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AMEND

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING VILLAGE ESTATES

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WHEREAS, this First Amended Declaration applies to the operation and utilization of property within the Spring Village Estates Subdivision, an addition in Harris County, Texas, according to the map or plat thereof, recorded in the Map Records of Harris County, Texas under Clerk's File Number V227663, along with any additions, supplements, or re-plats thereof (the "Subdivision"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Spring Village Estates are recorded in the Harris County Real Property Records under Clerk's File No. V304831, along with any amendments, supplements, annexations thereto (referred to herein as the "Declaration"); and

WHEREAS, the Homeowners Association of Spring Village Estates, Inc. (the "Association"), a Texas non-profit corporation, which is governed by its Board of Directors (the "Board"), is the governing entity of the Spring Village Estates Subdivision; and

WHEREAS, Chapter 209.0041(h) of the Texas Property Code provides that a declaration may be amended by a vote of 67% of the total votes in the Association;

NOW THEREFORE, in accordance with the foregoing, and as evidenced by the certification attached hereto, the Association Declaration is hereby amended to read as follows:

I. Article II, Section 2.3(W) of the Declaration had previously read as follows:

Lot Maintenance: The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner. In no event shall an Owner use any Lot for storage of materials or equipment (except for normal residential purposes or incident to construction of improvements thereon as herein permitted), or permit the accumulation of garbage, trash or rubbish of any kind thereon. Owners shall not burn anything on any Lot. The drying of clothes in public view is prohibited. The Owners or occupants of any Lots at the intersection of streets or Lake Lots, where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure to screen the following from public view: yard equipment, wood piles, and storage piles that are incident to the normal residential requirements of a typical family.

is hereby amended to read as follows:

Lot Maintenance: The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner. In the event an owner fails to property maintain their Lot consistent with this provision and the Landscape Plan created for their property pursuant to Section 2.3(T) above, there is hereby granted a general right and easement to the Association, and any manager or contractor employed by the Association, to enter upon any Lot or any portion thereof in order to abate, remove, or cure any condition (perform "Self-help") that violates the Declaration or Governing Documents for the

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Subdivision, including, but not limited to bringing such Lot into compliance with Lot maintenance provisions of this Declaration.

Except in the event of emergencies, this easement is to be exercised only during normal business hours. Unless an emergency situation exists, such Self-help shall be preceded by written notice in compliance with Chapter 209.006 of the Texas Property Code. All costs of Self-help, including any management fees or reasonable attorney's fees actually incurred, should be assessed against the violating Owner and shall be subject to the assessment lien provided in Sections 5.2 and 5.6 of this Declaration.

The Association, or its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

In no event shall an Owner use any Lot for storage of materials or equipment (except for normal residential purposes or incident to construction of improvements thereon as herein permitted), or permit the accumulation of garbage, trash or rubbish of any kind thereon. Owners shall not burn anything on any Lot. The drying of clothes in public view is prohibited. The Owners or occupants of any Lots at the intersection of streets or Lake Lots, where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure to screen the following from public view: yard equipment, wood piles, and storage piles that are incident to the normal residential requirements of a typical family.

II. Article III, Section 3.9 of the Declaration had previously read as follows:

Notice of Noncompliance: If, as a result of inspections or otherwise the Architectural Control Committee finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the description and materials furnished by the Applicant to the Architectural Control Committee, or has not been completed within the required time period after the date of approval by the Architectural Control Committee, the Architectural Control Committee shall notify the Applicant in writing of the noncompliance ("Notice of Noncompliance"), which notice shall be given, in any event, within sixty (60) days after the Architectural Control Committee receives a Notice of Completion from the Applicant. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance. If the Applicant does not comply with the Notice of Noncompliance within the period specified by the Architectural Control Committee, the Association may, acting through the Board, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the real property on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas; (b) remove the noncomplying Improvement to Property; and/or (c) otherwise remedy the

noncompliance (including, if applicable, completion of the Improvement to Property in question), and, if the Board elects to take any action with respect to such violation, the Applicant shall reimburse the Association upon demand for all expenses incurred therewith. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

is hereby amended to read as follows:

Notice of Noncompliance: If, as a result of inspections or otherwise the Architectural Control Committee finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the description and materials furnished by the Applicant to the Architectural Control Committee, or has not been completed within the required time period after the date of approval by the Architectural Control Committee, the Architectural Control Committee shall notify the Applicant in writing of the noncompliance ("Notice of Noncompliance"), which notice shall be given, in any event, within sixty (60) days after the Architectural Control Committee receives a Notice of Completion from the Applicant. The Notice of Noncompliance shall specify the particulars of the noncompliance, shall require the Applicant to take such action as may be necessary to remedy the noncompliance, and shall provide the Owner notice in compliance with Chapter 209 of the Texas Property Code regarding the possibility of fines being assessed, charges to cure violation being incurred, and legal fees being incurred, as well as an opportunity for a hearing before the board. In the event work is in process on an unapproved Improvement, the Association may notify the Lot Owner to immediately cease the work until approval is obtained, and the Association shall be entitled to a temporary restraining order and temporary injunction ordering the Owner to immediately stop all unapproved work based solely upon the restriction violation of having failed to obtain approval.

If the Applicant does not comply with the Notice of Noncompliance within the period specified by the Architectural Control Committee, the Association may, acting through the Board, at its option but with no obligation to do so:

- (a) record a Notice of Noncompliance against the real property on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas;
- (b) remove the noncomplying Improvement to Property;
- (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement to Property in question), and, if the Board elects to take any action with respect to such violation, the

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Applicant shall reimburse the Association upon demand for all expenses incurred therewith; and/or

(d) assess a fine up to fifty dollars (\$50.00) for each day of noncompliance following the expiration of the time period specified by the Architectural Control Committee for compliance.

All costs to the Association to obtain compliance shall be assessed to account for the noncomplying Lot and Owner of such Lot and shall be subject to the assessment lien and right to foreclosure provided in Sections 5.2 and 5.6 of this Declaration.

The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

EFFECTIVE ON THE DATE OF RECORDING

CERTIFICATION

"I, the undersigned, being the president of the Homeowners Association of Spring Village Estates, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: [Signature]
Print name: Bonnie Knowlton

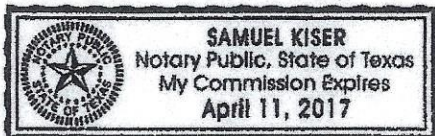
ACKNOWLEDGEMENT

STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Bonnie Knowlton, president of the Homeowners Association of Spring Village Estates, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

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Given under my hand and seal of office this the 11th day of October, 2013.



[Signature]
Notary Public, State of Texas

RETURN TO:

Holt & Young, P.C.
9821 Katy Freeway, Suite 350
Houston, Texas 77024

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FILED FOR RECORD
8:00 AM

OCT 24 2013

Stan Stewart
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas

OCT 24 2013



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS