

**NOTICE OF CONFIDENTIALITY RIGHTS:**

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

---

**AMENDED DEED RESTRICTIONS FOR AFTON PARK SUBDIVISION**

---

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE, the undersigned residential lot owners of Afton Park Subdivision (the "Subdivision"), a subdivision the plat of which is recorded at Instrument No. 163232 of the Real Property Records of Montgomery County, Texas, and constituting the owners of a majority of the lots in the Subdivision, do hereby constitute the following amended Deed Restrictions (the "Restrictions" or "Deed Restrictions") applicable to all lots in the Subdivision and all of the roads, streets and common areas and all other property lying within the platted Subdivision. These Restrictions amend and supersede the original Restrictions recorded at Instrument No. 164105 of the Real Property Records of Montgomery County, Texas, and the amendments thereto recorded at Instrument Nos. 201056999, 2010097357 and 2018026422.

All these restrictions are covenants that run with the land and are effective regardless of being referenced in any deed of conveyance or instrument of purchase. They are for the protection, use and benefit of all parties hereto and each and every purchaser of any lot or lots in said Subdivision, their heirs and assigns and legal representatives and same shall be binding on all persons owning property within the Subdivision, their family members, guests, licensees, invitees or even mere trespassers.

If a residence within the Subdivision is rented, the individual lot owner is responsible for ensuring that the tenants understand and abide by these restrictions.

**A. Repeal of Prior Deed Restrictions**

By these Amendments the Deed Restrictions and amendments recorded at Instrument Nos. 164105, 201056999, 2010097357 and 2018026422 are hereby repealed and the following Deed Restrictions are substituted in their place, to be applicable as of the date of filing.

**B. Purpose**

The purpose of these Deed Restrictions is to provide for the orderly regulation of activities and life within the Subdivision with a goal of enhancing the quality of life for all residents and enhancing the property values of all lots in the Subdivision for the benefit of the existing and future owners of those lots.

**C. Duration/Severability/Amendment**

The covenants, conditions and restrictions contained herein shall run with the land in the Subdivision and shall be binding and enforceable for an initial term of fifty (50) years, after which this instrument shall automatically be renewed for successive additional terms of ten (10) years.

DOC #2018115768

In order to be effective and enforceable, these amended Deed Restrictions must be recorded in the Real Property Records of Montgomery County, Texas, along with signature pages evidencing the approval of owners representing not less than fifty percent (50%) of all lots shown on the Subdivision plat. In order for these Deed Restrictions to be further amended or repealed in the future, the Association and the owners of the lots in the Subdivision must comply with the notice and amendment provisions set forth at Section 209.0041 of the Texas Property Code, as same may be amended or supplemented in the future, and the percentage of owners required for any such future amendment to these Deed Restriction shall be not less than fifty percent (50%) of the lots in the Subdivision.

The failure of any person to enforce a specific restriction in any particular instance shall not constitute a waiver of the right of any person to enforce that specific restriction in another instance. If any court of competent jurisdiction declares any of the provisions of these deed restrictions illegal or unenforceable as written, that provision shall be severed from the remainder and the remainder shall be enforced in such manner and to the extent necessary to accomplish the stated purpose of these restrictions.

#### **D. Afton Park Civic Improvement Association**

The Subdivision shall be governed by a property owners association known as the Afton Park Civic Improvement Association (the "Association"), which has been organized as a non-profit corporation under the laws of the State of Texas (See Texas Secretary of State File No. 27921401). The Association shall act through its board of directors. The Association shall have the power to enforce these Deed Restrictions, administer the Subdivision, collect revenues, assessments, fines and penalties provided for in these Deed Restrictions, and disburse funds for the maintenance and improvement of the Subdivision's streets, roads, and common areas and any other lawful purpose.

To the extent that any provisions of the organizing documents of the Association filed with the Secretary of State of Texas conflict with these Deed Restrictions, these Deed Restrictions shall control in all instances. If, for any reason, the organization's registration with the Secretary of State of Texas lapses, such lapse shall not affect any action of the Association in fulfilling its duties and all such actions shall be deemed ratified by all interested parties whether or not such lapse in organization is timely corrected.

#### **E. Membership in Association**

All lot owners in the Afton Park Subdivision are eligible for membership in the Association, and each owner of a lot in the Subdivision is subject to the requirements of these Deed Restrictions, including financial obligations. To the extent that any provisions of the organizing documents of the Association filed with the Secretary of State of Texas conflict with these Deed Restrictions, these Deed Restrictions shall control in all instances.

#### **F. Voting privileges**

The owners of each lot in the Subdivision shall be entitled to cast no more than one (1) vote per lot, regardless of the number of owners of that lot, on any matter relating to these Deed Restrictions. Voting privileges shall be controlled by the Association's Bylaws.

### **G. Board of Directors**

The Association shall be governed by a Board of Directors (the "board"), as provided in the Association's Bylaws. Any provision in the Bylaws relating to enforcement or interpretation of these Deed Restrictions may only be amended by a vote of 4/5 of the then existing Board of Directors, and any conflict between a provision of this instrument and a provision in the Bylaws relating to any covenant, condition or restriction applicable to the Subdivision, shall be resolved in favor of this instrument.

### **H. Special Committees**

From time to time, as the board deems advisable, the board may vote to appoint a committee to study issues important to the property owners in the Subdivision. A committee may consist of any number of individuals in the discretion of the board. Each committee shall include at least one member of the board as a member, but any other members of the committee need not be a current member of the board. Any resolution appointing a committee shall state the purpose of the committee, the names of members of the committee, a chairman of the committee, and a date by which the committee shall submit a written report to the board detailing the committee's activities and findings with respect to its purpose. Committee appointments shall not exceed one year, but if in the board's discretion a particular committee is still required the board may re-appoint the committee prior to its expiration and appoint the same or different members.

### **I. Maintenance Fee Assessment**

Annually, the Association's treasurer shall collect from the owners of each lot in the Subdivision the annual maintenance fee assessment. The annual assessment shall be the same amount for each lot and each lot shall only owe a single annual assessment, payable in two equal payments due on January 1 and July 1. Any maintenance fee payment not paid by January 31 or July 31 shall be considered delinquent and a late fee of \$10.00 per month for each month delinquent, may be imposed. The annual assessment amount per lot shall be \$100.00. The amount of the assessment may be increased not more than 20% per year, and any increase in the amount of the assessment must be approved by the owners of not less than fifty percent (50%) of the lots in the Subdivision at a meeting duly noticed and called by the board of directors pursuant to the Bylaws.

The board will have the ability to make a special one-time assessment in emergency situations as per the Bylaws. Any special assessment will not exceed one-half the annual maintenance assessment amount.

Any delinquent maintenance fee, late fee, fine, penalty or other special assessment that is not paid within 180 days of the date it was first due shall constitute a lien on the lot to which it pertains, which lien may be asserted by the Association filing an affidavit claiming the lien in the Real Property Records of Montgomery County, Texas. The affidavit shall state, at a minimum, the reason the fee, fine, penalty or assessment was due, the amount that was due, that it has remained unpaid for at least 180 days, the amount of reasonable attorney's fees incurred in filing the lien

affidavit, and the amount that must be paid to gain release of the lien. The Association may file suit to foreclose any lien that has been filed if, after filing, it has remained unpaid for another 180 days. A copy of any lien affidavit filed must be mailed to the last known mailing address of the person who owns the affected lot or lots by certified mail, return receipt requested, and regular First Class U.S. mail. All such liens shall be junior to any voluntary lien that exists against an affected lot at the time the Association's lien is filed, including any original liens or extensions or modifications of original liens.

#### **J. Imposition/Collection of Fines**

The purpose of any fine or other approved penalty is to discourage the violator from future violations. Prior to imposing any fine or penalty for any alleged violation of these Deed Restrictions, the Association must send a notice and opportunity to cure the violation and opportunity to request a hearing with the board, pursuant to Sections 209.006 and 209.007 of the Texas Property Code, as those statutes may be amended or supplemented. At a minimum, before the Association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine or penalty for a violation of the Deed Restrictions or any other dedicatory instrument applicable to the Subdivision or lots owners, the association or its agent must: (1) give written notice of the alleged violation to the owner of by certified mail; (2) provide the lot owner a reasonable period to cure the violation and avoid the fine, if the violation is of a curable nature and does not pose a threat to public health or safety; and (3) provide the owner with the opportunity to request a hearing with the board on or before the 30th day after the date the notice was mailed to the owner to discuss and verify facts and resolve the matter in issue.

The board may propose and adopt a fining policy, setting forth the minimum and maximum fine amounts for violations of these Deed Restrictions, however said fining policy must also be first approved by the owners of not less than fifty percent (50%) of the lots in the Subdivision and recorded in the Real Property Records of Montgomery County, Texas in order to be enforceable, and said adoption requirements shall also apply to any amendment to said fining policy. In the absence of any such adopted, owner-approved and recorded policy, the maximum fine parameters shall be as follows: (a) the maximum fine that may be imposed against any lot owner or property shall be \$150.00 per issue, (b) and for ongoing/continuing violations, the maximum per diem fine after the initial fine shall be \$25.

No fine may be assessed by the Association, the board or the ACC unless the notice provisions of this Section J are followed and the fine is set forth in these Deed Restrictions or a properly adopted, owner-approved and recorded fining policy. All references to any fine or penalty herein shall be subject to these requirements. The board may, by majority vote, suspend or commute any fine previously imposed but remaining unpaid, giving due regard for the nature of the violation, the person's history of violations, the person's current financial condition, efforts to remedy the violation, or any other factor the board deems relevant. The board may, by majority vote, permit any violator assessed a fine to pay an assessed fine in no more than six monthly installments.

## **K. Architectural Control Committee**

Annually, in February, the board shall appoint three property owners in the subdivision to serve on an architectural control committee (the "ACC"), which shall ensure compliance with all restrictions related to the design, construction, renovation and/or repair of any structure located on any residential property located within the Subdivision. Members of the board may also serve as members of the ACC, but a member of the ACC need not be a current member of the board. In the event no members have been appointed to the ACC, the board shall serve as an interim ACC with all of the powers of the ACC until such time as an ACC can be appointed.

Prior to beginning construction of any new residential structure, or renovation of any existing residential structure, the owner of the lot shall submit an application to the ACC for approval of the work on forms provided by the ACC for that purpose. A copy of the ACC application is attached hereto as Exhibit A. The ACC shall then have 30 days to review the application and submit a written response to the owner at the address provided by the owner on the application. If the ACC fails to approve or deny the application within 30 days from its receipt of same, the application shall be considered approved, however no such approval shall operate to approve or permit an act or omission by the Owner or his/her agents that would constitute a violation of any of the covenants, conditions or restrictions contained in these Deed Restrictions. At any time during the 30-day application review period, the ACC may vote to approve the application, reject the application in its entirety or reject the application subject to amendment by the applicant to address specific concerns of the committee. All records of the ACC, including applications, approvals of applications, and rejection of applications shall be kept by the Association's secretary. The ACC may charge a fee for processing an ACC application, however said fee shall not exceed \$50.00 for any improvement.

Any property owner affected by a decision of the ACC shall have the right to appeal the ACC's decision to the Association's board of directors by giving written notice of appeal to the board within 14 days of the owners' receipt of the ACC's decision, which written notice shall plainly state the reasons for the appeal. Any appeal shall be heard by the board at its next regularly scheduled meeting. A majority of the board in attendance may either affirm the ACC's decision or render a different decision.

The ACC, subject to approval by the board, may adopt general guidelines governing the design, materials and construction of structures located within the Subdivision, and such guidelines shall be included in any application packet provided to property owners. Such guidelines shall not be effective and enforceable until they are filed in the Real Property Records of Montgomery County, Texas. No such adopted guidelines shall be more restrictive than or conflict with any covenant, condition or restriction contained in these Deed Restrictions.

In the event the ACC believes a construction, renovation/repair is not being conducted or completed in accordance with these guidelines or the approved plans, the ACC shall, upon a majority vote, have the right to serve the property owner with a written order to cease construction on a temporary basis to address the ACC's concerns. The written order shall be hand delivered to any adult on the property and sent by certified mail, return receipt requested and regular First Class U.S. Mail to the address listed in the application.

No person may construct, or renovate any residential dwelling without first obtaining approval from the ACC unless these Deed Restrictions specifically provide that application and approval is not necessary. Said approval shall not be necessary or required with regard to repairs or alterations to the inside of any improvement (e.g. paint, flooring, wall surfaces, etc.) Likewise, maintenance or repair of exterior items with same materials as those previously existing shall not require approval. Replacement or upgrade of windows and doors shall also not require approval.

The Association shall have the right to impose a fine for an owner's refusal to comply with a cease and desist order described herein, subject to the notice requirements and fining limitations described in Section J herein above.

## **L. General guidelines and prohibitions**

### **1. Building Regulations**

No residence other than conventional housing (single family residences) shall be permitted in the Subdivision and no construction shall be permitted without valid permits from any regulatory authority having jurisdiction of the Subdivision. Only single-story dwellings are permitted. Attic space shall only be used for utilities, HVAC equipment, ventilation and storage.

No home shall be built closer than 30 feet from the street as shown on the Subdivision plat and homes shall be no closer than five feet from the side or back lot lines. A corner lot shall be deemed to front on the street having the least frontage. A person owning more than one contiguous lot may construct a structure so that it lays across the connecting lot lines provided it does not otherwise lay within five feet of the side or back lot lines.

No structure used as a dwelling may be smaller than 900 square feet in interior size, not including attached garages, porches, patios and the like, whether or not included under the main roof structure. The facade of any new dwelling must contain 20% masonry construction.

All residential construction must be on a monolithic masonry slab that meets federal, state, and local building codes and standards.

Construction of a new residence, once begun, shall be substantially completed on the exterior within six months, otherwise the Association may impose a penalty of up to \$25.00 per day until the exterior is substantially completed, including foundation, framing, permanent siding, doors, windows, roofing, sidewalks and driveway.

No structure not designed for use as a permanent dwelling (including garages, storage buildings, workshops, and the like) shall be used as a dwelling except in the event the primary residence on the property has been so damaged that it is unsafe to occupy. In this event the outbuilding (or a recreational vehicle parked on the lot) may serve as an emergency dwelling only and shall not be used as an emergency dwelling for more than 30 consecutive days without the express approval of the board. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose a fine, subject to the notice requirements and fining limitations described in Section J herein above.

All painted exterior surfaces shall be free from peeling or cracking paint. Weathered paint that is peeling or cracking shall be freshly painted. In the event the ACC determines a residence

needs to be freshly painted, the Association shall provide notice, opportunity to cure and opportunity to request a hearing as set forth in Section J herein above, however an owner shall have no less than 60 days to cure such alleged violation. Fines may be imposed for an owner's failure to comply with a request described herein, subject to the notice requirements and fining limitations described in Section J herein above.

No resident shall occupy a dwelling or live on a lot unless basic utilities (including water, a septic system, and electricity) are installed, connected and working properly. All wiring and plumbing either inside or outside of the home must comply with federal, state and local building codes and standards in effect at the time the wiring and plumbing were installed. No outside toilet shall be installed on any lot. Drainage of sewerage into roads, streets, alleys, ditches, ravines, lakes, ponds or upon open ground is prohibited. It shall be a violation of these deed restrictions to willfully violate this section.

All residences being occupied shall be connected to the central water system that serves the Subdivision. No water wells shall be drilled or dug within the Subdivision. No resident may collect rain water in an open container, barrel or tank for any purpose, unless any opening is covered by an insect-proof screen. No lot owner shall permit standing water to remain on their premises and all lots shall be graded to ensure proper drainage during and after rain events. Any culverts installed for driveways or sidewalks shall be of sufficient size to permit the free flow of water through the drainage system. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

The excavation of soil for removal to another site is prohibited. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above. Additionally, the board may require any soil excavated and removed from a lot to be replaced.

There will be no "logging" or "clear cutting" of any lot in the subdivision, except for land clearance in preparation for construction of a residential structure previously approved by the ACC. Any trees/timber deemed by the board, after careful evaluation, to pose a significant threat to public safety, a threat to any utilities, or a threat to adjacent property must be removed. Selective removal of vegetation for fire prevention/suppression may be approved by the board.

## **2. Landscaping and Vegetation**

All lot owners shall maintain natural vegetation and conditions between the street and front of their homes. No landscape plan or planting inconsistent with this style shall be done on any lot. The ACC shall have the right to disapprove or halt any landscape plan inconsistent with the requirements of this section. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

In order to enhance vehicular and pedestrian traffic safety at street or road intersections, no hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain within 25 feet of any street or road intersection within the Subdivision. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above. After due notice pursuant to Section J herein above, the board may also employ persons to remove any plants, trees or shrubs that violate this section and assess the cost against the appropriate lot owner, which if remaining unpaid after 90 days shall constitute a lien against that lot owner's property.

The foregoing restrictions in this section shall not be applicable to vacant lots until such time as a residential improvement is added to the lot, with the exception of an issue of neighborhood safety and security, as described above.

### **3. Garbage and Trash Removal**

Refuse containers shall not be put out near the street for collection earlier than 5:00 a.m. on the day of pickup and must be removed from the front yard no later than 7:00 p.m. the same day. If construction is being conducted on a lot the contractor or lot owner may, if necessary, place a large waste container in the front yard during the period of construction to contain construction waste on the premises and prevent it from being blown about the Subdivision and to keep the construction site as neat as reasonably possible. Construction waste shall be put in a roll off daily. Lot owners shall contract with an appropriate trash collector for removal of refuse on a regular schedule at least weekly if a lot is occupied. It shall be a violation of these restrictions to dispose of household garbage or other refuse in a manner inconsistent with this section and the board may impose an appropriate fine or other penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

Lot owners shall maintain improved lots in a neat and clean condition, including mowing and/or trimming the grass on a regular basis during the growing season. Garbage, trash and other debris shall not be accumulated on the property except in appropriate containers with tight fitting lids and no lot shall be used as a dumping ground for garbage, trash, rubbish, junk or other waste. No building materials, whether new or used, shall be stored on a lot except during properly permitted construction activities. Construction materials shall be covered with an appropriate opaque tarp secured from the wind. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

If any improved lot, including landscaping and improvements, is not maintained and kept in the manner provided in these restrictions, the Association shall have the right, in its discretion, to furnish the labor and materials necessary to enter the property and bring the lot or its improvements into compliance with the standards set forth in these restrictions, but only after first complying with all notice provisions set forth in Section J herein above. The reasonable cost of such work, including any attorney's fees and expenses necessary to recover those costs, shall constitute a lien on the lot. In lieu of or in addition to performing the work as set forth above, the Association may impose an appropriate fine or other penalty on a lot for failing to properly



maintain the lot, subject to the notice requirements and fining limitations described in Section J herein above.

#### **4. Building Site and Materials**

Residents shall not store building materials or other materials outside on any property in the Subdivision except in conjunction with a building project approved by the ACC. Any building materials stored outside under these circumstances shall be neatly stacked and covered with an opaque tarp secured from the wind. During building projects contractors or other responsible workers shall clean the site of trash and other debris at the end of each workday and shall store trash and other debris in a container suitable for that purpose to prevent it from being blown onto other lots. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

#### **5. Pets and Livestock**

Residents shall not keep on any property in the Subdivision any large livestock or other domestic farm animal, such as horses, cattle, sheep, goats, or pigs. Small mammals and fowl may be kept for personal use, or for approved/certified FFA and 4H projects. The number of small mammals or fowl kept by any resident may not exceed five animals. Residents are permitted to have no more than two dogs and/or two cats, not including their nursing offspring. Residents are encouraged to spay and/or neuter all household pets. No animal may be kept in the Subdivision for any commercial purpose whatsoever, including but not limited to breeding. Dogs shall be kept on a leash and/or shall be confined at all times behind a suitable fence or indoors. Kennels shall be kept out of sight of the street. Any individual allowing a dog to defecate on any street, sidewalk or other public easement or property not owned by them shall immediately remove the fecal matter and place it in an appropriate container for disposal. The board, upon receiving any complaint supported by evidence, may declare an animal to be a nuisance because of its vicious disposition, destructive behavior, or propensity to remain unconfined. Any animal declared to be a nuisance shall be removed from the Subdivision within seven days of the owner receiving written notice of the board's decision. The board, in its discretion, may permit the animal to remain on the property if the owner meets specific conditions designed to mitigate the problem. All animals will be subject the Montgomery County Animal Control Rabies Control Guidelines. It shall be a violation of these restrictions to permit a banned animal to remain in the Subdivision and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

#### **6. Motor Vehicles and Recreational Vehicles**

Residents shall not keep on any property in the Subdivision any derelict or inoperable motor vehicle or any vehicle that does not have a valid registration. No major repairs shall be conducted on a motor vehicle with it visible from the street. No vehicles may be parked in the street except on a special occasion when a homeowner is hosting a party or other gathering, in which event no vehicle may be parked in a manner that blocks other residents from access to their driveways without the express permission of the resident affected. No recreational vehicles shall be used as temporary housing on any property for longer than three days without prior board

approval. No unlicensed motor vehicles shall be operated on subdivision roads or streets. No large commercial vehicles will be allowed to operate on subdivision roads or streets with the exception of delivery vehicles. The board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above

### **7. Flags**

Residents shall not display any flag except on an appropriate flagpole or standard permanently installed in the ground or on an appropriate staff or mast permanently affixed to the residence. Flags of the United States, State of Texas or bearing the emblems of the armed forces of the United States may be flown at all times according to appropriate customs and usage. No flag that is faded, torn or worn out may be displayed. Flags representing any other entity or cause may only be flown on special occasions (such as college flags on game day). Any flag displayed along with the United States flag must be placed no higher than the United States flag or in a subordinate position (such as below the United States flag if displayed on the same pole or standard). The board, in its discretion, may notify a resident that any flag displayed on the resident's property is too faded, worn or torn to be appropriately displayed and the written notice shall give the resident at least seven days but no more than 14 days to replace the flag with a new one or cease its display after fourteen days. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

### **8. Exterior Holiday Decorations**

Residents shall not display holiday decorations or exterior decorative holiday lights except on recognized holidays. Beginning on November 10 and continuing until January 15 of the next year during the winter holiday season. Decorations may be displayed on any other recognized federal or state holiday or customary religious holiday where it is traditional to display decorations or lights for a period not to exceed twenty days prior to and ten days after the holiday. Lights may be permanently affixed to their supporting structures. It shall be a violation of these restrictions to willfully violate this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

### **9. Commercial/Political Signs or Banners**

Residents shall not display any commercial sign or banner within the Subdivision. Political signs supporting/opposing a candidate or issue may be displayed but must not exceed three feet in width or three feet in height, be supported on an appropriate frame or stake driven into the ground, and not located on the street, sidewalk, or other easement. Political signs may not be displayed more than 30 days prior to the election to which it pertains and must be removed no later than seven days after the election to which it pertains. Political signs must be maintained in good condition and if a sign becomes damaged, torn, faded or deteriorated must be replaced.

Contractors providing services to a property owner or resident shall be permitted to erect contractor signs as required by law provided the sign is no larger than necessary to accomplish its purpose and is located wholly on the private property to which it pertains.

It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

#### **10. Excessive Noise**

No resident shall permit excessive noise to be made in the Subdivision. Noise (except noise created by the use of construction equipment such as saws or other power tools) is excessive if it exceeds 80 decibels at the property line. No resident shall operate a motor vehicle in the Subdivision that emits engine noise or music that exceeds 80 decibels. Loud noise generated on a lot constitutes a nuisance if it exceeds 80 decibels at the property line or is emitted between the hours of 9:00 p.m. and 8:00 a.m. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

#### **11. Single Family Housing**

No resident shall permit more than two adults to reside in the same household unless all of the adults are related to each other within the third degree of consanguinity by blood or marriage. This includes husband and wife, parents and children, siblings and first cousins, and their minor children. All dwellings shall be designed and built as single-family housing, and only one single family dwelling may be built on each lot. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

#### **12. Commercial, Obnoxious or Offensive Activities**

No resident shall permit any commercial enterprise (whether or not operated for profit) to be carried on by any person within the Subdivision except on lots or reserves dedicated to commercial purposes. No obnoxious or offensive trades or activities shall be carried on in the Subdivision and no nuisances (as that term is defined in the law) shall be permitted to continue. It shall be a violation of these restrictions to fail to abate a nuisance, in which event the board may impose an appropriate fine or other penalty, subject to the notice requirements and fining limitations described in Section J herein above.

#### **13. Burning**

No resident shall permit household trash, or other refuse to be burned on any property in the Subdivision as per Montgomery County Fire Marshal's guidelines. All household trash, or other refuse shall be disposed of in a legal manner.

#### **14. Hazardous Chemicals**

No resident shall dispose of hazardous chemicals, whether in liquid, solid, or gaseous form, except in a manner authorized by law. No chemical wastes, whether in liquid, solid or gaseous form, shall be dumped in any ditch, sanitary sewer, or storm sewer. All hazardous chemicals must be disposed of in a manner that complies with all federal, state, and local laws, rules and ordinances. It shall be a violation of these restrictions to willfully fail to comply with this section and the board may impose an appropriate fine or other approved penalty for any violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

#### **15. Easements and Roads**

All lots are sold and owned subject to the streets, roads, common areas and utility easements set forth in the Subdivision plat. No person shall unreasonably interfere with any easement. Any utility company or other public authority needing access to an easement may remove any obstruction to the easement at the expense of the lot owner. It shall be a violation of these restrictions to willfully interfere with the use of any easement in the Subdivision and the Board may impose an appropriate penalty for violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

All streets, roads and common areas shown on the Subdivision plat shall be maintained by the Association. The streets and roads are for the use of lot owners in the Subdivision and their guests, however the streets and roads may be accessed by authorized members of the public, such as delivery vehicles, refuse contractors, or maintenance vehicles, for the benefit of owners and their guests. The Association may take reasonable steps necessary to prevent the use of the Subdivisions streets and roads by the general public. No owner may construct an access point from non-Subdivision property to any road or street in the Subdivision without prior approval by the Association's board.

No person shall operate a vehicle of any kind in a manner that causes unreasonable damage to the streets, roads and other common areas within the Subdivision. Prohibited acts include speeding, exhibitions of acceleration, spinning tires, reckless driving, operating vehicles having more than three axles, or operating any combination of vehicles having more than five axles. Any heavy equipment traveling on the streets or roads within the Subdivision must be in connection with construction activities approved by the Architectural Control Committee, and must be on wheeled trailers. No heavy equipment will be allowed to travel independently on subdivision roads or streets. The board may, in its discretion, require a lot owner to pay the cost of repairing the streets or roads if heavy equipment working on their lot has caused substantial damage, subject to the notice requirements and fining limitations described in Section J herein above. It shall be a violation of these restrictions to willfully violate this section and the Board may impose an appropriate fine or penalty for violation of this section, subject to the notice requirements and fining limitations described in Section J herein above. Each instance that a violation occurs shall constitute a separate violation. The Board may, in addition to imposing any reasonable penalty for a violation, require the violator to pay the actual cost of repairing any damage to the roads.

## **16. Lakes**

No boat or other watercraft powered by an engine that burns fuel as its power source shall be operated on the lakes within the Subdivision. Only watercraft powered by sails, oars, paddles, or electric-driven motors from a storage battery are permitted. When not being used boats or watercraft may be kept along the shore near the lot of the owner provided they are secured to the shore with a rope, chain, or other device. If the watercraft owner does not own property adjoining the lake the boat or watercraft must be stored elsewhere. All boats and watercraft left unattended are the responsibility of the respective owner and the Subdivision is not responsible for any loss, theft, or damage to any boat or watercraft or any loss or damage caused by any watercraft. The board may impose an appropriate fine for a willful violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

No recreational swimming is permitted in the lakes at any time. The board may impose an appropriate fine for a willful violation of this section, subject to the notice requirements and fining limitations described in Section J herein above.

All areas on the Subdivision plat designated for recreational use, including but not limited to the lakes and park areas, are reserved for the recreational use of lot owners and their guests and are subject to the regulations established by these Deed Restrictions and the Association's board of directors. All such areas shall be kept neat and clean and no person shall dispose of any trash, refuse or other material in a recreational area except in appropriate trash collection containers. Lot owners shall accompany their guests at all times, otherwise the guests may be deemed to be trespassers.

## **M. Enforcement of Deed Restrictions**

The board shall have the authority and duty to enforce these deed restrictions in a fair and just manner reasonably calculated to accomplish the purpose of these Deed Restrictions, which is to enhance the quality of life of all individuals residing in the Subdivision and maximize the fair market value of the properties contained in the Subdivision. However, no board member may be sued in their individual capacity on any claim that they have not enforced the deed restrictions or any other regulations in a fair and just manner reasonably calculated to accomplish the purpose of the Deed Restrictions. Any such suit against a board member individually shall be deemed a suit against the member acting in their capacity as a representative of the Association and the Association shall indemnify and hold harmless a director in such a suit.

If, after receiving written notice from any individual or person that a violation of these Deed Restrictions has occurred, is occurring, or is likely to occur, the board has taken no action to enforce these restrictions and more than 30 days has elapsed since receiving the written notice, any individual or person owning a legal or equitable interest in any property in the Subdivision may file suit in a court of competent jurisdiction to enforce the restriction. A suit may include a request for a temporary restraining order, temporary injunction or permanent injunction to prohibit the violation and recovery of actual damages for any past violation. The prevailing party in any suit to enforce these Deed Restrictions shall be entitled to recover their reasonable attorney's fees, expenses and court costs against the violator but not against the Association.

**N. Adoption of these amendments**

On or after October 21, 2018, the Board of Directors shall give written notice by first class mail to all lot owners in the subdivision of these proposed amendments together with a ballot for voting in favor of these proposed amendments.

Individual lot owners shall vote in favor of these amendments by signing a notarized ballot and returning same to the current President of the Board of Directors, Michael Jett. Upon receipt by him of sufficient ballots to constitute a majority of the lots in the subdivision, the President shall append the ballots to these proposed Amendments and the Board of Directors shall cause these proposed Amended Deed Restrictions to be recorded in the Real Property Records of Montgomery County, Texas, at which time they shall become effective.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Return to:  
Michael Jett  
11211 Lake Dr. West  
Willis TX 77378

**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: [Signature] DATE: 12-7-18

PRINTED NAME: Antonio Zamedio LOT(S): 69

ADDRESS: 11145 Park Dr Willis, TX 77378

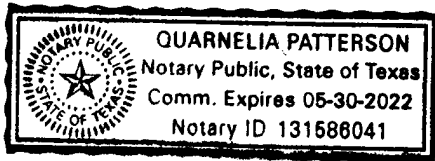
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Antonio Zamedio, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/02/2018

Quarnelia Patterson  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: [Signature] DATE: 12/2/18

PRINTED NAME: John C. Northlich LOT(S): 3

ADDRESS: 11140 Lake Dr. West Willis, TX 77378

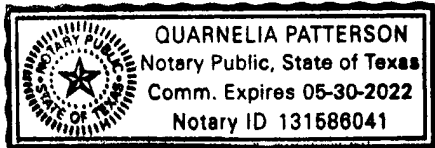
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared John Northlich, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/02/2018

Quarnelia Patterson  
NOTARY PUBLIC



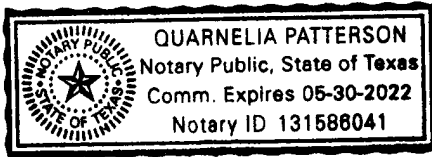
**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: Riley Newton DATE: 12/2/2018  
PRINTED NAME: Riley Newton LOT(S): 50 + 51  
ADDRESS: 1820 LAKE DRIVE EAST WILLIS, TX 77378  
STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Riley Newton, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/02/2018

Quarnelia Patterson  
NOTARY PUBLIC



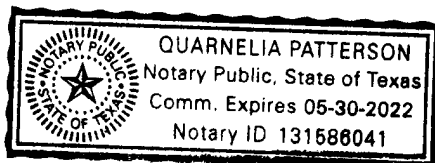
**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: Billy Greeney DATE: 12/2/18  
PRINTED NAME: Bill M Greeney LOT(S): 40, 41, 42, 43  
ADDRESS: 18085 Lake DR Willis, TX, 77378  
STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Billy Greeney, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/02/2018

Quarnelia Patterson  
NOTARY PUBLIC





**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: Wendell Gammons DATE: 12/2/2018

PRINTED NAME: Wendell Gammons LOT(S): 35, 36

ADDRESS: 11241 Lake Drive W. Willis Texas 77378

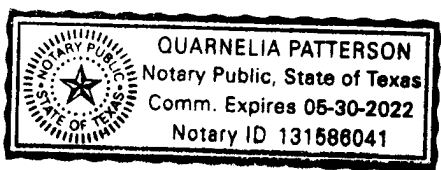
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Wendell Gammons, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/02/2018

Quarnelia Patterson  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: Cynthia Darlene Groce DATE: 12-2-18

PRINTED NAME: Cynthia Darlene Groce LOT(S): # 1

ADDRESS: 10935 Northline Willis, TX 77378

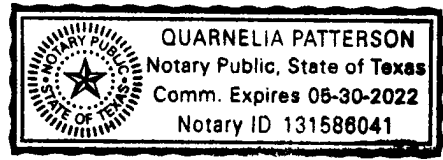
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Cynthia Darlene Groce, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/02/2018

Quarnelia Patterson  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

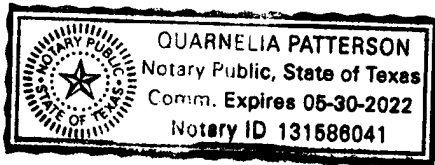
SIGNATURE: *[Signature]* DATE: 12/2/18  
PRINTED NAME: DAN BONNER LOT(S): 4, 5, 6, 7, 8, 9  
ADDRESS: 11054 NORTHLINE WILLIS, TX 77378

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Dan Bonner, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12

*Quarnelia Patterson*  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

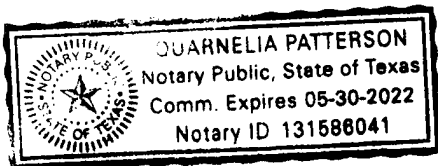
SIGNATURE: *[Signature]* DATE: 12/2/2018  
PRINTED NAME: MICHAEL JETT LOT(S): 30, 31, 32  
ADDRESS: 11211 LAKE DR. WEST WILLIS, TX 77378

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Jett, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/02/2018

*Quarnelia Patterson*  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: *JH* DATE: 11/5/18

PRINTED NAME: Justin Holliday LOT(S): 2 & 3

ADDRESS: 16085 Cedar Lane Loop Willis, TX 77378

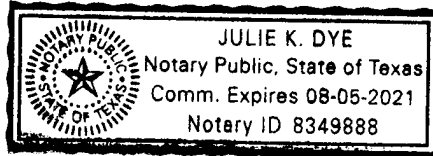
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared *Justin Holliday*, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 11-5-18

*Julie K Dye*  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: Crystal Green DATE: 12/2/18

PRINTED NAME: Crystal Green LOT(S): 65, 66

ADDRESS: 11180 Crestwood Dr Willis, TX 77378

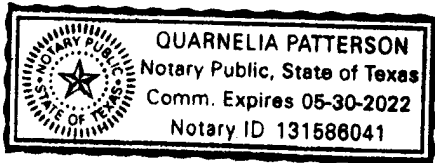
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Crystal Green, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/02/2018

Quarnelia Patterson  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: James L. Hunt DATE: 12/02/18

PRINTED NAME: James L. Hunt LOT(S): 13

ADDRESS: 17991 Pinemont Rd Willis, Tx. 77378

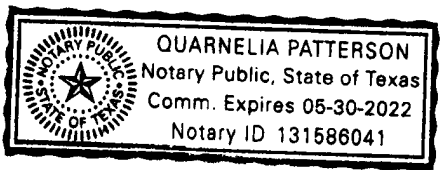
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared James Hunt, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/02/2018

Quarnelia Patterson  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: Wayne Moll DATE: Dec 2 - 2018

PRINTED NAME: Wayne MOLL LOT(S): 48, 49

ADDRESS: 18176 Lake Drive E Willis, TX 77378

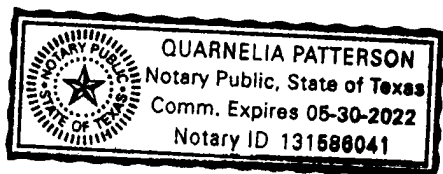
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared ~~Quarnelia Patterson~~ Wayne Moll, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: Dec 2 - 2018

Quarnelia Patterson  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: Jerry Mangum DATE: 11-23-2018

PRINTED NAME: Jerry Mangum LOT(S): 23-24

ADDRESS: Willis St 17358

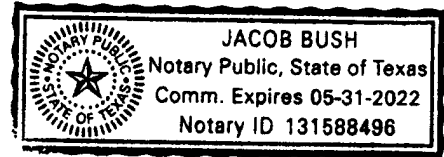
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Mangum, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 11-23-2018

Jacob Bush Jacob Bush  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: *Gene Cook* DATE: 12-2-18

PRINTED NAME: GENE COOK LOT(S): 44

ADDRESS: 18169 LAKE DR. E. WILLIS TX. 71378

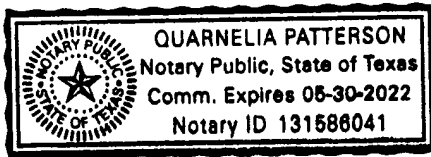
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Gene Cook, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/02/2018

*Quannelia Patterson*  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: *Albert Carranza* DATE: 30 DEC 18

PRINTED NAME: ALBERT CARRANZA LOT(S): 11, 12, 54, 55, 67, 68, 68A

ADDRESS: 17985 PINEHURST RD, WOODS TX 77378

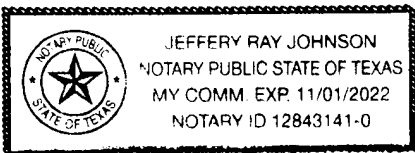
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Albert Carranza, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: December 3rd, 2018

*Jeffery Ray Johnson*  
NOTARY PUBLIC



**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

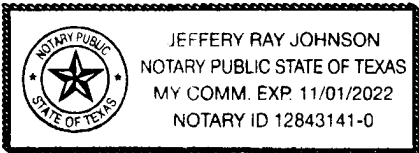
SIGNATURE: David Byars DATE: 12/04/2018  
PRINTED NAME: David Byars LOT(S): 71 & 72  
ADDRESS: 11185 Park Dr. Willis TX 77378

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared David Byars, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/4/18



[Signature]  
NOTARY PUBLIC

**SIGNATURES OF LOT OWNERS VOTING TO ADOPT THESE AMENDMENTS**

SIGNATURE: Patricia A. Fuller DATE: 12-5-18  
PRINTED NAME: Patricia A. Fuller LOT(S): 63 & 64  
ADDRESS: 11174 Crestwood Dr. Willis TX 77378

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Patricia Fuller, who after being duly identified and sworn deposed upon oath that he/she signed the foregoing instrument for the purposes and in the capacity stated therein.

DATE: 12/05/2018



[Signature]  
NOTARY PUBLIC



FILED FOR RECORD  
12/06/2018 12:51PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**RECORDER'S MEMORANDUM:**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of the illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number sequence on the date and time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

12/06/2018



County Clerk  
Montgomery County, Texas