

**FIRST AMENDED AND RESTATED DEDICATION OF RESTRICTIONS**  
**FOR**  
**CARRIAGE HILLS**

After Recording, Return To:  
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## **1. BUILDING PERMITS AND ARCHITECTURAL CONTROL**

No building or other improvements shall be erected, placed or altered, including any walls, or fence or the erection begun, or changes made in the design thereof after original construction on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee (the "ACC"), or its assignee as hereinafter provided, as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. The ACC's approval or disapproval as required herein shall be in writing. The ACC, shall be a committee of the Board, and shall be composed of no less than three (3) Members who are to be named by the Board. A majority of the ACC may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the the Board shall have full authority to designate a successor as recommended by the ACC. Neither the members of the ACC nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the ACC fails to approve or disapprove within forty-five (45) days after receipt of the required documents, approval will not be required and the related covenants for submission of plans set out herein shall be deemed to have been fully satisfied; provided however, in no case may plans, however approved, violate the covenants and restrictions contained herein. The Board, at the recommendation of the ACC, is hereby permitted to approve deviations in the location of improvements on Lots where, in its judgment, such deviation will result in a more beneficial use. Such variance must be granted in writing and recorded in the Official Public Records of Real Property of Montgomery County, Texas. The Owner of any Lot will be individually responsible for the installation of a septic system on his Lot or Lots and the septic system must meet the applicable federal, state or local jurisdiction restriction.

## **2. RESIDENTIAL USE**

All tracts in the Subdivision, unless otherwise designated on the aforementioned map or plat of this Subdivision shall be known and designated as "residential lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

### **A. USE**

No dwelling shall be erected, altered, placed or permitted to remain on any of said Lots other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence, constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate Lots be advertised for use or used as hotels, tourist cottages or as places of abode for transient persons.

(i) All single story dwellings erected on any residential Lots shall have an interior area of not less than 2000 square feet, provided further that one and one-half

story dwellings shall contain at least 1450 square feet on the ground floor and containing at least a total of 2200 square feet. In the event of an act of nature resulting in the destruction of the home, current owners may rebuild according to their previously approved square footage, and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other non-air conditioned area.

(ii) No building or structure shall be occupied or used until the exterior thereof is completely finished.

(iii) Except as may be authorized in writing by the ACC, or its assigns, no building shall be located nearer to the front Lot line than that shown on the recorded plat, nor nearer the side street than fifteen feet (15'), nor nearer than ten feet (10') to any side lot line, except that the slab or foundation for a garage only may not be nearer to any side lot line than five feet (5'). Provided further that on the following lots the front set back line will be seventy-five (75') feet: Section I, Lots 170 through 176 in Block 1, Section I, Lots 1 through 24 in Block V, Section I, Lots 1 through 7 in Block VII. Overhang of the walls and roofs of such building shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation. The Board, at the recommendation of the ACC, may grant variances to such building setback lines, which, in its judgment will result in a more beneficial use of the property. Such variance must be granted in writing and recorded in the Official Public Records of Real Property of Montgomery County, Texas. For the purposes of these First Amended Restrictions that now becomes the building setback line of said property for all purposes, including but not limited to the location of fences on the Lot. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in these First Amended Restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these First Amended Restrictions for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations. No granting of a variance shall be relied on by any Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of these First Amended Restrictions. Action of the Board in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

Except as may be authorized in writing by the ACC, all improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the largest set back line; provided that garages on corner lots may face the street if specifically approved by the ACC. No walls, fences or structures shall be erected or maintained nearest to the street than the than the front of the Residential Dwelling constructed on the Lot or, on corner Lots, nearer to the side Lot line than the side Lot building line parallel to the side street as shown on the recorded plat.

For the purposes of this covenant, unless otherwise provided for herein, eaves, steps and unroofed terraces shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the construction on one Lot to encroach upon another property owner's Lot.

(iv) No trade or business may be conducted in or from any Lot, except such use within a dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Subdivision; (c) the business activity does not involve visitation to the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility is expressly prohibited. The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods for or to persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor.

(v) All residences in the Subdivision are to have at least a two car enclosed attached garage or a two car non-attached garage.

## **B. CONSTRUCTION**

All exterior construction materials shall be approved by the ACC. No concrete blocks shall be used in said construction and all buildings shall be built on a concrete slab or a solid concrete beam foundation. In no event shall any house or building be moved onto any Lot or Lots in said subdivision. The exterior construction of any kind and character, be it the primary residence, garage, porches, or additions thereto, shall be completed within six (6) months after pouring of the slab. If no slab is required, plan approval shall be effective for six (6) months from the date of approval, after which time new plans must be submitted for review if the improvements are not completed.

## **C. STORAGE OF VEHICLES**

No boats, RV's or trailers of any type shall be permitted to be placed or stored forward of any building setback line. For purposes of this provision, in the event a building setback line variance has been granted, the approved varied building setback line shall control and no boats, RV's or trailers of any type may be permitted to be placed or stored forward of the varied building setback line. Structures for housing or storage of boats, RV's, or trailers of any type must have plans submitted by application to the ACC for approval.

## **D. PARKING OF VEHICLES**

Semi-trucks and/or tractor trailer or commercial vehicles are not to be parked in front of Lots on the Street, on common grounds of the Subdivision. On a day to day basis all vehicles parked on a Lot must be parked on concrete or other ACC approved permanent solid surface material.

### **3. GARBAGE AND TRASH DISPOSAL**

Garbage and trash shall be disposed of at least once a week. No Lot may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. Garbage bags do not constitute sanitary containers. All other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition at all times and not visible from any road or right-of way. Residents who desire to place trash containers near the street for trash pickup may place the container out at the street line no earlier than 6:00 p.m. the day prior to the designated pickup. Once emptied, the containers are to be removed from view no later than 10:00 p.m. of the day that the trash or refuse was collected. The Board of Directors of the Association shall have the authority to contract with any individual, public or private corporation or governmental agency to dispose of the trash. Payment for removal of the trash may be derived from the assessment by Association on the residents.

### **4. NUISANCES**

No noxious or offensive trade or activity shall be carried on or maintained on any Lot in the Subdivision, nor shall anything be done thereon which may be or become a nuisance in the Subdivision. Nuisance issues are those activities and items that create offense, which may or may not be in view of any Lot. A nuisance shall include but not be limited to, for example:

- a. Vehicles - Any motor vehicle not properly licensed, inoperable, junk or wrecking yards; storage of automobiles, trucks or other vehicles used for parts.
- b. Yards – All Lots, at Owner’s sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition.
- c. Miscellaneous – household items stored on a Lot not intended for outdoor use.

### **5. TEMPORARY STRUCTURES AS RESIDENCES**

No travel trailer, modular home, mobile home, motor home, RV, park model trailer, shack, barn or other outbuilding or structures shall be moved onto a Lot in the Subdivision nor shall any garage or other outbuilding be used as a temporary or permanent residence in the Subdivision.

### **6. ANIMALS**

No horses, cows, poultry or livestock of any kind, other than house pets, may be kept on a Lot, with the exception of the following Lots, on which Lots one horse or one cow (hereinafter “Permitted Livestock”) may be kept per acre:

Section II – Lots 58 through 62, Lots 80 through 83, Lot 99, Lots 105 through 113, and Lot 174;

Section III. Lots 175 through 186, Lot 215 and Lot 216

No Lot in the Subdivision shall be used for the commercial breeding and feeding of any animals. No common house pets, horses, or cows, are permitted to roam or wander off the Lot of said Owner of such animal without being on a leash, or under the physical control of an individual. No pets may reside on any Lot on which there is no inhabited dwelling unless the Owners reside on the adjacent Lot. Subject to the Permitted Livestock provision above, no animals, livestock (including swine of any kind) or poultry of any kind shall be raised, bred, or kept on any portion of the Subdivision, except that dogs, cats, or other usual and common household pets may be permitted in a dwelling. No pets are permitted to roam free. If, in the sole discretion of the Board, any pet endangers the health or safety of any Owner or resident, makes objectionable noise, or constitutes a nuisance or inconvenience to the residents or Owners of other dwellings or the Owner of any portion of the Subdivision, it shall be removed upon request of the Board. No animals or pets shall be kept, bred, or maintained for any commercial purpose. Dogs and cats shall at all times whenever they are outside a dwelling and/or fence, be confined on a leash which must be held by an individual.

#### **7. EASEMENTS**

Certain easements are reserved over and across Lots in the Subdivision as indicated on the recorded Subdivision plat and as further set forth herein, for the purpose of furnishing and/or the movement of electric power, water, sewage, drainage, telephone services and petroleum substances in and through the Subdivision and all contracts, deeds and conveyances of any of said Lots or portion thereof are hereby made subject to such easements. Such easements also include the right to remove all trees within the easements. All such easements further include the right to trim overhanging trees and shrubs located on the property belonging to or being a part of this Subdivision. It is each property Owner's responsibility to assure that water flow is not obstructed in drainage easements, ditches or culverts that are on their Lots.

#### **8. FENCES**

All fences and fence materials must be approved, in writing, by the ACC prior to construction. All wooden fences exposed to view from the street shall be built so that the finished side faces the street. No chain link fences may be built along the front line of any house or any Lot. No chain link fences are permitted to run parallel to side streets on corner Lots. All fences are to be maintained so as to appear neat, presentable and in good repair at all times.

#### **9. SIGNS**

Residents may post signs directing the public to garage sales, parties, or personal events, but such must be removed immediately at the close of such events. Signs advertising the sale of property are limited to no larger than five square feet but are not to be posted in any Common Area or county grounds. Open House signage and/or directional signs may be displayed only on the day of the Open House itself. For signs seeking the return of a missing pet, the signs should be freestanding and posted for no longer than one week. Any other signage not covered should be submitted to the Board for approval.

**10. ACCESS**

No driveways or roadways may be constructed on any Lot in the Subdivision that will furnish access to any adjoining Lots or property without the express prior written consent of the ACC.

**11. DRIVEWAYS**

All driveways must be approved by the ACC and paved before any new house may be occupied in the Subdivision.

**12. CULVERTS**

The size and construction of all drainage culverts in any drainage ditch (including road ditches) in the Subdivision, must be approved in writing by the ACC and in no event shall any culvert have an inside diameter of less than eighteen (18) inches or current county code.

**13. UTILITIES**

Each and every residence shall be required to connect to the public water lines as soon as they are made available or be connected to a Montgomery County approved well system.

**14. RE-SUBDIVISION**

No Lot may be re-subdivided without the written approval of the Board.

**15. FIREARMS**

The use or discharge of firearms is expressly prohibited within the Subdivision.

**16. MATERIALS STORED ON LOTS**

No building material or debris of any kind shall be placed or stored upon any Lot except during construction.

**17. DEFINITIONS**

a) "Association" shall mean and refer to Carriage Hills Community Improvement Association, Inc., its successors, replacements, and assigns. The Association has been, or may have been, formerly referred to as the Carriage Hills Section I Community Improvement Association and/or the Carriage Hills Section I, II and III Community Improvement Association and/or the Carriage Hills Community Improvement Association. The Association has the authority to collect and disburse those maintenance assessments as described in Paragraph 18 hereof, and to enforce these First Amended Restrictions.

b) "Owner" shall mean and refer to the record owner, whether one or more persons and entities, entities of the fee simple title to any Lot which is a part of the Subdivision including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

c) "Subdivision" and/or "Carriage Hills" shall mean and refer to that certain real property hereinabove described as comprising CARRIAGE HILLS – SECTIONS I, II AND III and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

d) "Common Area" shall mean and refer to all real property now or hereinafter owned by the Association for the common use and enjoyment of the Owners.

e) "Lot" shall mean and refer to any plot of land shown on the recorded plat of CARRIAGE HILLS – SECTIONS I, II and III.

f) "Board" and/or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

g) "Member" means an Owner, subject to eligibility as set forth herein.

h) "Member in Good Standing" means a Member who has all assessments of every type and category paid up to date, has no outstanding financial obligations to the Association that are delinquent and is not noted of record (or within the records) of the Association to have a deed restriction violation on any Lot owned by such Member. This definition of "Member in Good Standing" may further be expanded by the definition in the Bylaws of the Association, which definitions are incorporated herein by reference.

## **18. MAINTENANCE ASSESSMENTS**

The Restrictions imposed on each residential Lot or parcel of land (save and except those tracts designated as "Reserve Lots") owned within the Subdivision and each Owner of any Lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. All payments shall be applied first to costs and attorney fees, then to interest, and then to delinquent assessments.

No Owner may claim a reduction or abatement of assessments, or claim a set-off, based on any alleged failure of the Association or Board to take some action or to perform some function required under these First Amended Restrictions. No Owner may claim a reduction or abatement of assessments, or claim a set-off, based on an inconvenience or discomfort the Owner alleges to have experienced arising from repairs or improvements made by the Owner that are the responsibility of the Association as required under these First Amended Restrictions. The obligation to pay assessments is a separate covenant on the part of each Owner of a Lot.

## **19. PURPOSE OF ASSESSMENTS**

The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of Owners of Lots, for the improvement and maintenance of the Common Area, and the enforcement of these First Amended Restrictions. Any person proven to have damaged any Common Areas within the Subdivision will be held financially responsible for all repairs. Permissible uses of the assessments levied by the Association shall include, but not be limited to the payment for maintenance or installation of streets, roads, highways, curbs, gutters, sidewalks, tree, paths, parks, parkways, esplanades, vacant lots, mosquito fogging, the

employment of policemen, watchmen, or other security personnel, and the payment of legal fees incurred in connection with the enforcement of all charges and maintenance assessments, restrictions, covenants and conditions affecting the Subdivision.

## **20. MAXIMUM ANNUAL ASSESSMENT**

The initial annual assessment for the year 2010, established in these First Amended Restrictions shall not exceed One Hundred forty-eight and 71/100 Dollars (\$148.71) per Lot; except for the following lots, the maximum annual assessment shall be One Hundred Seventy-Seven and 34/100 Dollars (\$177.34) per Lot: Section II – Lots 58 through 62, Lots 80 through 83, Lot 99, Lots 105 through 113 and Lot 174; Section III – Lot 175 through 186, Lot 215, and Lot 216. The combining of two or more Lots shall not forgive the obligation of the Owner(s) of such combined Lots to pay assessments on all Lots so combined. By way of example and not limitation, if two Lots are combined to create one homesite, the homesite shall be obligated to pay two assessments.

The annual assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then current annual assessment to reasonably meet the expenses for providing services and capital improvements in the Subdivision and may, at its sole discretion and without a vote by the Members, increase the annual assessment in an amount up to five percent (5%) annually. The annual assessment may only be increased by more than five percent (5%) annually if such increase is approved by Members in Good Standing who represent a majority of the votes in the Association present at a meeting called for said purpose at which a quorum is present in person or by proxy. The annual assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Members representing a majority of the votes subject to such assessments present at a meeting called for said purpose at which a quorum is present in person or by proxy.

The Board may require advance payment of assessments at closing of the transfer of title to a Lot, and impose special requirements for Owners with a history of delinquent payment.

## **21. MEMBERSHIP AND VOTING RIGHT**

Every Owner of a Lot, which is subject to assessment, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person owns an interest in a Lot, all such persons shall be Members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to a Lot.

## **22. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS**

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of a Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. A written statement of assessment shall be sent to every Owner subject thereto or to the Owner's designee, or to the mortgage company holding a first lien on the Lot if the Owner has notified the Association in writing that the assessments are to be paid out of escrow funds established and collected by said mortgage company for the purpose of paying the assessments. Said written statement of assessment shall state (1) the amount of the assessments against the Lot stated in terms of the total due and owing on the assessments and (2) that unless the Owner shall pay the assessments within thirty (30) days following the date for such payment specified in the statement, the same shall be deemed delinquent and will bear interest at the rate of ten percent (10%) per annum on the unpaid portion of the assessment until paid. Upon written request by the Owner or a lien holder, the Association shall, within a reasonable time, issue to such Owner or lien holder a written certificate stating that all assessments and charges (including interest and costs) have been paid with respect to any specified Lot; and if all assessments and charges have not been paid, setting forth the amount of such assessments and charges (including interest and costs, if any) due and payable as of the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser, or lender, on the Lot specified in such certificate.

## **23. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. In the event any assessment is not paid within thirty (30) days after the due date, the Association, in addition to the right to sue the Owner individually, shall have the right to enforce its lien to the same extent, including a foreclosure sale and deficiency decree, and (to the extent the appropriate court will accept jurisdiction, subject to the same procedures, as in the case of mortgages or deeds of trust under the applicable law), and the amount due by such Owner shall include all assessments due and any interest due thereon, as well as the cost of such proceedings, including reasonable attorney's fees and interest. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his or her Lot.

## **24. SUBORDINATION OF LIEN**

The lien for assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any first mortgage on any Lot. The sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer shall not relieve such Lot from lien rights for any assessments thereafter becoming due. Where the mortgagee holding a first mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the mortgage, it shall not be liable for the share of the assessments or other charges by the Association chargeable to such Lot that became due prior to such

acquisition of title. However, from the date of foreclosure forward, such assessments shall again accrue and be payable to the Association. The Association or its agent or designee shall be required to give a written notice of the assessment to any Owner who has not paid an assessment that is due under these First Amended and Restated Restrictions. Such notice must be mailed to the Owner's last known address. The address of the Lot shall be presumed to be the address for proper notice unless written notice of another address shall be provided by the Owner to the Association.

## **25. BOARD OF DIRECTORS**

The Board of Directors of the Association shall function as representatives of all of the property Owners in the Subdivision for the enforcement and administering of the provisions of these First Amended and Restated Restrictions, and to give its attention to the matters hereinafter set out as functions of such Board of Directors, and shall be authorized to:

1. Collect and expend, in the interest of the Subdivision as a whole, the maintenance fund herein created;
2. Enforce, by appropriate proceedings, these First Amended and Restated Restrictions;
3. Enforce or release any lien imposed on any part of this Subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay maintenance charges herein provided for.

In order to be eligible to serve on the Board an individual must be: a Lot Owner, a current resident of Carriage Hills and be a Member in Good Standing. Elections whether for general elections or for the removal or replacement of members of the Board of the Association shall be governed by the following: The Board shall serve written notice of such election to each of the Lot Owners in the Subdivision by addressing such notice by U.S. mail, postage prepaid, to the last known address of such owners as set forth in the Bylaws thereby apprising said Owners of the time and place of such election. Posting of such Notice shall be conclusively deemed to be proper notice. Votes of Owners shall be evidenced by written ballots furnished by the Board of Directors of the Association and the Board of Directors shall preserve said ballots for a period of not less than one (1) year from date of said election. Any Owner may appoint a proxy to cast said Owner's ballot in such election, provided that said Owner's written appointment of such proxy is included on the ballot as a part thereof. The result of such election shall be determined by a plurality vote of those Owners then voting, at a meeting where a quorum is present.

The Board shall be obliged to arrange for elections for the removal and/or replacement of members of the Board when so requested in writing by twenty-five (25) or more Owners in the Subdivision. The Board may also call such an election within its own discretion.

Members of the Board may at any time, be relieved of their position and substitute Members therefore appointed by vote, as set out above. Upon the death, resignation, refusal or inability of any member of the Board to serve, the remaining members of the Board shall fill the vacancy for the remainder of said term. No member of the Board shall ever be liable to any

person, firm or corporation for any action taken with reference to the matters hereinabove set out or for any action (other than fraud or theft or any felony conviction) taken with respect to the collection and/or administration and/or expenditure of the maintenance fund herein provided for in these First Amended and Restated Restrictions. The acceptance by any party of a deed to any Lot in the Subdivision shall constitute each party's covenant and agreement that such liability shall not exist. No member of the Board shall receive any compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

## **26. ENFORCEMENT**

The Association acting through the Board or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of these First Amended and Restated Restrictions. Failure by the Association or the Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

## **27. SEVERABILITY**

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

## **28. BOOKS AND RECORDS**

The books, records and papers of the Association shall, during reasonable business hours, upon written request and by appointment during normal business hours, be subject to inspection by any Member for any proper purpose. The Articles of Incorporation, By-Laws of the Association, and First Amended and Restated Restrictions shall likewise be available for inspection upon written request by any Member at the principal office of the Association, by appointment during normal business hours for any proper purpose, where copies may be obtained at a reasonable cost.

## **29. ANNEXATION**

Additional property and common areas may be annexed to the Subdivision with the consent of two-thirds (2/3rds) of eligible voting Owners. Annual assessments for annexed areas should commence as to all lots on the first day of the month following conveyance of the first property to an owner. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that the appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

## **30. DURATION OF RESTRICTIONS**

The term of these First Amended and Restated Restrictions shall be perpetual. These First Amended and Restated Restrictions can be amended or modified at any time with the written approval by the Owners of two-thirds (2/3) of the Lots. Upon approval of the Owners, as set out above of said amended restrictions (as evidenced by the President's or Vice-President's signature) the amended restrictions shall be recorded in the Real Property Records of Montgomery County, Texas, whereupon to the extent of any conflict with these First Amended

and Restated Restrictions, the amendment or the amended restrictions shall control. For purposes of this section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot. Notwithstanding anything contained herein to the contrary, the Association shall be entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to these First Amended and Restated Restrictions:

A. by written ballot that states the substance of the amendment and specifies the date by which a ballot must be received to be counted; and/or

B. at a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records; and/or

C. by door-to-door circulation of a petition by the Association or a person authorized by the Association; and/or

D. by any other method permitted under these First Amended and Restated Restrictions.

### **31. MISCELLANEOUS PROVISIONS**

These First Amended and Restated Restrictions are for the benefit of the entire Subdivision, and shall be binding upon all Owners, any purchaser or his/her successors, heirs and assigns. All of the restrictions, easements and reservations herein provided and adopted as part of said Subdivision shall apply to each and every Lot therein and shall be taken and deemed as covenants running with the land, and when such Lot or Lots are conveyed the same shall be conveyed subject to such restrictions and reservations herein, and also as shown on the maps or plats of the Subdivision, and each Lot with such reservations, easements, restrictions, etc. are so referred to by reference thereto in any such deed or conveyance to any Lot or Lots in said Subdivision, the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

In witness whereof, the undersigned Owners of at least seventy-five percent (75%) of the real property in the Carriage Hills Subdivision have approved the foregoing First Amended and Restated Restrictions.

CARRIAGE HILLS COMMUNITY  
IMPROVEMENT ASSOCIATION, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: President

STATE OF TEXAS                   §  
  §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the President of the Carriage Hills Community Improvement Association, Inc. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public – State of Texas

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Carriage Hills Community Improvement Association, Inc., a Texas non-profit corporation; that the foregoing First Amended and Restated Restrictions were approved by Owners of at least seventy-five percent (75%) of the real property in the Carriage Hills Subdivision

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_Secretary

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

BEFORE ME, on this day personally appeared \_\_\_\_\_, the Secretary of the Carriage Hills Community Improvement Association, Inc., a Texas non-profit corporation known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public – State of Texas