

RENDON LAW FIRM, PLLC

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April 10, 2014

Via U.S. Regular Mail

Walnut Place Property Owners Association
Attn: Doug North
P.O. Box 57429
Webster, Texas 77598-57429

Re: Filed Amendments

Dear Mr. North:

Enclosed is the original file-stamped "*First Supplemental Declaration of Amendments to Declaration of Covenants, Conditions and Restrictions for Walnut Place and First Amendment to Bylaws of Walnut Place Property Owners, Inc.*"

The association should provide a copy of this filing to all property owners.

Please do not hesitate to contact me should you have any questions or concerns regarding this matter.

Sincerely yours,



Cynthia D. Rendon

ms:CDR
w/enclosures

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Amend
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04/03/2014 RP1 \$44.00

**FIRST SUPPLEMENTAL DECLARATION OF AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WALNUT PLACE**

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**AND
FIRST AMENDMENT TO BYLAWS OF
WALNUT PLACE PROPERTY OWNERS, INC.**

STATE OF TEXAS §
 § KNOWN BY ALL THESE PRESENTS THAT
COUNTY OF HARRIS §

Pursuant to that certain instrument entitled "Covenants, Conditions and Restrictions for Walnut Place" (the "Declaration") filed on October 7, 2002 in the Harris County Real Property Records, under Harris County Clerk's File Number W132512, and under microfilm number 201899052, Official Public Records of Real Property of Harris County, Texas, including without limitation Article 6 and Article 8 of the Declaration, and pursuant to that certain instrument entitled "Bylaws of Walnut Place" (the "Bylaws"), including without limitation Article 13, of the Bylaws, and acting herein through the Walnut Place Property Owners, Inc., does hereby adopt the following First Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Walnut Place and First Amendment to Bylaws of Walnut Place Property Owners, Inc. ("First Supplemental Declaration").

**I.
DEFINITIONS**

In addition to the definitions contained herein, all definitions set forth in the Declaration (including the definitions set forth in Article I of the Declaration) are hereby incorporated by reference.

**II.
DECLARATION**

A. Section 1.02 of Article 1 of the Declaration is hereby revised as follows:

Lot

1.02 "Lot" means any of the residential plots of land shown on the plat and subdivision map recorded in Volume 67, Page 197 in the County Clerk's Records of Harris County, Texas, on which there will be built a single-family dwelling (detached home or attached townhome). The term "lot" does not include the common areas or commercial area. The term shall include all portions of the property owned as well as any structure thereon

RP 091-06-0333

B. Section 2.02 of Article 2 of the Declaration is hereby revised as follows:

Standard for Review

2.02 The Architectural Control Committee shall review applications for proposed work in order to (a) ensure conformity of the proposal with these covenants, conditions and restrictions and (b) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies. If the plans and specifications have not been prepared by a Texas licensed architect or engineer, the Architectural Control Committee may have such plans reviewed by such licensed professional, which review shall be conducted at the Owner's expense and the Owner shall deposit with the Architectural Control Committee such sums as will be required to compensate such licensed professional for his or her services in reviewing the plans and specifications.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Committee nor the Association assumes liability or responsibility for any defect in any structure constructed from such plans and specifications.

Additionally, the Owner is solely responsible for full compliance with all permitting requirements of all governmental agencies having jurisdiction, and shall apply for and diligently pursue obtaining of all required permits promptly after approval or conditional approval is received.

C. Article 3 of the Declaration is hereby amended by addition thereto of the following subsections 3.03 as follows:

Lot Maintenance

3.03 Each Owner must maintain each Owner's Lot, including the residence and all other buildings, structures, fences, walls, recreational equipment and improvements located thereon, in an attractive, sound and well maintained condition and as reasonably necessary to obtain and maintain the Community Wide Standard, including proper maintenance and repair as needed of paint, bricks, siding, roofs, rain gutters, downspouts, exterior walls, driveways, parking areas and all other exterior portions of the Owner's residence.

Without limitation of the foregoing, each Owner shall provide proper repair and maintenance as and when needed as follows:

- (a) the exterior paint on each Owner's residence must be maintained so that no portion thereof peels, scales or cracks excessively, and all painted portions remain neat and free of mildew and discoloration;
- (b) all windows must be properly maintained;
- (c) all exterior doors, including garage doors, must be maintained, repaired, replaced and/or repainted as needed to prevent an unsightly appearance and such as to maintain same in proper working condition, including replacement as needed of damaged or dented garage door panels and any cracked or broken glass in any door;
- (d) the exterior siding and woodwork on each Owner's residence, and all windowsills, door jams and thresholds, framing, hinges, latches and locks, must be maintained so that same remains whole, sound, neat and fully operational;
- (e) the roof on each Owner's residence must be maintained so that all shingles are properly secured, curled or damaged shingles are replaced and no worn areas or holes are permitted to remain;
- (f) the rain gutters and downspouts on each Owner's residence, if any, must be maintained so that all are properly painted or treated to prevent rust and corrosion, are properly secured to roof eaves, gables or exterior walls (as the case may be), are maintained without holes, and are promptly repaired or replaced if dented or otherwise damaged;
- (g) all concrete areas on each Owner's Lot, excluding sidewalks as those are the city's responsibility, must be maintained so that all cracks are appropriately patched or surfaced as they appear, expansion joints are maintained, repaired or replaced, as needed, and oil, grease and other stains are removed as much as reasonably possible, and within 30 days;
- (h) all fences or walls must be maintained to prevent any listing or leaning, so that all broken or damaged members are repaired as they appear and so that no portion thereof is permitted to decay beyond normal weathering;
- (i) any swimming pool must be properly maintained to prevent algae buildup, deterioration of surfaces and decking and any other unkempt, unsightly or unsanitary condition, and in accordance with applicable laws, ordinances and codes; and
- (j) all recreational equipment must be maintained to prevent any unsightly or unkempt condition, including for example but without limitation, proper maintenance of swing sets to prevent rust and corrosion.

D. Section 4.11 of Article 4 of the Declaration is hereby revised as follows:

Rubbish, Trash and Garbage

4.11 No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush or other debris. All rubbish, trash, and garbage shall regularly be removed from the Lot and shall not be allowed to accumulate thereon. Trash containers shall be stored out of view of the alley or street on non-trash collection days.

E. Section 4.18 of Article 4 of the Declaration is hereby revised as follows:

Trucks, Buses, and Trailers

4.18 No trucks, vans, trailers, boats, passenger cars or any other vehicles will be permitted to be parked in front of residences for longer than twenty-four (24) hour periods. No parking will be allowed in Alleys A, B or C. All vehicles must be parked in garages or driveways. No portion of any vehicle should be parked in the Alley. Stored vehicles or vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Lot except within enclosed garages. Notwithstanding the foregoing, vehicles that become inoperable while on the Lot must be moved into the garage or removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with Article 8 herein.

F. Article 4 of the Declaration is hereby amended by addition thereto of the following Sections 4.22, 4.23, 4.24, 4.25, 4.26 and 4.27:

Landscaping

4.22 All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Trees

4.23 All tree branches that overhang sidewalks shall be pruned to be a minimum of 8 feet high off the ground.

Business Use

4.24 No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as (a) the existence or operation of the business activity is not disruptive by sight, sound or smell from outside the Lot, (b) the business activity conforms to all zoning requirements for the properties, (c) the business activity does not involve a disruptive amount of traffic (vehicles or persons) in the neighborhood, and (d) the business activity is consistent with the residential character of Walnut Place and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Walnut Place, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether- (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required therefore.

Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Owner or conducted by a builder with approval of the Owner, with respect to its development and sale of the Lot.

Disturbance of Community Properties

4.25 In the event the performance of any Owner's maintenance responsibilities requires that any portion of any Common Area be modified, removed or disturbed, then such Owner must first pay a security deposit in such amount or amounts as from time to time established by the Board to the Architectural Control Committee, not to exceed twice the dollar amount it would take to correct the modification, and obtain the written consent of the Architectural Control Committee as to same. All such work must be performed in accordance with plans and specifications approved by the Architectural Control Committee.

Quiet Enjoyment

4.26 No portion of the Lots shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Lots that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

Unsightly or Unkempt Conditions

4.27 It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Lots. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are either conducted entirely within a garage or, if conducted outside, are begun and completed within twelve (12) hours.

- G. **Article 8 of the Declaration is hereby amended by addition thereto of the following Section 8.03:**

Severability

8.03 If any of the Declaration, By-Laws, rules and regulations are determined to be invalid, the remainder of the Declaration, By-Laws, rules and regulations shall remain in full force and effect.

III. BYLAWS

- A. **Article 3 of the Bylaws is hereby amended by addition thereto of the following Section 3.09:**

Voting Rights of Members

3.09 The maximum number of votes per Owner shall not exceed ten (10). The foregoing limitation applies even though the total number of Lots owned by an individual or entity may exceed ten (10).

- B. **Section 4.04 of Article 4 of the Bylaws is hereby amended and replaced in its entirety by the following:**

Election of Directors

4.04 Any person who meets the qualification requirements to be a Director and who has been duly nominated by a voting member in good standing, a director or the nominating committee designated by the Board of Directors, may be elected at the meeting. Each Director shall hold office until a successor is elected and qualified.

C. Section 4.05 of Article 4 of the Bylaws is hereby revised as follows:

Vacancies

4.05 Any vacancy occurring in the Board of Directors, and any director position to be filled due to an increase in the number of directors, shall be filled by the Board of Directors, with first choice to be made from anyone who ran for the board the previous election and received at least three (3) votes. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the period until the next annual meeting, where a membership vote will elect a director to fill the position for the remaining unexpired term of the predecessor in office. In the event of the death, inability to perform duties, or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor.

**IV.
INTEGRATION AND RATIFICATION**

A. The real property contained with the subdivision shall hereafter be held, sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the foregoing amendments of the Declaration (and all amendments to the Declaration adopted thereto), the provisions of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, and their respective heirs, administrators, executors, legal representatives, successors, successors-in-title, and assigns.

B. The provisions of these amendments are binding upon Walnut Place Property Owners, Inc.

C. These amendments are supplemental to the Declaration and Bylaws, and are deemed a part of and are to be interpreted in accordance with the Declaration and Bylaws.

D. Except as expressly otherwise provided herein, these amendments are effective as of and from the date of filing of same in the Official Public Records of Real Property of Harris County, Texas.

E. Walnut Place Property Owners, Inc. executes this First Supplemental Declaration to evidence its agreement to and ratification of all terms and provisions hereof.

EXECUTED the 22 day of March 2014.

"DECLARANT"

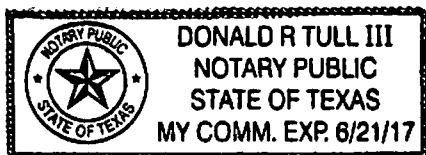
WALNUT PLACE PROPERTY OWNERS, INC.,
a Texas Non-Profit Corporation

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By: *[Signature]*
DOUG NORTH, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me by DOUG NORTH in the capacity therein
stated on the 22nd day of March, 2014.



[Signature]
Notary Public, State of Texas

AFTER FILING RETURN TO:

Cynthia D. Rendon
Rendon Law Firm, PLLC
440 Louisiana St., Suite 900
Houston, Texas 77002

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FILED

2014 APR -3 PM 3:07

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
certified herein by me, and was duly RECORDED, in the Official Public Records of said Property of Harris
County, Texas

APR -3 2014



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS