

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**PINE FOREST PROPERTY OWNERS  
ASSOCIATION, INC.**

**PHASE III, UNITS 7-12**

**[BASTROP COUNTY, TEXAS]**

**September 4, 2018**

**Cross-Reference Declaration of Covenants, Conditions and Restrictions for Pine Forest, Phase III, Units 7 Through 12 Bastrop County, Texas recorded under Document No. 201510449, Official Public Records of Bastrop County, Texas, as the same may be amended from time to time.**

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PINE FOREST, PHASE III, UNITS 7-12**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (this “**Amendment**”) is made by **PINE FOREST PROPERTY OWNERS ASSOCIATION, INC.**, a Texas nonprofit corporation (the “**Association**”), and is as follows:

**RECITALS:**

**A.** Pine Forest Phase III, Units 7-12 located in Bastrop County, Texas, was previously made subject to that certain Declaration of Covenants, Conditions and Restrictions for Pine Forest, Phase III, Units 7-12, recorded as Document No. 201510449, in the Official Public Records of Bastrop County, Texas, as the same may be amended from time to time (the “**Existing Declaration**”).

**B.** Pursuant to *Article 7, Section 7.04* of the Existing Declaration, the Existing Declaration, may be amended by the Board and ratified by Owners of at least one-third (1/3<sup>rd</sup>) of the Lots in the Subdivision (defined in the Declaration as Units 7-12) or, if the Board calls a meeting, ratification by at least sixty percent (60%) of the votes of Owners attending the meeting in person or by proxy. Article 1 and Sections 6.01 through 6.08 amendments also require the advice and consent of the Architectural Control Committee (the “ACC”).

**C.** The President of the Association executes this Amendment to attest to the fact that this Amendment was approved by the Board, with the advice and consent of the ACC, and ratification, at a called meeting, by at least sixty percent (60%) of the votes of Owners attending in person or by proxy.

**NOW, THEREFORE**, it is hereby declared: (i) that Pine Forest, Phase III, Units 7-12 (the “Property”) including any portion thereof or any Lot therein will be held, sold, conveyed and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding on all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will insure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and the Declaration is amended and restated, in its entirety, as follows:

## DEFINITIONS

### Architectural Control Committee

The Architectural Control Committee (the "ACC"), means the committee authorized under the current recorded BYLAWS to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any Improvements on a Lot.

### Assessments

Assessments shall mean all assessments imposed by the Association under this Declaration.

### Association

Association shall mean and refer to Pine Forest Property Owners' Association, Inc., a Texas Non-Profit Corporation.

### Board

Board shall mean the Board of Directors of the Association.

### Improvement

Improvement shall mean all physical enhancements and alterations to the Property, including but not limited to grading, clearing, removal of trees, alteration of drainage flow, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antenna towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

**Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These Rules and Regulations may be modified by the ACC from time to time. Please contact the ACC for the current rules regarding installation and placement.**

### Lot

Lot shall mean and refer to those certain plots of land shown on the plat and Subdivision map of Pine Forest, Phase III, Units 7 through 12 recorded in the Map Records of Bastrop County, Texas,

and any additional Lots subsequently platted; however, the term Lot shall not include the Common Area nor any Reserve shown on said map or plat as of February 2, 2013. Each Lot shall have one vote in all matters requiring a vote of Owners.

#### **Mobile Home**

Mobile Home shall mean a new residence that is manufactured, purchased off site from a manufacturer or dealer, moved to the Lot, wheels removed, anchored in place to the land, and connected to a permanent exterior septic system, water, and electrical connections.

#### **Owner**

Owner shall mean and refer to the owner of record, whether one or more, of the fee simple title to any Lot or Reserve. Each Owner shall be a member of the Association.

**If you acquire a Lot you automatically become a member of the Association. Membership is Mandatory!**

#### **Permit**

Permit shall mean a single use approval issued by the Architectural Control Committee following a review of the plans for new construction or improvements to a Lot within the Subdivision to ensure conformity with the building restrictions as contained herein. All Permits are issued for a fixed term with the opportunity for extension with the approval of the ACC.

#### **Property**

Property shall mean and refer to that certain real property shown on the plat and Subdivision map of Pine Forest, Phase III, Units 7 through 12 recorded in the Map Records of Bastrop County, Texas.

#### **Single Family Residence**

Single Family Residence (hereafter sometimes referred to as the Residence) shall mean a qualifying structure with the principal purpose of housing a single family. Lots may contain multiple approved structures that serve various purposes but must contain an approved single family residence, and only one shall be placed on a Lot.

#### **Subdivision**

Subdivision shall mean and include all of Pine Forest, Units 7 through 12.

<b>TABLE 1: RESTRICTIONS</b>	
<b>Declaration</b> (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property.
<b>Certificate of Formation</b> (Recorded)	Establishes the Association as a Texas nonprofit corporation.
<b>Bylaws</b> (Recorded)	Governs the Association’s internal affairs, such as elections, meetings, etc.
<b>Rules and Regulations</b> (if adopted, Recorded)	Regulates the use of property, activities, and conduct within the Property or the Common Area.
<b>Board Resolutions</b> (adopted by the Board of the Association)	Establishes rules, policies, and procedures for the Property, Owners and Association.

**ARTICLE 1  
Restrictions**

1.01 All current and future Lots within the Subdivision are subject to the current and future laws of the federal, state, and local governments having jurisdiction over the Subdivision and can be enforced by the Board. All structures in Units 7-12 require a Permit for new construction or improvements, or for any additions and updates to existing properties. The ACC will approve and inspect all construction on Lots within the Subdivision. Construction and/or changes will begin only after the ACC has approved the construction and issued a permit.

**NOTICE**

**The Restrictions are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the current Restrictions, as they may change from time to time.**

1.02 All Lots in the Subdivision shall be used for single family residential purposes or at the discretion of the Board for parks, recreational facilities or other uses beneficial to the Subdivision.

1.03 Easements, setbacks, offsets, right of ways

- a. Utility easements of 10 feet adjacent to the front, rear, and side property lines are reserved.

- b. No improvements shall be constructed within 60 feet of the front property line (except ornamental fencing and gates), subject to the topography of the Lot, with an absolute minimum of 40 feet.
- c. No improvements shall be constructed within 40 feet of the side property line (except ornamental fencing and gates) adjacent to a street.
- d. No improvements shall be constructed within 10 feet of the rear property line or 15 feet of the side property line (except fencing) that are not adjacent to the street.
- e. The streets and roads shown on said recorded plats are dedicated to the use of the public and will not be used for private purposes with the exception of establishing a USPS Box.

#### 1.04 Structures and minimum sizes

- a. Residences in Units 7-11 must be minimum size of 1,800 square feet and a minimum of 1,200 square feet on the ground floor of a multi-story structure excluding porches, garages, and patios. A garage for at least 2 cars shall be required.
- b. Residences in Unit 12 must have a minimum size of 1,500 square feet excluding porches, garages/carports, and patios.
  - 1. Residences in Unit 12 may be a site built home, a **new** mobile home or a **new** manufactured Residence.
  - 2. Mobile homes and manufactured Residences are required to include skirting that has been approved by the Architectural Control Committee.
  - 3. A garage/carport for at least two (2) cars shall be required.
- c. On Lots of 1 acre or more a single smaller secondary residential structure ("Secondary Residence") with a minimum size of 1,200 square feet may be built in conjunction with the Residence or thereafter. This smaller Secondary Residence, if it is to be built on an adjacent Lot, may not be built nor an ACC permit issued unless the two Lots (one of which is the adjacent Lot) are combined into a single Lot.
- d. Utility structures may be any size up to the size of the footprint of the Residence but must be situated behind the Residence.
  - 1. The utility structure must be limited to a single story and the height of the building is limited to the same height as the first story of the Residence.
  - 2. Utility structure construction materials and color must be complimentary to the Residence.
- e. All Residences and Secondary Residences must be connected to a sewer system or a Bastrop County approved septic system before occupancy.
- f. Construction of a Residence or other structure must be completed in a timely manner. Permits will be issued for six (6) months but longer permits will be allowed when justified by the Property Owner. Extensions may be applied for if longer construction time is extended by unusual circumstances.
- g. The Architectural Control Committee will review and has discretion with regard to any improvements constructed on a Lot.

**MOBILE HOMES, MANUFACTURED RESIDENCES,  
OR CONTAINER HOMES ARE NOT PERMITTED IN UNITS 7-11**

1.05 Materials

- a. Exterior siding and trim materials of a durable nature are required and should be of a color and texture that compliments the existing residence and other residences in the neighborhood. If the siding or trim is normally painted, then it will have two coats of paint.
- b. All the standards set forth in section 6.03 a. through h. must be satisfied and a permit obtained as required by section 6.01.
- c. Driveways
  - 1. Each Lot with a Residence shall have a permanent designated driveway made of durable surface material, and if permeable, must be retained by an approved border on both sides.
  - 2. If necessary, a concrete apron and culvert meeting Bastrop County requirements must be completed.

1.06 Displays

- a. Advertising
  - 1. No permanent advertising displays are allowed except Board approved signs promoting or identifying the Subdivision.
  - 2. The contractor for approved construction may erect a small sign until construction is complete.
  - 3. Posting signs for events of a non-profit charitable organization are allowed until the end of the event.
- b. Flags
  - 1. Flags can only be displayed from Lots and structures owned by the Owner.
  - 2. A US Flag may be displayed in accordance with 4 U.S.C. Sections 5-10.
  - 3. A Texas Flag may be displayed in accordance with Chapter 3100, Texas Government Code.
  - 4. Flags requiring a permit;
    - I. Any flag(s) that requires a freestanding flagpole, or
    - II. Any flag(s) that is lighted.
- c. Celebratory displays of a temporary nature do not require a permit except;
  - 1. When the display will last longer than 30 days,
  - 2. Involves extensive lighting, or
  - 3. Involves the construction of temporary structures.

#### 1.07 Pets, livestock and other animals

- a. Pets not raised for personal consumption or commercial purposes and maintained on Owner's property are allowed. Only a reasonable number of personal pets may be kept by an Owner and only in a manner that does not present a risk, threat or nuisance, including excessive noise or odors, to the public or other Owners. All pets are to be kept on a leash or in enclosures and may not roam free outside the boundaries of the Owner's property. The Board or ACC shall be empowered to determine such reasonable standards.
- b. One horse, not raised for commercial purposes, is allowed on Lots of two acres or more, with one additional horse per each additional acre (e.g., two horses on a three-acre Lot or three horses on a four-acre Lot) with a maximum number of six horses.
- c. Medically approved service animals are allowed.
- d. Livestock raised for any purpose is not allowed.
- e. All animal containment structures must be behind the Residence.
- f. Chickens are limited to six per residence, and no roosters.
- g. No animal may be allowed to make an unreasonable amount of noise or become a nuisance.
- h. No commercial breeding of animals is allowed.
- i. No commercial kennels are allowed.

#### 1.08 Recreational activities

- a. Permanent recreational apparatus or facilities are not permitted between the front of a Residence and any street.
- b. Powered or unpowered vehicles or horses may not be used in any way that disrupts the flow of traffic or are contrary to traffic laws.
- c. Powered or unpowered vehicles or horses may not be used on any Lot except the Owner's Lot without written permission of the Owner of the Lot.
- d. An Owner may use a residential type vehicle (i.e. bus, motorhome, travel trailer, 5<sup>th</sup> wheel trailer) on Owner's Lot for a maximum of 14 consecutive days per use and no more than 2 times per year for a total of 28 days.

#### 1.09 Energy, utilities and other activities

- a. Natural gas is not currently supplied to the Subdivision.
- b. Propane is allowed but tanks and other facilities must be buried or hidden from view.
- c. Solar Energy Collection systems are allowed but require a permit from the ACC.
- d. Rain Water Collection systems are allowed but require a permit from the ACC.
- e. Septic systems must be constructed with county approval and within the Lot in conformity with all easements, setbacks, offsets and right of ways.

#### 1.10 Vehicles



- a. No vehicles, boats, containers or trailers of any type may be stored (left parked in the same location for 30 or more days) in front of or to the side of a Residence except during times of approved construction of such Residence on such Lot. The ACC may issue a permit allowing a residential vehicle to be parked and inhabited on a Lot during construction of a residence or during extended visits by friends or family for the period and under the conditions specified by the ACC in the permit.
- b. No vehicles or trailers of any type may be left parked in front of or to the side of a Residence except for personal transportation vehicles limited to cars, and light pickup trucks.
- c. Residential type vehicles (including but not limited to motor homes and trailers) may be inconspicuously stored on a Lot to the rear of the Residence or in a garage, but, may not be occupied or lived in while stored.
- d. No overnight parking of any vehicles, trailers, etc. on a public thoroughfare (including cul-de-sacs) is allowed.
- e. No vehicles, equipment or structures can be parked or placed on a vacant lot or lot without a residence.

#### 1.11 Other requirements

- a. Dumping of trash or waste and open cesspools are prohibited.
- b. Clean up of trash and unused building materials upon completion of any work is required.
- c. Hunting and discharge of firearms, explosives or fireworks within the Subdivision is prohibited.
- d. Activities that generate loud noise, obnoxious or offensive odors, are prohibited.
- e. Removal or selling of any soil or natural resources from a Lot is not allowed except removal required to complete an approved construction or for fire safety/prevention.
- f. Open burning is prohibited except for owner attended burn barrels or fire pits constructed for the purpose. Open burn piles are permitted only if approved by the fire department and attended by the owner or owner's representative with appropriate equipment and water source to prevent the spread of fire.
- g. Prior to beginning residential construction, a portable restroom is required to be on the property and must remain on the property until construction is completed.
- h. An enclosed container for trash and construction debris is required during all phases of construction. No burning of construction materials at any time.
- i. Permits must be displayed, including county permits.
- j. No pushing debris onto any neighboring lots or ravines, and no storing debris, rubbish, or waste on any lots.
- k. No changes to topography and/or drainage without ACC approval.
- l. Trash and/or Recycling containers or bins, as well as miscellaneous items (boxes, appliances, etcetera) not collected by trash pickup service cannot be left at the curb/street for more than 24 hours.

#### 1.12 Subdividing and joining a Lot

- a. Two adjacent Lots may be combined into one Lot at the discretion of the Owner for building site purposes but will be counted as two (2) Lots for purposes of dues and Owner voting.
- b. Adjacent Lots owned by the same Owner may be joined if approved by the ACC, the Board, and Bastrop County.

#### 1.13 Residential Property Rentals

- a. An entire Residence may be rented to single family residents under a written lease for a minimum term of six (6) months.
- b. Residents renting a home may not engage in a sublease rental unless the term exceeds six (6) months and would only allow for use of the entire Residence by a single family.
- c. Secondary residences on a property may not be used as an income property and may not be leased.
- d. No residence may be used for short-term rentals, such as renting online for a short vacation or as a party rental.
- e. The Owner must provide to its lessee copies of all current restrictive covenants and is ultimately responsible for the lessees adherence to them.
- f. Notice of any lease, together with a copy of the lease and any such additional information as may be required by the Board, will be remitted to the Association by the Owner on the earlier of: (1) the tenth (10th) day after the effective date of the lease; or (2) ten (10) days prior to commencement of the lease term. Social security numbers, drivers' license or identification card numbers, and monthly payment amounts may be redacted from the lease.

#### 1.14 Pools and Water Features

- a. All pool and water feature installations must be approved, in advance, by the ACC and at a minimum follow all current local and Texas laws.
- b. Above ground pools require an attached fence or must be fenced within the yard.
- c. In-ground pools must be within a fenced area or yard.
- d. Abandoned swimming pools or water features, on occupied or unoccupied property must be protected with:
  1. a fence that is at least four feet high and that has a latched and locked gate; and
  2. a cover over the entire swimming pool or water feature that cannot be removed by a child; or
  3. be drilled for drainage and properly filled with material approved by the ACC.

1.15 Pre-existing and approved/authorized well pumps must be enclosed with materials approved by the ACC.

1.16 No container homes on any Lots for any reason.

1.17 For new construction, each home and secondary structure requires a permit. At the time of the permit application the owner must place stakes on the property positioned in a way that depicts the size and location of the new construction.

**ARTICLE 2**  
**Assessments**

2.01 For the purposes of providing funds for the uses specified herein, each Lot, including each Mobile Home Lot, shall be subject to Assessments to be paid to the Association. The amount of Assessments shall be fixed from time to time by the Board.

2.02 The Assessments may be changed by the Board at its discretion, if it is deemed necessary and expedient to assure the continuance of the services provided and specified herein

2.03 In addition to the Assessments, the Board may adopt a Special Assessment for any purpose listed herein. Such Special Assessment shall be apportioned to all Lots in the Subdivision equally, or if such assessment is requested only by Owners in a particular Unit or area of the Subdivision such that not all Lots will benefit from such assessments, apportioned equally to all Lots that shall benefit from the assessment. Any such Special Assessment must be approved by 60% of the votes cast in person or by proxy by the Owners to be assessed in an election called for such purpose by the Board.

2.04 As soon as practicable at or prior to the beginning of each year, the Lot Owners shall receive a statement of Assessments due. Unless each Owner shall have paid said Assessments by February 10 of each year, or such other date(s) established by the Board, the same shall be deemed delinquent and shall bear interest at the maximum rate per annum that the law allows until paid.

2.05 If the Owner of any Lot subject to the Assessments or any Special Assessment Charge shall fail to pay the Assessments by the date due, the Board shall have the right to enforce the Vendor's Lien which is hereby imposed in its favor, to the same extent, including a foreclosure sale and deficiency judgment and subject to the same procedures as in the case of deeds of trust under the applicable law. The amount due by such Owner shall include the past due Annual and Special Assessment charges, the cost of any collection or enforcement proceedings, including a reasonable attorney's fee, and interest at the maximum rate allowed by law until paid.

**Yes, the Association *can* foreclose on your Lot!**

**If you fail to pay assessments to the Association, you may lose title to your Lot if the Association forecloses its assessment lien.**

2.06 The Board shall have the right to adopt procedures for the purpose of billing for and collection of the Annual and Special Assessments, provided that the same are not inconsistent with the provisions hereof.

2.07 Upon written demand by any Lot Owner, the Board shall within a reasonable period of time issue and furnish to such Lot Owner a written certificate stating that all Annual and Special Assessments (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate, or, if all Assessments have not been paid, setting forth the amount of Assessments (including interest and costs, if any) due and payable as of such date. The Board may make a reasonable charge for the issuance of such certificate, which must be paid at the time the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Board and any bona fide purchaser of, or lender on, the Lot in question.

### **ARTICLE 3**

#### **Imposition of Assessment upon Property**

3.01 The Assessments herein imposed shall be and remain a first charge against and a continued first vendor's lien against the land herein conveyed until paid, and shall run with, bind and burden such land, provided, however, that the lien of the various Assessments provided for herein shall be subordinate to the lien of any purchase money mortgage.

The lien for Assessments herein shall be and remain subordinate to an "equity withdrawal" refinance, second mortgage or home equity loan (not described in the preceding sentence) only if the total indebtedness (including the equity withdrawal amount) secured by the Lot is 90% or less than the market value of such lot determined by an independent appraisal upon which such refinance, second mortgage or home equity loan is based. The subordination described herein shall apply only to the Assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to the decree of foreclosure, or any other proceedings in lieu of foreclosures, and the lien for such charges shall survive such foreclosure free of subordination, except in the case of a foreclosure by government for taxes, a foreclosure by the Association, a foreclosure in which proceeds from the foreclosure sale or subsequent resale by a purchasing secured lender are insufficient to cover all indebtedness to which such Assessments are subordinated under the above provisions of this section, or until paid in full by the purchaser of the Lot following foreclosure.

3.02 In addition to taking subject to the charge and the lien imposed herein, a new Owner of each Lot prior to the acceptance of a deed thereof, whether or not it shall be expressed in such deed, shall be deemed to have agreed to be personally liable for the payment of each charge against such Lot in each year during any part of which such Owner holds title to such Lot.

### **ARTICLE 4**

## Use of Funds

4.01 The Board shall apply all funds received by the Association for the benefit of the lands lying within the Subdivision in the following manner:

- a. The payment of all principal and interest, when due, on all amounts owed by the Association.
- b. The cost and expenses of the Association.
- c. For the benefit of the Subdivision, by devoting the same to the lease, acquisition, engineering, design, legal representation, permitting, construction, reconstruction, conduct, alteration, enlargement, laying, renewing, placement, repair, maintenance, operation and subsidizing of such of the following as the Board in its sole discretion may from time to time establish or provide, including, but not limited to the following;
  1. Any and all projects, sources, facilities, studies, programs, systems and properties relating to recreational facilities or community services;
  2. Drainage systems;
  3. Streets, roads, highways, walkways, curbing, gutters, trees, flowers and landscaping, fountains, benches, shelters, directional and information signs, and lighting facilities.
  4. for the collection, treatment and disposal of garbage, sewage and refuse;
  5. associated facilities for the fighting and preventing of fires;
  6. Utility systems and;
  7. Any and all other improvements, facilities, services and communications as the Board may deem to be necessary, desirable or beneficial to the Subdivision and its residents.
- d. However, Assessments may **NOT** be levied, collected, charged, or used for the purposes of paying any costs of the development of the Property, which is deemed to include: (i) the platting and subdividing of the Property; or (ii) the construction of streets, roadways, curbs, utility infrastructure, detention, filtration, or water quality ponds, sidewalks, gutters or other related improvements.

4.02 The Board shall not be obligated to spend in any calendar year any part of or all of the sums collected in such year by way of Assessments, or otherwise, and may carry forward as surplus any balances remaining; nor shall the Board be obligated to apply any such surpluses to the reduction of the amount of Assessments in the succeeding year, but may carry forward from year to year such surpluses as the Board in its discretion may determine to be desirable for the greater financial security of the Association and to effectuate its purposes.

4.03 The Board shall be entitled to contract with any corporation, firm or any other entity in order to carry the performance of the various functions of the Association hereunder.

## ARTICLE 5

## **Rights of Enjoyment of Community Facilities**

5.01 Every Lot Owner, by reason of such ownership, shall have a right of enjoyment in and to all facilities provided by the Association subject to the terms hereof, and such right shall be appurtenant to and pass with every Lot transfer. All such rights and privileges shall be subject to the right of the Board to adopt and promulgate rules and regulations pertaining to the use of such facilities which shall enhance the preservation of such facilities, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and residents. The Board shall have the right to charge Owners and residents admission and/or other fees in connection with the use or right to use any facility. Such other fees may include, but, not necessarily be limited to, monthly fees for the use or right to use such facilities. The Association shall have the right to borrow money for the purpose of improving any facility and in the aid thereof, to mortgage the same and the right of any such mortgagee shall be superior to the easements herein granted and assumed.

5.02 The Board shall have the right to suspend the right of any Lot Owner (and the privilege of each resident claiming through such Owner) for any period during which any Charge provided for in this instrument remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions hereof.

5.03 Notwithstanding the rights, easements, and privileges granted under this Article 5, the Board shall nevertheless have the right and power to convey any property referred to in Section 5.01 hereof free and clear of all such rights, easements and privileges if such conveyance is to a public body for public use.

## **ARTICLE 6 Architectural Control**

6.01 No building, fence, wall or other improvement of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any property in the Subdivision until the plans, specifications and plats showing the nature, kind, shape, height, materials, color and location of the same has been approved by the ACC in writing.

6.02 The authority to grant or withhold approval with regard to Improvements for which architectural approval is required is vested in the ACC, unless specifically delegated to the Board.

6.03 Approval shall be granted or withheld based on:

- a. matters of compliance with the provisions of this instrument,
- b. quality of materials which must be equal or exceed the median standard for the Subdivision as determined by the ACC,

- c. quality of construction which must equal or exceed the median standard for the Subdivision as determined by the ACC.
- d. harmony of the external design with existing and proposed structures within the Lot.
- e. harmony of the external design with existing and proposed structures within the Subdivision.
- f. location with respect to topography and finished grade elevation, and
- g. the granting of the aforesaid approval shall constitute only an expression of opinion of the ACC that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat.
- h. NEITHER THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, NOR ANY MEMBER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS DECLARATION.

#### 6.04 Appeals of ACC actions

- a. An Owner may appeal an ACC denial of a permit to the Board at any special or regularly scheduled meeting of the Board to occur not more than 60 days following the denial.
- b. Appeals of ACC action(s) will be conducted in accordance with the by-laws of the Association.

#### 6.05 Membership in ACC

- a. Requirements of membership in ACC
  - 1. Must be an owner of property in Subdivision
  - 2. Must be elected in accordance with provisions of the by-laws of the Association.
  - 3. Must be able to perform the duties of the committee as directed by the Chair of the Committee.
- b. The term of office for each ACC member shall be 4 years.
- c. Composition: The ACC will be composed of five (5) persons in accordance with the bylaws, who will review applications for Improvements proposed to be made by any Owner. The ACC in place at the time this Declaration is approved will remain in place for the duration of each ACC member's term. Upon the expiration of an ACC member's term, the position will be filled in accordance with the bylaws to replace the ACC member whose term has expired. In the event of resignation, the ACC member position will be filled in accordance with the bylaws.
- d. Duties
  - 1. assist Owners and potential owners with preparation of permit requests
  - 2. approve/disapprove permit requests and improvements to Lots

3. visually inspect the Subdivision and issue violations for non-compliance with the CCRs
4. publish and maintain Guidelines and Policies to be made available to all Owners
5. publish reports to the Board of Directors per BOD requests

6.06 Following the annual Owner meeting of the Association the ACC shall meet and elect a Chairperson.

6.07 In the event an Owner of any Lot shall fail to comply with an issued permit or fail to maintain the premises and improvements situated thereon in a neat and orderly manner, the ACC shall notify in writing one or more of the owners of the violation. Continued failure to correct the violation after notification will be reported to the Board to take whatever additional action may be required including, where appropriate, entry by its agents or contractors onto the Lot to cure the violation.

6.08 If any Lot Owner in this Subdivision shall violate or attempt to violate any of the covenants or restrictions herein contained, then the Board or any other Owner in the Subdivision shall have the right to prosecute any proceedings, at law or in equity, against any such person violating or attempting to violate any of the covenants or restrictions and prevent such person or persons from so doing by prohibitive or mandatory injunction and/or recover damages and expenses (including reasonable attorney's fees) for such violation. Any Owner who knowingly or negligently begins construction without a permit, or in violation of plans upon which the permit is based, shall, upon receipt of notice from the ACC, halt construction and tear down any construction that cannot be made to conform to the permit or to the requirement of a new permit. The commencement of construction without a permit or in violation of a permit shall constitute consent to any demand by the Board to require halting and tearing down non-permitted construction. **In addition to the remedies set forth above, the Association may impose reasonable fines and penalties, as established by the Board.**

## **ARTICLE 7**

### **Miscellaneous**

7.01 No change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration except as set forth herein.

7.02 The determination of any court that any provision of this Declaration is unenforceable or void shall not affect the validity of any of the other provisions hereof.

7.03 The Association shall be empowered to assign its rights here under to any successor nonprofit membership corporation (hereinafter referred to as Successor corporation) and, upon such assignment the Successor Corporation shall have the rights and be subject to all the duties



of the Association hereunder and shall be deemed to have agreed to be bound by all the provisions hereof, to the same extent as if the Successor Corporation had been an original party. If for any reason the Association shall cease to exist without having first assigned its rights hereunder, the covenants, easements, Assessments and liens imposed hereunder shall nevertheless continue, and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a nonprofit membership corporation and assigning the rights of the Association hereunder with the same force and effect, and subject to the same conditions as provided in this Section 7.03 with respect to an assignment and delegation by the Association to a Successor Corporation.

7.04 Any or all of the covenants or restrictions herein may be annulled, amended or modified at any time by the Board except that changes to Article 1 and Sections 6.01 through 6.07 may be made only with the advice and consent of the ACC. Any proposed changes must be ratified by Owners of at least 1/3 of the Lots in the Subdivision, or, if the Board calls a meeting for such purpose, ratified by sixty (60) percent of the votes of Owners attending in person or by proxy. All Lot Owners shall be given not less than thirty (30) days' notice in writing of any proposed amendment before it is to be voted upon and adopted.

7.05 All titles or heading of the Articles herein are for the purpose of reference only and shall not be deemed to limit, modify or otherwise affect any of the provisions hereof. All references to a singular term shall include the plural where applicable.

7.06 The covenants, conditions and restrictions of the Declaration shall take effect on the date of ratification and shall not have retroactive application to homes or improvements that were completed or granted permits by the ACC prior to such date. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Owner of any Lot subject to this Declaration, and his or her respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at a later date.

EXECUTED to be effective on the date this instrument is recorded.

By: Miley Akers Jr  
Printed Name: Miley AKERS JR  
President, Pine Forest Property Owners Association, Inc.

By: Daniel O'Connor  
Printed Name: Daniel J. O'Connor  
Chairman, Pine Forest Architectural Control Committee

THE STATE OF TEXAS §  
COUNTY OF Bastrop §

This instrument was acknowledged before me this 13<sup>th</sup> day of November, 2018 by Miley Akers Jr, Daniel O'Connor corporation, on behalf of said corporation.

(SEAL)

Megan Welch  
Notary Public Signature

