

**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

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.

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.

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 2 day of SEPTEMBER, 2011.

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

