



**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AUSTIN PARK**

**THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Austin Park is recorded under Galveston County Clerk's File No. 2005005739, in the Official Public Records of Real Property in Galveston County, Texas (hereinafter referred to as the "Declaration");

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that, "...a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law. If the declaration contains a lower percentage, the percentage in the declaration controls";

WHEREAS, the Members and the Board of Directors desire to amend the following provisions of the Declaration; and

WHEREAS, notice was given to all Members and at least sixty-seven percent (67%) of the total eligible votes of each Class of Members voted in favor of this Amendment.

NOW THEREFORE, Article VI, Section C of the Declaration shall be **AMENDED** as follows:

C. Parking and Prohibited Vehicles

No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the ARC. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) are qualified by current vehicle registration and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; and (d) do not exceed six feet ten inches (6' 10") in height, or eight feet (8') in width, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk or be parked in a grassy area. Commercial signs may be displayed on passenger automobiles, vans or pick-up trucks so long as the sign is no larger than one door of the vehicle. The restriction concerning commercial advertising shall not apply to any vehicles, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Storage of any vehicles in the

street is prohibited. Storage shall mean the parking of a vehicle for more than seven (7) days in any calendar month.

No more than four (4) vehicles (passenger cars or non-commercial trucks or vans consistent with the residential use of a Homesite) may be parked on the driveway of a Homesite at any time. Such vehicles to be parked on a Homesite must meet the restrictions of this Declaration and at all times be operable, unless otherwise completely concealed in an enclosed garage, have current license tags, state inspection stickers, and comply with current mandatory insurance laws under the State of Texas. Any vehicle not in daily use as a motor vehicle on the streets and highways of the State of Texas and not in compliance with the foregoing shall be considered stored on the property and such storage is strictly prohibited unless same is completely concealed in an enclosed garage. No vehicle that cannot physically fit within the designed garage of the Dwelling with the door closed will be construed as a vehicle incident to residential use of a Homesite. Additional rules and regulations for the use, maintenance, and parking on private and/or public streets may be promulgated by the Association.

Recreational vehicles, such as mobile homes, campers, and boats are not considered vehicles incident to the residential use of a Homesite and therefore are not permitted to be stored on Homesites for any period of time greater than seventy-two (72) hours. A recreational vehicle or trailer with not more than two (2) axles may be parked in front of or on the Homesite for periods of up to seventy-two (72) hours for loading and unloading only, up to a maximum of twelve (12) days per calendar month.

Parking of any vehicle other than in a driveway or within an enclosed garage of a Homesite or other paved area provided for parking is expressly prohibited.

FURTHER, Article VI, Section D of the Declaration shall be **AMENDED** as follows:

D. Screening

No Member or occupant of any portion of the Property shall permit the keeping of articles, goods, materials, utility boxes, refuse, trash, storage tanks, or like equipment on the Property which may be considered a nuisance or hazard in the sole opinion of the Board of Directors. Antennas, or like equipment, shall not be kept in the open, exposed to public view, or exposed to view from adjacent Homesites. Air conditioners, utility boxes, garbage containers, and antennas to the extent reasonably possible and pursuant to Article IV, Section N. Antennas, or like equipment must be screened from view and placed

in a location first approved in writing by the ARC. Such screen shall be of a height at least equal to that of the materials or equipment being stored, but in no event shall such screen be more than seven feet (7') in height. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings. Utility boxes must be screened so that they are not visible from the street and as may be set out in the Builder Guidelines. All screening designs, locations and materials are subject to prior ARC approval. Any such screening installed must be maintained in a clean and neat manner at all times, and may not detract from the appearance of the Property.

FURTHER, Article VI, Section F.6. of the Declaration shall be **AMENDED** as follows:

6. Monuments and Fences

The Association is hereby granted an easement to place, maintain and repair a monument or marker at any entrance to Austin Park.

All fencing installed on the portion of any Lot that abuts green belts, and other landscaping reserves shall be wood and shall be in a location and of a material and design as required in this Section and as approved by the ARC. However, access to such green belts and/or other landscaping reserves, if any, shall be through approved access points located on the Common Areas only. Gate access from individual Lots is strictly prohibited except on rear Lot lines adjacent to green belts, which rear gates are subject to prior ARC approval.

Special Fencing Requirements: Side fencing between any and all Lots where only the rear of the Lot abuts and/or is contiguous to green belts or other landscaping reserves shall be required to be constructed of wood fencing not to begin any nearer than sixteen feet (16') from the rear property line of approved wood fence which shall be located and run from the rear property line as established by the plat along the side property line, which shall not exceed seven feet (7') in height and shall be identical in construction and design to the fence which separates the Lot from the green belts or other landscaping reserves.

All fencing installed on the portion of the Lots which abut or are adjacent to the green belts shall be in a location and of a material and design as required by the Builder Guidelines, this section, and as approved by the ARC. An Owner's Lot shall be considered abutting or adjacent to the green belts for fencing requirements even if a common area is between the Lot and the green belt.

On all other Lots, side and rear fencing shall be required and shall be in a location and of a material and design as required by this Section, the Building and/or Architectural Guidelines and as approved by the ARC.

Owner shall be responsible for the maintenance, repair and/or replacement of all fences in existence at time of transfer from Builder to Owner. Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of each Lot owner on whose property the fence lies between. In the event an Owner fails to repair, replace or maintain said fence in a manner consistent with the subdivision in the sole discretion of the Board of Directors, the Association shall have the right, but not the obligation, to enter such property for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner and shall be secured by the continuing lien on such Lot.

FURTHER, Article VI, Section H of the Declaration shall be **AMENDED** as follows:

H. **Basketball Goals and Backboards**

No basketball goal, net and/or backboard may be kept, placed or mounted upon any Lot or kept, placed, attached or mounted to any fence or Dwelling, outbuilding, or secondary structure (with the exception of the garage), without prior approval by the ARC. All basketball goals and/or backboards are subject to the Builder Guidelines and Bulletins, and reasonable Rules and Regulations as to type, location, and hours of use promulgated by the ARC. All basketball goals and/or backboards shall at all times be maintained and kept in good condition. If any basketball goal, net and/or backboard is placed within the subdivision in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Homesite and remove and/or dispose of any such basketball goal, net and/or backboard violation, and in so doing shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

FURTHER, Article VI, Section I of the Declaration shall be **AMENDED** as follows:

I. **Flagpoles**

1. Flagpoles shall be permitted in accordance with the Texas Property Code. A flagpole attached to a dwelling or a freestanding flagpole shall be constructed of permanent, long-lasting material, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
2. The display of a flag, or the location and construction of the supporting flagpole shall comply with applicable zoning ordinances, easements, and setbacks of record.
3. The display of a flag, or the location and construction of the supporting flagpole shall be closer to the front building line than the front lot line; and shall be no closer than five (5) feet of the side building line.
4. A displayed flag and the flagpole on which it is flown shall be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed.
5. Only one flagpole shall be constructed and maintained per lot that is not more than 20 feet in height.
6. The size of the flag shall be no larger than three feet by five feet (3'X5').
7. The size, location and intensity of any lights used to illuminate a displayed flag shall not be disruptive to neighbors as determined by the Association.
8. No owner shall display a flag or flagpole on property that is owned or maintained by the Association or owned in common by the members of the Association.

FURTHER, Article VI, Section R of the Declaration shall be AMENDED as follows:

R. Swimming Pools/Spas

All swimming pools and spas, whether in ground or above ground, require architectural approval as set out in Article VII herein.

FURTHER, Article XV, Section H of the Declaration shall be AMENDED as follows:

H. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, hand-delivered or placed on front door of Owner's residence, or emailed, faxed or posted to the community bulletin board, or any combination thereof at the last known address, email address or fax number of the person who appears as Owner on the records of the Association at the time of such notice.

Nothing herein is intended to alter, modify or amend the Declaration of Covenants, Conditions and Restrictions for Austin Park except as specifically provided hereinabove.

WITNESS THE EXECUTION HEREOF, this the 19th day of September, 2013.

IN WITNESS WHEREOF, a majority of the Board of Directors and the Owners of at least sixty-seven percent (67%) of the total number of eligible votes in the Homeowners' Association of Austin Park, Inc., have voted in favor of this Amendment, effective as of the 2nd day of December, 2012.

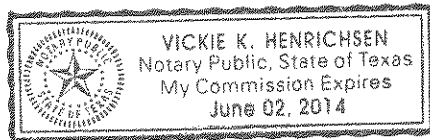
HOMEOWNERS' ASSOCIATION OF
AUSTIN PARK, INC.

By: Erin Calderwood

Print Name: Erin Calderwood
Secretary of the
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF ~~GALVESTON~~ HARRIS §

This instrument was acknowledged before me, on the 19th day of September, 2013, by **Erin Calderwood**, Secretary of the Board of Directors of Homeowners' Association of Austin Park, Inc., a Texas Non-Profit Corporation.



Vickie Henrichsen
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2013062160

September 30, 2013 12:34:29

FEE: \$36.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS