
**FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AUDUBON PLACE HOMEOWNERS ASSOCIATION
A SUBDIVISION IN BRAZORIA COUNTY, TEXAS**

WHEREAS, Declarant has previously filed that certain Declaration of Covenants, Conditions and Restrictions for Audubon Place, Section One recorded in Volume 20, Pages 195 and 196 of the Land Records of Brazoria County, Texas, as well as the following Amendments to the Declaration above described:

First Amendment to Declaration approved and September 12, 2001, at filed for record January 14, 2002 at 11:08 A.M. by the County Clerk, Brazoria County as document number 02001991.

Second Amendment to Declaration approved October 27, 2010, and filed for record August 17, 2011 at 2:07 P.M. by the County Clerk, Brazoria County as document number 2011033780.

Third Amendment to Declaration approved December 6, 2011, and filed for record December 14, 2011 at 3:47 P.M. by the County Clerk, Brazoria County as document number 2011051303.

WHEREAS, by a vote of the Audubon Place Homeowners Association on Oct. 29, 2013, the Members of Audubon Place Homeowners Association approved the following changes to the Declaration; and

WHEREAS, this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions has been executed for the purpose of effecting the changes to the Declaration which were approved by the said ballot.

NOW, THEREFORE, the Declaration is hereby amended as follows:

- 1) Article VII. Section 15. is hereby amended to read in its entirety as follows:

Section 15: Signage. No sign, advertisement or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except one (1) sign for each building site, of not more than twenty-eight (28) inches by thirty-eight (38) inches, advertising property for sale or rent, except signs used by the Declarant or a Participating Builder to advertise the Property during the construction and sales period. The Declarant and the Association shall have the right to remove any signs, advertisements or billboards or structure which is placed on said Lot or Property in violation of this Section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. *School spirit signs or security signs subject to the conditions relating to size and period of display, as contained in the guidelines, are permitted.*

- 2) Article VII. Section 18. is hereby amended to read in its entirety as follows:

Section 18: Parking and Storage of Automobiles, Boats, Trailers, other Vehicles and Equipment. No commercial vehicle, unlicensed vehicle or vehicle with expired tags shall be permitted to remain upon any Lot within the Property unless fully enclosed within a garage or similar fully enclosed structure. Except in connection with construction activities, no automobiles boats, trailers, campers, trucks, trailers, recreational vehicles, boats, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging and other large vehicles, including grounds maintenance equipment, may be parked or stored permanently or semi-permanently on any portion of the Common Open Areas, any public or private street right-of-way, or any portion of a Lot in front of the front plane of the house

on the Lot in question. Parking of all such vehicles shall be in garages or screened enclosures approved by the Architectural Review Committee. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for forty-eight (48) or more consecutive hours. No eighteen wheel vehicles and other similar large van or flat-bed type vehicles may be parked on any public or private street right-of-way, front yard area or on driveways except to deliver or pick up merchandise or other materials to and from residents or construction sites. The Board of Directors shall have the right to tow any vehicles(s) at owner's expense; the keeping or parking of which violates this Declaration upon forty-eight (48) hours' notice. *No guest of an Owner, lessee or other occupant of a Lot shall be entitled to park on any street in the community overnight for a period longer than forty-eight (48) consecutive hours. Parking in the grass or on the lawn of a lot is prohibited.*

- 3) Article VII. Section 22. is hereby amended to read in its entirety as follows:

Section 22: Trash Collection. All rubbish, trash and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the lots and not be allowed to accumulate thereon. *Trash, including recycle bins, heavy trash and yard waste, may not be placed at the curb for trash pick-up earlier than 5:00 p.m. of the day preceding the day for scheduled trash pick-up. Trash cans must be removed from view by 7:00 p.m. of the trash pick-up day. In the event that the City of Pearland guidelines are revised to reflect otherwise, the new city ordinance will be followed.* All clotheslines, refuse containers, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Architectural Review Committee, or unless fully enclosed within a garage or similar fully enclosed structure.

- 4) Article VII. Section 25. is hereby amended to read in its entirety as follows:

Section 25: Walls, Fences and Hedges. The intent of this section is to minimize the obstruction of overviews within the Property while at the same time providing for the privacy of Owners and Members of the community in areas where such privacy is desired. All walls, fences, planters and hedges shall be controlled strictly for compliance with the general intent and the specific requirements of this Declaration and the architectural standards established by the Declarant or the Architectural Review Committee. *Any line fence (of new installation or replacement) shall be of an open construction and five feet (5') in height, unless an exception is granted by the ARC at its sole discretion and shall not interfere with any easements such as drainage easements granted under section 13 of this Article. Any hedge, tree line or combination structure planted within twenty-five (25) feet of any lot line shall not be allowed to grow to a height over five feet. It is the responsibility of the Owner of the Lot to maintain any such hedge, tree line or combination structure at the appropriate height of five feet.*

No chain link fence shall be erected on any lot, except for the purpose of enclosing a tennis court or other use for which a municipality or governmental authority requires chain link fencing and unless approved by the Architectural Review Committee. Taller fencing or privacy walls are allowed closer to the main residences and other structures to provide the necessary privacy. Such structures are subject to the requirements of Article VI, Section I of this Declaration. Owners shall abide by the guidelines, rules and regulations issued from time to time by the Architectural Review Committee when planning for any type of blocking structure.

All fencing shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent with this Declaration and the architectural standards established by the Declarant or the Architectural Review Committee.

- 5) Article VII. Section 28. is hereby amended to read in its entirety as follows:

Section 28: Removal of Soil and Trees and Conservation Easement. The digging of soil or the removal of soil from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on said Lots and then, only according to approved grading and landscaping plans. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees and then only following the obtaining of written approval for such cutting or removal by the Declarant or the Association, given in their sole discretion. *If any changes to the easement impedes the flow of drainage, it is the sole responsibility of the homeowner to come into compliance at their own expense. The HOA Board and/or ARC can grant encroachments to the easement. The burden of proof lies with the property owner to keep the written authorizations on file.*

- 6) Article VII. Section 32. is hereby added to read in its entirety as follows:

Section 32: Mailbox Maintenance: *Mailbox maintenance, including repair, replacement and painting is the responsibility of each Owner and must be continuously maintained in an attractive manner.*

- 7) Article VII. Section 33. is hereby added to read in its entirety as follows:

Section 33: Maintenance of Basketball Goals and Yard Accessories: *Portable or permanent basketball goals do not require ARC approval but must be maintained, including netting, backboards and painting. Yard Accessories such as benches and yard art must be submitted to the ARC for approval and continuously maintained in an attractive manner.*

- 8) Article VII. Section 34. is hereby added to read in its entirety as follows:

Section 34: Landscaping: *Any landscaping plan for each Lot shall be submitted to the ARC for approval.*

- (a) *All front and side yards of each Lot shall, unless otherwise approved by the ARC, shall be sodded with grass.*
- (b) *All landscaping for a lot shall be completed in accordance with the landscaping plan approved by the ARC no later than thirty (30) days following the issuance of an approval.*
- (c) *No hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any lot where such hedge or shrubbery interferes with traffic sight lines.*
- (d) *No vegetable, herb or similar gardens or plans shall be planted or maintained in the front or side yards of any Lot or in the rear (back) yard of any Lot visible from any street.*
- (e) *Each owner shall be responsible for maintaining and replacing, if needed, the front yard in accordance with the ARC guidelines. No trees are allowed between the sidewalk and the street.*
- (f) *The Owner of each lot shall plant and maintain grass between the boundary of their Lot and the paved right of way adjacent to their lot.*

- 9) Article VII. Section 35. is hereby added to read in its entirety as follows:

Section 35: Holiday Decorations. *Season or holiday decorations (e.g., Christmas trees and lights, pumpkin, Easter decorations) shall be removed from each residential dwelling within 30 days after such holiday passes.*

10) Article VIII. is hereby amended to read in its entirety as follows:

ARTICLE VIII
Exterior Maintenance

Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering, weeding and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the maintenance of all landscape bedding, (including weeding and replacing dead or dying plant materials) and the painting (or other appropriate external care) of all buildings and other improvements including fencing, all in a manner and with such frequency as is consistent with good property management. Any areas that are established as natural habitats are exempt from any mowing requirements. Such areas must, however, be kept neat and clear of any debris or dead plant materials.

IN WITNESS WHEREOF, this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Audubon Place is effective as of the date it is recorded with the County Clerk, Brazoria County, Texas.

EXECUTED this the 27 day of May, 2014.

AUDUBON PLACE HOMEOWNERS ASSOCIATION, INC.

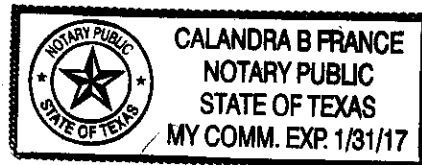
By: Micheline Marcoux
Print Name: Micheline Marcoux
Title: President

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

I, the undersigned authority, a Notary Public in and for the State of Texas, do hereby certify that on the 27 day of May, 2014, personally appeared Micheline Marcoux who being by me duly sworn, declared that he is one of the persons who signed the foregoing instrument as a member of the Board of Directors of Audubon Place Homeowners Association, Inc. and that the statements therein are true.

Calandra B France
Notary Public in and for
The State of Texas

After recording return to:
CLARK & JORDAN L.P.
Attorneys at Law
9225 Katy Freeway, Suite 314
Houston, Texas 77024

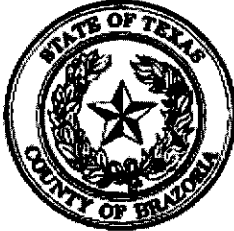


FILED and RECORDED

Instrument Number: 2014029285

Filing and Recording Date: 07/15/2014 12:03:06 PM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

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cclerk-juanita