

AMEND  
Y

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

WHEREAS, this Second 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

1EE

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Spring Village Estates and First Amendment to Declaration of Covenants, Conditions and Restrictions for Spring Village Estates are recorded in the Harris County Real Property Records under Clerk's File Nos. V304831 and 20130543350 respectively, 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:

**Article I, Section 1.1(E) of the Declaration had previously read as follows:**

**E. ASSOCIATION** – Spring Village Estates Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

is hereby amended to read as follows:

**E. ASSOCIATION** – Homeowners Association of Spring Village Estates, Inc., a Texas non-profit corporation, its successors and assigns and/or Spring Village Estates Homeowners Association, Inc., its successors and assigns.

**Article II, Section 2.1(C) of the Declaration had previously read as follows:**

**PASSENGER VEHICLES.** Except as otherwise provided in this Declaration, no Owner, lessee, tenant or occupant of any Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep, or store any vehicle on any Lot, which vehicle is visible from any street in the Subdivision, or any neighboring lot, other than a passenger vehicle, pick-up truck, or motor cycle, and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours.

ER 072-25-1616



- (i) No passenger vehicle, pick-up truck, or motorcycle owned or used by the residents of a Lot shall be permitted to be parked overnight on any street in the Subdivision.
- (ii) There shall be no limitation upon the number of vehicles or motorcycles which may be parked on the Property by guests of the Owner, lessee or other occupant of a Lot; provided that no guest of an Owner, lessee, or occupant of a Lot shall be entitled to park on any street in the Subdivision overnight and no guest of an Owner, lessee, or occupant of a Lot shall be entitled to on the driveway of a Lot for a period longer than fourteen (14) days.

is hereby amended to read as follows:

**PASSENGER VEHICLES.** Except as otherwise provided in this Declaration, no Owner, lessee, tenant or occupant of any Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep, or store any vehicle on any Lot, which vehicle is visible from any street in the Subdivision, or any neighboring lot, other than a passenger vehicle, pick-up truck, or motor cycle, and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours.

- (i) No passenger vehicle, pick-up truck, or motorcycle owned or used by the residents of a Lot shall be permitted to be parked overnight on any street in the Subdivision.
- (ii) There shall be no limitation upon the number of vehicles or motorcycles which may be parked on the Property by guests of the Owner, lessee or other occupant of a Lot; provided that no guest of an Owner, lessee, or occupant of a Lot shall be entitled to park on any street in the Subdivision overnight and no guest of an Owner, lessee, or occupant of a Lot shall be entitled to park on the driveway of a Lot for a period longer than fourteen (14) days.

In the event an Owner or Lot is in violation of this subsection, a Notice of Violation sent to the Owner of the Lot shall require that the violation be cured within seven (7) days of the date of the Notice of Violation.

**Article II, Section 2.1(D) of the Declaration had previously read as follows:**

**D. OTHER VEHICLES.** No mobile home, trailers, recreational vehicles, or boats shall be parked, kept or stored on the Property, if visible from any street in the Subdivision or any neighboring Lot, longer than fourteen (14) days in any forty-five (45) day period; provided that, a mobile home, trailer, recreational vehicle, or boat may be parked in the garage on a Lot or in another structure approved by the Architectural Control Committee.

is hereby amended to read as follows:

**D. OTHER VEHICLES.** No mobile home, trailers, recreational vehicles, vehicles designed for use in commercial applications, vehicles indicating they are used for commercial purposes, or boats shall be parked, kept or stored on the Property, if visible



from any street in the Subdivision or any neighboring Lot, longer than fourteen (14) days in any forty-five (45) day period; provided that, a mobile home, trailer, recreational vehicle, vehicle designed for use in commercial applications, vehicle indicating it is used for commercial purposes, or boat may be parked in the garage on a Lot or in another structure approved by the Architectural Control Committee. In the event an Owner or Lot is in violation of this subsection, a Notice of Violation sent to the Owner of the Lot shall require that the violation be cured within seven (7) days of the date of the Notice of Violation.

**Article II, Section 2.1(E) of the Declaration had previously read as follows:**

**E. VEHICLE REPAIRS.** No passenger vehicle, pick-up truck, mobile home, trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed or repaired on any Lot within the Subdivision, if visible from any street in the Subdivision or any neighboring Lot, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs of less than twenty-four (24) hours.

is hereby amended to read as follows:

**E. VEHICLE REPAIRS.** No passenger vehicle, pick-up truck, mobile home, trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed or repaired on any Lot within the Subdivision, if visible from any street in the Subdivision or any neighboring Lot, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs of less than twenty-four (24) hours. In the event an Owner or Lot is in violation of this subsection, a Notice of Violation sent to the Owner of the Lot shall require that the violation be cured within three (3) days of the date of the Notice of Violation.

**Article II, Section 2.1(F) of the Declaration had previously read as follows:**

**F. NUISANCES.** No rubbish or debris of any kind shall be placed or permitted to accumulated upon or adjacent to any Lot and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. No nuisance shall be permitted to exist or operate upon any Lot. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot.

is hereby amended to read as follows:

**F. NUISANCES.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. No nuisance shall be

ER 072-25-1618



permitted to exist or operate upon any Lot. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. In the event an Owner or Lot is in violation of this subsection, a Notice of Violation sent to the Owner of the Lot shall require that the violation be cured within three (3) days of the date of the Notice of Violation.

**Article II, Section 2.1(H) of the Declaration had previously read as follows:**

**H. TRASH CONTAINERS.** No garbage or trash shall be placed or kept within the Subdivision, except in covered containers of a type, size, and style approved by the Architectural Control Committee. In no event shall any such containers be maintained on a Lot so as to be visible from any street in the Subdivision or any neighboring Lot, except to make the same available for collection, and then only the shortest time reasonably necessary to allow such collection.

is hereby amended to read as follows:

**H. TRASH CONTAINERS.** No garbage or trash shall be placed or kept within the Subdivision, except in covered containers of a type, size, and style approved by the Architectural Control Committee. In no event shall any such containers be maintained on a Lot so as to be visible from any street in the Subdivision or any neighboring Lot, except to make the same available for collection, and then only the shortest time reasonably necessary to allow such collection. In the event an Owner or Lot is in violation of this subsection, a Notice of Violation sent to the Owner of the Lot shall require that the violation be cured within three (3) days of the date of the Notice of Violation.

**Article II, Section 2.1(I) of the Declaration had previously read as follows:**

**I. CLOTHES DRYING.** No outside clothesline or other outside facilities for the drying or airing of clothes shall be erected, placed, or maintained on any Lot so as to be visible from any street in the Subdivision or any neighboring Lot.

is hereby amended to read as follows:

**I. CLOTHES DRYING.** No outside clothesline or other outside facilities for the drying or airing of clothes shall be erected, placed, or maintained on any Lot so as to be visible from any street in the Subdivision or any neighboring Lot. In the event an Owner or Lot is in violation of this subsection, a Notice of Violation sent to the Owner of the Lot shall require that the violation be cured within three (3) days of the date of the Notice of Violation.

**Article II, Section 2.1(J) of the Declaration had previously read as follows:**

**J. RIGHT TO INSPECT.** During reasonable hours, Declarant, any member of the Architectural Control Committee, any member of the Board, or any authorized



representative of any of them, shall have the right to enter upon and inspect any Lot, and the exterior of the improvements thereon, for the purpose of ascertaining whether or not the provisions of the Restrictions have been, or are being, complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

is hereby amended to read as follows:

**J. RIGHT TO INSPECT AND ENTRY.** During reasonable hours, Declarant, any member of the Architectural Control Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon any Lot, and the exterior of the improvements thereon, for the purpose of inspection and ascertaining whether or not the provisions of the Restrictions have been, or are being, complied with, or to gain compliance with the provisions of this Declaration as provided in Article 9.7 herein and such persons shall not be deemed guilty of trespass by reason of such entry.

**Article II, Section 2.1(K) of the Declaration had previously read as follows:**

**K. ANIMALS.** No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if they are kept thereon solely as domestic pets, and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing, or confinement of any animal or bird shall be maintained so as to be visible from any street in the Subdivision or a neighboring Lot. The Board shall have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds kept on any Lot is reasonable.

is hereby amended to read as follows:

**K. ANIMALS.** No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if they are kept thereon solely as domestic pets, and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing, or confinement of any animal or bird shall be maintained so as to be visible from any street in the Subdivision or a neighboring Lot. The Board shall have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds kept on any Lot is reasonable. In the event an Owner or Lot is in violation of this subsection, a Notice of Violation sent to the Owner of the Lot shall require that the violation be cured within fourteen (14) days of the date of the Notice of Violation.

**Article II, Section 2.1(L) of the Declaration had previously read as follows:**



**L. DISEASES AND INSECTS.** No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor any infectious plant or animal disease or insects.

is hereby amended to read as follows:

**L. DISEASES AND INSECTS.** No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor any infectious plant or animal disease or insects.) In the event an Owner or Lot is in violation of this subsection, a Notice of Violation sent to the Owner of the Lot shall require that the violation be cured within three (3) days of the date of the Notice of Violation.

**Article II, Section 2.1(N) of the Declaration had previously read as follows:**

**N. SIGNS.** No signs whatsoever, including but not limited to commercial, political and similar signs, shall be erected or maintained on any Lot if visible from any street in the Subdivision or neighboring Lot except:

- (i) Street signs and such other signs as may be required by law;
- (ii) During time of construction of any Residential Dwelling, building or other improvement, one job identification sign not large than eighteen inches in height and twenty- four inches in width and having a face of not larger than three square feet; and
- (iii) A "For Sale" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Harris County, Texas, on residential lots, to advertise individual parcels of residential real property for sale.

is hereby amended to read as follows:

**N. SIGNS.** No signs whatsoever, including but not limited to commercial, political and similar signs, shall be erected or maintained on any Lot if visible from any street in the Subdivision or neighboring Lot except:

- (iv) 1 Street signs and such other signs as may be required by law, including those signs permitted by Chapter 202.009 of the Texas Property Code, subject to the Association's right to regulate such signs to the maximum extent permitted by such statute;
- (v) 2 During time of construction of any Residential Dwelling, building or other improvement, one job identification sign not large than eighteen inches in height and twenty- four inches in width and having a face of not larger than three square feet; and
- (vi) 3 A "For Sale" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Harris County, Texas, on residential lots, to advertise individual parcels of residential real property for sale.

In the event an Owner or Lot is in violation of this subsection, a Notice of Violation sent to the Owner of the Lot shall require that the violation be cured within five (5) days of the date of the Notice of Violation.



**Article II, Section 2.1(O) of the Declaration had previously read as follows:**

**O. MACHINERY AND EQUIPMENT.** No machinery or equipment of any kind, including but not limited to lawnmowers and lawn equipment, shall be used on any portion of any Lot, except as is needed to maintain such area.

is hereby amended to read as follows:

**O. MACHINERY AND EQUIPMENT.** No machinery or equipment of any kind, including but not limited to lawnmowers and lawn equipment, shall be used on any portion of any Lot, except as is needed to maintain such area. In the event an Owner or Lot is in violation of this subsection, a Notice of Violation sent to the Owner of the Lot shall require that the violation be cured within five (5) days of the date of the Notice of Violation.

**Article II, Section 2.1(P) of the Declaration had previously read as follows:**

**P. BOATS AND WATERCRAFT.** All boats and watercraft shall be stored out of view of the Lake Area when not in use.

is hereby amended to read as follows:

**P. BOATS AND WATERCRAFT.** All boats and watercraft shall be stored out of view of the Lake Area when not in use. In the event an Owner or Lot is in violation of this subsection, a Notice of Violation sent to the Owner of the Lot shall require that the violation be cured within seven (7) days of the date of the Notice of Violation.

**Article III, Section 3.4 of the Declaration had previously read as follows:**

**SECTION 3.4 ARCHITECTURAL GUIDELINES.** The Architectural Control Committee from time to time may supplement or amend the Architectural Guidelines, which provides an outline of minimum acceptable standards for proposed improvements; provided, however, that such outline will serve as a minimum guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

is hereby amended to read as follows:

**SECTION 3.4 ARCHITECTURAL GUIDELINES.** The Architectural Control Committee from time to time may supplement or amend the Architectural Guidelines, which provides an outline of minimum acceptable standards for proposed improvements; provided, however, that such outline will serve as a minimum guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control. In addition, the Board of Directors may promulgate Rules and Regulations with respect to all restrictions contained within this Declaration interpreting such restrictions and as an aid in enforcing the



restrictions and their intent consistent with preserving and improving the quality and character of the Subdivision.

**Article IX, Section 9.7 of the Declaration had previously read as follows:**

**SECTION 9.7. REMEDIES.** In the event anyone or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Restrictions, the Declarant, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. Upon the violation of any of the provisions of these Restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to suspend the right of such Owner to vote in any regular or special meeting of the members during the period of the violation.

is hereby amended to read as follows:

**Section 9.7. REMEDIES.** In the event anyone or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Restrictions or Rules and Regulations, the Association or each Owner of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

If the Association becomes aware of the existence of a violation of the restrictive covenants in this Declaration, or Rules and Regulations the Association may notify the violating owner in writing of the violation ("Notice of Violation). The Notice of Violation shall specify the particulars of the violation and shall require the Owner to take such action as may be necessary to remedy the violation within the applicable time period specified herein for such violation, or if no specific time period is provided, thirty days (30). In addition, the Notice of Violation shall provide the Owner notice in compliance with Chapter 209 of the Texas Property Code regarding the possibility of fines being assessed, charges, including legal fees, to cure violation being incurred, as well as an opportunity for a hearing before the board. Notwithstanding the above Notice of Violation procedure, the Association may, without providing any prior notice, file suit to obtain a temporary restraining order and/or temporary injunction ordering the Owner to immediately stop all violating activity or conditions.

If the Owner does not cure the violation within the period specified in the notice, the Association may, acting through the Board, at its option but with no obligation to do so:

- (a) record a Notice of Violation against the real property on which the noncompliance exists in the Official Public Records of Real Property of Harris County, Texas;



(b) go upon the Lot and remove the violating condition or otherwise remedy the noncompliance;

(c) assess a fine up to fifty dollars (\$50.00) for each day of noncompliance following the expiration of the time period specified herein for compliance; and

(d) 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.

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 Second Amendment to Declaration was adopted by at least 67% of the total votes in the Association."

10R

By: *Bonnie Knowlton*

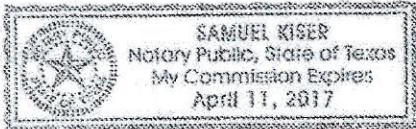
Print name: Bonnie Knowlton

ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
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.

Given under my hand and seal of office this the 6<sup>th</sup> day of July, 2015.



*Samuel Kiser*  
Notary Public, State of Texas

**RETURN TO:**  
Holt & Young, P.C.  
9821 Katy Freeway, Suite 350  
Houston, Texas 77024

ER 072-25-1625



ER 072-25-1626

20150339666  
# Pages 11  
07/30/2015 09:33 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$52.00

RECORDERS MEMORANDUM  
This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

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  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS