

**HAWTHORN RIDGE
PROPERTY OWNERS
ASSOCIATION**

DEDICATION AND RESTRICTIONS

**CONDENSED FROM THE ORIGINAL LONG FORM
HELD BY THE PRESIDENT OF THE ASSOCIATION**

MARCH 2002

DEDICATION AND RESTRICTIONS

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF MONTGOMERY

§

THAT, CARIBBEAN YACHT CORPORATION, A Texas corporation, referred to herein as "*Developer*", is the owner of all of the lots, reserve areas and other parcels of land in Hawthorn Ridge, a subdivision in the Elijah Collard League, Abstract No. 7, Montgomery County, Texas, according to the map or plat thereof recorded in Volume 7, Page 331, of the Map Records of Montgomery County, Texas, to which map or plat reference is here made for a full description of said properties, subject only to the streets, drainage, utilities and other easements indicated on said plat;

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots in the subdivision for the benefit of the present and future owners of said lots, and for the protection of the property values therein; and, to that purpose, *Developer* hereby adopts and establishes the following dedications, reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the subdivision, including the roads, avenues, streets and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, restrictions, limitations and provisions (regardless of whether or not the same are set out in full or by reference in said contract or deed):

SUBDIVISION RESTRICTIONS

1. USE:

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None of the lots or improvements thereon shall be used for anything other than single-family, private residential purposes (except where noted herein). After the construction of such residence, it is understood that there may be constructed a garage, servants' and/or guests' quarters, so long as the same are used in conjunction with such single-family private residence.

~~No such residence or appurtenant structure shall be over two stories in height, and no such structure shall be more than one story in height on Lots 1-30, Res. F (31) and Lots 32-40, inclusive. (See Page #21)~~

~~(Deleted and Amended by Part 2 of the Second Amendment dated 8/31/66 - To read as follows)~~

*No such residence shall be over two stories in height.

2. LOT AREA:

After the original sale by *Developer*, no lot shall be re-subdivided without specific approval in writing of the **Architectural Control Committee**, and not more than one single-family dwelling shall be constructed on any lot.

3. ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of Homer L. Bruce, Jr., Parker H. Scott Constance H. Bruce and Pauline R. Scott, all of Houston, Texas. The *Developer* may fill vacancies in the committee or may change the membership of the committee from time to time, and the *Developer* may assign the right and authority to designate the members of such committee and take over all of the rights and duties imposed upon such committee to the **Property Owners Association**, to be formed as hereinafter provided. It shall be the purpose

of the committee in reviewing plans, specifications and plot plans, to insure, for all owners harmony of external and structural design and quality with existing structures and with the overall intended quality of the subdivision. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

4. **STRUCTURES:**

- (a) Lots 1 - 30, (Res. F. (Lot 31), inclusive: (Lake Front)

No dwelling shall be erected or permitted to remain on any one of the above lots having a floor area of less than 1,000 square feet (when measured to exterior walls) exclusive of garages, servants' and/or guests' quarters.

- (b) Lots 32 - 63, inclusive: (Around Hawthorn Dr. & W side Valley Dr N to Summit)

No dwelling shall be erected or permitted to remain on any one of the above lots having a floor area of less than 800 square feet (when measured to exterior walls) exclusive of garages, servants' and/or guests' quarters.

- (c) Lots 64 - 89, (Res. G (Lot (90)), inclusive: (Remainder lots E side Valley Dr N and Cude Cemetery)

No dwelling shall be erected or permitted to remain on any one of the above lots having a floor area of less than 700 square feet (when measured to the exterior wall) exclusive of the garages, servants' and/or guests' quarters.

- (d) No two-story dwelling shall be erected or permitted to remain on any lots of the subdivision having a ground floor area of less than 800 square feet (when measured to the exterior walls) exclusive of garages, servants' and/or guests' quarters.

- (e) Subject to the provisions of subparagraph (f), next below, no dwelling, garage, servants' and/or guests' quarters shall be located on any lot nearer to the lot lines than the following:

<u>Lot Numbers</u>	<u>Side Lines</u>	<u>Front lines</u>	<u>Rear Lines</u>
1 - 30, Res. F (Lot 31)	10 ft.	35 ft.	50 ft.
32 - 63	10 ft.	35 ft.	10 ft.
64 - 89, Res. G (Lot 90)	10 ft.	35 ft.	10 ft.

- (f) If one structure is constructed on a homesite consisting of more than one lot, the combined area, for the purposes of these restrictions, shall be considered to be one lot.
- (g) The set back lines may be relaxed by the **Architectural Control Committee** if the above described distances are not feasible considering the terrain of a particular lot.

- (h) ~~No improvements shall be placed or altered or added to on any lot until the building plans, specifications or plot plan showing the location of such improvements, alterations or addition on the lot have been approved in writing by the **Architectural Control Committee**.~~

(See Page 18) *(Deleted and Amended by First Amendment dated 6/7/1966 to read as follows)*

- *(h) No improvements shall be placed or altered or added to on any lot until the building plans, specifications and plot plan showing the location of such improvements, alteration or addition on the lot have been approved in writing by the **Architectural Control Committee**. In the event the **Architectural Control Committee** disapproves of any such plans, notice of such disapproval shall be by delivery in person or by registered or certified mail addressed to the party submitting the same at an address which must be supplied with the submission.

Any such notice must set forth in detail the elements disapproved, and the reason or reasons therefore, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the **Architectural Control Committee** in this respect, in the exercise of its discretion, shall be final and conclusive. If said committee fails to approve or disapprove said plans, specifications and/or plot plans within **thirty (30) days** after the same have been submitted to it, it will be presumed that the same have been approved.

- (i) No improvement shall be used or occupied until the exterior thereof, as approved pursuant to paragraph (h) above, and sanitary sewage disposal facilities (complying with paragraph 14 below) are completely finished.
- (j) No trailer, tent, shack, garage, barn or any structure of a temporary nature or character, shall, at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot, except during the construction of permanent improvements.
- (k) With reasonable diligence, and in all events within **six (6) months** from the commencement of construction (unless completion is prevented by war, strikes, or act of God) any dwelling shall be completed as to its exterior and all temporary structures removed.

- (l) ~~No fence, wall or hedge shall be built nearer to any street than the building set back line for such lot and not radio or television aerials shall be built on any lot nearer to the street than such lots' set back lines.~~

(See Page #23) (Deleted and Amended per Fourth Amendment dated 7/27/1968 - to read as follows)

- **(l)* No fence, wall or hedge shall be built nearer to any street than the building set back line for such lot, except on Lots 1 through 31, inclusive, and Reserve E, and no radio or television aerials shall be built on any lot nearer to the street than such lots' set back lines."

5. **SIGNS:**

No "For Sale" or any "For Rent" or other signs or advertisement shall be displayed on any lot without the prior written approval of the Architectural Control Committee; provided, however, that a sign showing the lot number and/or street number and/or to whom such lot has been sold or by whom it is occupied may be placed thereon by *Developer* or by the occupant.

6. **NUISANCES:**

No noxious or offensive activity shall be carried on or maintained on any lot in the subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood or contrary to law.

7. **FIREARMS:**

The use or discharge of firearms is expressly prohibited in the subdivision, except in the protection of home and family.

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8. **GARBAGE AND TRASH DISPOSAL:**

No lot shall be used as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers and no food, metal material, glass material nor any material which shall be incapable of disposition by burning shall be disposed on in incinerators on any lot. Any incinerator or other equipment for the storage or disposal of any burnable material shall be kept in a clean, sanitary and sightly condition. During the construction of improvements, **no trash shall be burned on any lot except in a safe incinerator**, and, unless so burned, shall be removed by the lot owner. Any lot owner shall be liable for damage to any other lot or lots or improvements in the subdivision resulting from fires on his lot during construction.

9. **STORAGE OF MATERIALS:**

No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

10. **ANIMALS:**

No horses, cows, poultry, livestock or animals of any kind (except house pets) may be kept on any lot.

11. **DRAINAGE STRUCTURES:**

Drainage structures under driveways shall always have a net drainage area of sufficient size to permit the free flow of water without backwater.

12. **UNSIGHTLY STORAGE:**

If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. **No trucks or unsightly vehicles shall be stored on any lot or drives unless in enclosed garages** or storage facilities protected from the view of public and other residents of the subdivision.

13. **OFF - STREET PARKING:**

Both prior to and after the occupancy of any residence on any lot, the owner thereof shall provide for adequate and appropriate space for off-the-street parking for his vehicles.

14. **SEWAGE:**

No cesspools or outside toilets shall be permitted. No installation of any kind for the disposal of sewage shall be allowed which will, or reasonably, would result in raw or untreated sewage being carried to the surface of the ground or into water beyond or within the limits of said subdivision. No means of sewage disposal may be installed or used except a septic tank or similar or approved sanitary method of sewage disposal meeting the requirements of an approval of the proper governmental authority or authorities having jurisdiction with respect thereto and the **Architectural Control Committee**.

15. **EASEMENTS:**

Perpetual easements are reserved in and over the lots and roads in the subdivision for the purpose of installing, repairing, and maintaining or conveying to proper parties so that they may install, repair and maintain electric power, water, sewage disposal, gas, telephone and similar utility facilities and services, for all the lots and properties in the subdivision as follows: All easements shown on the recorded plat of the subdivision are adopted as a part of these restrictions. There are also reserved and dedicated hereby, for the use of the *Developer* and any public or private utility company, the following easements:

1. An aerial easement from a plane eighteen feet (18') above the ground, twenty feet (20') wide with its centerline above the centerline of all dedicated utility easements shown on the plat.
2. An aerial easement from a plane eighteen feet (18') above the ground seventy-two feet (72') wide with its centerline located above the centerline of each and every road in the subdivision.
3. An easement, ten feet (10') wide, along the easterly line of Lots 75 - 85, inclusive, and Lots 88 - Reserve G (90), inclusive, being the side of such lot on Cude Cemetery Road, for utility, drainage and road purposes.

4. Guy easements, five feet (5') wide by thirty-five feet (35') long from the street along the lot lines between all lots from Lot 1 through Reserve F (31), inclusive.

(See Page #19)(Amended by Part 2 of the First Amendment - dated 6/7/1966 - #5 added to read)

5. A drainage easement 10 feet in width with its center line on the common property line between Lots 29 and 30.

The easements dedicated and reserved under the provisions hereof shall be for the general benefit of the subdivision as herein defined, and shall also inure to the benefit of and may be used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility company or companies.

(**PLEASE NOTE PAGE #25/26 FOR UTILITY EASEMENTS - DATED 11/19/ 1968)

16. MAINTENANCE OF LOTS:

The owner of a lot or lots in this subdivision will be required to keep said property free of underbrush, weeds or any other unsightly growth from the date of purchase of said lot or lots.

This requirement shall be effective on unoccupied lots as well as occupied lots. For the purpose of this and all other covenants, a lot or lots purchased under a contract for deed will be considered to be owned by the purchaser the same as if it had been deeded to said purchaser. The *Developer*, or **Property Owners Association** to be created under covenants contained hereinafter, will have the authority to employ laborers to mow and clean any lot that is unkept and bill the owner of said lot for the reasonable cost of work done plus ten per cent (10%) service fee and \$1.00 per month until the owner repays the amount expended. Funds used will be the maintenance funds (as provided for in paragraph 17, next below) collected from lot owners; and the ten percent service fee and \$1.00 per month charge will be paid into said funds along with the amount of cost charged the lot owner when paid by the owner of the lot or lots on which the work is done.

17. **MAINTENANCE CHARGE AND LIEN:**

For the purpose of maintaining the subdivision in a manner consistent with its overall quality, there is hereby established a maintenance fee, to be paid annually, on each lot in the subdivision. All lots in this subdivision are subject to a maintenance fee of \$24.00 per year, to be paid on or before the 1st day of February of each year by the owner of such lot or lots. This fee may be levied at the discretion of the *Developer*, or its successors, and the privileges of levy may be assigned to the **Directors elected by a Property Owners Association.** Any such funds collected must be expended for the benefit of the subdivision as a whole and an annual report made to the property owners in this subdivision at the address registered with the *Developer* or with the **Property Owners Association.** Mailing of such report to the last know address of the property owner shall constitute compliance with this requirement.

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The amount of the maintenance charge may be increased by majority of the property owners in the subdivision (not including *Developer* as a property owner) at an election called and conducted by the *Developer* or by the **Property Owners Association.**

Failure of a property owner to pay this levy shall constitute the levy of a lien on the property owned and the owner will forfeit the privilege of using any and all available privileges in the subdivision. The payment of such levy may be enforced by suit or otherwise by the Developer or by the Property Owners Association.

It is specifically provided that *Developer* shall not be required to pay the maintenance charge on more than two lots in the subdivision. In the event *Developer* is required to repossess any lots in the subdivision sold on contract for deed, or by deed, *Developer* shall not be required to pay any delinquent maintenance charge against such lot or lots, nor shall such delinquent charge be a charge against subsequent owners of such lot or lots; provided, however, that this provision does not relieve the purchaser in default who failed to pay such maintenance fees and/or penalties, and from whom said lot was repossessed, of his personal liability to pay therefor.

18. **MULTI-OWNERSHIP:**

Corporate or multi-ownership of any lot or lots in this subdivision (except ownership by husband and wife) shall exclude all such owners from use of the facilities in the subdivision, except that such group or corporation may designate one person, or husband and wife, as having the privilege of the use of the facilities, and the persons so designated may have all the rights and privileges of an individual or husband and wife ownership.

19. **RULES AND REGULATIONS GOVERNING USE OF RECREATIONAL FACILITIES:**

Rules and regulations governing the use of any recreational facilities in this subdivision will be made by the *Developer*. This authority may be assigned to the **Property Owners Association** at *Developer's* option.

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20. **PROPERTY OWNERS ASSOCIATION:**

At the request of *Developer*, the property owners in the subdivision will organize a corporate **Property Owners Association** with a charter and by-laws and having their purpose clearly set forth. Said association will elect a Board of Directors according to the by-laws who will administer funds and govern said association. Upon satisfaction of the *Developer* that said association is properly organized for the benefit of the property owners, the *Developer* may convey to such association all community facilities and assign to the association the authority to collect and administer the funds as set forth herein

21. **RESERVED AREAS:**

All reserved areas designated on the plat of said subdivision shall be restricted to the following usages:

~~Reserve "D" Street purposes~~

~~Reserve "E" Park or single-family residences and/or street and/or drainage and utilities easement~~

~~Reserve "F" (Lot 31) Park or single-family residence~~

~~Reserve "G" (Lot 90) Single-family residence or location for well and facilities for water system~~

(See Page #22) (Deleted and Amended per Third Amendment dated 1/20/1967 to read as follows)

*All reserved areas designated on the plat of said subdivision shall be restricted to the following usages:

Reserve D

Street Purposes

Reserve E

Park or single-family residences and/or streets and/or drainage and utilities easements and/or water wells and/or other water system facilities.

Reserve F (Lot 31)

Park or single-family residence

Reserve G (Lot 90)

Single-family residence or water wells and/or other water system facilities.

22. **DAM CONSTRUCTION:**

The construction of a dam across the San Jacinto River has been projected by the San Jacinto River Authority. If constructed as projected, a lake, tentatively known as Lake Conroe, will be created with its water level normally at an elevation of 201 feet above mean sea level. *Developer* makes no representation that such dam will be constructed or that such lake, if created, will maintain its level at 201 feet above mean sea level.

~~However, in the event that such lake is created in such manner that some of the lots in the said subdivision have lake frontage, then it shall be permissible for the owners of lots abutting on said lake upon which permitted dwellings have been constructed, to erect structures such as piers, wharves, boat houses and slips for their private use subject only to the approval of the Architectural Control Committee. (See Page #20)~~

(Deleted and Amended by Second Amendment - dated 6/12/1966 - to read as follows)

*However, in the event that such lake is created in such manner that some of the lots in the said subdivision have lake frontage, then it shall be permissible for the owners of lots abutting on said lake, to erect structures such as piers, wharves, boat houses and slips for their private use when the **Architectural Control Committee** approves such structures and in its sole discretion believes such structures to be in the interest of the orderly development of the lots that having lake frontage. No business, commercial or industrial use of any kind shall be made of or conducted in or upon such structures. All the restrictions, covenants, provisions and limitations, except the building lines set out in Paragraph 4 (e), which are by this instrument imposed upon the lots in the said subdivision shall apply as well to any such structures as may extend into the waters of said lake.

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23. COVENANTS RUNNING WITH THE LAND:

All of the restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the subdivision, and shall be covenants running with the land.

Developer, its successors and assigns, shall have the right to enforce observance and performances of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance or performance of the same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. **The Property Owners Association**, or the owner of any lot or lots in the subdivision, shall likewise have the right either to prevent a breach of any restriction or covenant or to enforce the performance thereof.

24. PARTIAL INVALIDITY:

Invalidation of any covenant, restriction, provision or limitation herein contained (by court judgment or otherwise) shall not affect, in any way, the validity of any other covenants, restrictions, provisions or limitations herein, all of which shall remain in full force and effect. Acquiescence in any violations or others the conditions so violated or any other conditions; and *Developer* shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

25. DURATION OF RESTRICTIONS:

(a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect until ~~January 2, 1980~~. (See Page #23)
(Deleted and Amended per Fourth Amendment dated 6/27/1968 to read as follows)
**January 2, 1987

(b) At the end of the term provided above in (a) and at the end of each ten (10) year term extension herein provided, the restrictions and covenants herein provided shall be automatically renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants otherwise would be automatically extended an instrument shall have been signed by the then owners of a majority of the lots in the subdivision and shall have been recorded in the office of County Clerk of Montgomery County, Texas, agreeing to change said restrictions and covenants, in whole or in part. In the instance of community property, signature of the husband alone shall suffice.

(See Page # 23)(In the Fourth Amendment dated 6/27/1968 no change in wording noted in (b))

26. RIGHT TO CHANGE RESTRICTIONS

~~Developer shall have the right to change those portions of these restrictions with respect to set back lines (Paragraph 4 (e)), concerning the location of one-story residences (Paragraph 1) and concerning the width of utility easements (as shown on the plat); provided, however, that such utility easements shall never be greater than ten (10) feet in width on any lot. **This right, reserved to Developer, shall terminate on September 1, 1966,** or at such time prior thereto as *Developer* shall decide. No joinder by lienholders or by owners in such subdivision shall be needed to effectuate a change, except that if such a proposed change directly affects a lot owned by someone other than *Developer*, such owner shall have to consent to the change. **(Deleted and Amended by Part 2 of the Second Amendment - dated 8/31/1966 - to read as follows:)** (See Page #21)~~

*1. USE: None of the lots or improvements thereon shall be used for anything other than single-family private residential purposes (except where noted herein). After the construction of such residence, it is understood that there may be constructed a garage, servants' an/or guests' quarters, so long as the same are used in conjunction with such single-family private residence. No such residence shall be over two stories in height.

EXECUTED This 12th day of January, 1966

CARIBBEAN YACHT CORPORATION - By: Homer L. Bruce, Jr., President

ATTEST: Constance H. Bruce, Secretary

We, A. H. CROUCH and ROSEMARY CROUCH, husband and wife, and CHARLES THOMAS CROUCH, all of Montgomery County, Texas, being the sole owners and holders of:

1. The vendor's lien retained in that certain deed from us to Homer L. Bruce, Jr., dated October 8, 1965, recorded at Pages 896, et seq. of Volume 604 of the Deed Records of Montgomery County, Texas; and
2. The lien created by that certain deed of trust dated October 8, 1965, given by Homer L. Bruce, Jr., to W. C. McClain, Trustee, which is recorded at Pages 535, et seq., of Volume 133, of the Deed of Trust Records of Montgomery County, Texas;

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said vendor's lien having been retained and said deed of trust lien having been given to secure the payment of a part of the purchase price for the land conveyed in said deed (of which land, the aforesaid subdivision is a part) by our signatures hereto affixed, for ourselves, our heirs and assigns, approve, adopt, ratify and consent to this instrument in all its terms and provisions and declare that any and all lien or other interest held by us or any of us in the land included in said subdivision is subordinate to and affected by the terms and provisions hereof.

WITNESS OUR HANDS this 12th day of January 1966.

BY: A. H. Crouch - Rosemary Crouch - Charles Thomas Crouch

Notary - Ruby D. Knox - Signed 12 January 1966.

Recorded - by W. T. Hooper, Montgomery County Clerk - 2pm- 20 January 1966

FIRST - AMENDMENT OF DEDICATION AND RESTRICTIONS

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS Caribbean Yacht Corporation of Harris County, Texas as owner and developer and A. H. Crouch and wife, Rosemary Crouch and Charles Thomas Crouch of Montgomery County, Texas, as mortgagee, did file on January 20, 1966, a certain instrument, dated January 12, 1966, setting forth certain reservations, restrictions and easements, hereinafter called "Restrictions," of record in Volume 610, page 386 of the Deed Records of Montgomery County, Texas concerning the following described real estate:

All of the lots, reserve areas and other parcels of land in Hawthorn Ridge, a subdivision in the Elijah Collard League, Abstract No. 7, Montgomery County, Texas, according to the map or plat thereof or record in Volume 7, Page 331 of the Map records of Montgomery County, Texas to which map or plat reference is here made for a full description of said properties and;

WHEREAS in order to clarify the intention of the parties in Paragraph 4. (h) and to add an easement, we, Caribbean Yacht Corporation and A. H. Crouch and wife, Rosemary Crouch and Charles Thomas Crouch do hereby **amend said Restrictions as follows:**

First. The first sentence of paragraph 4.(h) as set in said Restrictions is ***hereby deleted*** and the following is substituted therefor just as if it were set out in full in the Restrictions:
(h) *No improvements shall be placed or altered or added to on any lot until the building plans, specifications and plot plan showing the location of such improvements, alteration or addition on the lot have been approved in writing by the Architectural Control Committee.* (*****SEE PAGE #5 FOR CHANGE**)

Second. Subparagraph 5. is hereby **added** to Paragraph 15 of the Restrictions

"5. A drainage easement 10 feet in width with its center line on the common property line between Lots 29 and 30." (**SEE PAGE #10 FOR CHANGE)

****PLEASE NOTE - ON THE FOLLOWING - THE NOTARY STATEMENTS HAVE BEEN DELETED WITH ONLY THE DATES AND NAMES APPLYING - YOU CAN REFER BACK TO THE ORIGINAL PAPERWORK FOR ALL OF THE LEGAL STATEMENTS.

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In testimony whereof, Caribbean Yacht Corporation - signed by Homer Bruce, Jr., President - dated 6th day of June 1966

WITNESS OUR HANDS this 7th day of June 1966 - BY: A. H. Crouch, Rosemary Crouch and Charles Thomas Crouch

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NOTARY: Michael L. Reardon of Harris County, dated 7 June 1966

NOTARY: Ruby D. Knox - Montgomery County, Texas, Signed 7th day of June 1966

Recorded by - W. T. Hooper, Montgomery County Clerk - not dated

#193331

SECOND - AMENDMENT OF DEDICATION AND RESTRICTIONS

WHEREAS in order to change the fourth (?) sentence of Paragraph 22 to make certain provisions therein benefit all parties concerned, we Caribbean Yacht Corporation and A. H. Crouch and wife, Rosemary Crouch, and Charles Thomas Crouch do hereby amend said restrictions as follows:

The **fourth sentence of Paragraph 22 is hereby deleted** and the following substituted therefor just as if it were set out in full in the Restrictions:

"However, in the event that such lake is created in such manner that some of the lots in the said subdivision have lake frontage, then it shall be permissible for the owners of lots abutting on said lake to erect structures such as piers, wharves, boat houses and slips for their private use when the Architectural Control Committee approves such structures and in its sole discretion believes such structures to be in the interest of the orderly development of the lots having lake frontage."

(****PLEASE SEE PAGE# 14 FOR THIS DELETION AND AMENDED TEXT)

In testimony whereof, Caribbean Yacht Corporation - signed by Homer Bruce, Jr., President.
dated 12th day of July 1966

ATTEST - Constance H. Bruce - Secretary

WITNESS OUR HANDS this 12th day of June 1966 -

BY: A. H. Crouch, Rosemary Crouch, Charles Thomas Crouch

Notary: Michael L. Reardon of Harris County, Signed 12th day of July 1966

Also Signed before Notary - L. F. Adcock - Montgomery County, Texas - 15 July 1966

Recorded by - W. T. Hooper, Montgomery County Clerk - 1pm - 18 July 1966

#194848

PART 2 OF SECOND - AMENDMENT OF DEDICATION AND RESTRICTIONS

WHEREAS, in **Paragraph 26** of such restriction Caribbean Yacht Corporation reserved the right to amend the restrictions with reference to the location of one-story residences as set out in Paragraph 1 thereof; provided, however, that such reserved right should terminate on September 1, 1966 and,

WHEREAS, Caribbean Yacht Corporation desires to amend such restrictions in the particulars reserved to it: Now therefore,

KNOW ALL MEN BY THESE PRESENTS:

That **Paragraph 1 of the above described restrictions is hereby amended** to read as follows:

1. USE: None of the lots or improvements thereon shall be used for anything other than single-family private residential purposes (except where noted herein). After the construction of such residence, it is understood that there may be constructed a garage, servants' an/or guests' quarters, so long as the same are used in conjunction with such single-family private residence. No such residence shall be over two stories in height.

(*Amended on Page #16)**

EXECUTED this 29th day of August 1966

SIGNED - Homer Bruce, Jr., President

NOTARY - Luanne C. Mills - Harris County, Texas 29th day of August 1966

FILED - by W. T. Hooper - August 31, 1966 - 11:00am

#199654

THIRD - AMENDMENT OF DEDICATION AND RESTRICTIONS

WHEREAS, in order to change Paragraph 21 to make certain provisions therein benefit all parties concerned, we, Caribbean Yacht Corporation, A. H. Crouch and wife, Rosemary Crouch, and Charles Thomas Crouch, and Frank T. Abraham and William C. Griffith, as lot owners, do hereby amend said restrictions as follows:

Paragraph 21 is hereby deleted and following substituted therefor just as if it were set out in full in the Restrictions:

"21. All reserved areas designated on the plat of said subdivision shall be restricted to the following usages:

- Reserve D Street purposes
- Reserve E Park or single-family residences and/or streets and/or drainage and utilities easements and/or water wells and/or other water system facilities.
- Reserve F (Lot 31) Park or single-family residence
- Reserve G (Lot 90) Single-family residence or water wells and/or other water system facilities."

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(*DELETION AND AMENDMENT MADE PAGES #13)**

IN TESTIMONY WHEREOF - Signed - Homer Bruce, Jr., President - Dated 20th day of January 1967

ATTESTED: Name? - Asst. Secretary

WITNESSED BY: A. H. Crouch, Rosemary Crouch, Charles T. Crouch, Frank T. Abraham,
William Griffith

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NOTARY: Vela F. Smith - Harris County, Texas - 21 January 1967

NOTARY: Name - Martin ? - 26 January 1967

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NOTARY: Barbarajean Hopper - Harris County, Texas - 31st day of January 1967

NOTARY: Barbara A. Gillis - Harris County, Texas - 31st day of January 1967

FILED: 3rd day of February 1967 - by Roy Harris - County Clerk of Montgomery County, Texas - 2pm

#219380

FOURTH - AMENDMENT OF DEDICATION AND RESTRICTIONS

WHEREAS, IN ORDER TO CHANGE Paragraph 4 (l) and Paragraph 25 to make certain provisions therein benefit all parties concerned, we, Caribbean Yacht Corporation, A. H. Crouch and wife, Rosemary Crouch, and Charles Thomas Crouch, and Frank T. Abraham, William C. Griffith, Cletus J. Zimmermann, Chester L. Glenn, Jr., Robert T. Clarke, Robert W. Hill, Theo. R. Ackerschott, Ann S. Moody, a widow, and Clifford L. Mathews, as lot owners do hereby amend said restrictions as follows:

Paragraph 4 (l) is hereby deleted and the following substituted therefor just as if it were set out in full in the Restrictions:

4. STRUCTURES:

- (l) No fence, wall or hedge shall be built nearer to any street than the building set back line for such lot, except on Lots 1 through 31, inclusive, and Reserve E, and no radio or television aerials shall be built on any lot nearer to the street than such lot's set back lines."

(Deleted and Amended - Page #6)

Paragraph 25 is hereby deleted and the following substituted therefor just as if it were set out in full in the Restrictions:

25. DURATION OF RESTRICTIONS:

- (a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect until January 2, 1987. **(Amended page #15)**

- (b) At the end of the term provided above in (a) and at the end of each ten (10) year term extension herein provided, the restrictions and covenants herein provided shall be automatically renewed and extended for succeeding periods of ten(10) years each, unless, within six (6) months prior to the date such restrictions and covenants otherwise would be automatically extended an instrument shall have been signed by the then owners of the majority of the lots in the subdivision and shall have been recorded in the office of the County Clerk of Montgomery County, Texas, agreeing to change said restrictions and covenants, in whole or in part. In the instance of community property, signature of the husband alone shall suffice." **(No change in wording noted on page #15)**

EXECUTED on this 27th day of June, 1968

SIGNED BY: Homer Bruce, Jr., President

ATTESTED BY: Constance H. Bruce

Signed by: Robert. T. Clarke - Chester L. Glenn, Jr. - Robert W. Hill

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Theo R. Acherschott - Ann S. Moody - Clifford L. Mathews

A. H. Crouch - Rosemary Crouch - Charles T. Crouch

Frank T. Abraham - William. Griffith - Cletus J. Zimmermann

NOTARY: Luanne C. Miles, Harris County, Texas - 28th day of June 1968

NOTARY: Martin W. ? - Montgomery County, Texas - 5th day of July 1968

FILED: Roy Harris, County Clerk, Montgomery County, no date

#224850

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

Reference is here made to that certain plat of subdivision which appears duly of record at page 331 of Volume 7 of the Map Records of Montgomery County, Texas, whereby Caribbean Yacht Corporation caused a residential subdivision styled "Hawthorn Ridge" to be made of 35.189 acres in the Elijah Collard Survey, Abstract 7, Montgomery County, Texas; and reference is further made to that certain instrument dated January 12, 1966, styled "Dedication and Restrictions" which appears duly of record at page 386 Volume 610 of the Deed Records of Montgomery County, Texas.

By the aforesaid Plat and the aforesaid Dedication and Restrictions, Caribbean Yacht Corporation caused to be created and established certain easements for utilities purposes affecting certain of the lots, roads and other parcels of land in said Hawthorn Ridge subdivision.

Caribbean Yacht Corporation, a private corporation organized under the laws of Texas, whose principal office is located at 1429 Chamber of Commerce Building, Houston, Harris County, Texas, being the owner of all of lots 32 through 90, inclusive, in said Hawthorn Ridge, by this instrument gives, establishes and dedicates for the use of public and private utilities companies providing service to the lots in said subdivision utility easements as follows.

- FIRST: Ten foot (10') utility easements centered on the following lines of the following lots in said Hawthorn Ridge:
- (1) The West lines of Lots Nos. 75-85, inclusive and the West lines of Lots 88-90, inclusive.
 - (2) The North lines of Lots 73,74 and 84, inclusive, and North lines of Lots 66 and 77, inclusive
 - (3) The common line between Lots 61 and 62 and between Lots 55 and 62.

- (4) The West lines of Lots 56-61, inclusive and of Lot 47.
- (5) The South line of Lots 43-48, inclusive.
- (6) The common line between Lot 43 and Lots 41 and 42, for a distance of 81 feet from the most westerly corner of Lot 43.
- (7) The West line Lot 49.
- (8) The South lines of Lots Nos. 38 and 49.
- (9) The West lines of Lots 32, 34 and 36, inclusive.

SECOND: Five foot (5') utility easements centered upon a line which lies parallel to and 2.5 feet north of the south lines of Lots 87 and 90 of said Hawthorn Ridge.

THIRD: An aerial easement from a plane eighteen feet (18') above the ground, twenty feet (20') wide, with its centerline above the respective centerlines of each utility easement herein created and dedicated.

The easements hereby created and dedicated are for the general benefit of Hawthorn Ridge and the lots and parcels of land therein; and they shall inure to the benefit of any public or private utility company, without the necessity of further grant, conferring upon such utility companies the right to enter upon such easements for the purposes of installing, repairing and maintaining electric power, water, sewage disposal, gas, telephone and similar utility services and facilities.

The easements created and dedicated hereby are in addition to any and all easements created and dedicated by the aforesaid plat and the aforesaid Restrictions and Dedication.

Caribbean Yacht Corporation, as a perpetual covenant running with title to each of said lots 32 through 90, inclusive, agrees for itself and its successors and assigns, for the benefit of any such public or private utility company, that no fences shall be constructed on or across any such utility easement and that access will be maintained continuously for the use of motor vehicles for servicing any facilities or equipment installed by any such utility company.

And we, A. H. Crouch and Rosemary Crouch, husband and wife, and Charles Thomas Crouch, all of Montgomery County, Texas, join with Caribbean Yacht Corporation in executing this instrument and in creating and dedicating said utilities easements, and declare that any and all liens or other security interests which we, or any of us, may have in the premises affected by this instrument shall be, and they are, subordinated to this instrument to the easements created and dedicated hereby, and to the covenants herein made.

EXECUTED this the 19th day of November, 1968

SIGNED BY: Homer Bruce, Jr., President

ATTESTED BY: Constance H. Bruce

WITNESSED BY: A. H. Crouch
Rosemary Crouch
Charles Thomas Crouch

NOTARY: Luanne C. Mills - Harris County, Texas - 19th day of November 1968

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NOTARY: Martin W. ? - Montgomery County, Texas - 20th day of November 1968

FILED BY: Roy Harris, County Clerk of Montgomery County, Texas - 11am - dated?

**FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
HAWTHORN RIDGE PROPERTY OWNERS' CIVIC ASSOCIATION, INC.**

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

WHEREAS Hawthorn Ridge Property Owners' Civic Association, Inc., (hereinafter the "Association") is a Texas nonprofit corporation and the governing entity for Hawthorn Ridge, a subdivision in Montgomery County, Texas, according to the maps or plats thereof, recorded in the Map Records of Montgomery County, Texas, under Volume 7, Page 331, respectively, along with any replats, supplements, and amendments thereto (hereinafter the "Subdivision"); and,

WHEREAS, the Subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for Hawthorn Ridge, recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File No. 186904, along with any amendments, annexations, and supplements thereto (the "Declaration"); and

WHEREAS pursuant to Section 209.0041(h) of the Texas Property Code, the Declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the Declaration; and,

WHEREAS the Association's Owners have determined that short-term leases are inconsistent with the residential use of the Subdivision and diminish the residential character of the Subdivision; and,

WHEREAS the Association's Owners have determined that short-term leases negatively affect common areas, negatively affect the use and enjoyment by Owners of their Lots, and create a nuisance, annoyance, and/or undue burden on the Association and the Association's Owners; and,

WHEREAS the Association's Owners therefore wish to prohibit short-term leases in the Subdivision, so as to best serve the Association's purposes and so as to protect property values in the Subdivision by preserving the Subdivision's character as a residential community of single-family residences used as permanent residences; and,

WHEREAS this Dedicatory Instrument consists of Restrictive Covenants as defined by Texas Property Code §202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants; and

WHEREAS, the following amendment to the Declaration has been approved by the written approval of at least a majority of sixty-seven (67%) percent of the members in the Subdivision as certified by the President of the Association herein below;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification attached hereto, the members of Hawthorne Ridge, hereby amends the provision of the Declaration as follows:

hereby amended to include an additional Article 26, entitled “Leasing Restrictions,” as follows:

- 1) “Transient or Hotel Purpose” means leasing, renting, letting, licensing, or otherwise conveying an interest in a “Lot”, as that term is defined by the Declaration, or any portion thereof, within the Subdivision to any person:
 - a. in a manner or through any service that Chapter 351 or Chapter 352 of the Texas Tax Code applies to (or their successor statutes); or
 - b. who, during the life of the lease, does not (i) receive or intend to receive their regular mail from the United States Postal Service at that Lot; (ii) pay for or intend to pay for all or part of the utilities for that Lot in their name; (iii) own the furniture, or a significant portion thereof, on that Lot; or (iv) list or intend to list the street address for that Lot on their Form 1040, US Individual Income Tax Return, or other Internal Revenue Service forms for the applicable year.

The foregoing list shall be interpreted as non-exhaustive. Additional factors establishing a Transient or Hotel Purpose or Residential Purpose may be considered by the Board of Directors in enforcing this provision.

A Transient or Hotel Purpose shall be found to exist in any instance in this Subsection 1.a. applies. If Subsection 1.a. does not apply, but one or more of the factors in Subsection 1.b. do apply, or if there are any other factors that cause the Board of Directors to believe that a Transient or Hotel purpose exists or may exist do apply, then the Board of Directors shall determine on a case-by-case basis, and in their sole and absolute discretion, whether such a Transient or Hotel Purpose exists.

- 2) “Short Term Lease” means leasing a Lot within the Subdivision for a Transient or Hotel Purpose; or, leasing a Lot within the Subdivision for a period of less than thirty (30) consecutive days. **Short Term Leases are prohibited in the Subdivision.**
- 3) The foregoing prohibition on Short Term Leases is contemplated to exclude instances wherein an Owner conveys their entire fee simple interest in a Lot to a new Owner, and the new Owner permits the former Owner to continue to reside on the Lot under a lease for a limited specified period of time after the date on which the conveyance of said fee simple interest takes place, provided that the circumstances of such a lease are actually incident to a *bona-fide* conveyance of a Lot, and the contracts related thereto. The specific circumstances of such an arrangement shall be considered by the Association and the Board of Directors, in its sole and absolute discretion, to determine whether or not it constitutes a violation of these Regulations.

- 4) **No Lot shall be leased unless the lease is for the entire Lot.** Leasing individual rooms or areas in the same Lot to one or several different tenants is prohibited, and the Association further considers such uses as violating the “single family residential purposes” restriction.

Notice: Pursuant to Title VIII of the Civil Rights Act of 1968, as amended, upon written request an Owner may be entitled to a reasonable accommodation to this provision if such accommodation may be necessary to afford an Owner or resident of a Lot equal opportunity to use and enjoy the Lot and Dwelling because of a disability/disabilities.

- 5) **No Lot shall be advertised on Airbnb.com, VRBO, or any similar site or advertisement source for a Short Term Lease.**
- 6) **Any Lot rented out for any purposes related to partying, holding an event, or anything else that attract a large group of people to a property will be considered a Short Term Rental under this agreement, and is prohibited.**
- 7) **Any Owner who leases their Lot for any period of time must provide the following information to the Association, within seven (7) days in of the effective date of the lease:**
- a) The Lot Owner’s offsite mailing address, and contact information including phone number and email address.
 - b) The names and contact information, including phone number and email address of the tenants who will reside at the Lot being leased.
 - c) The number of residents, including all adults, children and dependents, who are authorized to reside in the Lot under the terms of the lease.
 - d) The Association will retain copies of provided leases for the term of the lease, plus ninety (90) days.
- 8) **For any Owner who leases their Lot the lease must be in writing and must specify the following:**
- a) The tenant agrees to use the Lot solely for the purpose as a single family residence.
 - b) The Lot may be occupied only by members of the tenant’s immediate family and others whose names are specified in the lease agreement.
 - c) Neither the tenant, nor the Owner, may sublet or assign the leased Lot or any portion of the leased Lot.
 - d) Tenant specifically agrees to comply with the Declaration, Bylaws, Rules, Regulations, and all other Governing Documents of the Association.

- 9) **Any Owner who leases their Lot must provide a copy of the Declaration, Bylaws, Rules, Regulations, and all other Governing Documents to their tenant.**
- 10) **All tenant communication to the Association shall be directed solely through the landlord/Owner of the Lot.** A written assignment of such communication rights to the tenant, may be provided to the Association by the record Owner or the Owner's personal representative.
- 11) Owners are responsible for ensuring that their family, tenants, guests, and invitees comply with the Declaration, the Rules, Regulations and all other Governing Documents of the Association. The failure of a family member, tenant, guest, or invitee to comply will result in enforcement action against the Owner of the Lot associated with the family member, tenant, guest, or invitee.
- 12) Violation notices may be sent to both the Owner of the Lot as well as the tenant in order to obtain compliance.
- 13) **No Owner shall lease the individual amenities of their Lot separate from the entire Lot, including swimming pools and other amenities.** Leasing swimming pools or other amenities on a Lot without leasing the entire Lot is prohibited and the Association further considers such uses as violating the "single family residential purposes" restriction.
- 14) No Owner may allow access to, or use of, their swimming pool or other amenities for commercial or business purposes at any time.
- 15) **No Lot's swimming pool or other amenities (both outdoor and indoor) shall be advertised on Swimply.com or a similar site or advertisement source for pool or amenity rentals.**
- 16) Nothing in this policy shall be construed as prohibiting Owners from inviting social guests to use their swimming pools or other amenities, provided that such uses are not commercial or business-related in nature, no money or fee is paid for the use, and such activity does not otherwise constitute a nuisance.
- 17) These Regulations shall be carried out and applied by the Board of Directors in their sole discretion, in light of the circumstances and considerations related to an alleged violation, leasing in the Subdivision generally, and any and all such other considerations or circumstances that the Board of Directors deems relevant.
- 18) Violation of these Regulations constitutes a violation of Article VII, Section 1 of the Declaration, and the Association shall have the right to undertake any action authorized by the Declaration and/or applicable law, including, but not limited to initiating legal action, the cost of which, including reasonable attorney's fees and costs and other reasonable costs incurred in enforcement, shall be the responsibility of the violating Owner.

CERTIFICATION

“I, the undersigned, being a Hawthorn Ridge Property Owners’ Civic Association, Inc., hereby certify that the foregoing instrument, hereby certify that this Amendment was approved, via signed writing, by the vote of those Owners in Hawthorne Ridge having at least sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on this Amendment.”

By: Cindy Norman

Print Name: Cindy Norman

Title: President

ACKNOWLEDGEMENT

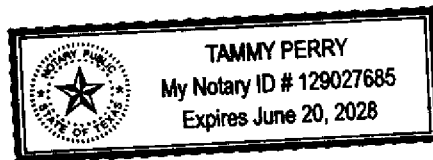
STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 24th day of July, 2024.

Tammy Perry
Notary Public, State of Texas

Prepared and E-recorded by:
HOLTTOLLETT, P.C.
9821 Katy Freeway, Ste. 350
Houston, Texas 77024



E-FILED FOR RECORD

07/25/2024 09:52AM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

07/25/2024



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas