed Restrictions dated June 20, 1991 and filed of record at Vol. 149,

pages 513, et seq., Official Public Records of San Jacinto County, Texas; and

WHEREAS, the Coldspring Terrace Property Owners Improvement Association, Inc. adopted and filed First Amended Deed Restrictions dated August 21, 1999 and filed of record at Vol. 315, pages 328, et seq., Official Public Records of San Jacinto County, Texas; and

WHEREAS, the Coldspring Terrace Property Owners Improvement Association, Inc. adopted and filed Second Amended Deed Restrictions dated December 14, 2003 and filed of record at Vol. 03-8656, pages 36950, et seq., Official Public Records of San Jacinto County, Texas; and

WHEREAS, the Board of Directors for the Coldspring Terrace Property Owners Improvement Association, Inc. have adopted these 2013 Restated and Amended Deed Restrictions, and have filed the same with the San Jacinto County, Texas County Clerk, subject to the filing of a written instrument signed by a majority of the owners of lots in Coldspring Terrace Subdivision:

A. PREAMBLE

It is the intention that THE ASSOCIATION and THE TERRACE, under the above mentioned development, shall be maintained as a residential subdivision in which owners of lots may be protected in the enjoyment of their property and the use of it's developments and improvements in Common Areas. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as recreational and related uses are concerned, while assuring purchasers of lots in Coldspring Terrace Subdivision safeguards of appearance, sanitation, and maximum protection of other rights and of the assumption of responsibilities set out below.

B. DEFINITIONS

1. "ASSOCIATION" and/or "CTPOIAI" shall mean and refer to the COLDSRING TERRACE PROPERTY OWNERS IMPROVEMENT ASSOCIATION, INC., a non profit corporation organized under the laws of Texas, its successors and assigns.
2. "BOARD OF DIRECTORS" shall refer to the board of directors (also referred to as the "Board of Trustees") elected by the members of the Association.
3. "BYLAWS" shall mean the bylaws as adopted by the Association.
4. "COMMON FACILITIES", "COMMON AREAS" and "RECREATIONAL FACILITIES"

shall mean (1) the swimming pool and park at the corner of Park Lane and Timber Lane, bordered by the Water System and Lot 1, Block C, and (2) the Boat Launch and its surrounding parking and picnic area and fishing pier.

5. "COUNTY CLERK" shall mean the County Clerk of San Jacinto County, Texas.
6. "DECLARATION" and/or "RESTRICTIONS" shall mean the declarations and restrictions filed of record with the County Clerk for the Subdivision.
7. "DEDICATORY INSTRUMENT" shall mean each instrument governing the establishment, maintenance, and operation of the COLDSRING TERRACE PROPERTY OWNERS IMPROVEMENT ASSOCIATION, INC., and includes a declaration or similar instrument subjecting real property to restrictive covenants, certificate of formation, bylaws, or similar instruments governing the administration or operation of a property owners association, to properly adopted rules and regulations of the property owners' association, or to all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, including but not limited to those identified above under "Declaration". Dedicatory Instrument further shall mean the Articles of Incorporation (now known as Certificate of Formation), Bylaws, and other rules, regulations, and resolutions filed of record with the County Clerk.
8. "DIRECTORS" and/or "TRUSTEES" shall mean and refer to any duly elected or appointed member of the Board of Directors.
9. "ELECTRONIC BALLOT" means a ballot: (a) given by: (1) e-mail; (2) facsimile; or (3) posting on an Internet website; (b) for which the identity of the property owner submitting the ballot can be confirmed; and (c) for which the property owner may receive a receipt of the electronic transmission and receipt of the owner's ballot. (Source: Section 209.00592 (d), Texas Property Code). The inclusion of this definition does not create an obligation of the Association to require the use of an electronic ballot, until such time as the Board of Directors determines it to be cost effective and feasible.
10. "LOT" shall mean any residential lot in the Subdivision, and identified in the documents filed of record, identified herein, and on record with the County Clerk.
11. "MAINTENANCE FEE" shall mean the periodic charge collected by the Association, (also known as maintenance fee) for each Lot in the Subdivision for the purpose of maintaining

and improving the Subdivision.

12. "MAINTENANCE FUND" shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Fees by the Owners.
13. "MEMBER" or "MEMBERS" shall mean and refer to all those Owners who are members of the Association as provided for in the Restrictions and/or in these Bylaws.
14. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
15. "PLAT" shall mean the plat of the subdivision recorded in the County Clerk's office.
16. "RECORD DATE" shall mean the date that the notice of any annual or special meeting is mailed.
17. "REGULAR ASSESSMENT" shall mean the annual amount that each owner of property within a residential subdivision is required to pay to the Association, which is designated for use by the Association for the benefit of the property owners of the Subdivision, as provided by the Restrictions, and include maintenance fees.
18. "SPECIAL ASSESSMENT" shall mean any fee and/or due, other than a regular assessment, that each Member is required to pay to the Association, as established by the Members at an annual or special meeting of the members of the Association at which a quorum is present and at which at least thirty (30) days notice is given of the intent to establish a Special Assessment and which action of the Members authorizes the Association to charge for:
 - (a) Defraying, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas owned by the Association, including the necessary fixtures and personal property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment funds;
 - (b) Maintenance and improvement of Common Areas owned by the Association; and/or
 - (c) Such other purposes of the property owners' association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.

19. “SUBDIVISION” and/or “THE TERRACE” shall mean the Coldspring Terrace Subdivision, San Jacinto County, Texas, as shown on the respective Plats on file with the County Clerk’s office.

C. PROPERTY OWNERS ASSOCIATION

1. Every property owner in the Coldspring Terrace Subdivision shall be a member of the Association, and the Association shall be a Property Owners Association as defined by the Texas Property Code. The Board of Directors of the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by these restrictions, and said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of the Directors of the Association at the duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association, as well for enforcement of any other deed restriction violation.
2. Any lot owner who has not paid the annual maintenance fees applicable to the lots he/she owns, once such maintenance fees are payable as provided by these restrictions and the Bylaws, shall be considered in default. *Except as may otherwise be provided for by Chapter 209 of the Texas Property Code*, any lot owner delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.
3. The BOARD shall have the powers and functions (but not by way of limitation) herein listed, such powers being:
 - A. Collect and expend, in the interest of THE TERRACE the Maintenance Fund created by instrument dated November 23, 1966, recorded in Vol. 112, Page 163 of the Deed Records of San Jacinto County, Texas.
 - B. Enforce the covenants and restrictions delineated in this document

within the guidelines of the Texas Property Code and other applicable laws.

- C. Enforce any lien imposed on any lot or lots in THE TERRACE by these restrictions within the guidelines of the Texas Property Code and other applicable laws.
- D. Approve or reject plans and specifications for improvements to be erected in THE TERRACE as provided for by these Deed Restrictions and/or the Bylaws and other rules and regulations adopted by the Association.
- E. Taking any other action authorized by Texas law and/or the Bylaws of the Association.

4. Enforcement of Deed Restrictions.

- (a) Subject to the provisions of subsection (d) of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (1) violate or attempt to violate any restriction or provision herein or (2) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for the COLDSRING TERRACE PROPERTY OWNERS ASSOCIATION, INC., and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (1) prevent such violation, (2) recover damages of other dues for such violation, and (3) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.

- (b) The Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.
 - (c) Neither the Architectural Control Committee, nor the members of said Committee, nor the directors nor officers of the Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions. An exercise of discretionary authority by the Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.
 - (d) Notwithstanding any other provisions hereof, the Association shall not be liable or subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.
5. Any lot owner who brings a lawsuit against the Association alleging a violation of any duty of the Association to enforce the deed restrictions, or alleging that the Association, or any director, officer and/or agent of the Association, shall be liable to the Association for any legal fees and costs incurred in defending such lawsuit.
 6. The Association shall be entitled from time to time to issue reasonable rules and regulations for the Subdivision which supplement these Restrictions. All such rules and regulations shall be filed of record in the Official Records of San Jacinto County, Texas and shall have the same force and effect as these Restrictions, and shall be enforceable by the Association in the same manner as these Restrictions are enforceable.
 7. If lot owners sell any portion of their land, they are to notify the Association, within ten (10) days of the sale, of the name and address of the buyer so that the aforesaid assessments may be collected from the new owner.
 8. All property owners shall comply with the Bylaws of the Association.
 9. Suspension of Voting Rights. Subject to any provision of the Texas Property Code to the contrary, the Association may suspend the voting rights of any property owner for a period

during which any assessment against such owner's tract remains unpaid or for any infraction of these Restrictions, the Bylaws, and/or any published rules and regulations.

D. RESIDENTIAL AREA RESTRICTIONS, CONDITIONS, AND COVENANTS

The following restrictions, covenants and conditions shall and do apply to all sections opened now or to be opened:

1. Architectural Control Committee.

- (a) There shall be established an Architectural Control Committee, (referenced at times as the "ACC"), composed of two (2) members appointed by the Board of Directors of the Association to protect the owner of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.
- (b) No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such ACC may reasonably request) have been submitted to and approved in writing by the ACC in all respects, including, by not limited to, harmony of external design with existing structures and locations with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within six (6) months of such approval, the approval shall be null and void unless an extension is granted in writing. In the event the Committee fails to approve or disapprove any item submitted to it within thirty (30) days after the receipt of the required

application, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

- (c) Except as may be provided for in these Restrictions, and/or any waiver or approval by the ACC, the International Residential Code applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.
2. Single-Family Residential Use Only. No lot shall be used except for single-family residence, garage or utility building adjacent to a residence.
- (a) The lots in such Subdivision shall be used for single-family residential purposes only.
 - (b) The term “residential purposes” as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions.
 - (c) Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.
3. No Temporary Dwellings. No temporary structure, trailer, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a temporary or permanent residence. In the event of a natural disaster, temporary structures may be approved by the Board, subject to a time limitation, and further provided that the property owner agrees on the assessment of a maintenance fee as defined by B(11) and B(17) of these Amended Restrictions and as provided for by these 2013 Amended Restrictions.
4. Set Back Lines. No structure or building shall be located on any residential lot nearer than twenty (20) feet to the front lot line or street side lot line on corner lots. No structure shall be located nearer than five (5) feet to an interior lot line.
5. Construction Requirements.
- (a) Any residence, once commenced, must be “dried in” within six months. The term “dried in” means that the outside must have the appearance of being a completed

house, with all necessary windows, doors, roof, paint, and trim. If not “dried in” within six months after such residence construction is commenced, the lot owner shall provide a reasonable explanation to the Board for the delay, and agrees to commence completion within thirty (30) days.

- (b) The owner of same hereby gives the BOARD the right and authority to enter upon the property upon which such structure is situated, and take such action as may be prescribed by law. The owner of any such lot agrees, by the purchase or occupation thereof, that said BOARD shall not be liable in trespass, or otherwise, in entering upon such structure. An exception to the above would apply if the lot OWNER shall provide a reasonable explanation to the BOARD for the delay, and agrees to commence completion within thirty (30) days.
- (c) No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot.
- (d) All construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee.
- (e) No tar type roof or siding materials will be used on any structure, and no sheet metal type roof or siding materials will be used without written approval of Architectural Control Committee on any structure.
- (f) All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof. The exterior of any building(excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view except as approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Architectural Control Committee.

- (g) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets.
 - (h) After improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed in accordance with plans submitted and approved by the ACC.
 - (i) The maximum height of any building placed upon Lots One (1) through Nine (9) and Lots Thirteen (13) through Twenty-three (23) of Block Two (2), Section One (1), and Block A, Section 1A and Section 1B of THE TERRACE shall not be more than twenty-four (24) feet above the highest original elevation of said lots without approval of the BOARD.
 - (j) No building placed on the lots in THE TERRACE, Section 1, Block 4 shall be higher than thirty-two (32) feet above the highest original elevation of said lot, without the approval of the BOARD.
 - (k) No building or structure on a residential lot shall be constructed or altered that in the opinion of the BOARD is out of harmony and/or is inconsistent with structures adjacent or near. Approval of any proposed building on any residential lot is at the sole discretion of the BOARD.
6. Lots are purchased subject to easements established, or to be established by grant or agreement between the ASSOCIATION and the utility companies furnishing the electric, gas, phone, sewage, and water utilities; and in addition thereto, waterfront lots are purchased subject to a flowage easement as established by the Trinity River Authority.
7. The floor area of all residences, exclusive of open porches, stoops, open or closed carports, patios and garages, shall be not less than 1200 square feet in Subdivision Section I, II, and 1B, Block A, and not less than 900 square feet in all other Sections. The design, materials, and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes. All buildings with floor elevations of three (3) feet or more above ground level must be enclosed, in keeping with the rest of the building.

Mobile homes, including “manufactured housing”, shall not be allowed in the subdivision. Exceptions may be approved by the ACC for component type manufactured housing that meets all other standards established by the ACC.

8. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept for commercial purposes on any lot. Common household pets such as dogs and cats kept for the enjoyment and pleasure of their owners must be contained in accordance with local Health Codes on said lot and leashed when in Common Areas or roadways in accordance with San Jacinto County leash laws. The Board has the discretion and authority to grant a variance of this restriction, if it is determined that any animal, livestock or poultry qualifies as a “pet”.
9. The drainage of septic tanks onto a lot, road, street, alley, or other public ditch, or Lake Livingston, either directly or indirectly, is strictly prohibited.
10. Culverts and Ditches. The ditches and culverts in front of each lot shall be kept open and only the size culverts recommended by the County Commissioner in that precinct shall be installed. Any culvert installed inadequately may be removed by the Association and replaced at the expense of the lot owner. Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water, and shall, in no event, be less than a fifteen (15) inch diameter culvert.
11. Lot Maintenance.
 - (a) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans, or buses.
 - (b) Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors.
 - (c) No noxious or offensive activity shall be carried on upon any lot or COMMON FACILITIES, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
 - (d) The Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the

expense of the offending party.

- (e) Prior to such entry and correction of the restriction violation, the property owners shall be given thirty (30) days notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the lot owner and the Association shall have the right to correct such deed restriction violation, and if the cost of such correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property as security for such expense, together with any legal fees and costs incurred in enforcing this restriction, and the Association shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction.
 - (f) The Board has the discretion and authority to grant a variance of this restriction.
12. Signs shall only be permitted on the lots in this subdivision as authorized by Section 202.009 of the Texas Property Code, as may be amended from time to time by the Texas Legislature. No sign, advertisement, billboard, of any kind may be erected or maintained on any residential lot, except signs for the purpose of sale, rent, or lease of the lot(s) and/or house, without the consent in writing of the BOARD. Such signs, "For Sale", "Rent", or "Lease" of lot(s) and/or house may not exceed a size of 30" X 18". No such sign, as referenced above shall be placed on any COMMON FACILITY. Members of the BOARD shall have the right to remove any such sign, advertisement, billboard, or structure, which is placed on any residential lot without such consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.
13. No boats, boat trailers, campers or utility trailers shall ever be parked or placed (except temporarily) nearer to the street than the twenty (20) feet building set-back lines. The parking of automotive vehicles, campers and/or utility trailers on road shoulders for a period of longer than seventy-two (72) hours is prohibited. Trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept

in the Subdivision at any time. All boats, boat trailers, travel trailers, and recreational vehicles must be operable, current in registration, and in towable condition.

14. Subdividing of Lot. No residential lot in THE TERRACE as platted shall be subdivided in any manner, except as follows: Any person or persons owning two or more adjoining lots in said subdivision may subdivide or consolidate such lots into buildings sites, with the privilege of placing or constructing improvements on each such resulting building site (garages or utility buildings), provided that such subdivision or consolidation does not result in more or less buildings sites than the number of platted lots involved in such subdivision or consolidation. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association.
15. Firearms. No hunting, or the discharge of firearms, shall be allowed in any area of said subdivision.
16. Timber. No merchantable timber upon any lot shall be cut, except that a reasonable sized site for a house place may be cleared. Any tree cut down must have the stump ground out within _____ () days of such tree being cut.
17. Drilling and other Activities.
 - (a) Drilling or exploration of minerals is not allowed.
 - (b) No private water wells may be drilled on the lot without the authorization of the Trinity River Authority.
 - (c) No property owner shall excavate, remove or sell the oil other than what may be necessary for the reasonable use, upkeep and maintenance of the property.
 - (d) No property owner shall remove any timber except at the exact locations for a home and driveway.
18. Fences. All fences must be approved by the Board. Fences shall be permitted to extend to the side lot lines and back lot lines and to no less than fifteen (15) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions. All fences that face a street must be of wood or steel construction. No barbwire fencing facing a street is allowed. Any animals or birds must be fenced behind the residence, no closer to the street than 75 feet except for corner lots which may be fenced for animals up to 40' from side lot

line.

19. Applicability. Each Contract, Deed, and/or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument. These restrictions, conditions, covenants and assessments are, and shall be, deemed and considered covenants running with the herein above described lots, and the same shall be binding upon the lot owners and their heirs, executors, and administrators and assigns.

D. RECREATIONAL FACILITIES

1. RECREATIONAL FACILITIES shall be used solely by the owners of lots in the TERRACE and their guests. These RECREATIONAL FACILITIES shall be used for the benefit of all such property owners having first been approved by the BOARD, and for the benefit of the TERRACE, including, but not limited to community and civic enterprises at the discretion of the Board.
2. Buildings or structures approved by the BOARD shall be permitted for the purposes set out in Paragraph II on Recreational Facilities, and any other purpose deemed by THE BOARD to be for the common good and benefit of all lot owners in the subdivision.
3. Only property OWNERS, their guests, and/or occupants of property in the Terrace with currently paid maintenance fees shall be permitted to have the use of Recreational Facilities. All guests must have a current, signed guest card in their vehicle or possession at all times. The general public is specifically excluded from the use of the TERRACE Recreational Facilities.
4. The maintenance and use of the TERRACE Recreational Facilities shall be under the exclusive control and supervision of the BOARD.

E. MAINTENANCE FEES

1. The property herein conveyed is subject to an annual maintenance fee for the purpose of maintaining the COLDSRING TERRACE MAINTENANCE FUND to be paid by the owner of this lots in conjunction with a like fee to be paid by the owners of other lots in THE TERRACE, the same shall be in the form of a covenant to run with the ownership of the said lots, and is to be secured by a Vendor's Lien upon said lots, and payable annually on the final day of June of each year in advance, beginning the first day of June following the date of purchase, and said fee and lien are hereby assigned to the Association. The Maintenance Fee shall be deemed delinquent if not paid by July 1st of the year in which such maintenance fees are due.
2. Such annual fee may be adjusted from year to year by said BOARD as the needs of the ASSOCIATION may, in the BOARD's judgment, require; but in no event shall such fee be raised, unless approved by a majority vote of them members of the Association who are present in person or represented by proxy at a regular or special meeting of the members of the Association. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set.
3. Funds arising from said fee shall be applied, so far as sufficient, toward the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: lighting, sidewalks, path, parks, parkways, esplanades, pier, bulkhead, or swimming pool; and other similar recreational facilities; payment of legal fees and court costs of the Association; and doing any other thing necessary or desirable in the opinion of said BOARD to keep the property neat and in good order, or which it considers of general benefit to the property OWNERS of the TERRACE, including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of San Jacinto County, Texas.
4. Property Owner agrees, joins in and consents to such maintenance fee by acceptance of his

contract, with the understanding the BOARD has no obligations to install lighting, parkways, or esplanades; or to furnish maintenance; or do any other thing described herein other than from maintenance funds.

F. MISCELLANEOUS PROVISIONS

1. Irrespective of any other provision by expressed or implied statement, lots within the TERRACE shall be wholly and solely for the use of owners, or guests of said owners of property therein, and the board shall be entitled to use all necessary and reasonable means in avoiding the use by the public at large of said property, residential and COMMON Properties in the TERRACE. Such use shall remain subject to supervision of the BOARD.
2. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an amendment to such covenants is recorded with the County Clerk of San Jacinto County, Texas, first approved by a majority vote of the members of the Association who are present in person, or represented by proxy at a regular or special meeting of the members of the Association.
3. Partial Invalidity and Severability.
 - (a) It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions, and easements.
 - (b) In the event any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof, which was not thereby held invalid; and such provisions shall remain in full force and effect, binding in accordance with

their terms.

EXECUTED by the Board of Directors of Coldspring Terrace Property Owners Improvement Association, Inc., a Texas non-profit corporation, on the dates set forth by the respective acknowledgments, subject to the filing of a written instrument reflecting approval by at least a majority of the property owners, pursuant to the Original Restrictions referenced above.

JONATHAN PONDER, Director and President

GENE LEWIS, Director and Vice President

THOMAS AKEROYD, Director and Secretary

BECKY LANCLÓS, Director and Treasurer

STANLEY SCOTT, Director/Trustee

STATE OF TEXAS *

COUNTY OF _____ *

This instrument was acknowledged before me on the _____ day of _____, 2013,
by JONATHAN PONDER, Director and President of the Coldspring Terrace Property Owners
Improvement Association, Inc., a Texas non-profit corporation on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS *

COUNTY OF _____ *

This instrument was acknowledged before me on the _____ day of _____, 2013,
by GENE LEWIS, Director and Vice-President of the Coldspring Terrace Property Owners
Improvement Association, Inc., a Texas non-profit corporation on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS *

COUNTY OF _____ *

This instrument was acknowledged before me on the _____ day of _____, 2013,
by THOMAS AKEROYD, Director and Secretary of the Coldspring Terrace Property Owners
Improvement Association, Inc., a Texas non-profit corporation on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS *

COUNTY OF _____ *

This instrument was acknowledged before me on the _____ day of _____, 2013,
by BECKY LANCLON, Director and Treasurer of the Coldspring Terrace Property Owners
Improvement Association, Inc., a Texas non-profit corporation on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS *

COUNTY OF _____ *

This instrument was acknowledged before me on the _____ day of _____, 2013,
by STANLEY SCOTT, Director and Trustee of the Coldspring Terrace Property Owners
Improvement Association, Inc., a Texas non-profit corporation on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS

After filing return to:

Travis E. Kitchens, Jr.
Lawyer
P. O. Box 1629
Onalaska, Texas 77360