

**DECLARATION OF AMENDED AND RESTATED COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
CHASEWOOD, SECTION ONE, SECTION TWO AND SECTION THREE**

**THE STATE OF TEXAS**

**KNOW BY ALL MEN BY THESE PRESENTS**

**COUNTY OF MONTGOMERY**

This Declaration of Amended and Restated Covenants, Conditions and Restrictions for Chasewood, Section One, Section Two and Section Three, is executed on the date hereinafter set forth by Chasewood Property Owners Association (the "Association").

**WITNESSETH**

**WHEREAS**, Chasewood Property Owners Association is the property owners' association (as that term is used and defined in Section 202.001 of the TEXAS PROPERTY CODE) for Chasewood, a subdivision composed of three (3) sections (collectively, the "Subdivision"), according to the maps or plats of said sections recorded in the Map Records of Montgomery County, Texas as follows:

- Section One - Cabinet K, Sheets 150, *et seq.*
- Section Two - Cabinet M, Sheets 90, *et seq.*
- Section Three - Cabinet Q, Sheets 200, *et seq.*

and

**WHEREAS**, the Subdivision is subject to certain covenants, conditions and restrictions as set out in (i) that certain instrument dated June 24, 1998, of record under Clerk's File No. 9846446, in the Official Public Records of Montgomery County, Texas (applicable to Chasewood, Section One); (ii) that certain instrument dated July 14, 1999, of record under Clerk's File No. 99057593, in the Official Public Records of Montgomery County, Texas (applicable to Chasewood, Section Two); and that certain instrument dated April 1, 2003, of record under Clerk's File No. 2003-040164, in the Official Public Records of Montgomery County, Texas (applicable to Chasewood, Section Three) (said instruments being collectively referred to as the "Original Declarations"); and

**WHEREAS**, Section 209.0041 of the TEXAS PROPERTY CODE provides that unless the restrictive covenants applicable to a subdivision provides for a lower percentage, restrictive covenants may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment; and

**WHEREAS**, the Original Declarations provide for a lower percentage, in requiring only a majority of the Lots, to effectuate an amendment or change; and



**WHEREAS**, the property owners having the requisite number of votes in the Association desire to amend the Original Declarations and restate and consolidate them into one (1) instrument that is applicable to all sections of Chasewood; and

**WHEREAS**, the requisite number of property owners entitled to vote on the amendment have approved this Declaration of Amended and Restated Covenants, Conditions and Restrictions for Chasewood, Section One, Section Two and Section Three, and voted to amend and restate said covenants, conditions and restrictions as herein provided;

**NOW THEREFORE**, in consideration of the premises and pursuant to the authority of Section 209.0041 of the TEXAS PROPERTY CODE, the property owners in the Subdivision, acting by and through the Association, adopt, reaffirm and ratify the following amended and restated covenants, conditions and restrictions for Chasewood Subdivision and declare that the Subdivision shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following easements, restrictions, reservations, dedications, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon the Subdivision and which shall run with the properties in the Subdivision and be binding on all parties, now and at any time hereafter, having or claiming any right, title or interest in the Subdivision or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and all of which shall inure to the benefit of each Owner of any part of the Subdivision.

Unless otherwise specifically indicated, these Covenants, Conditions and Restrictions do not apply in any manner to the areas designated on the Subdivision Plat as **Reserves**, and such Reserves are not restricted or affected in any manner by this instrument except as specifically provided herein.

## **ARTICLE I** **DEFINITIONS**

- Section 1.** “Architectural Control Committee” or “Committee” shall mean and refer to the Chasewood Architectural Control Committee, provided for in Article IV hereof.
- Section 2.** “Association” shall mean and refer to the Chasewood Property Owners Association.
- Section 3.** “Board of Directors” or “Board” shall mean the board of directors of the Chasewood Property Owners Association.
- Section 4.** “Builder-Owner” shall mean and refer to the Owner of a Lot who owns such Lot for the sole purpose of building a Residence for sale to third parties.

- Section 5.** “Builder’s Package” shall mean and refer to rules, regulations and policies promulgated by the Architectural Control Committee or the Association and delivered to the Owner and/or builder of prospective Improvements on the Lots prior to commencement of construction and relating to the type and character of buildings and other Improvements permitted upon the Lots, construction and site requirements and other matters relating to the use of and construction upon the Lots. The Builders Package shall include a copy of this Declaration and may require a reasonable cash deposit or other security as a prerequisite for approval by the Architectural Control Committee pursuant to Section 1 of Article IV.
- Section 6.** “Improvements” shall mean and refer to any Dwelling, garage, carport, swimming pool, wall, fence and any other structure or object of a permanent nature placed on, in, adjacent to or under the Properties.
- Section 7.** “Lot” and/or “Lots” shall mean and refer to the Lots shown on the Subdivision Plat, which are restricted hereby to use for single family residential purposes.
- Section 8.** “Member” shall mean and refer to every person or entity who holds a membership in the Association.
- Section 9.** “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties. In the event of a contract for sale covering any Lot, the “Owner” shall be the purchaser named in the contract. “Owner” does not include those persons or entities having a security interest in the Lot or those having an interest in the mineral estate only.
- Section 10.** “Property and/or Properties” shall mean and refer to Chasewood, Section One, Section Two, and Section Three, as depicted on the Subdivision Plat.
- Section 11.** “Reserve” and/or “Reserves” shall mean and refer to any areas expressly designated on the Subdivision Plat as reserves.
- Section 12.** “Resident” shall mean and refer to every person occupying a Residential Dwelling within the Properties.
- Section 13.** “Residence”, “Dwelling”, or “Residential Dwelling” shall mean and refer to a single-family residential dwelling with a garage.
- Section 14.** “Screening Easement” refers to a strip of land thirty feet (30') wide located along the rear boundary line of each Lot which is contiguous to F.M. Highway 2854 (*i.e.*, Lots 1 through 5, inclusive, in Block 1, and Lots 1 through 6, inclusive, in Block 2 of Chasewood Section Three). The

Screening Easement is depicted on the Subdivision Plat in Chasewood Section Three. The Screening Easement shall not apply to any portion of Unrestricted Reserve "B", in Chasewood Section Three.

**Section 15.** "Subdivision Plat" shall mean and refer collectively to the map or plat of Chasewood, Section One, of record in Cabinet K, Sheet 150, *et seq.*, of the Map Records of Montgomery County, Texas, Chasewood, Section Two, of record in Cabinet M, Sheets 90, *et seq.*, of the Map Records of Montgomery County, Texas, and Chasewood, Section Three, of record in Cabinet Q, Sheets 200, *et seq.*, of the Map Records of Montgomery County, Texas.

**Section 16.** "Utility Company" shall mean and refer to the Crystal Springs Water Company, a private utility system.

**Section 17.** "Vegetation Preserve" or "Preserves" refers to a strip of land ten feet (10') wide located along the side boundary lines of each Lot, and a strip of land twenty feet (20') wide located along the rear boundary line of each Lot in Chasewood, Section One, and to a strip of land ten feet (10') wide located along the side boundary lines of each Lot, a strip of land thirty feet (30') wide located along the rear boundary line of each Lot which is contiguous to F.M. Highway 2854 (*i.e.*, Lots 1 through 5, inclusive, in Block 1, and Lots 1 through 6, inclusive, in Block 2, in Chasewood Section Three), and a strip of land twenty feet (20') wide located along the rear boundary line of each Lot which is not contiguous to F.M. Highway 2854 (*i.e.*, Lots 6 through 9, inclusive, in Block 1, and Lots 7 through 12, inclusive, in Block 2, in Chasewood, Section Three). The Vegetation Preserve shall not apply to any portion of Unrestricted Reserve "B" in Chasewood, Section Three.

## **ARTICLE II**

### **RESTRICTIONS, EXCEPTIONS AND DEDICATIONS**

The Subdivision Plat dedicates for use, subject to the limitations set forth therein, the streets shown thereon as private streets, and such Subdivision Plat further establishes minimum setback lines applicable to the Property. All easements, dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed and conveying said Property or any part thereof, whether specifically referred to therein or not.

#### **Section 1. Utility Easements.**

(a) All Lots and Reserves are subject to the utility easements shown on the Subdivision Plat or designated in these Restrictions.

(b) No building or other Improvement shall be located over, under, upon or across any portion of any utility easement; however, the Owner of each Lot and Reserve shall have the right to construct, keep, use and maintain driveways and similar improvements across the utility easements located on the front of the Lot or Reserve or along the side of corner Lots or Reserves adjacent to street right-of-ways. Any such driveways walkways or similar improvements placed upon such utility easements shall be constructed, maintained and used at Owner's risk and the location of such improvements shall not impede the natural flow of water across the Lot. The Owner of each Lot subject to said utility easements shall be responsible for any and all repairs to the driveways, walkways, and similar improvements which cross or are located upon such utility easements necessitated by the Utility Company, any public utility or cable television company in the course of installing, operating, maintaining, repairing, or removing its facilities located within the utility easements.

(c) With the prior approval of the Committee, the Owner of each Lot or Reserve also shall have the right to construct, locate, keep and maintain driveways, walkways, steps, air conditioner units and equipment over, across or upon any utility easement along the side of such Lots and Reserves (the "Side Lot Utility Easement") and shall be entitled, at all times, to cross, have access to and use the Improvements located thereon; however, any such Improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and the location of such improvements shall not impede the natural flow of water across the Lot or Reserve. The Owner of each Lot or Reserve subject to said Side Lot Utility Easements shall be responsible for any and all repairs to the driveways, walkways, steps, air conditioner units and equipment which cross or are located upon such Side Lot Utility Easements necessitated by the Utility Company, any public utility or cable television company in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Side Lot Utility Easements.

(d) In addition to the utility easements shown on the Subdivision Plat, there is hereby dedicated a ten (10') foot wide Mid South Utility Company easement, extending from the surface of the ground downward, and said easement being five (5') feet on each side of underground electric service lines as now or hereafter constructed and will extend along the route selected by Mid South Utility Company from Mid South Utility Company's distribution facilities to the electric meter when and as located upon Lots and Reserves in the Subdivision. Mid South Utility Company shall have the right to excavate said Lot easement strip, and to remove objects, structures, growth or protrusions thereon, subject to final approval by the Architectural Control Committee.

(e) The Owner of each Lot or Reserve shall indemnify and hold harmless the Association, the Utility Company, any public utility companies, and cable television company having facilities located over, across or under utility easements from any loss, expense, suit or demand resulting from injuries to persons or damage to property in any way occurring, incident to, arising out of, or in connection with said Owner's installation, maintenance, repair or removal of any permitted Improvements located within utility easements. Neither the Association nor any utility company or cable television company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees, flowers or any other real or personal property of the Owner situated on the easement.

**Section 2. Road and Street Easements.** The roads and streets in the Subdivision are private and shall be operated as private streets; PROVIDED HOWEVER, the Association is expressly authorized to offer such roads and streets for public dedication upon the affirmative vote of the owners of a majority of the Lots in the Subdivision. In no event, however, shall the public be obligated to accept such roads and streets.

Subject to the terms and conditions of this Section, the roads and streets in the Subdivision as shown on the Subdivision Plat are hereby dedicated as utility easements strictly for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electric power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utilities that the Association sees fit to install (or permit to be installed) in, across and/or under the Property. The dedication of the roads and streets as utility easements shall not affect operation of the roads and streets in the Subdivision as private streets.

The Association reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the Improvements. Should any utility company or cable television company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association, without the joinder of any other Owner, shall have the right to grant such easement on said Property.

### **ARTICLE III** **USE RESTRICTIONS**

**Section 1. Land Use and Building Type.** All Lots shall be restricted in use and shall be used for residential purposes only. As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots for garage apartments or apartment houses. No Lot shall be used for business or professional purposes of any kind, nor for commercial or manufacturing purposes; however, nothing contained in these Restrictions shall prohibit an Owner or occupant of the Residential Dwelling from maintaining a personal office in the Residential Dwelling for the purpose of conducting business provided that the primary use of the Lot remains residential. At no time shall the dwelling, garage, storage building, pool house or any other structure be used in any manner as a retail establishment or as any other business. The rental of a dwelling for occupancy as a Residential Dwelling shall not be construed as a business.

No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family Residential Dwelling with a detached or an attached fully enclosed garage, storage buildings and pool house. Garages shall be large enough to accommodate no fewer than two (2) nor more than four (4) automobiles, and the garage shall not be modified in any manner to prevent the parking of automobiles therein. The garage, storage building and pool house, if any, shall be an integral part of the residential structure, constructed with the same design, color and materials as the residence. Occupancy of the dwelling shall not be authorized until the garage is complete. No garage or other permitted structure shall be erected or built on any Lot until construction of the Residential Dwelling has commenced. All construction must be completed within 180 days after construction commences.

All Residential Dwellings shall provide adequate and appropriate space for off street parking for vehicles. In addition, there shall be constructed approved enclosures and/or garages for the parking and/or storage of recreational vehicles, boats, trailers and motor homes. Garages placed on corner lots may face the side street and shall be located no closer to the side lot line than the minimum side lot building setback line as shown on the Subdivision Plat.

No building of any kind or character shall be moved onto any Lot within the Subdivision without written permission of the Architectural Control Committee; however, no Residential Dwelling shall be moved onto any Lot within the Subdivision. The use of a tent, house trailer, travel trailer, camper, mobile home or motor home, either as a weekend, temporary or permanent Residence is prohibited.

**Section 2. Carports.** Carports may be utilized and built only in addition to the required garage. The carport must be an integral part of the Residential Dwelling and constructed with the same design, color and materials as the Residential Dwelling. Only motor vehicles, as permitted in Section 20 of this Article, shall be parked or stored in a carport.

**Section 3. Architectural Control.** Except as otherwise provided in this Section, no Improvement shall be erected, placed, repaired or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the Improvement thereon have been approved by the Architectural Control Committee. All Improvements, Residential Dwellings and other structures shall be built in accordance with the building standards set out in the Building Code for the City of Conroe and /or Montgomery County, Texas, as applicable. Plans shall be reviewed with respect to harmony with the existing structures, design, color, location with respect to topography and finished grade elevation and compliance with minimum construction standards and the restrictions provided for herein. The Committee is authorized to grant variances if, in the opinion and discretion of the Committee, the variance is reasonable and if the structure is not inconsistent with the general scheme and harmony of the development. Notwithstanding the requirements that improvements be approved by the committee, Owners are expressly permitted to replace or repair previously approved Improvements without further or additional Committee approval, provided the Owner replaces or repairs the Improvement with identical Improvements of the same or similar dimensions, height, color, and materials.

**Section 4. Dwelling Size.** The minimum square footage of the total living area of a one (1) story main Residential Dwelling, exclusive of open porches, garages, carports, and servants quarters, shall be 2000 square feet in Chasewood, Sections One and Two, and shall be 2000 square feet in Chasewood, Section Three for new Residential Dwellings constructed after the date of this amended Declaration. For all three sections of the Subdivision, the minimum square footage of the total living area of a two (2) story main Residential Dwelling, exclusive of open porches, garages, carports and servants quarters, shall be 2200 square feet with a minimum of 1400 square feet on the ground floor.

**Section 5. Type of Construction Materials and Landscaping.**

(a) The exterior of each Residential Dwelling, garage and any pool house, shall be constructed of at least fifty percent (50%) masonry. The term "masonry" shall include brick, stone, stucco, fiber cement siding, only, or other material approved in writing by the Architectural Control Committee.

(b) No roofing material shall be used on any building on any Lot in the Subdivision without the written approval of the Committee. All roofing material must be applied in accordance with the manufacturer's specifications.

(c) All roof ventilation (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of the particular roof design, cannot be hidden from view.

Roof vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. No Cedar shingle roofs shall be allowed. Galvanized roof valleys must be primed before being painted to insure the prevention of peeling.

**Section 6. Building Location.** No main Residence, garage, carport, shed, storage building, pool house, nor any part thereof, shall be located on any Lot nearer to the front or rear lot line or nearer to the side lot line than the minimum building lines as shown on the Subdivision Plat. However, at such time as plans are submitted to the Committee for approval, the Committee may require that the Residence, garage, carport, shed, storage building or pool house, be located at a greater distance from the rear lot line than the building line shown on the Subdivision Plat. Except as may be otherwise provided on the Subdivision Plat, no main Residence, garage, carport, shed, storage building, pool house, or any part thereof, shall be located nearer than 5 feet (5') to any interior side lot line, nor closer than 10' to the rear lot line (in Chasewood Sections One and Two), nor closer than fifty feet (50') to the front or rear lot lines in Chasewood, Section Three. Eaves, steps and open porches shall be considered as a part of the building. Additionally, no Residence, garage, carport or structure of any sort shall be permitted in the Vegetation Preserves unless permitted by the Committee pursuant to the provisions of Section 19 below. Driveways may be permitted across front building lines as approved by the Architectural Control Committee.

The Committee may approve deviations or grant variances of the building location requirements provided the variance or deviation does not alter the scope and intention of these Restrictions. The Owner shall make a written request to the Committee for a variance or deviation.

Any Owner of one or more adjoining Lots, with the written permission of the Committee, may merge such Lots into one building site with the privilege of placing or constructing improvements on such resulting site, in which case side setback lines shall be measured from the resulting side property lines rather than the Lot lines as indicated on the Subdivision Plat and such composite building site shall thereupon be regarded as a "Lot."



**Section 7. Slab Requirements.** All building foundations shall consist of a concrete slab, unless the Committee approves a different type of foundation when circumstances, such as topography of the Lot, make it impractical to use a concrete slab on all or any portion of the foundation of the building or Improvements constructed on the Lot. All Residential Dwelling foundations/slabs for all Lots in the Subdivision must be a minimum of eight inches above finished grade of the Lot at the foundation perimeter.

Unless an engineered foundation plan is submitted, the Committee may, in the Builder's Package, establish minimum foundation design requirements appropriate to site conditions provided such requirements do not alter the scope and intent of these Restrictions. The Committee does not determine whether the structural integrity of this slab is adequate.

**Section 8. Annoyance or Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited include, but are not limited to the following:

- (a) The performance of work on automobiles or other vehicles upon the Lot or in driveways or streets abutting Lots.
- (b) The use or discharge of firearms, firecrackers or other fireworks within the Properties.
- © Storage of flammable liquids in excess of five gallons.
- (d) Activities which may be offensive by reason of odor, fumes, dust, smoke, vision, noise, vibration or pollution which are hazardous by reason of excessive danger, fire or explosion.

**Section 9. Temporary Structures.** No structure of a temporary character, whether motor home, trailer, recreational vehicle, travel trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a Residence, or for any other purpose, either temporarily or permanently. Portable toilet facilities shall be placed at the construction site of all Residential Dwellings.

**Section 10. Signs and Billboards.** Except as specifically provided below, no signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot. The Board of Directors of the Association may, without consent of the Committee, establish a sign policy permitting certain signs such as security signs, school and religious support signs, and political signs permitted by applicable law, provided such policy does not alter the scope and intent of these Restrictions. The Association or its agents, shall have the right to remove and dispose of any prohibited sign, advertisement, billboard or advertising structure which is placed on any Lot, and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith or arising from such removal or disposition. A Builder-Owner

who has constructed or is in the process of constructing a Residential Dwelling on a Lot may maintain one (1) sign on such Lot and Residential Dwelling for sale. Such sign may not exceed two (2) feet by three (3) feet in size and shall be promptly removed from the Lot upon sale thereof by the Builder-Owner.

**Section 11. Oil and Mining Operations.** No water well drilling, oil well drilling or development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, Reserve or any portion of the Subdivision nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot, Reserve or any portion of the Subdivision. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot or Reserve.

**Section 12. Storage and Disposal of Garbage and Refuse.** No Lot or Reserve shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of Improvements erected upon any Lot may be placed upon such Lot at the time construction commences and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the Improvements, after which such materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

**Section 13. Electric Distribution System.** Electric service to the Subdivision will be from an electric distribution system to be installed and operated by Mid South Utility Company or such other electric utility company or companies from time to time providing service to the area. The type of electric service supplied to the Subdivision will be based on the standard service practices of such electric utility company. The utility easement areas dedicated and shown on the Subdivision Plat or as provided for herein, may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to Owners by such utility for such clearance, cutting or trimming.

The Association hereby reserves the right to grant upon, across and over each Lot or Reserve an easement and license along the perimeter boundaries of each Lot or Reserve to the width of five feet measured from each boundary of each Lot or Reserve, protruding from each boundary into the interior portion of each Lot or Reserve, for the purpose of erection, construction, maintenance, repairs and the continuous placement of electrical lighting system or other utility throughout the Property. This reserved right is expressly reserved on behalf of and for the benefit of The Association and any public utility company, including but not limited to Mid South Utility Company. This reserved right includes the expressed right of the Association and each utility company to clear, grade and remove such obstructions including, but not limited to, trees, brush and other landscaping that the Association or the utility company deems necessary in order to effectuate the construction, erection, maintenance and continuous placement of the electrical lighting system hereby contemplated. The Association further reserves hereby, unto itself and to any such utility company,

the expressed right to enter upon any Lot or Reserve for the purpose of construction, installation, maintenance, repair and continuous placement of the electrical lighting contemplated hereunder and to remove any obstruction as might exist within this designated area, and such shall not be deemed to be trespass in any respect to the rights of the Owner of the Lot or Reserve. Each Owner, by acceptance of a Deed to a Lot or Reserve in the Properties does acknowledge the existence of this reserved right and the rights hereunder created, such right being for the expressed benefit of each other Lot or Reserve in the Properties. Neither the Association nor any utility company acting under the easement, license or rights referred to herein shall be liable for any damages done by themselves or their assigns, agents, employees or servants to any fences, shrubbery, trees, flowers or any other property of the Lot Owner or Reserve Owner situated on the property covered by such easement and license.

Owners shall be permitted to construct and install, with prior approval from the Committee, permanent standby electrical generators, subject to the board's right to promulgate reasonable guidelines regarding the installation of such generators.

**Section 14. Walls, Fences and Entrance Gate.** All walls, fences and entrance gates to individual Lots must be approved by the Architectural Control Committee. Plans and specifications shall be submitted to the Committee as required by these Restrictions, and all walls and fences shall be of a design that conforms to the Committee's predetermined plan for fences. The Committee, in its judgment and discretion, may grant variances upon written request by the Owner. Walls and fences on corner lots must be ornamental iron, masonry or wood construction as approved by the Committee, in its judgment and discretion. No walls or fences shall be located on any Lot nearer the front boundary line than the front of the Residential Dwelling thereon.

All wooden fences shall be constructed of material to be approved by the Committee. All wooden fences exposed to view from the street shall be built so that the finished side faces the street.

No fence shall be installed which will impede the natural flow of water across the Lot. No fence shall be built that is more than seven feet (7') in height; however, the Association may maintain, construct or repair fencing ten feet (10') tall at the entrance to the Subdivision. The Committee may, in the Builder's Package, establish a fence policy, provided such policy does not alter the scope and intent of these Restrictions.

Ownership of any wall, fence or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continues after ten days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these Restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof, and all such payments

by the Association, shall, likewise, be secured by a Vendor's Lien for the benefit of the Association in the same manner as the maintenance charges payable in accordance with Article VI herein.

**Section 15. Mailboxes.** The Association, with advice from the Committee, shall have the right to designate the exclusive design, motif and materials for mail boxes within the Subdivision and may at its option purchase such items in bulk and resell them to each Owner at cost. Mailbox construction must match the home.

**Section 16. Utilities.** Improvements situated on a Lot shall be connected to the water system and lines as soon as practical after the lines are available at the property line. No water well shall be drilled or maintained on any Lot. No privy or cesspool shall be placed or maintained upon or in any Lot. All residences shall be connected to a septic system that meets or exceeds Montgomery County requirements. All septic systems shall be maintained in proper working condition and in accordance with the requirements and standards of Montgomery County.

The installation and use of any propane, butane, LP gas or other gas tank, bottle or cylinder of any type, (excluding those normally associated with outdoor barbecue grills), shall be screened from public view. All telephone, electric, cable or other service lines shall be installed underground.

**Section 17. Prohibited Items.** The following items are prohibited on any Lot:

- (a) Clotheslines, reels, hanging circles and other exterior clothes drying devices;
- (b) Above ground swimming pools; except in the rear of the home.
- (c) Window unit air conditioners;
- (d) Signs, except as may be specifically allowed in these Restrictions;
- (e) Storage of more than five (5) gallons of fuel outside of regular vehicle gas tanks; and
- (f) Unregistered, unlicensed, or inoperable motor vehicles.

**Section 18. Lot/yard Maintenance.** Landscape plans for yards on all Lots shall be submitted to the Architectural Control Committee and shall require written approval of the Committee. With respect to new home construction, these plans shall be submitted at the same time that plans are submitted for the construction of a Residential Dwelling. A "natural state" landscape plan utilizing native plants and terrain is acceptable provided that the Lot is maintained in an attractive manner at all times.

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 and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to the construction of Improvements as herein permitted. The accumulation of garbage, trash or rubbish of any kind is not allowed, and no burning is permitted. The Owners or occupants of any Lots at the intersection of streets or where the rear yard or a portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure, storage building or fence to screen the following from public view, to-wit: yard equipment, wood piles or storage piles which are incidental to the normal residential requirements of a typical family.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Association or its successors or assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these Restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof, and all such payments shall be made to the Association and secured in the same manner as the maintenance charges provided for in Article VI.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. Unless otherwise approved by the Committee, no trees larger than twelve (12") inches in diameter measured five (5') feet above the ground shall be cut or removed except to provide room for construction of Improvements, or prevent a hazard to the structural integrity of the slab or to remove dead trees.

Subject to applicable federal, state and local laws, Owners may burn and dispose of by other methods, trees, stumps, underbrush and other trash cleared on the Owner's Lot.

No Owner or contractor may enter upon the Lot adjacent to the one on which he is building for the purpose of ingress or egress to his Lot during or after construction unless such adjacent Lot is also owned by such Owner or such Owner has written approval from the adjacent Lot Owner. Such approval must be furnished to the Committee. All Lots shall be kept free of any downed trees, underbrush, trash, rubbish and/or any other building debris during construction of Improvements.

**Section 19. Vegetation Preserves.** The trees, bushes, brush, grass and other vegetation located within the Vegetation Preserves shall be left undisturbed unless (i) clearing is required for utility easements, or (ii) the Committee, in its sole discretion, permits the clearing of such Vegetation Preserves. Any such permission by the Committee must be in writing. In the event of a violation of this restriction, in addition to any other remedies provided in this Declaration or by law, the Association may require the Owner of the Lot to replace the trees and vegetation in the Vegetation Preserve.

**Section 20. Motor Vehicles.** No unlicensed motor vehicles shall be allowed within the Subdivision. No motor bikes, motor cycles, motor scooters, "go-carts," all terrain vehicles (ATV's), or other similar vehicles shall be permitted to be operated on the Properties, if, in the sole judgement of the Association, such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, their tenants and their families.

**Section 21. Storage and Repair of Automobiles, Boats, Recreational Vehicles, Trailers and other Vehicles.** No motor vehicles, including but not limited to automobiles, recreational vehicles, or boats, shall be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such vehicle or boat is concealed from public view inside a garage or

other approved enclosure, except that passenger automobiles, passenger vans or pickup trucks that are in operating condition, have a current license plate and inspection sticker, are in daily use as motor vehicles on the streets and highways of the State of Texas, and which do not exceed six (6) feet, six (6) inches in height or seven (7) feet, seven (7) inches in width or twenty-one (21) feet in length, may be parked in the driveway on such Lot, even if not concealed from public view. Parking any motor vehicles on grass, lawns, ditches, common areas and open space areas, dirt areas, or gravel areas is expressly prohibited. Recreational vehicles, boats and boat trailers may be temporarily parked on a Lot even in public view, provided they are only parked on such Lot during the weekends only, from 5:00 p.m. on Friday, until 8:00 a.m. on Monday, for the purpose of loading, cleaning and maintenance.

Non-motorized vehicles, trailers, including but not limited to boat trailers, other marine craft, hover craft, aircraft, machinery or equipment of any kind may not be parked or stored on any Lot unless such object is concealed from public view inside the garage or other approved enclosure on the Lot. The term "approved enclosure" shall mean an enclosure that has been previously approved by the Committee. No vehicles, boats, motor homes, recreational vehicles, trailers or other motorized or non-motorized vehicles, or any parts thereof, may be parked or stored in the streets, easements or rights-of-way of the Subdivision.

No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or Lot. If a complaint is received about a violation of any part of this section, the Association will be the final authority on the matter. This restriction shall not apply to any vehicle or machinery temporarily parked and in use for the construction, repair or maintenance of the Subdivision facilities or of a house or of any other structure or Improvement. No Owner of any Lot or visitor or guest of any Owner, occupant or resident shall be permitted to perform work on automobiles or other vehicles in driveways or streets.

**Section 22. Antennas and Satellite Dishes.** Only one antenna per Lot shall be permitted. A satellite dish may not exceed three feet (3') in diameter. Unless approved by the Committee, all ground mounted satellite dishes shall be located in the rear of the Residential Dwelling in the area between the extensions of the sides of the Dwelling. In no event may the top of such satellite dish be higher than six feet (6') from the grade level of the ground. Also, unless approved by the Committee, all roof mounted satellite dishes shall be located in the rear of the Dwelling behind the highest point in the roof line. In any event, satellite dishes shall be mounted in such manner as to minimize their view from the street. All dishes shall be of one solid color of black or earth tones of brown, grey, or tan. The expanded metal type dish is recommended. No multicolored dishes shall be permitted. No advertising or the printing of names of any type shall be permitted. No more than one satellite dish shall be permitted on each Lot. No transmitting device of any type which would cause electrical or electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Committee's decision shall be final. The Association reserves the right to seek the removal of any device that was installed without first obtaining approval or any dish that violates these Restrictions.

**Section 23. Solar Panels.** All solar panels installed shall be framed in such a manner which complies with the Association's guidelines regarding panels. The framing material shall be

one that is in harmony with the rest of the structure. Architectural approval is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or any solar panel that violates these Restrictions.

**Section 24. Pets and Livestock.** No pets or livestock of any kind shall be raised, bred or kept on any Lot except in the following instances: (i) not more than two (2) dogs or cats or other household pets; (ii) no more than one (1) horse per acre may be kept, and the total number of horses that may be kept shall not exceed two (2); and (iii) no more than two (2) animals raised as livestock for the limited purpose of FFA or 4-H projects. Written certification from the FFA or 4-H program and/or school shall be provided to the Association upon request. The Association, in its judgment and discretion, may impose conditions and requirements as it deems appropriate, depending on the type of animal to be kept. No exotic pets or animals shall be kept on any of the Properties. All animals shall be kept within the boundaries of the Owner's Lot unless such animal is accompanied by the Owner and on a leash. The Association shall have the right and authority to detain loose animals and/or to deliver the animals to the Montgomery County animal control authorities, the humane society or other appropriate authority.

No dogs, cats, household pets or other animals shall be raised, bred or maintained for any commercial purposes. In the event pets or livestock become a nuisance in the opinion of the Association, the Owner shall remove the animals from the Lot.

At all times, pens and facilities for pets and livestock shall be located at the rear of the Lot and shall not be visible from the roadway and said pens shall be built of new material and kept in a new and kept up fashion. All outside animals must have a pen for each animal.

**Section 25. Drainage.** Each Owner of a Lot agrees that he will not in any way interfere with the established drainage pattern over his Lot, adjoining Lots or other Lots in the Subdivision. Any changes necessary in the established drainage pattern must be included on the Owners plans and specifications when submitted to the Committee. Such drainage plans shall be subject to the Committee's approval. Each Owner agrees that he will take all necessary steps to provide for additional drainage of his Lot in the event it becomes necessary. Established drainage shall be defined as drainage that exists at the time the drainage improvements were completed by the developer of the Subdivision. In order to effectuate each Owner's obligation regarding established drainage patterns, each owner shall mow and maintain all culverts servicing the Owner's Lot, and the areas immediately adjacent thereto, and shall keep all culverts free and clear of grass clippings, debris, and other impediments which interfere with established drainage patterns.

In the event of construction on any Lot, the Owner must provide a drainage plan to the Committee for approval. No pockets or low areas may be left on the Lot where water will stand following a rain or during normal yard watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or other such methods as approved by the Committee.

**Section 26. Driveway Maintenance.** The Owner or occupant of any Lot shall at all times keep his driveway and entrance along the street adjacent to his property in a good state of repair and attractive in appearance. In the event of any default by the Owner or other occupant of a Lot in observing the above requirements, which default is continuing after thirty (30) days' written notice thereof to the Owner or occupant, as applicable, the Association or their designated agents may at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and make such repairs as deemed necessary by the Association to ensure compliance with this declaration, so as to place such driveway entrance and street in a good state of repair and attractive appearance and may charge the Owner or occupant of such Lot for the cost of such work. Such charge, together with interest thereon at the highest rate permitted by applicable laws from the date due until paid and all costs of collection, including reasonable attorney's fees, shall be secured by the Vendor's Lien for the benefit of the Association, whichever the case may be, which is retained against each Lot as provided in Article VI.

**Section 27. Driveways.** Driveways may be built of brick, stone, concrete, asphalt or other materials approved by the Committee. All concrete driveways shall be constructed with quality grade concrete, four and one-half (4 ½) sack cement per cubic yard and be reinforced with a minimum of #6, 6" X 6" welded wire mesh, or one and one-half (1 ½) Type "D" modified asphalt with a six (6) inch compacted limestone (or approved equal) base material. Driveways width shall be a minimum of nine (9) feet. Driveways shall be constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the driveway. The Committee shall have the right to approve the location of the driveway on the Lot. All driveway culverts shall meet or exceed the standards of Montgomery County as shown on the driveway culvert layout plan and shall be a minimum of twenty (20) feet in width and all culverts shall be concrete.

**Section 28. Swimming Pools.** No swimming pool may be constructed on any Lot without the prior written consent of the Committee. Two sets of plans and specifications for the proposed pool shall be submitted to the Committee including a plot plat showing the location and dimensions of the pool and related improvements together with the plumbing and excavation disposal plan. Excavation required for swimming pools shall be hauled from the site to a place outside of the Subdivision unless on site disposal is approved by the Committee. All swimming pools must be located within a fenced yard or have a perimeter fence surrounding the pool.

#### **ARTICLE IV** **ARCHITECTURAL CONTROL COMMITTEE**

**Section 1. Approval of Improvement Plan.** Except as otherwise provided in this Section, no Improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the Improvement have been approved in writing by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such other information as may be deemed pertinent, shall be submitted to the Committee or its designated representative prior to commencement of construction. Failure on the part of the Committee to act within sixty (60) days following the date of submission of the required plans and specifications shall constitute approval. The Committee may charge a reasonable



fee to cover the administrative expense of its review and comment, such fee to be payable to the Architectural Control Committee. A form survey prepared by a registered surveyor in the State of Texas shall be submitted to the Committee prior to pouring the foundation of any building or other Improvement that is to be erected, placed or altered on any Lot. Notwithstanding the requirement that Improvements be approved by the committee, Owners are expressly permitted to replace or repair previously approved Improvements without further or additional Committee approval, provided the Owner replaces or repairs the Improvement with identical Improvements of the same or similar dimensions, height, color, and materials.

**Section 2. Committee Membership.** The Committee shall consist of at least three (3) members. Committee members shall be appointed by the Board of Directors of the Association. Any member of the Committee may be a member of the Board of Directors.

**Section 3. Replacement.** In the event of death, resignation or removal of any member or members of said Committee, the Association shall appoint its successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

**Section 4. Minimum Construction Standards.** The Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline shall be approved by the Board of the Association, and will serve as a minimum guideline and may be amended from time to time.

**Section 5. Disclaimer.** No approval of plans and specifications and no publication or designation or architectural standards shall ever be construed as representing or implying that such plans and specifications will result in a properly designed structure or satisfy any legal requirements.

**Section 6. Non-Liability for Committee Action.** No member of the Committee, the Association, Board of Directors, or their respective successors or assigns, shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Committee.

## ARTICLE V

### CHASEWOOD PROPERTY OWNER'S ASSOCIATION

**Section 1. Membership.** The Association has been organized and formed as a nonprofit corporation under the laws of the State of Texas. The purpose of the Association in general is to provide for and promote the health, safety, and welfare to the members, to enforce these Restrictions, to collect the maintenance charges, to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep and protection of the streets, common properties and facilities of the Subdivision and such other purposes as is stated in the Articles of Incorporation and consistent with the provisions of these Restrictions and all supplemental or amended restrictions.

The Association shall consist of all the Owners of Lots in the Subdivision. The name of the Association is Chasewood Property Owners Association. Each Owner or Owners of Lots in all sections of Chasewood shall be a member of such Association and, subject to the provisions contained herein, is entitled to one (1) vote for each Lot owned. Owners may make written application for a consolidated building site for two or more adjacent and contiguous Lots. If approved, the Owner shall be entitled to one (1) vote for the resulting consolidated building site, and the resulting site shall be considered one Lot for purposes of the annual maintenance charge set out in Article VI hereof. In the event the consolidated building site is separated and one or more of the Lots are conveyed to any third party, the Lots separated shall immediately be subject to the annual maintenance charge set out in Article VI. The Association is governed by the Board of Directors.

The Association has adopted Bylaws and may adopt Rules and Regulations as it deems appropriate consistent with these Restrictions.

## **ARTICLE VI**

### **MAINTENANCE CHARGES**

**Section 1. Use of Maintenance Fund.** Each Lot shall be subject to an annual maintenance charge to be used for the purpose of maintaining all common areas, maintenance and installation of streets, paths, parks, pathway, esplanades, detention facilities, drainage and detention easements, vacant lots, lighting, fogging, employing policemen and workmen, paying ad valorem taxes on all common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the Board of Directors of the Association of such fund to maintain or improve all sections of Chasewood of which it considers to be a general benefit to the Owners or occupants of the Lots in the Chasewood Subdivision. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of the Subdivision. The amount of the maintenance charge shall be set by the Board of Directors of the Association from time to time subject to the limitations contained herein.

The maintenance charge is originally set at \$750.00 per year. The maintenance charge shall be paid annually in advance by January 31 of each year. The annual maintenance charge per Lot may be increased or decreased by the Board of Directors each year provided that the annual maintenance charge is not raised by more than seven (7%) percent above the prior year's annual maintenance charge. Any increase in the annual maintenance charge which exceeds seven (7%) percent of the prior year's maintenance charge shall require the affirmative vote of those members present in person, by proxy, or absentee ballot, at an annual meeting, or special meeting called for such purpose. In addition to the annual maintenance charge, the Association may levy a special maintenance charge for capital improvements and/or repairs, if necessary, but only upon the affirmative vote of those members present in person, by proxy, or absentee ballot, at an annual meeting, or special meeting called for such purpose. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance charge, whether an annual or special maintenance charge, and interest, together with all collection expenses, including reasonable attorney fees, and all other charges and assessments provided for in these Restrictions or permitted by applicable law to be made to an Owner's account, shall be secured by

a Vendor's Lien upon and against the Owner's Lots to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot Owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of court in any legal proceeding. No Owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of any common area or abandonment of his Lot.

The Board of Directors of the Association shall have the sole discretion as to how such money shall be used to comply with the provisions of this Article.

**Section 2. Enforcement of Maintenance Fee Collection and Subordination of Maintenance Lien.** Each such assessment not paid when due shall incur a late fee of Twenty Five (\$25.00) Dollars, or such other amount as determined by the Board of Directors of the Association. Each such assessment and late fee, if not paid when due, and interest at the highest legal rate as permitted by Texas law, together with costs of collection, including reasonable attorneys fees, shall be the personal obligation of the Owner against whom they were assessed and shall be secured by a lien as provided herein. To secure the payment of the maintenance charge established hereby and to be levied on individual Lots, there was reserved in each Deed (whether specifically stated therein or not), a Vendor's Lien for the benefit of the Association. Said lien is to be enforceable through appropriate proceedings at law by the Association, as applicable; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of purchase monies for such Lot or monies advanced or to be advanced on account of the construction of any Improvements on any such Lot to the extent of any such maintenance charge accrued and unpaid prior to foreclosure of any such purchase money or construction lien.

**Section 3. Terms of Maintenance Fees.** The above maintenance charges and assessments will remain effective for the full term (and extended terms) of these Restrictions.

**Section 4. Maintenance of Detention Facilities and Drainage and Detention Easements.** The Association shall be responsible for maintaining all detention facilities and drainage and detention easements depicted on the Subdivision Plat or otherwise applicable to any and all sections of Chasewood, and the Association may use so much of the maintenance fund as is required in order to maintain such facilities and easements. In the event the Association fails to maintain the detention facilities or drainage and detention easements, the City of Conroe is authorized, but shall not be obligated, to maintain such facilities and easements, and for such purpose, to exercise the maintenance assessment authority provided for herein, including enforcement of the Vendor's Lien securing payment of the maintenance charges.

## **ARTICLE VII** **GENERAL PROVISION**

**Section 1. Term, Amendment and Enforcement.** These covenants and Restrictions shall run with the land and shall be binding upon all parties and persons claiming under them for a

period of twenty (20) years from the date these Restrictions are recorded, at which time said Restrictions shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended or modified at any time in any particular manner, or terminated in its entirety, by a vote of a majority of the total votes allocated to the property owners in the Association. The Association, the Architectural Control Committee or any Lot Owner is authorized to prosecute proceedings at law or in equity against any person or persons violating or attempting to violate these Restrictions and to prevent him or them from doing so and/or to recover damages and such civil penalties as may be allowed by law for such violations.

**Section 2. Severability.** Invalidation of any portion of these Restrictions by judgment or other court order shall in no way affect any of the other provisions.

**Section 3. Correction of Scrivener's Errors.** The Association reserves the right at all times, without the joinder of any Owner or other person owning an interest in any of the Properties, to amend these Restrictions, for the purpose of correcting any inadvertent errors in form, grammar or other ministerial or scrivener's errors.

**Section 4. Amendment of Prior Declaration.** This Declaration is in lieu of and completely amends, replaces and supplants any declaration of covenants, conditions and restrictions previously executed and filed for record in the Official Public Records of Montgomery County, Texas, and relating to the Subdivision.

**Section 5. Compliance with Applicable Law.** Notwithstanding any provision to the contrary contained in this Declaration of Amended and Restated Covenants, Conditions and Restrictions, the Association's collection of maintenance assessments and enforcement of the covenants and restrictions set out herein shall be pursuant to and in accordance with the relevant provisions of the TEXAS PROPERTY CODE and other applicable law and nothing herein shall be construed as authorizing any enforcement procedures or other action by the Association in contravention of any such Property Code provisions or other applicable law.

**Section 6. Certificate of Required Approval.** Attached to this instrument and specifically made a part hereof is a Certificate (with ballots attached), signed by the President and Secretary of the Association, certifying that the Owners having at least a majority of the total votes allocated to the property owners in the Association have voted in favor of and approved this amendment.

IN WITNESS WHEREOF, the Association has executed this Declaration of Amended and Restated Covenants, Conditions and Restrictions this the 17<sup>th</sup> day of MAY, 2016.

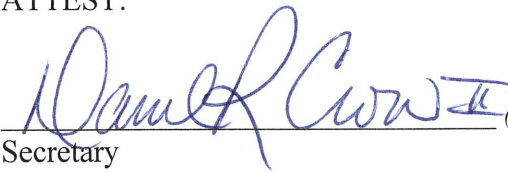
**CHASEWOOD PROPERTY OWNERS ASSOCIATION**

By:  (Signature)

Print Name: JOHN GASSON

Print Title: President

ATTEST:

 (Signature)  
Secretary

**CERTIFICATE**

The undersigned President and Secretary, respectively, of CHASEWOOD PROPERTY OWNERS ASSOCIATION, certify that, as required by Section 209.0041 of the TEXAS PROPERTY CODE, the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for Seven Coves has been approved by a vote of at least a majority of the total votes allocated to the property owners entitled to vote on the amendment in Chasewood Subdivision. A copy of the ballots are attached hereto as Exhibit "A".

Dated: 5/17/16

By: *John Hasson* (Signature)  
Print Name: JOHN HASSON  
Print Title: President

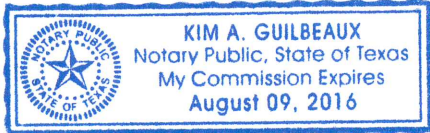
Dated: 5/17/16

By: *David R Crow II* (Signature)  
Print Name: DAVID R CROW II  
Print Title: Secretary

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 17<sup>th</sup> day of May, 2016, by John Hasson, President of CHASEWOOD PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

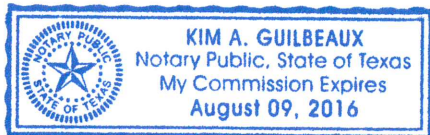


*Kim A. Guilbeaux*  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

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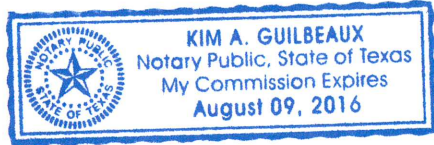


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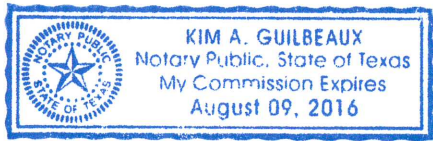


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