

UPDATED, RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FISHERMAN'S PARADISE PROPERTY OWNERS ASSOCIATION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FISHERMAN'S PARADISE PROPERTY OWNERS ASSOCIATION

This revised declaration, made this the 30th day of September, 2013 by **Fisherman's Paradise Property Owners Association, referred to hereinafter as the "Declarant" and also same as "Association"**; WITNESSETH:

Whereas **the Association represents the property owners of Fisherman's Paradise** of the following described real property situation in Johnson County, Texas, to wit:

All the certain subdivision located in Johnson County, Texas, and being known as FISHERMAN'S PARADISE, according to the map and plat of said subdivision duly filed with the County Clerk of Johnson County, Texas, or further revisions thereof.

Reference is hereby made to the above plat and future revisions and record thereof for a full and particular description of said real property, and by reference hereto same is to be accepted as though copied in full herein.

Whereas the Declarant hereto desires to amend the recorded restrictions and to create and carry out a uniform plan for the improvement and development of all the lots in the aforesaid subdivision, for the benefit of the present and future owners of said lots, and for the protection of property values in the subdivision, and to that purpose, said party hereby adopts, establishes and imposes the following declaration, reservations, protective covenants, limitations, conditions, and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in said subdivision: and each contract or deed which may be hereafter executed with regard to any of the lots in said subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed).

NOW THEREFORE, Declarant hereby declares as follows:

ARTICLE I — DEFINITIONS

The following shall have the following meanings when used in this Declaration:

- 1.1 **Association:** "Association" means Property Owners Association of Fisherman's Paradise, a Texas non-profit corporation, its successors and assigns.
- 1.2 **Board:** "Board" means the Board of Directors of the Association.
- 1.3 **Committee:** "Committee" means the architectural control committee established and empowered as provided in Article VIII hereof.
- 1.4 **Common Area:** "Common Area" means all property, whether improved or unimproved, real and personal, or any easement, use right, maintenance, obligation, or other property right or obligation therein owned by the Association for the common use, enjoyment, or obligation of its Members, including without limitation, right-of-way, landscaping, and such other improvements and facilities lying within or upon land owned by the Association or any easements for the benefit of the Association. Common Area includes all property described as "Recreation Area and Greenbelt" on the plat of Fisherman's Paradise.
- 1.5 **County:** "County" means Johnson County in the State of Texas.
- 1.6 **Declarant:** "Declarant" means the "Association" and any successor or assignee to whom it assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the official records of the County.

- 1.7 Declaration: "Declaration" means this Declaration and all amendments or supplements hereto.
- 1.8 Improved or Unimproved: "Improved" means every improvement, structures and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, poles, signs, exterior air conditioning, antennas, towers, and any liabilities used in connection with water, sewer, gas electric, telephone, regular or cable television, or other utilities. "Unimproved" means a vacant lot with no improvements.
- 1.9 Inur: To result; to take effect or come into use; to be of use; benefit, or advantage to an individual.
- 1.10 Absentee Ballot: A ballot marked and mailed in advance by a voter who is eligible to vote but unable to attend meeting when voting is to occur. The Board receiving absentee ballot is legally required to count the vote as designated by the member. Votes cast by absentee ballot are valid for the purpose of establishing a quorum. As Association technology enables, e-voting may also be allowed.
- 1.11 Lot: "Lot" means any numbered lot or plot of land together with any improvements thereon, as delineated by the recorded final subdivision plat of Fisherman's Paradise which contains or is intended to contain a single family residential dwelling. References in this declaration to specified Blocks or numbered Lots or to such recorded subdivision Plat.
- 1.12 Member: "Member" means a member of the Association.
- 1.13 Owner: "Owner" means the record owner, whether one or more person or entities, of a fee simple title to any Lot. "Owner" shall not include any person or entity who holds an interest in a Lot merely as security for the performance of an obligation or as a tenant.
- 1.14 Property: "Property" means the land described as drawn in the Fisherman's Paradise plat.

ARTICLE II – SUBMISSION AMENDMENT

- 2.1 Submission. The Property shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to each and all of the limitations, covenants, conditions, restrictions, easements, liens, charges, assessments, and equitable servitudes set forth herein, all of which are declared to be for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of Fisherman's Paradise subdivision. All of the limitations, covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth herein shall run with, be binding upon and inure to benefit of the Property, shall be binding on and inure to the benefit of each and every person having or acquiring any right, title or interest in the Property, shall be binding upon and inure to the benefit of the successors in interest of such person, and shall inure to the benefit of the Association its successors and assigns.
- 2.2 Incorporation of Declaration into Instrument. Any deed or other instrument by which the Property or any portion thereof is conveyed shall be subject to the provisions of this Declaration and shall be deemed to incorporate the provisions of this Declaration, whether or not the deed makes reference hereto.
- 2.3 Term. This Declaration shall remain in full force and effect for a term of ten (10) years from the date this Declaration is recorded, after which time it shall be automatically extended for a successive periods of ten (10) years, unless sooner terminated by the affirmative vote of a majority of all votes, in person or by absentee ballot, of the Members of the Association.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

- 3.1 Governing Body. The Association shall be the governing body for all Owners with respect to the management, administration, maintenance and repair as provided by this Declaration and the Bylaws of the Association.
- 3.2 Membership. Membership in the Association shall be composed of and limited to Lot Owners (Active Members) and tenants (Affiliate Members). Each Lot Owner shall automatically be a Member of the Association and entitled to vote as set forth below. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Upon termination of ownership, an Owner's membership shall automatically terminate and be automatically transferred to the new owner of record of the Lot.
- 3.3 Voting, Privileges and Obligations. The Association shall have two (2) types of membership related to voting privileges.
- (A) Active Members: The Active Member(s) shall be all Owners and shall be entitled to one (1) vote for each non-attached Lot owned and for which Annual regular assessments are paid in full, and Owner(s) is in compliance with restrictions. All attached Lots are considered one Lot. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- (B) Affiliate Members: The Affiliate Member(s) are individuals residing at Fisherman's Paradise as tenants and shall have all the privileges and be subject to all the obligations of Active Members, except they shall not have the right to vote or to hold elected office.
- 3.4 Board of Directors. The Members of the Association shall elect the Board, and the Board shall, by majority rule, conduct all of the business of the Association, except when membership votes are required pursuant to the Declaration or pursuant to the Bylaws of the Association.
- 3.5 Bylaws. The Association may make and enforce whatever rules and Bylaws it deems desirable to govern the Association and its members, including, without limitation, enforcement through the imposition of fines; provided, however, any conflict between such Bylaws and the provisions hereof shall be controlled by the provisions hereof.
- 3.6 Inspection Rights. Each Owner shall have the right to inspect and examine the books, records, and accounts of the Association at reasonable times upon reasonable written notice. All costs incurred by the Association for request of examination shall be reimbursed by requesting Owner.

ARTICLE IV – COVENANTS FOR ASSESSMENTS

- 4.1 Covenant to Pay Assessments. Every Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay, to the Association such regular annual assessments or charges and such specific assessments or charges as may be levied by the Association pursuant to the provisions of this Declaration. The amount of any such annual assessment plus any other charges thereon, such as interest, late charges and costs (including attorney's fees), as such may be provided in this Declaration, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes, or (b) liens for all sums unpaid on a debt validly secured by a mortgage or deed of trust duly recorded in the land records of the County (and all amounts advanced pursuant to such mortgage or Deed of Trust and secured thereby in accordance with the terms of such instruments).

All other persons acquiring liens or encumbrances on any Lot shall be deemed to consent that such liens or encumbrances are inferior to the lien provided herein to secure the payment of future assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

The Association, as further evidence and notice of the lien, shall execute and record a document setting forth as to any Lot the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment therefor. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial or non-judicial foreclosure proceedings in accordance with Tex. Prop. Code Ann. Section 51.002 et seq., or as it may be amended (the "foreclosure Statute"), in like manner for any Deed of Trust on real property.

The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien or any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of a mortgage or deed of trust lien shall extinguish the lien to any installments of such assessments due prior to such sale or transfer. A mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure the mortgage or deed of trust shall not be personally liable for assessments on such Lot due prior to such acquisition of title.

- 4.2 Personal Obligation. Each regular annual assessment, together with any late charges, interest, collection costs and reasonable attorney's fees, shall be the personal obligation of each person or entity, other than the holder of a mortgage or deed of trust lien, who held an ownership interest in the Lot at the time such assessment was levied. If more than one person or entity held an ownership interest in the Lot at such time, the personal obligation to pay such assessment or installment respecting such Lot shall be both joint and several. No Owner may exempt himself from payment of assessments, or installments, by abandonment or leasing of his Lot. The personal obligation for delinquent assessments shall not pass to the successor Owner unless expressly assumed by such successor Owner.
- 4.3 Use of Assessments. Regular annual assessments paid by Owners shall be used to pay for operation; maintenance, preservation, enhancement, repair and improvements of the Common Area, or other purposes reasonably related to the foregoing. The foregoing is intended as an authorization to the Association and shall not be construed to require expenditure of Association funds for any particular purpose.
- 4.4 Reserve Funds. The Board may, but shall not be obligated to establish and maintain reserves for Common Area replacements and maintenance. Funds deposited in reserve for a particular purpose shall be held for that particular purpose and shall not be expended for any other purpose, except that if the Board determines that funds held in reserve, for a particular purpose exceed an amount reasonably required as a prudent reserve for that purpose, then, without the vote or written consent of Members, the excess may be allocated to any other reserve established by the budget of the Members. The excess may then be allocated to any other reserve established by the budget of the Association and expended for the purpose for which such other reserve fund has been established.
- 4.5 Regular Assessments
- (a) The regular annual assessment as established by the Association is set as described here, at:
- \$72.60 per year, per each non-attached Lot
- (b) The regular annual assessment is to be paid by the Owner yearly, in advance, as directed by the Association. The annual assessment amount may be increased from year to year up to an increase not to exceed 10% of the prior year regular annual assessment.

(c) The amount of the regular annual assessment will be decided in advance of each assessment year at the fourth (4th) quarter general meeting and approved by a majority of the Members who are voting in person or by absentee ballot.

- 4.6 Allocation of Assessments. Except as otherwise provided in the Declaration, all regular assessments, and calculation of fees and fines shall be levied equally against all Owners.
- 4.7 Delinquent Assessments and Fines. Any assessment not paid within thirty (30) days after the due date shall be delinquent. The Board may require that any delinquent assessment bear a late charge.

ARTICLE V – EASEMENTS

- 5.1 Utility Easement. Any existing easement for installation, maintenance, use or repair of public utilities or drainage facilities on and in the Property of Fisherman’s Paradise or created in some other way shall be kept free of buildings, and within such easements no structure shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, use of repair of such public utilities or drainage facilities, or which may damage, interfere, or change the direction or flow of drainage in the easements. All such easements at all times shall be accessible to all persons installing, repairing, using or maintaining such utilities and drainage facilities.
- 5.2 Easements – General. No part of any new construction shall be located on any lot nearer than thirty (30) feet to the front lot line, unless first approved by the Committee. No part of any building shall be located nearer than five (5) feet to any interior lot line, except that in the event of common ownership of more than one (1) lot, the combined area owned shall be considered as one (1) Lot for the purpose.

ARTICLE VI – INSURANCE, REPAIR AND RESTORATION

- 6.1 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Area and any improvements thereon or appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the Common Area. Such insurance may include but need not be limited to:
- (a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount that shall be equal to the maximum insurable replacement value.
 - (b) Property Owners Association liability and property insurance on a broad form basis.
 - (c) Public liability and property insurance on a broad form basis.
 - (d) Fidelity bond for all officers and having control over the receipt and disbursement of funds.
 - (e) Officers’ and directors’ liability insurance.
- 6.2 Insurance Proceeds. The Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of the property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as per Article VI, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Areas.

ARTICLE VII – USE RESTRICTIONS

The Property (and each Lot situated therein) shall be occupied and used as follows:

- 7.1 Residential Use. All Lots shall be used for single-family residential purposes except for those designated on Fisherman’s Paradise plat for commercial purposes, that being property located adjacent to FM 916, or south of Lake Side Drive.
- 7.2 Soil, Rock and Trees. No soil, rock or trees shall be removed for any commercial purpose. Cutting of trees shall be limited to the extent necessary for clearing the foundation site and driveway for construction; any additional cutting of trees over six (6) inches in diameter shall be done only upon written approval of the Committee.

7.3 Lot Area. No Lot may be re-subdivided; provided, however, that individual Lots may be divided between abutting owners and thereafter each owner's resulting oversized Lot shall be considered as one Lot upon each re-sized Lot being surveyed and said survey filed for record in the office of the County Clerk of Johnson County, Texas. Nothing herein shall prohibit the installation of a single residence on two (2) Lots, in which case both such Lots shall be considered as one (1) Lot for building purposes; and the provision in Article V herein, providing for easements, shall apply on the outside boundary lines of any combined Lots.

7.4 Structures

(a) All Unimproved, vacant Lots purchased after September 2005, shall require any and all new dwellings be a minimum of 1,500 square feet of total enclosed floor living area.

(b) All Unimproved, vacant Lots purchased after June 2010, shall require site-built homes only and shall be constructed at minimum 1,500 square foot total enclosed floor living area.

(c) All existing Improved Lots:

1. with home that is less than 1,500 square feet may remain.
2. with existing mobile home may remain. Any Lot owner with existing mobile home on Lot purchased prior to June 2010 may replace same with newly constructed mobile home once old structure is removed and Committee reviews and approves manufacture date confirming move-in is newly manufactured dwelling and meets the 1,500 minimum square footage requirement.
3. with existing mobile home on Lot purchased after June 2010 shall not replace with another mobile home and shall construct site-built home if mobile is removed for any reason from said property.

(d) Any new Improvement to existing dwellings; any and all new construction must be approved in writing by the Committee. The Committee may grant a variance allowing for a reduction of stated size requirement based if the Committee determines that the lot size, configuration or terrain necessitates a reduction. However, in no event shall the reduction reduce the living space to less than 1,000 square feet. In all cases herein total living space shall not include porches, carports or garages.

(e) No recreational vehicles, temporary camping equipment, storage shed or any other structure or vehicle not built or otherwise intended as a permanent dwelling shall remain in use as a dwelling or temporary dwelling on Property without written permission of the Committee. In no case shall such structure remain more than 72 hours except in the case of temporary housing approved for use during the time period not to exceed nine (9) months while Owner's permanent dwelling is being built.

7.5 FENCES AND WALLS. No new fence or wall shall be erected without the written approval of the Committee. No structural support of any fence or wall shall be placed on the side of the fence facing any street or common area.

7.6 CONSTRUCTION OF IMPROVEMENTS. No Improvements shall be placed on any Lot until the building plans, specifications and plot plans showing the location of such improvements on the Lot have been approved in writing by the Committee. Likewise, the alteration of any existing improvements which materially affects or changes the exterior design thereof may not be made until the plans for such alterations have been approved in writing by the Committee as described in Article VIII, herein.

(a) As stated in Article V, no part of any new construction shall be located on any Lot nearer than thirty (30) feet to the front lot line, unless first approved by the Committee. No part of any building shall be located nearer than five (5) feet to any interior lot line, except that in the event of common ownership of more than one (1) lot and the construction of one (1) building on more than one (1) lot, the combined area owned shall be considered as one (1) lot for the purpose. A variance may be granted by the Committee if the lot size, configuration and terrain make it substantially impossible to comply with the building size requirements.

(b) The Committee shall review plans to insure for all owners harmony of location and harmony of external and structural design and quality with existing structures. The Committee may take into consideration among other things the suitability of any proposed construction or the alterations thereof to existing structures and the materials of which it is to be constructed and the effect thereof upon adjacent, neighboring or other lots so as to maintain existing property values.

(c) Each residence, once commenced, must be completed within nine (9) months after the date on which such residence is commenced. Upon failure to comply, property owner

shall notify the Committee and Board and request a time variance based on just and reasonable cause. Failure to secure such variance may subject owner to fines assessed daily until completion.

7.7 USES OF SPECIFICALLY PROHIBITED.

- (a) No temporary structure such as a recreational vehicle, shop trailer or camper of any kind nor shall any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebo and buildings for storage of lawn maintenance equipment) be permitted on Lot and used as a dwelling house.
- (b) No building material of any kind or character shall be placed or stored upon the Property except and until the Owner thereof is ready to commence construction of Improvements, and then such material shall be placed within the property lines of the Lot upon which the Improvements are to be erected and used within nine (9) months. Building materials of any kind to be used for construction elsewhere or for commercial purposes shall not be placed upon or stored on any Lot in sight of roadway or neighboring lots.
- (c) No sign of any kind shall be displayed to the public view on any Lot except temporary school "spirit" signs; temporary political signs which may be placed and kept only with respect to elections scheduled in the immediate future and removed immediately following election; one (1) professional sign advertising the property for sale or rent; and professional contractor signs to advertise work in process during such repair or construction; and provided that such signs are removed immediately upon completion of work. Notwithstanding the foregoing, no sign shall use the terms "foreclosure" or "foreclosed", or Words of like import. Handwritten advertisements and pricing on window is also expressly prohibited. The Association or its agents shall have the right to remove any sign, billboard or other advertising that does not comply with the foregoing restriction, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.
- (d) No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted in the community, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the community. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the subdivision.
- (e) No noxious or offensive activity or noise shall be carried on or maintained on any Lot in the subdivision, nor shall anything be done or permitted to be done thereon, which may become a nuisance in the subdivision.
- (f) No motorcycle or all-terrain vehicle shall be permitted off of the designated streets, and shall be street-worthy as construed by the Texas Department of Public Safety. All vehicles shall have mufflers so as not to be deemed a nuisance, as identified in paragraph (d) immediately above.
- (g) Unlawful use or discharge of firearms in Fisherman's Paradise is expressly prohibited. Use of any type fireworks within Fisherman's Paradise is strictly prohibited.
- (h) No Lot shall be used or maintained as a dumping ground for garbage. Each Lot Owner shall be responsible for disposing of all trash, garbage, rubbish, tree removal and brush trimmings. Trash, garbage and rubbish shall be kept only in well-maintained, trash containers for weekly pick up and disposal. Trash containers must be kept enclosed on Owner property not in front yard or on the street on any days other than designated trash pick up day. The burning of household trash or garbage within subdivision is expressly prohibited.
- (i) Controlled burning of tree trimmings and other landscape trimmings is allowed in appropriate burn barrels and outdoor fire pits so long as said burnings are conducted only at times when no County burn ban is enacted. Johnson County burn ban shall be strictly adhered to by all Fisherman's Paradise property Owners, tenants and guests. Tree and brush remnants shall not be accumulated for any reason and shall require owner to remove/dispose of same from said Lot.
- (j) The Owner/resident of each improved and abutting Lot(s) shall keep same mowed, clean and free of trash, weeds and debris to reduce but not limited to the potential infestation of rodents, snakes and like health, safety and fire hazards and to maintain and improve community appearance and property values.

- (k) No articles, machinery and disabled vehicles or similar equipment or commercial use equipment shall be parked or stored in an area visible from any street except vehicles that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.
- (l) Propane tanks shall be placed in rear yard or enclosed behind a fence so as not visible from roadway or neighboring Lots.
- (m) Animals - No horses, cows or livestock of any kind may be kept on any lot in the subdivision. Female domesticated chickens for the collection of eggs are acceptable; however, coops/enclosures shall be placed out of sight from roadways and neighboring lots. A reasonable number of household pets shall be allowed. Responsible pet ownership shall be expected. So as not to present a nuisance and or create safety issues by, to or for pet(s), Members, tenants and guests in Fisherman's Paradise, the Association shall adhere to the Texas Animal Control Laws according to the Texas Health and Safety Code, Chapter 826, Texas Rabies Control Act, Chapter 822, subchapter B (Dogs Dangerous to Animals) subchapter D (Keeping a Dangerous Dog) Penal Code 42.09 Animal Cruelty and HB-1355 (Lillian's Law), HB-1141 (Anti-tethering law).
- (n) Both prior to and after the occupancy of a dwelling on any Lot, the Owner shall provide appropriate space for off-street parking for all vehicles and/or boats.
- (o) Sewerage - No building or structure shall be occupied as a residence unless all plumbing fixtures, dishwashers and toilets are connected to an adequate sewerage and/or grey water disposal system. No outhouses shall be permitted on any part of the Lot; all lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines. All septic tanks, lateral lines and grey water systems shall be designed and approved per Johnson County Health Department and/or Johnson County Public Works Department requirements prior to any new construction and/or alterations to septic system. Inspections and final approval shall be by same appropriate governing authority of Johnson County prior to usage. Nothing herein contained to the contrary shall prevent the installation and operation of sanitary sewer facilities by a water district or other governmental authority in said subdivision.
- (p) Each Owner shall use his/her Lot and the Dwelling Unit on his/her Lot, for single-family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex or multiplex apartment, or for any business (profit or non-profit), educational, church, professional or other commercial activity of any type, except that an Owner may use his/her residence for a personal profession or occupation, provided: (i) the public is not invited, permitted or allowed to enter the Dwelling Unit or any structure or Improvement upon such Lot and conduct daily business therein; (ii) no signs advertising such profession or business are permitted; (iii) no offensive activity or condition, noise and foul odor are permitted; and such use in all respects complies with the laws of the State of Texas, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters.
- (q) Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.
- (r) No new changes/improvements shall be made to any portion of a Lot (including without limitation any easement area, setback area, drainage channel, sale or other area) which may damage or interfere with the installation and maintenance of utilities without the prior written approval of the Committee and any appropriate governmental authority having authority to grant such approval.
- (s) Restriction On Sales, Etc.- Any sale, transfer, lease or other disposition must have Certificate of Sale or Transfer from Fisherman's Paradise Property Owners Association, its successors or assigns, stating status of property to include annual assessments due and/or liens due and payable. This restriction is not required for a transfer of such property pursuant to a duly probated will or by virtue of intestacy under the statutes of the State of Texas

All lease of property arrangements made by Owner (lessor) shall require completion of Certificate of Transfer to be filed with Fisherman's Paradise Property Owners Association. Copy of current Covenants, Conditions and Restrictions and Bylaws shall be provided to renter (lessee) prior to move-in.

ARTICLE VIII – ARCHITECTURAL CONTROL COMMITTEE

- 8.1 Committee Membership. The Committee shall consist of not less than three (3) or more than five (5) members.
- 8.2 Action by Committee. Items presented to the Committee shall be decided by a majority vote of the members. All actions shall be presented and recorded at monthly Board meetings.
- 8.3 Term. Each member of the Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed as provided herein. No member of the Committee shall be entitled to compensation for serving as member of the Committee. Positions are voluntary and subject to Board approval; vacancies to be filled by Board member until suitable replacement identified by Board.
- 8.4 Adoption Of Rules. The Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to architectural guidelines approved by Board.
- 8.5 Review of Proposed Construction. Except as otherwise specifically provided herein prior to (i) the commencement of any construction of any Improvement on the Property or any portion thereof, or (ii) any change, alteration, addition or removal of any Improvement other than normal maintenance and repair which does not materially alter or change the exterior appearance or condition of same, the plans and specifications and Fisherman’s Paradise Association (FPA) Property Modification Request Form (PMRF) therefor shall be submitted to the Committee in duplicate, and construction thereof may not commence unless and until the Committee has approved such plans and specifications in writing.
- (a) At such time as the plans and specifications meet the approval of the Committee, one complete set of plans, specifications and PMRF will be retained by the Committee and the other complete set will be marked “Approved” and returned to the Owner or his designated representative marked “Approved”, and accompanied by a statement of complete approval based on certain conditions and specifications.
 - (b) If found not to be in compliance with this Declaration, one set of such plans, ~~and~~ specifications and PMRF shall be returned marked “Disapproved”, accompanied by a reasonable statement of items found not to comply with this Declaration.
 - (c) Any modification or change to the approved said plans or specifications must again be submitted to the Committee for its inspection and approval. The approval or disapproval of the Committee, as required herein, shall be narrative and in writing.
 - (d) If the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, then approval shall be presumed, provided, however, that nothing in Section 8.5 shall affect in any way the method for seeking or granting variances, nor shall any failure of the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.
 - (e) The Committee shall consider and act upon any and all plans and specifications submitted for its approval pursuant to the Declaration, and perform such other duties assigned to it by the Board including the inspection of construction in progress to assure its conformance with plans and specification approved by the Committee.
 - (f) The Committee may postpone review of any plans and specifications submitted for approval pending its receipt of any information or document deemed necessary by it.
 - (g) The Committee shall have the authority to disapprove any proposed Improvement based upon this Declaration, and the decision of the Committee shall be final and binding so long as it is made in good faith.
 - (h) In the event the Committee disapproves any such plans, specifications and/or plot plans, notice of such disapproval shall be delivered in person or by registered or certified letter addressed to the party submitting the same at an address which must be supplied with submission. In passing upon all such plans, specifications, and/or plot plans, the Committee may take into consideration among other things, the suitability of any proposed building or the alterations thereof and the materials of which it is to be constructed, to the Lot and the effect thereof upon adjacent, neighboring or other Lots.
 - (i) The Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

- 8.6 Variance. The Committee may grant variances from compliance with any of the provisions of the Declaration when, in its opinion and its sole and absolute discretion, such variance will not impair or detract from the quality development of the Property and/or is justified due to aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument in recordable form, and must be signed by a majority of the members of the Committee. The granting of such variance shall not operate to waive or amend any of the said provisions of this Declaration applicable to the Lots for any purpose except as to particular property and the particular matter covered by the variance, and such variance shall not be considered to establish a precedent or waiver, modification or amendment of terms and provisions hereof.
- 8.7 Action of the Committee. The Committee may, by resolution unanimously adopt in writing, designate any of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Committee. In the absence of such designation, the vote of a majority of all Committee members, which may be taken without a meeting, shall constitute an act of the Committee.
- 8.8 No Waiver of Future Approvals. The approval or consent of the Committee to any plans and specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications or other matters whatever subsequently or additionally submitted for approval or consent by the same or a different person.
- 8.9 Work in Progress. At its option, the Committee may inspect any work in progress to insure compliance with approved plans and specifications.
- 8.10 Non-liability of Committee Members. Neither the Committee nor any thereof nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage, or injury arising out of or in any way connected with the performance of the Committee's or the Board's respective duties under this Declaration, unless due to willful misconduct or bad faith of such person. Neither the Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvement within the Property.
- 8.11 Address. Plans and specifications shall be submitted to the Committee at 9014 Old Wagon Trail, Rio Vista, TX 76093 (Attn: Committee Chair) or such other address as may be designated from time to time by the Committee Chair or Board.

ARTICLE IX — GENERAL PROVISIONS

- 9.1 Remedies. In the event of any default by any Owner under the provisions of this Declaration and the Bylaws of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owners and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien for the Lot and ownership interest of such Owner, or for damages or injunctions, or specific performance, or for judgment for the payment of the money and collection thereof, or for any combination of the remedies or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other Fees and expenses, and all damages liquidated or otherwise, together with interest thereon at the maximum rate permitted by law from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto upon the Lot. Any and all of such rights and remedies may be exercised at anytime and from time to time, cumulatively or otherwise, by the Association or any Owner.
- 9.2 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.
- 9.3 Conflicts. In the event of conflict between the terms of this Declaration and the Bylaws of the Association, this Declaration shall control.
- 9.4 Partial Invalidity. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 9.5 Duration of Restrictions:
- (a) The restrictions, covenants and conditions herein provided for and adopted shall remain in full force and effect until December 31, 2023 subject to modification and amendment as hereinafter provided.

- (b) At the end of the term provided in Section 9.5 (a), and at the end of each subsequent ten (10) year term per Section 2.3, these restrictions shall be automatically extended and renewed for succeeding period of ten (10) years, unless within three (3) months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been approved by a majority of Active Members per Section 3.3 herein, and shall have been recorded in the office of the County Clerk of Johnson County, Texas agreeing to change said restrictions and covenants in whole or in part.
- (c) Any or all of the restrictions, covenants and conditions herein may be repealed, amended or modified at any time by a majority of voting members, in person or by absentee ballot, at a general or special meeting specifically called for such purpose and stated in a written notice not less than ten (10) days in advance of scheduled meeting.

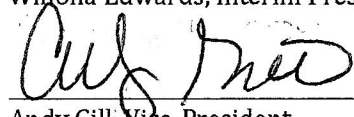
FISHERMAN'S PARADISE PROPERTY OWNERS ASSOCIATION



Winona Edwards, Interim President

9-30-13

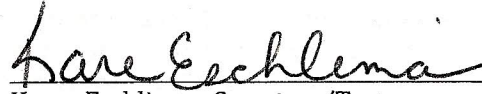
Date



Andy Gill, Vice-President

9/30/13

Date



Karen Eschliman, Secretary/Treasurer

9/30/13

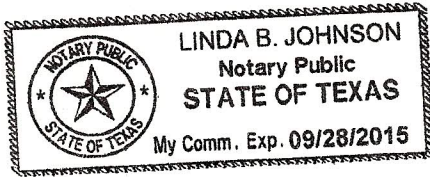
Date

OATH

State of Texas
County of Johnson

Before me, Winona Edwards, Interim President, Fisherman's Paradise Property Owners Association, personally appeared on this 30th day of September, 2013, known to me to be the person whose name is subscribed to the foregoing Updated, Restated Declaration of Covenants, Conditions and Restrictions for Fisherman's Paradise Property Owners Association and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of September, 2013.



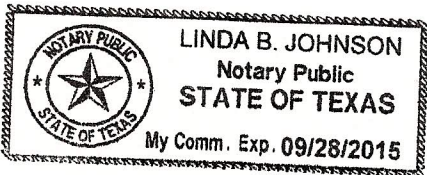
Linda B. Johnson
Notary Public's Signature

OATH

State of Texas
County of Johnson

Before me, Andy Gill, Vice - President, Fisherman's Paradise Property Owners Association, personally appeared on this 30th day of September, 2013, known to me to be the person whose name is subscribed to the foregoing Updated, Restated Declaration of Covenants, Conditions and Restrictions for Fisherman's Paradise Property Owners Association and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of September, 2013.



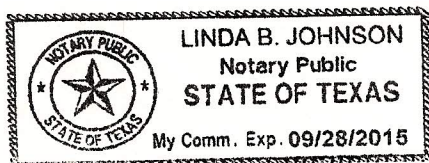
Linda B. Johnson
Notary Public's Signature

OATH

State of Texas
County of Johnson

Before me, Karen Eschliman, Secretary/Treasurer, Fisherman's Paradise Property Owners Association, personally appeared on this 30th day of September, 2013, known to me to be the person whose name is subscribed to the foregoing Updated, Restated Declaration of Covenants, Conditions and Restrictions for Fisherman's Paradise Property Owners Association and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of September, 2013.



Linda B. Johnson
Notary Public's Signature