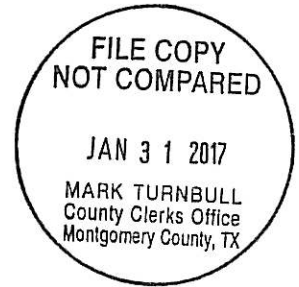


2017008153

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARADISE POINT SUBDIVISION



THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Paradise Point Subdivision is executed on the date hereinafter set forth by Paradise Point Community Improvement Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Paradise Point Community Improvement Association, Inc. is the property owners association (as that term is used and defined in Section 202.001 of the Texas Property Code) for Paradise Point, a Subdivision composed of two (2) sections (collectively, the "Subdivision"), situated in the William Weir Survey, A-42, Montgomery County, Texas, according to the maps or plats of said sections recorded in the Map Records of Montgomery County, Texas as follows:

- Section I - Cabinet C, Sheets 176-B - 177-A
Section II - Cabinet E, Sheet 74-A

WHEREAS, the Subdivision is subject to certain covenants, conditions and restrictions as set out in (i) that certain instrument dated October 19, 1981, of record under Clerk's File No. 8139237 of the Real Property Records of Montgomery County, Texas, as amended by instrument dated October 21, 1991, of record under Clerk's File No. 9149327 of the Real Property Records of Montgomery County, Texas, as amended by instrument dated October 21, 1991, of record under Clerk's File No. 9149328 of the Real Property Records of Montgomery County, Texas, as amended by instrument dated May 8, 1988, of record under Clerk's File No. 9417714 of the Real Property Records of Montgomery County, Texas, as amended by (i) that certain instrument dated May 8, 1988, of record under Clerk's File No. 9417718 of the Real Property Records of Montgomery County, Texas (applicable to Paradise Point Section I); and (ii) that certain instrument dated February 20, 1985, of record under Clerk's File No. 9638683 of the Real Property Records of Montgomery County, Texas (applicable to Paradise Point Section II) (said instruments being collectively referred to as the "Original Declarations"); and

WHEREAS, Section 209.0041 of the Texas Property Code provides that unless the restrictive covenants applicable to a Subdivision provides for a lower percentage, restrictive covenants may be amended only by a vote of sixty-seven (67%) percent of the total votes allocated to the property owners entitled to vote on the amendment; and

WHEREAS, the restrictive covenants applicable to the Subdivision require only a majority, as opposed to the legislative mandated percentage, and the property owners

having the requisite number of votes in the Association desire to amend the Original Declarations and restate and consolidate them into one (1) instrument that is applicable to all sections of Paradise Point; and

WHEREAS, the requisite number of property owners have approved this Declaration of Amended and Restated Covenants, Conditions and Restrictions for Paradise Point Subdivision (the "Declaration") and voted to amend and restate said covenants, conditions and restrictions as herein provided;

NOW THEREFORE, in consideration of the premises and pursuant to the authority of Section 209.0041 of the Texas Property Code, the property owners in the Subdivision, acting by and through the Association adopt, reaffirm and ratify the following amended and restated covenants, conditions and restrictions for Paradise Point Subdivision and declare that the Subdivision shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following easements, restrictions, reservations, dedications, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon the Subdivision and which shall run with the properties in the Subdivision and be binding on all parties, now and at any time hereafter, having or claiming any right, title or interest in the Subdivision or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and all of which shall inure to the benefit of each Owner of any part of the Subdivision.

ARTICLE I **DEFINITIONS**

Section 1. "Association" shall mean and refer to the Paradise Point Community Improvement Association, Inc., its successors and assigns, provided for in Article V hereof.

Section 2. "Properties" shall mean and refer to PARADISE POINT, and PARADISE POINT, SECTION II, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 3. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for single-family residential dwellings only.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, but in the event of the execution of a contract for sale covering any Lot, the "Owner" shall be the purchaser named in the contract, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of PARADISE POINT and PARADISE POINT, SECTION II, recorded in Cabinet C, Sheets

176-B – 177A, and in Cabinet E, Sheet 74A, respectively, of the Map Records of Montgomery County, Texas.

Section 6. "Architectural Control Committee" shall mean and refer to the PARADISE POINT Architectural Control committee provided for in Article IV hereof.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets, and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. The easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility has been reserved across and/or under the Properties.

Section 3. The Association reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 4. Neither the Association, nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner situated on the land covered by said easements.

Section 5. It is expressly agreed and understood that the title conveyed to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances, thereto constructed by any easement owner, or their agents through, along, or upon the premises affected thereby, or any part thereof to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for single-family residential dwellings only (hereinafter sometimes referred to as "Residential Lots"), and shall be used for Residential Purposes only. No structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single-family dwelling not to exceed two (2) stories in height, a detached or an attached garage for not less than two (2) nor more than four (4) cars, with detached garages not to exceed one (1) story in height, and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises. Two story dwellings shall not exceed a height of thirty-five (35) feet. As used herein, the term Residential Purposes shall be construed to prohibit the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. Each Lot improvement thereon shall be used only as a single family residence. The rental of a dwelling for occupancy as a residence shall not be construed as a business. No building of any kind or character shall be moved onto any Lot within said Properties without written permission of the Architectural Control Committee as set out herein; however, no dwelling shall be moved onto any Lot within said properties. The use of a tent, house trailer, travel trailer, camper or motor home, either as a weekend, temporary or permanent residence is prohibited.

A. Leasing:

- (1) **Definitions.** For purposes of this subsection, the terms Lease and Leasing shall refer to the regular, exclusive occupancy of a residence by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. Rent, rentals, or renting shall have the same meaning.
- (2) **Leases Prohibited.** Leasing of residences, including short-term or vacation rentals, is prohibited.
- (3) **Leases Approved.** However, if the lease or leasing strictly complies with the following terms and conditions, the lease shall be deemed approved without further action by either the Owner or the Board:
 - (a) **Written Lease.** All leases for any Property must be in writing and shall provide that:
 - (i) such lease is specifically subject to the provisions of this Declaration and all other governing documents of the Association;
 - (ii) any failure of the Owner or tenant to comply with the terms of the Declaration and all other governing documents shall be deemed to be a default under such lease; and

- (iii) the Owner acknowledges giving to the tenant copies of the Declaration and all other governing documents, as a part of the lease.
 - (b) **Notice to Association.** Within 10 days of a lease being signed, the Owner of the leased residence shall notify the Association of the lease, send a signed copy of the lease to the Association or its management company, subject to all redactions as required by law, and provide any additional information the Association or Board may reasonably require.
 - (c) **Whole House.** Any residence that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased. However, the separate leasing of a garage apartment, detached in-law suite or guest house or servant's quarters is subject to approval by the Board.
 - (d) **One House.** The Owner and any other Owners to whom such Owner is related or affiliated shall not individually or collectively lease or offer for lease more than one residence at the same time.
 - (e) **One Family.** It is expressly forbidden to rent or lease and occupy an Owner's Lot or residence to more than one Single-Family.
 - (f) **Signs.** No signs shall be posted on the residence, Lot, elsewhere within the Subdivision, common Area, or on any right-of-way adjacent to the Subdivision, advertising the availability of the residence for rent or for lease. However, an Owner may post one sign advertising the residence for rent or lease so long as the sign is in compliance with the Declaration.
 - (g) **Lease Term.** The lease shall provide for a minimum initial term of at least six (6) months. The residence may not be subleased and the lease may not be assigned during the initial six (6) month term.
 - (h) **Termination.** In the event of termination of the lease after the tenant has taken occupancy and prior to the end of the minimum initial term, the Owner may not enter into a new lease with a term commencing prior to the date on which the previous lease would have expired without prior approval of the Board. The Board may grant approval for such a new lease if it determines that the Owner acted in good faith with no intent to circumvent the requirements of this subsection and could not have reasonably anticipated the early termination of the previous lease at the time the previous lease was signed.
- (4) **Additional Rules.** The Board may adopt rules and regulations governing leasing and subleasing in accordance with this Section on Leasing that are in

addition to but consistent with this Section. The Association shall have the right to enforce the Declaration, all other governing documents, and any additional rules and regulations, against the Owner and the tenants, individually and collectively. This Declaration, all other governing documents, and any additional rules and regulations shall apply to the leased property whether or not the Owner gives notice to the tenant of such.

- (5) **Business.** Leasing of a residence for residential purposes shall not be considered a business within the meaning of the Declaration or any other governing documents, provided that the Owner, and any other Owners to whom such Owner is related or with whom such Owner is affiliated, do not collectively lease or offer for lease more than one residence at any time. This provision shall not preclude an institutional lender from leasing a residence upon taking title following foreclosure of its security interest in the residence or upon acceptance of a deed in lieu of foreclosure.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structures thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation, and as to compliance with minimum construction standards more fully provided for in Article IV hereof. Any garages constructed on a Lot must have a concrete foundation which is constructed and poured at the same time as the main dwelling on the Lot. The Association, acting through its Board of Directors, shall be permitted to promulgate and adopt minimum construction standards and other architectural guidelines and regulations which shall be applicable to the Lots within the Subdivision.

Section 3. Dwelling Size. Any single story residence constructed on said Lots must have a ground floor area of not less than 1500 square feet, exclusive of open porches, garages, carports, driveways, patios, terraces or servant quarters. Any residence other than a single story residence must have not less than 1500 square feet of ground floor living area, and not less than 2000 square feet of total living area, exclusive of open porches, garages, carports, driveways, patios, terraces or servant quarters.

Section 4. Type of Construction, Materials and Landscaping.

- (a) The exterior wall areas of permanent buildings erected, or to be erected, on any Lot shall not consist of T-111, Clapboard, Tin, or any other similar material. Manufactured trailer homes and mobile homes shall not be permitted on any Lot for any purpose.
- (b) No external roof material other than fireproof shingles or built-up tar and gravel shall be constructed or used on any building in any part of the

Properties without the written approval of the Architectural Control Committee. Appropriately engineered tile roofing and metal roofing shall be permitted.

- (c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building in any part of the Properties.
- (d) Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.
- (e) Before any landscaping shall be done in the front of any newly constructed dwelling, the landscaping layout and plans shall have been first approved by the Architectural Control Committee. Such landscaping is to be done in the parkway area and on the front of the Lot at the time the dwelling is being completed and before occupancy.

Section 5. Building Location. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of an interior lot line. No main residence building nor any part thereof shall be located on any interior Lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the Lot, and each detached garage will face and be located at least sixty-five (65) feet from the front of the Lot on which it is situated and will be provided with the driveway access from the front of the Lot only.

Section 6. Resubdivision. No Lot shall be resubdivided without the express written approval of the Architectural Control Committee.

Section 7. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden, unless such display is approved and/or sanctioned by the Association.

Section 8. Temporary Structures and Storage of Items. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently. No garage, servants' quarters or other permitted accessory structure shall be erected, placed or maintained on any Lot until

construction of main residential dwelling has commenced. With the exception of the main residential structure on a Lot, which must be completed within twelve (12) months from the date construction commences, any structure on which construction has commenced must be completed within seven (7) months.

No boat trailers, boats, travel trailers, trailer homes, mobile homes, inoperative automobiles, campers, motor homes, recreational vehicles, utility trailers, heavy equipment, other trailers, vehicles of any kind, or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way, on driveways, or in any manner on the Lot which is visible from a public street within the Subdivision.

The prohibition against storing of recreational vehicles or boats and boat trailers on the Lot shall not apply to existing recreational vehicles, boats, or boat trailers that have been grandfathered in, by letter from the Board, prior to this version of the deed restrictions. When the property is sold, the new owner is not grandfathered and shall abide by the current deed restrictions.

Section 9. Signs and Billboards. Except as expressly permitted herein, no signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot without the express prior written consent of the Association. For sale signs, which do not exceed five (5) square feet in area, shall be permitted on a Lot. Political signs and religious displays shall be permitted in accordance with applicable law. Small signs, not exceeding two (2) square feet in area, exhibiting school spirit or similar matters, are permitted with express written approval of the Architectural Control Committee. The Association or its agents shall have the right to remove any sign not complying with the above restriction, and, in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. Signs may be removed after forty-eight (48) hours notice to the Owner of a Lot.

Section 10. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which

these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 12. Water and Other Utilities. The Owner of each Lot shall, at his own cost and expense, furnish, install, own, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) all water line, water wells, aerobic waste water systems, and other utilities for residential use on the Lot.

Section 13. Walls, Fences, Hedges, Piers and Bulkheads. No fence shall be erected, placed, constructed, installed, or altered on any Lot until the plans and specifications and a plot plan showing the location of the fencing has been approved in writing by the Architectural Control Committee, and until there is a residential dwelling constructed on the Lot. Fencing of vacant Lots is expressly prohibited. No fence shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such Lot. Except as otherwise provided herein, side or rear fences on non-waterfront lots may wooden privacy fences, but shall be no higher than six (6) feet, six (6) inches, including a six (6) inch rot board, unless otherwise approved in writing by the Architectural Control Committee.

Notwithstanding the fence requirements contained herein, the rear and side yards of waterfront Lots may only be fenced with wrought iron fencing, split rail wood fencing, or equivalent aluminum fencing which does not exceed four (4) feet in height, and which shall be expressly approved in writing by the Architectural Control Committee.

Except for wrought iron, split rail wood, or equivalent aluminum fencing expressly permitted on waterfront Lots, all fences must be of ornamental iron, split rail wood, cedar wood, or masonry construction. No chain link fences are permitted.

Any fence erected as a protective screening on a Lot shall pass ownership with title to the property and it shall be the Owner's responsibility to maintain said protective screening thereafter. No protective screening exceeding four (4) feet in height shall be permitted on any rear or side Lot of a waterfront Lot. In the event of default on the part of the Owner or occupant of any Lot in maintaining said protective screening and such failure continuing after ten (10) days' written notice thereof, the Association or its assigns may, at their option, without liability to the owner or occupant in trespass or otherwise, enter upon said Lot and cause said protective screening to be repaired or maintained or to do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or Occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof.

No pier, boat lift, ramps, or any other structure that projects into the water shall be constructed on any Lot without approval of the Architectural Control Committee. The Committee will only consider plans and proposals presented to it in writing and will immediately reject any plans for a "homemade" type deck such as one floating on barrels. Should the Committee grant permission for a floating deck or ramp, the Owner

thereof agrees to maintain and keep it in a sightly manner, free of litter, fishing poles, buckets, etc. The above structures are also subject to the approval of the San Jacinto River Authority.

No bulkheading shall be permitted on any waterfront Lot except by written consent of the Architectural Control Committee and the San Jacinto River Authority. No "homemade" type bulkheading will be allowed. Should permission for the construction of bulkheading be given, the Owner agrees to maintain the bulkheading and to keep it in a sightly manner. Request and permission shall be given in writing.

Section 14. Lot Maintenance. The Owners or occupants of all Lots shall at all times remove dead trees from any Lot which pose a threat to adjacent Lots, utility lines, or street access, keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash, or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them such default continuing after ten (10) days' written notice thereof the Association or its assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut and removed any dead trees on the Lot which pose a threat to adjacent Lots, utility lines, or street access, any weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof.

Section 15. Motor Vehicles. No unlicensed or unregistered motor vehicles shall be allowed within the Subdivision. No motor bikes, motorcycles, motor scooters, four wheelers, all terrain vehicles, or other vehicles of that type shall be permitted in the Subdivision, if they are a nuisance by reason of noise or manner of use in sole judgment of the Association.

Section 16. Septic Tanks. No aerobic wastewater system may be installed unless approved by the San Jacinto River Authority and all governmental agencies or authorities having jurisdiction.

Section 17. Pets. No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any Lot. Should such pets become a nuisance in the opinion of the Association, they must be removed from the premises and the Subdivision. No pets are to run at large.

Section 18. Drainage. Natural drainage of streets, Lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. In no event shall a culvert be less than fifteen inches (15"). The Association may remove any culvert that obstructs the flow of water through the street ditches. The breaking of curbs for drive installations will be accomplished in a good and workmanship-like manner and such break will be re-cemented without hindrance to drainage and such work is subject to the inspection and approval of the Architectural Control Committee.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plan. No building or other improvements shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement or construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. All approvals or disapprovals by the Architectural Control Committee shall be reported to the Board of Directors of the Association within five (5) days of said approval or disapproval.

If an Owner's construction plans and specifications are denied, the Owner may resubmit to the Board of Directors for appeal approval. The Owner shall state the reasons said plans should have been approved. The Board of Directors shall have forty-five (45) days upon receiving such plans to review them.

If the Board of Directors desires to approve the resubmitted plans, the Board of Directors must notify the Owner who submitted the plans in writing that they are considering approving such plans. At that time there is an automatic extension of forty-five (45) days in which the Board of Directors shall have a meeting with the Architectural Control Committee in regards to approving and/or disapproving such

plans. Approval may only be granted upon a two-thirds (2/3) vote of all members of the Board of Directors.

If the Board decides not to approve resubmitted plans, the plans shall be returned to the name and address marked as the return address. A brief letter explaining the reason for denial shall be enclosed. A copy of this letter will be sent to all members of the Architectural Control Committee.

Section 2. Committee Membership. The Architectural Control Committee shall be appointed by the Board of Directors of the Association.

Section 3. Replacement. In the event of death, removal or resignation of any member or members of said committee, the Board of Directors of the Association shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee, with Association approval, may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and all power vested in said Committee shall be exercised by the Association.

ARTICLE V

PARADISE POINT COMMUNITY IMPROVEMENT ASSOCIATION, INC.

Section 1. Membership. Every person or entity who is an Owner of any of the Properties which are subject to maintenance charge assessment by the Association shall be a member of the Paradise Point Community Improvement Association, Inc. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have one class of membership. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Nonprofit Corporation. Paradise Point Community Improvement Association, Inc. is a Texas nonprofit corporation, will all duties, obligations, benefits, liens, and rights hereunder in favor of the Association are vested in said corporation.

Section 4. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association, in accordance with the Association's Records Production Policy.

ARTICLE VI

MAINTENANCE CHARGE

Section 1. Each Lot shown in the Subdivision Plat is hereby subjected to an annual maintenance charge and assessment, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within the Subdivision to the Association. The maintenance charge is payable yearly in advance (or at the option of the Association, monthly in advance) until a dwelling is erected on the Lot, at which time the maintenance is payable in advance annual installments. Every person or entity who is an owner of more than one Lot, shall pay the full assessed rate on one Lot and twenty percent (20%) of the assessed rate on all additional Lots owned; except that when a dwelling is erected on any Lot, the full assessed rate will be paid for such Lot regardless of the number of Lots owned. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the Subdivision may, in the judgment of the Association, require; provided that such assessment will be uniform. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of the Subdivision. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: maintaining and operating parks, parkways, boat ramps, both temporary and permanent, rights-of-way, easements, esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, and doing any other thing or things necessary or desirable in the opinion of the Association to keep the Properties in the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 2. To secure the payment of the maintenance fund established hereby and to be levied on individual Lots, there shall be reserved in each Deed (whether specifically stated therein or not) conveying a Lot, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. certified mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

Section 3. The above maintenance charge and assessment will remain effective for the full term (and extended term if applicable) of the within covenants.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless modified or terminated in the manner hereinafter set forth. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Association's Board of Directors may adopt, amend, repeal and enforce rules and regulations, fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association.

Section 2. Amendment, Modification or Termination. This Declaration may be amended or modified at any time, or terminated in its entirety, by a vote of a majority of the total votes allocated to the property owners in the Association.

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Certificate of Required Approval. Attached to this instrument and specifically made a part hereof is a Certificate, signed by the President and Secretary of the Association, certifying that the Owners having the requisite percentage of the total votes allocated to property owners entitled to vote on the amendment have voted in favor of and approved this amendment.

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions this 18th day of January, 2017.

PARADISE POINT COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

By:

Alan S. Hall, President

ATTEST:

Mike Hall
Mike Hall, Secretary

CERTIFICATE

The undersigned President and Secretary, respectively, of PARADISE POINT COMMUNITY IMPROVEMENT ASSOCIATION, INC., certify that, as required by Section 209.0041 of the Texas Property Code, the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for Paradise Point has been approved by a majority of the total votes allocated to the property owners entitled to vote on the amendment.

Dated: 1/18/2017

By: *Alan Still*
Alan Stillman, President

Dated: 1-19-2017

By: *Mike Hall*
Mike Hall, Secretary

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 18th day of January, 2017, by Alan Stillman, President of PARADISE POINT COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

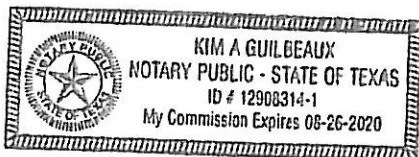


Kim A. Guilbeaux
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 19th day of January, 2017, by Mike Hall, Secretary of PARADISE POINT COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.



Kim A. Guilbeaux
Notary Public, State of Texas

