

CURRENT

Henderson County
Gwen Moffeit
County Clerk
Athens, TX 75751

2012
Vol 1365 P890

Instrument Number: 2012-00015528

As

Recorded On: 11/26/2012 09:39 AM Recordings - Land

Parties: CAROLYNN ESTATES POA

To: PUBLIC

Number of Pages: 13 Pages

Comment: BY-LAW & AMENDED COVENANTS

(Parties listed above are for Clerks reference only)

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Recorded Date/Time: 11/26/2012 09:39 AM

Recorded By: Susan Bass

*****DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*****

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.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



Gwen Moffeit

County Clerk
Henderson County, Texas

Record and Return To:

CAROLYNN ESTATES POA
P O BOX 1774

MABANK, TX 75147



**Carolynn Estates Property Owners Association
A Texas Non-Profit Corporation
155 Park Crest, Mabank, Texas 75156**

BY-LAWS

We the members of Carolynn Estates Property Owners Association, Carolynn Estates and Carolynn Estates-West on Cedar Creek Lake in Henderson County, Texas, hereby organized this Association of the lot owners of this subdivision in order to protect, preserve and enhance the value of our property in this subdivision, and we hereby form this Association in the following manner and for the purpose herein set out and adopt the By-Laws set forth herein, on the following terms and conditions.

For simplicity the name Carolynn on Cedar Creek Lake in these By-Laws shall suffice for both Carolynn Estates and Carolynn Estates-West.

**I
MEMBERS**

Section 1. All owners of lots in Carolynn of Cedar Creek Lake shall be members of the Association.

Section 2. Each membership shall be entitled to two votes on each matter submitted to a vote of the members. In the event one lot is owned by several people they shall designate two of their number to be the member of the Association entitled to their votes. Ownership of more than one lot shall not entitle a member to more than two votes.

Section 3. If a member sells his or her lot in Carolynn on Cedar Creek Lake and moves off the subdivision, his or her membership in the Association will immediately terminate without further action on the part of the members of the Board of Directors.

Section 4. Membership in the Association is transferable upon conveyance of title to lot(s) in such subdivision owned by such a member. Upon the death of any member of the Association, the person to who the legal title to such lot in Carolynn on Cedar Creek Lake shall pass shall become a member of the Association.

Section 5. The immediate family of all members in good standing shall be entitled to use all the facilities of the Association.

**II
MEETING OF MEMBERS**

Section 1. (Annual Meeting) An annual meeting of the members shall be held on the third Saturday in the month of August in each year beginning with the year 1984, at the hour of 2:00 p.m. for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If for any reason the election cannot be held on the date designated herein for any annual meeting, or at the adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

Section 2. (Special Meetings) Special meetings of the members may be called by the Chairman, the Board of Directors, or not less than the majority of the membership.

Section 3. (Place of Meetings) The Board of Directors may designate any place within fifteen (15) miles of Cedar Creek Lake as the place of meeting called by the Board of Directors.

Section 4. (Notice of Meetings) Written or printed notice stating the place, date and hour of the meeting of members shall be delivered, either personally or by mail, to each membership not less than ten (10) days nor more than fifty (50) days before the date of such meeting, by or at the direction of the Chairman or the Secretary, or the officers or person calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his address as it appears on the records of Association with postage thereon prepaid.

Section 5. (Informal Action by Members) Any action required by law, to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken or to be taken shall be signed by all of the members with respect to the subject matter thereof.

Section 6. (Quorum) The membership present and a majority of the Board of Directors at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7. (Proxies) At any meeting of members, a membership may vote by proxy in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution otherwise provided in the proxy.

Section 8. (Voting by Mail) Where directors or officers are to be elected by members, such election may be conducted by mail in such a manner, as the Board of Directors shall determine.

**III
BOARD OF DIRECTORS**

Section 1. (General Powers) The affairs of the Association shall be managed by its Board of Directors.

Section 2. (Number, Tenure and Qualifications) The number of Directors shall be seven (7). Each Director shall hold office for two (2) years, with three (3) members being elected on even years and four (4) members being elected on odd years. Each Director must be a member in good standing of the Association. The nominating committee shall be appointed by the Board of Directors.

Section 3. (Regular Meetings) A regular annual meeting of the Board of Directors shall be held without further notice than this By-Law immediately after and at the same place as the annual meeting of the members. The Board may provide by resolution the time and place for the holding of additional regular meeting of the Board without other notice than such resolution.

Section 4. (Special Meeting) Special meetings of the Board of Directors may be called by or at the request of the Chairman or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place as the place of holding any special meeting of the Board of Directors called by them.

Section 5. (Notice) Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director to the address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed with postage thereon prepaid. If such notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the Telegraph Company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of any such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not legally called or convened. Neither the business to be transacted at, nor the business of any regular or special meeting of the Board may be specified in the notice of waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6. (Quorum) A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Board of Directors is present at said such meeting; a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7. (Manner of Acting) The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the By-Laws.

Section 8. (Vacancies) Any vacancy occurring in the Board of Directors shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9. (Compensation) Directors as such shall not receive any stated salaries for their services, but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

Section 10. (Informal Action by Directors) Any action, which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

IV
OFFICERS

Section 1. (Officers) The officers of the Association shall be a Chairman, one or more Vice-Chairman, a Secretary, a Treasurer, and such other officers as may be elected in accordance with this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties designated from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person except the combined office of Chairman and Secretary.

Section 2. (Election and Term of Office) The officers of the Association shall be elected for a one (1) year term by majority vote of the quorum present at their annual meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. (Removal) Any officer elected or appointed by the Property Owners or Board of Directors may be removed by a majority vote of same whenever in its judgment the best interest of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. (Vacancies) A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. (Chairman) The Chairman shall be the principal executive officer of the Association and shall in general supervise control of all business affairs of the Association. He shall preside at all meeting of the members and of the Board of Directors. He may sign, with the Secretary, or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the Association; and in general he shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time. The outgoing Chairman shall act in an advisory capacity for the period of one (1) year.

Section 6. (Vice-Chairman) In the absence of the Chairman or in the event of his inability or refusal to act, the Vice-Chairman (or in the event there be more than one (1) Vice-Chairman, the Vice-Chairman in the order of their election) shall perform the duties of the Chairman, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman. Any Vice-Chairman shall perform such other duties as from time to time may be assigned to him by the Chairman or by the Board of Directors.

Section 7. (Treasurer) If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for money due and payable to the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman or the Board of Directors.

Section 8. (Secretary) The Secretary shall keep the minutes of the member meetings of the Association and of the Board of Directors meetings and deliver a copy to each Director as soon thereafter as conveniently may be; see that all notices or duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the Association records; keep a register of the Post Office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned by the Chairman or the Board of Directors.

Section 9. (Assistant Treasurers and Assistant Secretaries) If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the Chairman or the Board of Directors.

V

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. (Contracts) The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. (Checks, Drafts, etc.) All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or agent of the Association in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the Chairman or a Vice-Chairman of the Association.

Section 3. (Deposits) All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. (Gifts) The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or device for the general purpose or for the specific purpose of the Association.

**VI
RULES AND REGULATIONS
CAROLYNN ESTATES AND CAROLYNN ESTATES WEST**

Rules and regulations shall be complied with by all property owners and guests. The written rules and regulations as provided to property owners may be revised by the Board of Directors at any time conditions warrant.

**VII
BOOKS AND RECORDS**

In compliance with Article IV, Section 7 and 8, the Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors, and shall keep at the registered or principal office a record giving the names and address of the members. An annual audit by a committee of three members elected by the membership present at the August annual meeting or as soon thereafter as conveniently may be. All books and records of the Association may be inspected by any member, his agent or attorney, for any purpose at any reasonable time.

**VIII
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

**IX
DUES**

Section 1 ANNUAL DUES AS OF AUGUST 18, 2012, Voted on and approved by members attending the 2012 General Meeting.

- A. All persons owning Improved property will pay three hundred and fifty dollars (\$350.00) in 2013, for each Improved lot. In 2014, all persons owning improved property will pay three hundred and seventy-five dollars (\$375.00) for each improved lot and in 2015 all persons owning Improved property will pay four hundred dollars (\$400.00) for each Improved lot.
- B. All persons owning unimproved property shall pay fifty dollars (\$50.00) per lot per year.
 1. Improved property shall be determined as any property with living facilities meeting specifications set forth in Carolynn Estates and Carolynn Estates West deed restrictions.

Section 2 (Payment of Dues) Dues shall be due and payable on the first day of January and delinquent after April 1 in each fiscal year. A new member purchasing property shall be liable for only the prorated portion of the delinquent dues from the first of the month following title transfer for the remainder of the fiscal year of the Association. A New member having purchased property with no delinquent dues will not be liable for dues on such property for the remainder of the fiscal year.

Section 3. (Use of Money) The dues and/or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the property owners of Carolynn on Cedar Creek Lake; and in particular, for the improvement and maintenance of roadways, services, common property facilities and for carrying out the purpose of the Association. Voted and approved on August 18, 2007 that fifty percent (50%) of all general funds received shall be transferred to the Road Fund monthly per fiscal year. Money designated as Road Fund may only be used for road repair and maintenance.

**X
WAIVER OF NOTICE**

Whenever any notice is required to be given under the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, where before or after time stated therein, shall be deemed equivalent to the giving of such notice.

**XI
AMENDMENTS TO BY-LAWS**

These By-Laws may be altered, amended or repealed and new By-Laws adopted only by the vote of a majority of the members present at any annual meeting and special meeting if at least ten (10) days written notice is given to each member of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

**XII
BUILDING PERMIT FEE**

A building fee in the amount of one thousand dollars (\$1,000.00) will be due before the construction of a new residence on any lot in Carolynn on Cedar Creek Lake. The building permit fee shall be deposited to the Road Fund to help repair the damage to the streets after construction of new residence.

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THE STATE OF TEXAS

COUNTY OF HENDERSON

AMENDED COVENANTS AND RESTRICTIONS
CAROLYNN ESTATES SUBDIVISION
HENDERSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LEM J. WILLIS and wife, BETTY JEAN WILLIS, as owners of CAROLYNN ESTATES, CAROLYNN ESTATES-WEST, and CAROLYNN ESTATES-THE POINT, subdivision located and situated in Henderson County, Texas; and CAROLYNN ESTATES PROPERTY OWNERS ASSOCIATION, at various times established certain restrictive covenants affecting title to all lands located and situated within all parts or portions at CAROLYNN ESTATES, herein referred to as "the subdivision". The restrictive covenants and all amendments thereto affect title to all lots within the subdivision as shown on the following plats which appear of record in the Deed Records of Henderson County, Texas, as follows:

1. Original plat of Carolynn Estates-West recorded in Volume 6, Page 68 (now Cabinet C, Slide 62).
2. Original plat of Carolynn Estates recorded in Volume 4, Page 71 (now Cabinet A, Slide 317);
3. Plat of Carolynn Estates recorded in Volume 4, Page 81 (now Cabinet A, Slide 323);
4. Plat of Carolynn Estates recorded in Volume 5, Page 43 (now Cabinet A, Slide 367);
5. Plat of Carolynn Estates recorded in Volume 5, Page 45 (now Cabinet A, Slide 369);
6. Plat of Carolynn Estates recorded in Volume 5, Page 47 (now Cabinet A, Slide 371);
7. Plat of Carolynn Estates recorded in Volume 5, Page 57 (now Cabinet A, Slide 381);
8. Plat of Carolynn Estates recorded in Volume 5, Page 90 (now Cabinet C, Slide 11).

The original restrictive covenants and amendments thereto affecting title to lands in said subdivision are as follows:

1. Original Restrictive Covenants, Carolynn Estates-West: Volume 641, Page 415;
2. Amendment to Restrict Covenants, Carolynn Estates-West: Volume 1284, Page 92;
3. Original Restrictive Covenants, Carolynn Estates Addition: Volume 595, Page 56;
4. Amended Restrictive Covenants, Carolynn Estates Addition: Volume 1165, Page 606;
5. Restrictive Covenants, Carolynn Estates (The Point): Volume 610, Page 193;

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AND WHEREAS, said covenants and restrictions stated in part that they could be amended by the filing for record in the office of the County Clerk of Henderson County, Texas, an instrument signed and acknowledged by a majority of the then owners of the lots in the subdivision at the time of the filing such instrument.

AND WHEREAS, Carolynn Estates Property Owners Association, by and through their duly-elected Board of Directors, for the purpose of creating and carrying out a uniform plan for the continued improvements to and development of the total subdivision, hereby amends, all the aforementioned original restrictive covenants and amendments thereto and incorporate herein the following which shall hereafter be the restrictive covenants affecting title to all lands located and situated in Carolynn Estates, Carolynn Estates-West, and Carolynn Estates-The Point (the subdivision). It is the intention and purpose of these restrictive covenants to consolidate any and all covenants and restrictions affecting title to all lands in said subdivision and to preserve (so far as practical) the natural beauty of all land situated therein; minimizing the erection of poorly designed, unproportioned and unsuitable structures, encouraging harmonious architectural schemes; and advancing the highest and best development use of the property.

For these and other purposes – but not limited to a specific purpose – the Board of Directors of Carolynn Estates Property Owners Association hereby creates implements, and establishes the following restrictive covenants, conditions, and use of all lands within said subdivision.

- (1) It shall be mandatory that all property owners in the subdivision be members of the Carolynn Estates Property Owners Association and pay such dues and/or assessments as determined by the Association and to comply with all the requirements as set forth in the Association By-Laws. Nonpayment of dues shall be cause for the Carolynn Estates Property Owners Association to, after notification to the owner, file a lien against the owner's property for the amount owed.
- (2) Only a residence, garage or tool house may be built on these lots and they must conform in appearance and construction with dwelling. Construction of a residence must start with 60 days following placement of a tool house or garage on the owner's property. The residence does not necessarily have to be located on the same lot as the tool house or garage.
- (3) All buildings, including garages and tool houses must be built of new material.
- (4) All residential buildings must have a minimum of 1,000 square feet of floor space on the ground floor, excluding porches and carports and attached garages.
- (5) All buildings, including garages and tool houses must be a least 10 feet from the front lot line and 5 feet from the back or side lot lines.
- (6) Building material must be of brick, stone, vinyl, aluminum siding, wood or block. Aluminum siding, wood or block must be painted and maintained as such if not of permanent finish. No roll siding of any kind may be used.
- (7) All buildings must be kept up and maintained in a neat and orderly way.
- (8) All residential buildings must be completed within 150 working days after starting or owner must get written approval of delays from the Board of Directors of Carolynn Estates Property Owners Association.

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- (9) No mobile homes, manufactured or pre-assembled houses will be acceptable for permanent placement on lots in the subdivision. All structures except garages and tool houses must be built from the ground up on the lot where it is to be permanently located.
- (10) No noxious or offensive activity, including excessively loud noises, shall be carried on upon any lot or anything be done thereon which may become an annoyance or nuisance to the neighborhood. Construction work shall not begin before 7:00 A.M. on weekdays or 8:00 A.M. on Saturday or Sunday. All construction work of any other activity which produces loud noises such as hammering or power sawing shall stop by 10:00 P.M. each day.
- (11) No outside Toilet or privy shall be erected or maintained.
- (12) No animals or birds other than household pets will be permitted. Dogs shall not be allowed to run loose and shall be kept in a fenced area or other such enclosure or on a leash.
- (13) No lot shall be used as a dumping ground.
- (14) No lot shall be used to provide access (ingress to or egress from) to any other property adjoining or adjacent to the subdivision except for the express private use by the Carolynn Estates Property Owner. Construction of driveways, roads, streets or thoroughfares for such intended purpose except as provided for above, shall be positively prohibited. In the event the adjacent or adjoining property were to be developed, the owner of Carolynn Estates property shall not allow any owner of the adjacent or adjoining property to use the Carolynn Estates property for access.
- (15) No commercial business which sells wholesale or retail to customers who must physically enter the subdivision to purchase goods or services shall be permitted.
- (16) Easements are reserved along and within five feet of the rear line, front line and side lines of all lots in the subdivision, except lots 1W through 27W. This easement shall be five feet along Pebble Beach Drive only. These easements are for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, gas lines, and other public and quasi-public utilities, and to trim trees which at anytime may interfere or threaten to interfere with the maintenance of such lines, with right to ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the five foot wide strip as long as such line do not hinder the construction of buildings on any lots in the subdivision.
- (17) These covenants and restrictions shall be in force until the 15th day of July, 1996, then after the expiration of five years they shall automatically be extended for successive periods of five years each unless an instrument signed by (or with proxy ballots properly executed by) and acknowledged by a majority of the then owners of lots in the subdivision expressing their desire to change or amend, shall be executed. For the purpose of this provision it is established that any property owner of any lands or lots located within the subdivision (and limited to one owner regardless of joint ownership) shall be entitled to vote on any future change, amendment or alteration hereof and that ownership shall have one vote only regardless of the number of lots owned by the voter in said subdivision.

- (18) The provisions and restrictions shall be binding upon all owners of lots in the subdivision, their heirs and assigns.
- (19) If the party hereto or their assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for the other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing such, or to recover damages or other dues from such violations.
- (20) No campers, trailers, or mobile homes shall be parked on subdivision road right of way for more than three (3) weeks.
- (21) Invalidation of any of these covenants and restrictions by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.
- (22) With respect to the property commonly referred to as Carolyn Estates-The Point, lots 273 through 284 of the subdivision, certain restrictive covenants appear of record in Volume 610, page 193 and 194, Deed Records of Henderson County, Texas. The original restrictive covenants affecting title to said lots are incorporated herein by reference and made a part hereof for all purposes. In being understood and agreed that all lots within the subdivision are affected by all of the aforementioned restrictive covenants and amendments thereto insofar as said covenants and amendments pertain to all or specific lots and the restrictions shown in Volume 610, Pages 193 and 194 of said deed records apply only to lots 273 through 284 of said subdivision. Said lots shall have the following restrictions:
- (a) All buildings to contain a minimum of 1500 feet of floor space on the ground exclusive of porches, carports, patios and attached garages.
 - (b) All purchasers of a lot or lots must have written approval of a Property Owners Association heretofore formed before their deed or instrument of conveyance shall become absolute. Said written approval by the said Property Owners Association shall be affixed to any deed or instrument of conveyance before the same is filed of record in the office of the County Clerk of Henderson County, Texas.
 - (c) All construction plans must be submitted to the Property Owners Association and receive written approval thereon before construction begins.
 - (d) In addition to all other easements previously reserved an additional easement is reserved along and within fifteen (14) feet of the center line of the twenty (20) foot easement for a private road, such easement shall be for the construction and perpetual maintenance of conduits, pools, wires, and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, gas mains, and other public and quasi-public utilities and to trim any trees which at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities.
- (23) Enforcement of these restrictions shall be proceeding at law or in equity against any person, or persons, violating or attempting to violate any restriction, either to restrain violation or to recover damages from violations.

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Attest:

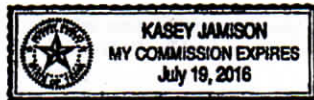
Carolynn Estates Property Owners Assoc.

By:

Robert Versace, Chairman

Executed on 11-26-12 in the State of Texas, Henderson County

This Instrument was acknowledged before me on the 26 day of November 2012 by Robert Versace, Chairman of Carolynn Estates Property Owners Association, a corporation.



Kasey Jamison
Notary Public, State of Texas

FILED FOR RECORD THIS ____ DAY OF ____, 2012 AT ____ O'CLOCK __M.
____ CLERK COUNTY COURT HENDERSON CO. TEXAS BY ____ DEPUTY

October 20, 2012

Page 5

Henderson County
Gwen Moffeit
County Clerk
Athens, TX 75751

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P O BOX 1774

MABANK, TX 75147



Carolynn Estates Property Owners Association
Rules and Regulations 01/2012

- 1) All parks and facilities will close no later than 11:00 P.M. Fishing from the piers by property owners is allowed after 11:00 P.M., but all noise must be kept to a minimum.
- 2) No overnight camping in parks or recreation areas allowed.
- 3) Parks, ramps and other facilities owned by Carolynn Estates Property Owners Association are available only to dues paying members and their guests. POA members are responsible for the behavior of their guests, including damages. Anyone else using these facilities will be trespassing.
- 4) No member shall leave a boat or any type of floating equipment at any boat ramp for a period of time exceeding one (1) day. Any additional time must have permission from the Board of Directors. Boats or motor vehicles left at any ramp should not block or hamper the use of ramp area.
- 5) All trash, including cans, bottles, food, fireworks debris, etc., must be cleaned up before leaving the park area.
- 6) No ground fires are allowed in the park. Charcoal fires in the metal containers are permitted.
- 7) All posted speed limits must be observed. Maximum speed must not exceed twenty (20) mph.
- 8) All motorized vehicles must be equipped with a quiet muffler.
- 9) All vehicles must be operated only on established roadways or driveways. Off the road type vehicles shall not be driven across other member's property or through park and recreational areas.
- 10) Persons living off the water shall not trespass across water front lots to obtain access to the water.
- 11) The use of rifles or pistols of any caliber in or around Carolynn Estates is prohibited. This is a game preservation area.
- 12) Pellet and BB guns will be restricted to your own personal property.
- 13) Bicycles, go-carts, mopeds, dirt bikes, golf carts or any other type of small unlicensed vehicle must be equipped with a safety flag attached to the vehicle. This flag must be a minimum of five (5) feet in height. Vehicles must be equipped with lights to be driven after dark.
- 14) Any person or persons vandalizing, destroying, stealing or abusing any property in Carolynn Estates shall be subject to arrest and prosecution.
- 15) It shall be unlawful for any person owning property in Carolynn Estates to allow weeds, grass or brush to grow to an unsightly height of twelve (12) inches on any improved lot within one hundred (100) feet of any property line. All vegetation not regularly cultivated and

that exceeds a height of twelve (12) inches will be presumed objectionable and unsightly. The property owner will have thirty (30) days after being notified by the Carolynn Estates Property Owners Association to clean up the property. A fee will be assessed after this time.

- 16) Only one 3-day garage sale per year per household is allowed.
- 17) Solar panels will be allowed only on the roof of the residence and garage and installation must be approved by the board of directors.
- 18) Religious displays on doors are permitted as long as they do not contain offensive language or graphics.
- 19) Resale certificates are issued during a sale or transfer of property. A fee of \$50.00 will be charged to cover the expense of changing directories, adding and deleting entrance codes for entrance gate.
- 20) U.S., Texas and Military Flags are permitted as long as they comply with flag codes. The flag pole must be maintained in good condition and any deteriorated flag or structurally unsafe flagpole is repaired, replaced or removed.
- 21) Rain barrels are permitted for harvesting water for irrigation as long as they are of the same color and consistent with color scheme of home.
- 22) Violations of rules will be subject to fine determined by the board. Failure to pay fines will result in a Notice of Assessment of Dues and Fees Owed with Henderson County.
- 23) All written complaints to the Board will be handled on a case-by-case basis.

Revised - January 2012

Attest:

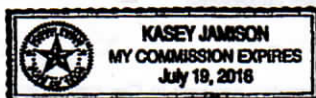
Carolynn Estates Property Owners Assoc.

By:

Robert Versace, Chairman

Executed on Nov. 24, 12 in the State of Texas, Henderson County

This instrument was acknowledged before me on the 26 day of November, 2012 by Robert Versace, Chairman of Carolynn Estates Property Owners Association, a corporation.



Kasey Jamison
Notary Public, State of Texas

Henderson County
Gwen Moffeit
County Clerk
Athens, TX 75751

Instrument Number: 2010-00012845

As

Recorded On: 09/27/2010 11:32 AM Recordings - Land

Parties: VERSACE ROBERT

To: PUBLIC

Number of Pages: 2 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 15.00

File Information:

Document Number: 2010-00012845

Receipt Number: 2010-13416

Recorded Date/Time: 09/27/2010 11:32 AM

Recorded By: Rose Felts

*****DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*****

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.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



Gwen Moffeit

County Clerk
Henderson County, Texas

Record and Return To:

ROBERT VERSACE
2169 LAKEVIEW DR

MABANK, TX 75156



CAROLYNN ESTATES SUBDIVISION A/K/A
CAROLYNN ESTATES WEST AND CAROLYNN ESTATES THE POINT

MANAGEMENT CERTIFICATE

On or about July 13, 1966, Deed Restrictions were imposed upon the real property known as Carolynn Estates Subdivision, which plat of said subdivision is duly filed at Vol. 595 page 56, Vol. 610 page 193, and Vol. 641 page 415 of the Deed Records of Henderson County, Texas.

The current officers of Carolynn Estates Property Owners Association are as follows:

Robert Versace, Chairman/Treasurer
2169 Lakeview Dr.
Mabank, Texas 75156

Larry Arnhart, Vice-Chairman
115 Pebble Beach Dr.
Mabank, Texas 75156

Dick McCreary, Secretary
104 Carolynn Rd.
Mabank, Texas 75156

Dated this 27 day of Sept., 2010

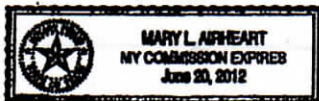

Robert Versace, Chairman

THE STATE OF TEXAS
COUNTY OF HENDERSON

not Robert Versace BEFORE ME, the undersigned authority, on this day personally appeared Dick McCreary, Secretary known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day
of Sept., 2010.

Mary L. Ashheart
Notary Public in and for
The State of Texas



CAROLYNN ESTATES SUBDIVISION A/K/A
CAROLYNN ESTATES WEST AND CAROLYNN ESTATES THE POINT
MANAGEMENT CERTIFICATE

On or about July 13, 1966, Deed Restrictions were imposed upon the real property known as Carolynn Estates Subdivision, which plat of said subdivision is duly filed at Vol. 595 page 56, Vol. 610 page 193, and Vol. 641 page 415 of the Deed Records of Henderson County, Texas.

The current officers of Carolynn Estates Property Owners Association are as follows:

Terry Bell, Chairman
2155 Hickory Trace
Mabank, Texas 75156

Larry Arnhart, Vice-Chairman
115 Pebble Beach Dr.
Mabank, Texas 75156

Robert Versace, Treasurer
2169 Lakewood Dr.
Mabank, Texas 75156

Dick McCreary, Secretary
104 Carolynn Rd.
Mabank, Texas 75156

Dated this 3rd day of December, 2007.

Dick McCreary
Dick McCreary, Secretary

THE STATE OF TEXAS
COUNTY OF ~~HENDERSON~~ Kaufman OK

BEFORE ME, the undersigned authority, on this day personally appeared Dick McCreary, Secretary known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of December, 2007.



Amanda Myers
Notary Public in and for
The State of Texas

FILED FOR RECORD
2007 DEC -4 PM 12:35

GWEN KOFFERT
COUNTY CLERK
HENDERSON COUNTY, TEXAS

PROPOSED

AMENDMENT TO THE RESTRICTIONS FOR CAROLYNN ESTATES – WEST, CAROLYNN ESTATES ADDITION AND CAROLYNN ESTATES (THE POINT)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HENDERSON §

This is the Amendment to the Restrictions for Carolynn Estates – West, Carolynn Estates Addition and Carolynn Estates (The Point) (the “Amendment”).

WHEREAS, a certain instrument entitled Original Restrictive Covenants, Carolynn Estates – West (“Declaration”) was executed by Declarant and recorded and filed in the Official Public Records of Real Property of Henderson County, Texas, Doc. No. 006410415.

WHEREAS, a certain instrument entitled Amendment to Restrictive Covenants, Carolynn Estates – West (“Declaration”) was executed by Declarant and recorded and filed in the Official Public Records of Real Property of Henderson County, Texas, Doc. No. 00009750.

WHEREAS, a certain instrument entitled Original Restrictive Covenants, Carolynn Estates Addition (“Declaration”) was executed by Declarant and recorded and filed in the Official Public Records of Real Property of Henderson County, Texas, Doc. No. 00004039.

WHEREAS, a certain instrument entitled Amended Restrictive Covenants, Carolynn Estates Addition (“Declaration”) was executed by Declarant and recorded and filed in the Official Public Records of Real Property of Henderson County, Texas, Doc. No. 00010963.

WHEREAS, a certain instrument entitled Restrictive Covenants, Carolynn Estates (The Point) (“Declaration”) was executed by Declarant and recorded and filed in the Official Public Records of Real Property of Henderson County, Texas, Doc. No. 00004931.

NOW, THEREFORE, in order to create and carry out a general and uniform plan for the Subdivision, and for the benefit of the present and future Owners of said Lots, a majority of the then Owners in Carolynn Estates-West, a majority of the then Owners in Carolynn Estates Addition and a majority of the then Owners in Carolynn Estates (The Point) hereby amends the aforementioned original restrictive covenants and amendments thereto and incorporates herein the following which shall hereafter be the restrictive covenants affecting title to all lands located and situated in Carolynn Estates Addition, Carolynn Estates – West, and Carolynn Estates (The Point) (the “Subdivision”). It is the intention and purpose of these restrictive covenants to consolidate any and all covenants and restrictions affecting title to all Lots in said Subdivision and to preserve (so far as practical) the natural beauty of all Lots situated therein; minimizing the erection of poorly designed, unproportioned and unsuitable structures, encouraging harmonious architectural schemes; and advancing the highest and best development and use of the property.

DEFINITIONS

The following words when used in the Amendment shall have the following meanings:

Section 1. "Association" shall mean and refer to the Carolynn Estates Property Owners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Board" shall refer to the Board of Directors for Carolynn Estates Property Owners Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of the Common Area, if any.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) hereafter conveyed to or otherwise acquired by the Association for the common use and enjoyment of the members of the Association.

Section 6. "Amendment" shall refer to this Amendment to the Restrictions.

Section 7. "Member" shall refer to any person or entity which holds a membership in the Association.

Section 8. "Subdivision" shall refer to Carolynn Estates – West, Carolynn Estates Addition and Carolynn Estates (The Point) as recorded in the map or plat records of Henderson County, Texas.

Section 9. "Subdivision Plat" shall refer to the recorded maps or plats of the Subdivision.

COVENANT FOR MAINTENANCE ASSESSMENTS

- (1) For each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed therefore, whether or not it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay to the Association the following: annual assessments in the amount of \$400.0 for improved Lots and assessments in the amount of \$50.00 for unimproved Lots.
- (2) Such assessments are to be fixed, established and collected as hereinafter provided. These assessments, together with interest, late fees, costs of collection and reasonable attorney's fees shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments or charges are made. Each such assessment together with such interest, late fees, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who own the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of the title to such Lot. Upon the transfer of a Lot, the assessments accrued to the date of transfer must be paid in full.

- (3) The initial annual assessments shall be \$_____ per Lot, per annum. The annual assessment shall be due by the first day of January and shall be subject to interest of not more than 10% annually on all unpaid balances. The annual assessment can be increased by a majority of a quorum of the members who attend the annual meeting in person or by proxy.
- (4) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. If any assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the Vendor's Lien herein retained against the Lot. Interest, costs of collection, costs of court, and reasonable attorney's fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association or its representative the Power of Sale and the right and power to institute and maintain an action against such Owner personally for the collection of such assessments and charges as a debt to enforce the Vendor's Lien by any methods available for the enforcement of such liens at law and in equity. No Owner may waive or otherwise escape said Vendor's Lien and liability for the assessments provided for herein by non-use of any Common Areas. If an Owner abandons or divests himself or herself of ownership of a Lot, he or she is still responsible for any annual assessment or other rightful charges which become due and payable during the time when such Owner owned the Lot as outlined by the restrictions herein provided.
- (5) No Lot is exempt from the assessments and charges created herein including those properties owned by charitable or non-profit organizations.

USE RESTRICTIONS

- (1) Only a residence, garage, or tool house may be built on the Lots and the garage and tool house must conform in appearance and construction with the residence. Construction of a residence must start within 60 days following placement of a tool house or garage on the Lot. The residence does not have to be located on the same Lot as the tool house or garage.
- (2) All buildings, including garages and tool houses must be built of new material.
- (3) All construction plans for any structures and improvements must be submitted to the Board of Directors and the Board must give written approval before any construction begins to ensure compliance of the Deed Restrictions and Covenants.

- (4) All residential buildings must be completed within 150 business days from the start date. If it is not going to be completed within 150 business days, then the Owner must get written approval from the Board of Directors of the Association.
- (5) All residential buildings must have a minimum of 1,000 square feet of floor space on the ground floor, excluding porches, carports, and garages. All residential buildings must have a concrete slab or pier and beam foundation. No "pole barns" are allowed.
- (6) All buildings, including garages and tool houses must be at least 10 feet from the front Lot line and 5 feet from the back or side Lot lines.
- (7) Building materials must be of brick, stone, vinyl, aluminum siding, wood or block. Aluminum siding, wood or block must be painted and maintained as such if not of permanent finish. No roll siding of any kind may be used.
- (8) All buildings are to be kept up and maintained so that they are neat and orderly and not a nuisance to the neighborhood. All improvements on a Lot must be maintained in a state of good repair. This includes, but is not limited to, the following: All painted surfaces must be clean and smooth with no discolored or bare areas or peeling paint and all surfaces must be free of mildew; all rotted and damaged siding and trim must be replaced and repaired; roofs must be in good repair; glass surfaces must not be cracked or broken; garage doors must be undamaged and in good repair; and fences and gates must be in good repair. If any buildings are not maintained, then the Board of the Association can send written notice by certified mail RRR or email to the Owner and the Owner has thirty (30) days from the date of the certified mail or email to do the repairs that are necessary to the building(s). If the Owner fails to respond to the letter or email and correct the problem, then the Board of the Association can assess fines on a daily basis which will be a lien on the property that can be collected in the same manner as assessments. If the Association has to hire an attorney, then the Owner is responsible for paying for all attorney's fees and costs that are incurred.
- (9) No mobile homes, manufactured homes and prefabricated homes shall be permitted on any Lot in the Carolyn Estates subdivision at any time. No shipping/storage containers are allowed on any Lot. All structures, except garages and tool sheds, must be built from the ground up on the Lot where it is going to be permanently located.
- (10) No noxious or offensive activity, including excessively loud noises, shall be carried on upon an Lot or anything be done thereon which may become an annoyance or nuisance to the neighborhood. Construction work shall not begin before 7:00 A.M. on weekdays or 8:00 A.M. on Saturday or Sunday. All construction work of any other activity which produces loud noises, which includes but is not limited to, hammering or power sawing, shall cease by 10:00 P.M. every day of the week.

- (11) No outside toilet is allowed on any Lot for more than one week unless it is used during construction and then it is only allowed for 150 days, and it must be approved by the Board of the Association.
- (12) No animals or birds other than household pets are allowed on any Lot. Dogs must always be on a leash when it is not on the Lot, and when it is on the Lot it must be in a fenced area or other enclosure that is adequate to retain the pets. No animals can be kept, bred or maintained for any business purposes. No bees can be raised in beehives on any Lot.
- (13) No trash, rubbish, garbage, manure, debris or offensive material of any kind shall be stored, kept or allowed to remain on any Lot. Nor shall any Lot be used as a dumping ground for such materials. All such material must be placed in sanitary containers constructed of metal, plastic, or masonry with tight-fitting sanitary covers or lids and placed in an area adequately screened by plants or fencing. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited material from the Lot at regular intervals at their expense. The Board of the Association can send written notice by certified mail RRR or email to the Owner and they have thirty (30) days from the date of the certified mail or email to remove the trash, rubbish, garbage, manure, debris or offensive material. If the Owner fails to correct the problem within thirty (30) days of the date of the letter or email, then the Board of the Association can assess fines on a daily basis which will be a lien on the property that can be collected in the same manner as assessments. If the Association has to hire an attorney, then the Owner is responsible for paying for all attorney's fees and costs that are incurred.
- (14) No Lot shall be used to provide access (ingress to or egress from) any other property adjoining or adjacent to the Subdivision except for the express private use by the Owner. Construction of driveways, roads, streets or thoroughfares for such intended purpose, except as provided for above, is prohibited. In the event the adjacent or adjoining property is developed, the Owner of the Lot shall not allow the Owner of the adjacent or adjoining Lot to use the property for access.
- (15) Each and every Lot is herein restricted to one residential dwelling for single family residential use only. As use herein "residential use" shall be construed to prohibit duplex houses for rental purposes or apartment houses. No trade or business may be conducted in or from any Lot and/or residence. No residence can be rented out for short term rentals. A residence can be rented for more than six (6) months. If it is rented for less than six (6) months, then it is a short-term rental. No subleases are allowed.

- (16) Easements are reserved along and within five (5) feet of the rear line, side lines, and ten (10) feet from the front line of all Lots in the Subdivision, except Lots 1W thru 27W. This easement along Pebble Beach Drive shall be five (5) feet. These easements are for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, gas lines, and other public and quasi-public utilities, and to trim trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right to ingress to and egress from and across said premises for employees of said utilities. Said easement to also extend along any Owner's side and rear property lines in case of fractional Lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said Lots not within the five-foot-wide strip as long as such lines do not hinder the construction of buildings on any Lots in the Subdivision.
- (17) No camper, recreational vehicle, trailer, or boat may be parked on any easement, right-of-way or in the street adjacent to such Lot for more than one (1) week. A right-of-way is the right to pass over another individuals land. If the camper, recreational vehicle trailer or boat is parked on an easement, right-of-way or street for longer than one (1) week, then the Board of the Association can send written notice by certified mail RRR or email to the Owner and they have thirty (30) days from the date of the certified mail or email to remove the camper, recreational vehicle, trailer or boat. If the Owner fails to correct the problem within thirty (30) days of the date of the letter or email, then the Board of the Association can assess fines on a daily basis, which will be a lien on the property that can be collected in the same manner as assessments. If the Association has to hire an attorney, then the Owner is responsible for paying for all attorney's fees and costs that are incurred.
- (18) Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the residents of the Subdivision.
- (19) Invalidation of any of these covenants and restrictions by Judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.
- (20) With respect to Lots 273-284 which are commonly referred to as Carolynn Estates (The Point), the following restrictions apply only to those Lots:
- a. All buildings contain a minimum of 1500 feet of floor space on the ground exclusive of porches, carports, patios and attached garages.

- b. All purchasers of a Lot or Lots must have written approval of the Association heretofore formed before their deed or instrument of conveyance shall become absolute. Said written approval by the said Association shall be affixed to any deed or instrument of conveyance before the same is filed of record in the office of the County Clerk of Henderson County, Texas.
- c. The failure to submit all of the construction plans, drawings and any other information requested by the Board of the Association will delay approval. The Association has thirty (30) days after all of the information is submitted to it to approve or disapprove the construction plans.
- d. In addition to all other easements previously reserved, an additional easement is reserved along and within fifteen (15) feet of the center line of the twenty (20) foot easement for a private road, such easement shall be for the construction and perpetual maintenance of conduits, pools, wires, and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, gas mains, and other public and quasi-public utilities and to trim any trees which at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises for employees of said utilities.

(21) Enforcement of these restrictions shall be by proceedings at law or in equity against any person, or persons, violating or attempt to violate any restriction, either to restrain violation and/or to recover damages from violations. The attorney's fees and costs incurred by the Association to enforce the restrictions are a personal debt of the Owner of the Lot and are a lien on the Property that can be collected like assessments.

(22) The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, the covenants and restrictions contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Costs and reasonable attorney's fees incurred by the Association in any such enforcement action shall be reimbursed to it from any Owner who is in violation of the covenants and restrictions, and if such charge goes unpaid for thirty (30) days after being sent to the Owner by mail or email shall become a part of the lien on the property and collected in the same manner as assessments. Each Owner, by his acceptance of a Deed to a Lot hereby expressly vests in the Association or its agent, the right and power to bring all actions against such Owner personally for the collection of such charges. No Owner may waive or otherwise escape liability for the charges provided for herein by non-use of the community properties or abandonment of his Lot.

- (23) These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date that this Amendment is recorded, after which time said covenants and restrictions shall be automatically extended for successive period of ten (10) years each, unless at any time an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to amend the covenants and restrictions in whole or in part. For the purpose of this provision the then Owners of Lots located within the Subdivision (is limited to one) vote on any future change, amendment or alteration hereof and one vote regardless of the number of Lots owned by the Owner in said Subdivision.
- (24) Severability. Invalidation of any one of these covenants and restrictions by Judgment or other Court Order shall in no way affect any other provisions which shall remain in full force an effect except as to any terms and provisions which are invalidated.
- (25) Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to incorporation (or other entities) or individuals, male or female, shall in all cases be assumed as through in each case fully expressed.
- (26) Titles. The titles of this Amendment contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Amendment.
- (27) Interpretation. If this Amendment or any work, clause, sentence, paragraph or other part thereof shall be susceptible of more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Amendment shall govern, if there is a conflict between this Amendment and the Articles of Incorporation and Bylaws, then this Amendment is superior to those documents.
- (28) Notices. Any notice required to be sent to any member or Owner under the provisions of this Amendment shall be deemed to have been properly sent when mailed, postpaid, to the last known address or emailed to the last known email address of the person who appears as the Owner on the records of the Association at the time of such mailing or emailing. It is the responsibility of the member or Owner to notify the Association of any changes to their mailing address or email address.