

PROPERTY RESTRICTIONS

7-18-2011

**LYNNWOOD LAKE ESTATES
AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

KNOW ALL MEN BY THESE PRESENTS:

This AMENDED DECLARATION is made on the date hereinafter set forth by a majority of the record owners of lots in **LYNNWOOD LAKE ESTATES**, a subdivision in Waller County, Texas, as shown by the map or plat thereof filed in the Office of the County Clerk of Waller County, Texas, and recorded in Volume 198, Page 599, of the Waller County Deed Records, to which reference is made for all purposes.

WITNESSETH:

WHEREAS **LYNNWOOD LAKE ESTATES** consists of all that certain real property located in Waller County, Texas, that is more particularly described as:

Lots 1 through 48 of **LYNNWOOD LAKE ESTATES**, according to the map or plat thereof recorded in Volume 198, Page 599, of the Deed Records of Waller County, Texas;

WHEREAS the Declaration of Covenants, Conditions, and Restrictions for **LYNNWOOD LAKE ESTATES**, recorded in Volume 198, Page 600, of the Waller County Deed Records (hereinafter referred to as the "Declaration") and the Restrictions recorded in Volume 227, Page 664, of the Waller County Deed Records (hereinafter referred to collectively as the "Restrictions") restrict the use of the property; and

WHEREAS the Restrictions "run with the land" and the:

covenants, conditions, and restrictions shall be automatically extended . . . unless by duly recorded instruments signed by a majority of the then record owners of a majority of the lots in said addition, it is agreed to change said covenants, conditions, and restrictions in whole or in part;

WHEREAS a majority of the record owners of the lots in **LYNNWOOD LAKE ESTATES** desire to amend the Declaration of Covenants, Conditions, and Restrictions; and

WHEREAS, the signatures to this AMENDED DECLARATION represent the majority of the record owners of lots in **LYNNWOOD LAKE ESTATES**;

NOW THEREFORE, pursuant to the authority set forth in the Declaration, the Owners hereby amend the Declaration as set forth below:

Article 1 of the Declaration is hereby deleted and the following shall be inserted in its place:

1. DEFINITIONS

The terms set forth herein shall have the meanings indicated hereinafter, unless the context of a provision shall expressly indicate otherwise.

- 1.01. "Apartment home" shall mean and refer to a building with separate residential units that are each leased to individuals.
- 1.02. "Architectural Control Committee" shall mean and refer to that three-member committee established in Article 2 below, the members of which shall be the current President of the Association and two of the past-presidents of the Association currently residing in the subdivision.
- 1.03. "Association" shall mean and refer to that Texas non-profit corporation, its successors and assigns, the Members of which are Owners, and the name of which is: LYNNWOOD LAKE ESTATES PROPERTY OWNERS ASSOCIATION.
- 1.04. "Boarding home" shall mean and refer to a lodging house where rooms are leased and meals are provided to individuals.
- 1.05. "Declaration" shall mean and refer to the easements, restrictions, covenants, conditions, and all other provisions set forth on the map of LYNNWOOD LAKE ESTATES recorded in Volume 198, Page 599; the Declaration recorded in Volume 198, Page 600, of the Waller County Deed Records; the restrictions recorded in Volume 227, Page 664, of the Waller County Deed Records; and any amendments to those documents filed in the Official Public Records of Waller County.
- 1.06. "Duplex" shall mean and refer to a house with separate entrances for two or more families. This includes multi-story houses having a complete apartment on each floor and also side-by-side houses on a single lot that share a common wall.
- 1.07. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property.
- 1.08. "Member" shall mean and refer to a Member of the Association. Members are entitled to one vote per Lot owned.
- 1.09. "Owner" shall mean and refer to the record owner, whether one or more persons or parties, of a fee simple title to a Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Owners are entitled to one vote per Lot owned.

- 1.10. "Properties" shall mean and refer to that certain real property described as Lots 1 through 48 of LYNNWOOD LAKE ESTATES, according to the map or plat thereof recorded in Volume 198, Page 599, of the Deed Records of Waller County, Texas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 1.11. "Residential Purposes" shall mean a private single-family residence for the Owner, his family, guests, and tenants. Residential purposes as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial clubs and professional uses, whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited.
- 1.12. "Rules and Regulations" shall mean and refer to the policies, rules, and regulations duly adopted by the Association that are reasonably necessary to carry out the obligations of the Association under the Declaration, the Association's Articles of Incorporation, and bylaws.

All Lots in this subdivision shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any lots other than one detached single family dwelling not to exceed two stories in height, together with a private garage for not more than three (3) cars and servants' type quarters, which may be occupied by an integral part of the family occupying the main residence on the Lot, or by servants employed on the premises. No mobile home, manufactured home, or modular home shall be permitted on any Lot.

Article 2 of the Declaration is hereby deleted and the following shall be inserted in its place:

2. ARCHITECTURAL CONTROL

2.01. Architectural Control Committee. The Association shall designate and appoint a three-member Architectural Control Committee composed of the current President of the Association and two past presidents of the Association residing in the subdivision. Each position has a term of one year. In the event of death or resignation of any of the committee members, the Board of Directors of the Association may appoint a replacement to serve the remainder of the committee members' term. No member of the committee shall be entitled to any compensation for services provided pursuant to this covenant.

2.02. Approval of Plans & Specifications. No buildings shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and

or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with. No member of the committee shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of the committee shall cease on or after ten (10) years from date hereof, and the approval described in this covenant shall not thereafter be required unless, prior to said date, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision, and duly recorded, appointing a new committee who shall thereafter exercise the same powers previously exercised by the former committee.

3. No building shall be located nearer to the front lot line or nearer to the side lot line than those set forth on the following schedule:

(a) Lot Nos. 11, 12, 14 to 25 inclusive, and 27 to 38 inclusive; not nearer than 20 feet to the front line or high water line of the lake or creek. Not nearer than 5 feet to any side lot line.

(b) Lot Nos. 2 to 10 inclusive, 13, 39 to 48 inclusive - Not nearer than 40 feet to the front lot line or any side lot line.

(c) Lot Nos. 1 and 26 shall be submitted to the committee established in Art. 2 hereof for approval prior to building.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence permanently. In this regard, use of the structure in excess of any three consecutive calendar months shall be considered permanent.

6. No residential structure shall be placed on any lot unless its living area has a minimum of 750 square feet of floor

as to location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee. All construction, once commenced, must be completed within twelve (12) months.

2.03. Failure of Committee to Act. In the event the committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted for approval, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with.

Article 3 of the Declaration is hereby deleted and the following shall be inserted in its place:

3. No building shall be located nearer to the front Lot line or nearer to the side Lot line than those set forth on the following schedule:

- (a) Lot Nos. 11, 12, 14 to 25 inclusive, and 27 to 38 inclusive; not nearer than twenty (20) feet to the front line or high water line of the lake or creek. Not nearer than five (5) feet to any side lot line.
- (b) Lot Nos. 2 to 10 inclusive, 13, 39 to 48 inclusive – Not nearer than twenty (20) feet to the front lot line or any side lot line.
- (c) Lot Nos. 1 and 26 shall be submitted to the committee established in Article 2 hereof for approval prior to building.

Article 5 of the Declaration is hereby deleted and the following shall be inserted in its place:

5. No recreational vehicle, fifth-wheel, motor home, travel trailer, trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence permanently. In this regard, use at the structure in excess of any three consecutive calendar months shall be considered permanent.

Article 6 of the Declaration is hereby deleted and the following shall be inserted in its place:

6. No residential structure shall be placed on any Lot unless its living area has a minimum of One Thousand Two Hundred (1,200) square feet of floor area, exclusive of garages, carports, driveways, and patios. Any structure constructed prior to the execution of this Amended Declaration that is less than one thousand two hundred (1,200) square feet shall not be required to be enlarged to comply with this restriction.

area exclusive of garage.

7. The exterior walls of any residence shall be composed of wood, asbestos shingles, brick, brick veneer, stone, stone veneer, concrete or other masonry-type construction, but the committee outlined in Paragraph 2 above, shall have the power to waive these requirements, if necessary. No residence shall have walls or a roof of sheet iron or tin or aluminum without consent of the committee outlined in Paragraph 2 above.

8. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

9. The raising or keeping of hogs, sheep and goats, and more than one cow per acre on any part of the subdivision is strictly prohibited. All livestock must be kept confined to the owner's premises, and cannot be permitted to swim or wader in the lake.

10. No spiritous, vinous or malt liquors, or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any site in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation, or instruction relating to or affecting the use, occupancy or possession of any said sites.

11. No sign of any kind shall be displayed to public view except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

Article 7 of the Declaration is hereby deleted and the following shall be inserted in its place:

7. The exterior walls of any residence shall be composed of wood, hardi-plank, brick, brick veneer, stone, stone veneer, concrete or other masonry-type construction, metal or aluminum, but the Architectural Control Committee, shall have the power to waive these requirements, if necessary. Corrugated tin shall not be used on any residence.

Article 9 of the Declaration is hereby deleted and the following shall be inserted in its place:

9. The raising or keeping of hogs, sheep, goats, horses, and more than one cow per acre on any part of the subdivision is strictly prohibited, unless such livestock is being raised as a 4-H or FFA project. All livestock must be kept confined to the Owner's Lot, and cannot be permitted to swim or water in the lake. The owner of the livestock must be a permanent resident of LYNNWOOD LAKE ESTATES.

Article 11 of the Declaration is hereby deleted and the following shall be inserted in its place:

11. No sign of any kind shall be displayed to public view except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. This shall not prohibit the display of political signs less than ninety (90) days before the date of an election to which the signs relate or before the fifteenth (15th) day after that election date.

Article 13 of the Declaration is hereby deleted and the following shall be inserted in its place:

13. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers, and screened from public view by adequate planting or fencing. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage, rubbish, or trash shall be burned within said subdivision except on windless days under close supervision and upon the Owner's land only, and then only with an eight (8) foot fire break in an area with no overhanging limbs.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage, rubbish or trash shall be burned within said subdivision except on windless days under close supervision and upon the owner's land only, and then only with an eight (8) foot fire break in an area with no overhanging limbs.

14. No solid board fence nor barbed wire fence shall be erected or maintained or any part of any lot forward of the front or side building line of any lot or tract, nor on any side fronting a lake or platted road (public or private); nor shall any fence, pier or structure be constructed or maintained which interferes with the free and full use of the entire lake, creeks or platted roads (public or private), by the members of the Lynnwood Lake Estates Property Owners Association for fishing, boating or swimming, except that portion of the creek that lies wholly within a lot. No boat dock, pier or similar facility may be constructed or maintained on any creek, nor shall they be built to extend more than six (6') feet into the lake from the owner's high water line.

15. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the site upon which the improvements are to be erected, and shall not be placed in the street or between the street and property line. No stumps, trees, underbrush or refuse of any kind, or scrap materials from the improvements being erected on any site, shall be placed on any adjoining sites, streets or easements, and upon the completion of such improvements, any such material must be removed immediately from the property.

16. No cesspool shall ever be dug, used or maintained on any site in this subdivision and whenever a residence is established

on any site, it shall provide only an inside toilet and it shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with said site. Drainage of septic tanks, burning or otherwise placing of sewage, garbage, cutings or other waste into the lake, creeks, road, streets, ravines or open ditches is strictly prohibited and this prohibition is enforceable by any person or public body. Septic systems shall be constructed to conform to minimum standards required by the State, and County Health Departments. No portion of the septic tank or drain field shall be constructed within 75 feet of any lake or creek.

17. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Culverts must be used for driveways and for walks, and this restriction may be enforced by Waller County authorities. Buyer accepts responsibility for proper installation of culverts, which shall be installed in a manner which will not obstruct the flow of water in ditches, and inside bottoms of culverts must be even with or below level of ditches. Should a site abut on or be traversed by any drainage ditch, ravine or bayou, an easement is retained for the use of public authorities for ingress and egress, to maintain such drainage facility.

18. Each and every site owner by virtue of such ownership shall be bound to maintain the site to which such ownership attaches in a neat and clear condition free of high grass, weeds and debris.

19. ~~There shall be no hunting or discharge of rifles, pistols or shotguns within the subdivision.~~

20. No lot or tract may be divided or sold in any parcel less than the original size deeded by the corporation. If two or more tracts are owned by one single owner, the whole tract may be subdivided into as many tracts as were originally so deeded, but

Article 14 of the Declaration is hereby deleted and the following shall be inserted in its place:

14. No solid board or other solid fence nor barbed wire fence shall be erected or maintained on any part of any Lot forward of the front or side building line of any Lot or tract, nor on any side fronting a lake or platted road (public or private); nor shall any fence, pier or structure be constructed or maintained which interferes with the free and full use of the entire lake, creeks or platted roads (public or private), by the Members of the Lynnwood Lake Estates Property Owners Association for fishing, boating, or swimming. No boat dock, pier or similar facility may be constructed or maintained on any creek, nor shall they be built more than ten (10) feet in width or to extend more than fifteen (15) feet into the lake from the Owner's high water line.

Article 19 of the Declaration is hereby deleted and the following shall be inserted in its place:

19. There shall be no hunting or discharge of rifles, pistols, or shotguns within the subdivision, unless such discharge is for protection of the Owner or the Owner's property and livestock.

Except as herein amended, all other terms and provisions of the Original Declaration shall remain in full force and effect;

IN WITNESS WHEREOF, the undersigned being a majority of the record owners of the lots in LYNNWOOD LAKE ESTATES, have executed this document on the ____ day of _____, 2011.

<u>Lot No.</u>	<u>Printed Name & Address</u>	<u>SIGNATURE</u>

no more. When one person owns more than one lot, and builds in violation of the building restrictions of the separate lots, but not of the whole tract, the whole tract may not be subsequently sold in such a manner as to violate the building restrictions for the then divided lots.

21. The easements, building lines, limitations, covenants and restrictions, inscribed on the map or plat of said Lynnwood Lake Estate Subdivision, as above referred to, are made a part hereof such that this dedication is subject to them, and each of them, and they are included herein, as fully and completely as if they were written in this instrument.

22. The Corporation, its successors and assigns, and each and every subsequent property owner in said subdivision, their heirs and assigns, or any one thereof, shall have the right to enforce the observation and performance of each and all covenants, conditions, restrictions and limitations herein contained, or made a part hereof, and in order to prevent a breach or to enforce performance of same, shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition, restriction or limitation and either to prevent him or them from so doing or to recover damages or other dues for such violation. The violation of any such covenant, condition, restriction or limitation shall not operate to invalidate any mortgage, deed of trust, or other lien made or acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby subject, nevertheless, to the covenants, conditions, restrictions and limitations contained herein.

23. The parks, dam, lake and roads that are not specifically dedicated to the County are and shall remain the property

of the Lynnwood Lake Property Owners Association and its successors, hereafter called "Association". For the purpose of maintaining such parks, dam, lake and private roads, an annual assessment shall be levied against each lot and each tract, the amount thereof to be set by the Corporation, until 75% of the acreage is sold and conveyed, when such right shall pass to and become a power of the Association. Such levy or tax shall run with such land and be a charge against same and the Association is given the right and power to institute legal action necessary to collect same, including the right of sale of land that is delinquent after ninety (90) days' written notice of such delinquency, or such other means provided by law. Such annual charge shall not exceed \$5.00 for each \$1,000.00 valuation of the land taxed.

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

25. An easement for utility installation and maintenance thereof and ingress and egress of the Grantor and all others authorized to make such installations and maintain the same is reserved over the property covered by said easements as shown by the recorded plat of such property and the easements affecting said lots are reserved as shown on said recorded plat and in accordance therewith, whether such easement is over the real property line or over the side property line. Said utility easements are for all utilities now or hereafter to be installed in said locations according to custom and usage from time to time.

26. The Corporation or other owner of any lot or lots in said subdivision may make more onerous restrictions in any deed to any particular lot increasing the floor space required for such particular lot or making any other changes in these restrictions which are more severe and more onerous than the restrictions herein contained with reference to said lot, with such increased restrictions to be incorporated in the deed or other instrument at or prior to the time of the sale and passing of title.

27. For the purpose of creating and continuing a uniform plan for the improvements of the property in this subdivision, the restrictions herein imposed shall be and are hereby imposed upon each lot or parcel of land in said subdivision as shown by the map or plat above mentioned and shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the corporation, its successors and assigns, and all subsequent purchasers of said property, or any part thereof, and each partner shall be subject to and bound by such restrictions, covenants and conditions as fully as if these restrictions were fully incorporated in the deed or other instrument under which they claim.

28. Invalidation of any one of these covenants, conditions, restrictions or limitations by judgment, decree, usage or howsoever invalidated, shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Electronic Data Laboratories, Inc., acting by and through its duly authorized officers, has caused these presents to be executed on this 1st day of March, 1966.

ELECTRONIC DATA LABORATORIES, INC.

By Thomas G. Bousquet President

ATTEST:

Lynn C. Bousquet
Secretary

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____.

Notary Public, State of Texas