

Annotated
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EXHIBIT "A"
ADDITIONAL USE RESTRICTIONS FOR
WALDEN ON LAKE CONROE
SECTION FOUR

TABLE OF CONTENTS

<u>SECTION A-1. Definitions</u>	A1
<u>SECTION A-2. Building Type</u>	A1
<u>SECTION A-3. Building Material</u>	A1
<u>SECTION A-4. Building Location Details</u>	A1
<u>SECTION A-5. Building Size</u>	A2
<u>SECTION A-6. Garage Size</u>	A2
<u>SECTION A-7. Minimum Lot Area</u>	A3
<u>SECTION A-8. Walls and Fences</u>	A3
<u>SECTION A-9. Piers, Boat Lifts or Ramps</u>	A5
<u>SECTION A-10. Bulkheading</u>	A5
<u>SECTION A-11. Additional Rental Restrictions</u>	A5

EXHIBIT "A"

ADDITIONAL USE RESTRICTIONS FOR

WALDEN ON LAKE CONROE

SECTION FOUR

SECTION A-1. Definitions.

(A) **"Interior Lot"** shall mean a Lot which does not abut Lake Conroe.

(B) **"Waterfront Lot"** shall mean a Lot which abuts Lake Conroe.

III 1 SECTION A-2. Building Type. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two (2) stories in height, a detached or an attached garage for not less than two (2) nor more than four (4) cars, with detached garages not to exceed one (1) story in height, and bona fide servants quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises. Two (2) story dwellings shall not exceed a height of thirty-five (35) feet. No carport may face on any street on which any Lot fronts as defined herein.

III 401 SECTION A-3. Building Material. No residences (including garages) shall have less than one hundred (100) percent masonry construction (which can include HardiPlank and other similar cement-based products, but not wood) with at least fifty (50) percent of the masonry to be fired brick, natural stone or stucco.

III 5 SECTION A-4. Building Location Details. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of any

interior lot line. No main residence building, either in whole or in part, shall be located on any Interior Lot nearer than fifteen (15) feet to the rear lot line. Unless otherwise approved in writing by the Board, each main residence building will face the front of the Lot and each detached garage will face and be located at least sixty-five (65) feet from the front of the Lot on which it is situated and will be provided with the driveway access from the front of the Lot only.

III 5 SECTION A-5. Building Size. The total living area of the main residential structure on Lot 1 in Block 17, Lots 64 to 74 inclusive in Block 19, Lots 1 to 17 inclusive in Block 22, Lot 1 in Block 31, Lots 1 to 19 inclusive in Block 32, and Lots 1 to 8 inclusive in Block 33, exclusive of open porches, garages and servants' quarters, shall not be less than 1,800 square feet. Except for Lots 66 to 74 inclusive in Block 19, the total living area of the main residential structure on any Waterfront Lot, exclusive of open porches, garages, and servants' quarters shall not be less than 1,700 square feet. The total living area of the main residential structure of all other lots, exclusive of open porches, garages, and servants' quarters shall be not less than 1,600 square feet. The total living area of the main residential structure of a one and one-half (1-1/2) or a two (2) story dwelling shall not be less than 1,800 square feet.

NEW SECTION A-6. Garage Size. For new or remodeled construction, garages may be attached or detached but shall be for no less than two (2) or more than four (4) cars.

(A) Two (2) car garages must be a minimum of twenty-two (22) feet in width as measured from the inside of sill plate or brick ledge, whichever provides the larger dimension, and a minimum depth or length of twenty-two (22) feet as measured from the bottom of garage door to garage side of sill plate of inside wall or exterior wall sill plate or brick ledge.

(B) Three (3) car garages must be a minimum of thirty-four (34) feet in width as measured from the inside of sill plate or brick ledge, whichever provides the larger dimension,

and a minimum depth or length of twenty-two (22) feet as measured from the bottom of garage door to garage side of sill plate of inside wall or exterior wall sill plate or brick ledge.

(C) Four (4) car garages must be a minimum of forty-six (46) feet in width as measured from the inside of sill plate or brick ledge, whichever provides the larger dimension, and a minimum depth or length of twenty-two (22) feet as measured from the bottom of garage door to garage side of sill plate of inside wall or exterior wall sill plate or brick ledge.

(D) Garage doors must be at least a standard double, eighteen (18) foot roll up, hinged, aluminum, steel or wood door or standard single eight (8) foot roll up, hinged, aluminum, steel or wood door, or a combination of the two.

III 10

SECTION A-7. Minimum Lot Area. No Lot shall be resubdivided without the express written approval of the Board, nor shall any building be erected or placed on any Lot having an area of less than 6,500 square feet; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot within the Properties if such resubdivision results in each resubdivided Lot containing not less than the minimum Lot area stated above. It being the intention of this restriction that no building plot within the Properties contain less than the minimum area stated above.

III 13

SECTION A-8. Walls and Fences.

(A) Interior Lots. All fences on Interior Lots must be approved by the ACC in writing. No walls or fences shall be erected or maintained nearer to the front of any Interior Lot than the front building line. All walls and fences on any Interior Lots must be a maximum of six (6) feet in height unless approved in writing by the ACC. Side fences on corner lots shall extend no closer to the street than the side building line. Fences must be of ornamental metal, wood or

masonry construction, unless otherwise approved in writing by the ACC. No chain link or wire fences are permitted. A landscaping plan must be submitted for street side fencing.

(B) Waterfront Lots. All fences on Waterfront Lots must be approved by the ACC in writing. No walls or fences shall be erected or maintained nearer to the front lot line of a Waterfront Lot than the front building line. On corner lots, the side fence shall extend no closer to the street than the side building line. The side fences from the front lot line to the rear plane of the house must be a maximum of six (6) feet in height unless approved in writing by the ACC. The fence which extends behind the rear plane of the house must be a maximum of four (4) feet in height and of an open design as not to block views of adjoining properties. All fences behind the rear plane of the house must be black and constructed of ornamental metal, except the ACC may approve other materials that have the finished appearance of ornamental metal.

(C) Any wall or fence erected as a protective screening on a Lot owned by the Association shall pass ownership with title to the property and it shall be the Owner's responsibility to maintain said protective screening after it is erected. In the event of default on the part of the Owner or Occupant of any Lot in maintaining said protective screening and such failure continuing after ten (10) days written notice thereof, the Association may, at its option, without liability to the Owner or Occupant in trespass or otherwise, enter upon said Lot and cause said protective screening to be repaired or maintained or to do any other thing necessary to secure compliance with this restriction, so as to place said protective screening in a satisfactory condition and may charge the Owner or Occupant of such Lot for the cost of such work. The Owner or Occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt. If the charge remains unpaid after thirty (30) days, the Association may add the charges to the assessment account of the delinquent Owner

and may collect it as it would a delinquent assessment. The charges shall be secured by the Association's lien.

III 13 SECTION A-9. Piers, Boat Lifts or Ramps. No pier, boat lift, ramp or any other structure which projects into the water shall be constructed on any lot without the approval of the ACC. The Committee will only consider plans and proposals presented to it in writing and will immediately reject any plans for a "home-made" type deck such as one floating on barrels. Should the ACC grant permission for a floating deck or ramp, the Owner thereof agrees to maintain and keep it in a sightly manner, free of litter, fishing poles, buckets, etc. The above structures are also subject to the approval of the San Jacinto River Authority.

III 13 SECTION A-10. Bulkheading. No bulkheading shall be permitted on any Waterfront Lot except by written consent of the ACC and of the San Jacinto River Authority. No "home-made" type bulkheading will be allowed. Should permission for the construction of bulkheading be given, the Owner agrees to maintain the bulkheading and to keep it in a sightly manner. Request and permission shall be given in writing.

NEW SECTION A-11. Additional Rental Restrictions.

(A) Definitions.

(1) "**Lease**" and "**Leasing**" shall refer to the regular, exclusive occupancy of a residence or the Lot itself by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. "**Rent**," "**rentals**," or "**renting**" shall have the same meaning.

(B) Leases of Lots Prohibited. Leasing of residences for terms of less than 180 days, including short-term or vacation rentals, temporary housing, transient housing, or for retreat purposes is prohibited.

(C) Leases Allowed. *However*, if the lease or leasing strictly complies with the following terms and conditions, the lease *shall be allowed*:

(1) *Written Lease*. All leases for any Lot and/or residence must be in writing.

NEW (2) *180-Day Term Minimum*. All leases for any Lot and/or residence must be for a term of 180 consecutive days or longer.

(3) *Subject to Governing Documents*. All leases are specifically subject to the provisions of this Declaration and all other Governing Documents of the Association;

(4) *Tenant Notice*. The Owner acknowledges giving to the tenant either copies of the Declaration and all other Governing Documents *or* the Association's web site address for access to these documents.

(5) *Notice to Association*. Within 10 days of a lease being signed, the Owner of the leased Lot and/or residence shall notify the Association of the lease and provide any additional information the Association or Board may reasonably require.

(6) *Whole House*. Any residence that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased. However, the separate leasing of a detached "in-law suite" or detached "guest house" or detached "servants' quarters" may be approved by the Board.

(7) *One Family*. It is expressly forbidden to rent or lease an Owner's Lot and/or residence to more than one single family.

(8) *Signs*. No signs shall be posted on the Lot and/or residence, on any other place within the subdivision, on Common Area, or on any right-of-way adjacent to the subdivision, advertising the availability of the Lot and/or residence for rent or for lease. However, an

Owner may post one sign advertising renting or leasing so long as the sign is in compliance with the "Signs" section of this Declaration.

(9) *Lease Term.* The minimum term for which the Lot and/or residence may be leased is 180 consecutive days. There is no maximum term.

(10) *Number of Guests.* The occupancy of the leased Lot or residence shall not exceed the number of persons reasonably set by the Board. No additional visitors are permitted.

(11) *Parking.* Renters are not permitted to have more vehicles parked at or near the Lot or residence at any one time as may be reasonably determined by the Board. Renters are not permitted to park on any Common Areas or Green Space except in the normal course of using such property as intended. Renters are not permitted to park on any other Lot or residence driveway without written permission of the Owner.

(12) *Quiet Enjoyment.* Renters shall not disturb the quiet enjoyment of the Subdivision as that may be reasonably defined by the Board.

(13) *Respect Other Property.* Renters shall respect the privacy and the property of the Owners in the Subdivision which includes not going onto other Lots, not going into other residences, garages, outbuildings or boat docks, and not using the personal property of Owners without their written permission.

(D) Permits. To offset the cost of enforcement of these rental rules and regulations, the Board may establish a conditional use permit for all Owners seeking to rent his or her Lot and/or residence for amounts and for such terms as the Board in its absolute discretion may reasonably set which may include revocation of permit.

(E) Liability. Each Owner leasing his or her Lot and/or residence is solely and/or jointly and severally liable along with Renter for the conduct of the Renter as well as any damage to

Common Areas or real or personal property of other Owners caused by the Renter and Renter's guests.

(F) Notice of Violations.

(1) Upon learning of any violation of rental policies as stated in the Declaration or Governing Documents, the Association will call and email the Owner to apprise them of the violation and the time and date of the reported violation. The Owner is responsible for providing a current phone number and email address for this use.

(2) The Association will provide informal notice to the Owner within a reasonable period of time to remedy the purported violation by the Renters before taking any action such as sending formal notice under the Texas Property Code Section 209.006. Depending on the nature of the purported violation, this informal notice to the Owner could be as little as a couple of hours to days. This provision does not alleviate an Owner from taking measures to prevent violations by Renters or curing violations an Owner is aware of.

(G) Enforcement. In addition to the enforcement powers stated in the Declaration and the Governing Documents, the Board may establish policies specifically to deal with violations of rental rules and regulations including but not limited to fines for violations and forfeiture of any monies deposited to secure compliance with this Declaration and the Governing Documents.

(H) Additional Rules. The Board may adopt Rules and Regulations governing leasing and subleasing in accordance with this section on "Additional Rental Restrictions" that are in addition to but consistent with this section. The Association shall have the right to enforce the Declaration, all other Governing Documents, and any additional Rules and Regulations, against the Owner and/or the Renters, individually and collectively. This

Declaration, all other Governing Documents, and any additional Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the tenant of such.

- (I) Business. Leasing of a Lot and/or residence for residential purposes shall not be considered a “business” within the meaning of the Declaration or any other Governing Documents, provided that the Owner, and any other Owners to whom such Owner is related or with whom such Owner is affiliated, comply with this section on “Additional Rental Restrictions.” This provision shall not preclude an *institutional lender* from leasing a residence upon taking title following foreclosure of its security interest in the residence or upon acceptance of a deed in lieu of foreclosure.