

EXECUTED this ___ day of June, 2020

Riverchase Homeowners Association, Inc.,
A Texas non-profit corporation

By: _____
Aleksandra Rolfson, Board Member
Riverchase Homeowners Association, Inc.

STATE OF TEXAS

§

COUNTY OF COLLIN

This instrument was acknowledged before me on the ___ day of June, 2020, by Aleksandra Rolfson, Board Member and authorized representative of Riverchase Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

After Recording, Return to:

Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RIVERCHASE**

THE STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF COLLIN

THAT THIS FIRST AMENDMENT DECLARATION is made on the date hereinafter set forth by Riverchase Homeowners Association, Inc. (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Riverchase Homeowners Association, Inc., executed by D. R. Horton - Texas, Ltd., a Texas a limited partnership, as Declarant, recorded on December 1, 2000 at Instrument No. 2000-0130500 in the Real Property Records of Collin County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants, Conditions and Restrictions for Riverchase" (the "Declaration") designating Riverchase Homeowners Association, Inc. (the "Association") to administer and enforce the Covenants and Restrictions contained in the Declaration; and

WHEREAS, the Bylaws of Riverchase Homeowners Association, Inc. were recorded on or about December 1, 2000 at Document #2000-0130501 in the Real Property Records of Collin County, Texas and entitled "Bylaws of Riverchase Homeowners Association, Inc."

WHEREAS, the Declaration, the Bylaws, and all amendments and supplements thereto remain in full force and effect; and

WHEREAS, per Article 1, Section 1.5 of the Bylaws of the Association, "*the Association, acting through the board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the development as may be required or permitted by the Documents and State law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interest of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.*"

WHEREAS, per Article 2, Section 2.8 of the Bylaws of the Association, "*the board has all powers and duties necessary for the administration of the Association and for the operation and maintenance of the development. The board may do all acts and things except those which, by law or the Documents, are reserved to the members and may not be delegated to the board. Without prejudice to the general and specific powers and duties set forth in the laws or the Documents, or powers and duties as may hereafter be imposed on the board by resolution of*

the Association..."

WHEREAS, Article XII, Sections 12.1, 12.2 and 12.3 of the Declaration provide as follows:

“12.1 Consents Required. As permitted by this Declaration, certain amendments of this Declaration may be executed by Declarant Alone, or by the Board alone. Otherwise, amendments to this Declaration must be approved by owners of at least a majority of the Lots.

12.2 Method of Amendment. For an amendment that required the approval of owners, this Declaration may be amended by any method selected by the board from time to time, pursuant to the bylaws, provided the method gives an owner of each lot the substance if not exact wording of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment.

12.3 Effective. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by an officer of the Association, certifying the requisite approval of owners and, if required, Eligible Mortgagees; and (3) recorded in the real property records of every county in which the Property is located.”

WHEREAS, the Association has met the requirements of Article 12, Sections 12.1, 12.2 and 12.3 of the Declaration. This amendment was approved at a duly called meeting of the Board of Directors held in May 2020.

WHEREAS, the terms and provision of the Riverchase Homeowners Association, Inc. Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold, and conveyed subject to the terms and conditions of the Riverchase Declaration and any amendments and supplements thereto. The Declaration, and any amendments and supplements thereto shall run with title to the Property and are binding on all parties having any right, title, or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees, and assigns, and shall inure to the benefit of each Owner thereof.

WHEREAS, the effective date of this Amendment shall be June 1, 2020.

RESOLVED, that pursuant to the provisions of Articles 1, 2, and 5 of the Bylaws and Articles XII of the Declaration, the Original Declaration and any amendments and supplements thereto of Riverchase Homeowners Association, Inc. are hereby amended with the following First Amendment to the Declaration of Riverchase Homeowners Association, Inc. Riverchase

Homeowners Association, Inc. declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to all covenants, conditions, restrictions, easements, liens and charges contained in the Declaration, as modified and amended herein.

NOW, THEREFORE, the Riverchase Homeowners Association, Inc. Declaration is hereby amended as follows:

Article V, Section 5.5 is hereby redacted in its entirety and shall now read as follows:

5.5 Animal Restrictions. *No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintain, or cared for on or within the Property. No owner may keep more than 4 dogs and/or cats on each lot. No owner shall allow a pet to run loose or become a nuisance to other residents. No pets may be raised for sale, and commercial kennels of any kind are expressly prohibited. All pet waste will be removed and appropriately disposed of by the owner of the pet. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Property. The board may adopt, amend, and repeal rules regulating the types, size, numbers, locations and behavior of animals at the property.*

Article V, Section 5.7 and Article IX, Sections 9.2, 9.2.1, 9.2.2, 9.2.3, 9.2.4, and 9.3 are hereby redacted in their entirety and shall be replaced with the below and shall now read as follows:

5.7 Appearance/Owners Responsibility. *Both the lot and the dwelling shall be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots.*

Owner Responsibility: Every owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property.

5.7.1 House Maintenance. *Each Owner, at the owner's expense, must maintain all improvements on the lot, including but not limited to the dwelling, fences, sidewalks, and driveways. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each owner is expected to maintain his lot's improvements at a level, to a standard, and with an appearance that is commensurate with the*

neighborhood. Specifically, each owner must repair and replace worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces.

5.7.2 Yard Maintenance. Each owner, at the owner's expense, shall maintain the yard on his lot at the level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each owner shall:

- a. Maintain and attractive ground cover or lawn on all yards visible from a street.
- b. Edge sidewalks and street curbs at regular intervals and no less than two (2) times a month.
- c. Weed eat all areas around the dwelling and property.
- d. Keep and maintain flower beds and around them free of weeds.
- e. Mow the lawns and grounds at regular intervals and no less than two (2) times a month.
- f. Prevents lawn weeds from spreading to neighboring lots.
- g. Prevent lawn weeds and/or grass from exceeding 6 inches in height.
- h. Not plant vegetable gardens that are visible from a street.
- i. Prevent plant material in front of the windows from growing taller than the window bottom.

5.7.3 Avoid Damage. An owner shall not do any work or fail to do any work which, in the reasonable opinion of the board, would materially jeopardize the soundness and safety of the Property, reduce the value of the Property, adversely affect the appearance of the Property, or impair any easement relating to the Property.

5.7.4 Responsible for Damage. An Owner is responsible for this willful or negligent acts and those of his or the resident's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement to the common areas or the property of another Owner.

5.7.5 Owner's Default in Maintenance. If the board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the board may give the Owner written notice of the Association intent to provide the necessary

maintenance at owner's expense. This notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the owner fails or refuses to timely perform the maintenance, the Association may do so at the owner's expense, which is an individual assessment against the owner and his lot. In case of an emergency, however, the board's responsibility to give the owner written notice may be waived and the board may take any action it deems necessary to protect persons or property, the cost of the action being the owner's expense.

Article V, Section 5.10 is hereby redacted in its entirety and shall now read as follows:

5.10 Fires. *Permanent outdoor firepits shall require an ACC approval and must comply with the 2015 International Fire Code, Section 307. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within fifteen (15) feet of a structure or combustible material. Grills, portable fire pits, etc. cannot be stored or left in a front of the dwelling or be visible from the street.*

Article V, Section 5.14 is hereby redacted in its entirety and shall now read as follows:

5.14 Leasing of Homes. *Upon acquiring ownership of a Lot, an owner may not lease the residence located thereon or any portion thereof, until the expiration of twelve (12) months from the date of the closing of the sale of the residence or recording of the deed to the residence which conveys title, whichever is earlier. An owner may apply to the Board of Directors for a waiver of this provision.*

No owner may lease their property for a term of less than two months. Daily, Weekends, and Weekly rentals are hereby prohibited.

Subject to the limitations provided above, an owner may lease the dwelling on his lot. Whether or not it is so stated in a lease, every lease is subject to the Documents. An owner is responsible for providing his tenant with copies of the documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Documents, federal or state law, or local ordinances is deemed to be a default under the lease. When the Association notifies an owner of his tenants' violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for the tenant's breach of the lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the association has the power and right to pursue the remedies of a landlord

under the lease or state law for the default, including eviction of the tenant. The owner of a leased lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his tenants. The Association is not liable to the owner for any damages, including lost rents suffered by the owner in related to the Association's enforcement of the Documents against the owner's tenant.

Article V, Section 5.14 is hereby redacted in its entirety and shall now read as follows:

5.14 Lease Restriction. *A Residence shall be leased for a period of not less than one (1) year. All leases must be in writing and a copy of the lease, along with contact information for the adult occupants and their vehicles, shall be delivered to the Association within ten (10) days after its execution. All tenants and occupants shall be bound by the Restrictions, but the lease of a Residence shall not discharge the Owner from compliance with any of the obligations and duties of the Owner. All leases shall make reference to the Restrictions and Owners shall provide tenants with a copy of this Declaration. All leases shall be subject to this Declaration and the other documents of the Association, regardless of whether the lease makes specific reference to them or whether the Owner delivers this Declaration to the tenant. The Board may adopt and enforce reasonable rules regulating leasing. This section shall also apply to assignments and renewals of leasers. The Board shall have the express authority to promulgate additional leasing or occupancy rules, including penalties for infractions thereof.*

Article V, Section 5.15 is hereby redacted in its entirety and shall now read as follows:

5.15 Noise & Odor. *An Owner or Resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring lots. The playing of any phonograph, television, radio, amplified music or sound, or any musical instrument with such volume, particularly between the hours of 10:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling or any surrounding lot is hereby prohibited.*

Article V, Section 5.18 is hereby redacted in its entirety and shall now read as follows:

5.18 Screening & Trash Cans. *The ACC may require that the following items must be screened from the view of the public and neighboring lots and dwellings, if any of these items exists on the lot: (1) air conditioning equipment; (2) satellite reception*

equipment; (3) clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind; (4) yard maintenance equipment; (5) wood piles and compost piles; (6) accessory structures that do not have prior approval of ACC; (7) garbage cans and refuse containers; (8) anything determines by the board to be unsightly or inappropriate for a residential subdivision. Plant material, such as trees and bushes, may be used for screening.

Owner and Residents are required to remove all trash and recycling containers from the street within 24-48 hours of trash or recycling pick up. Violations of this provision shall result in a fine.

All bulk trash shall be scheduled for pick up with CWD.

Article V, Section 5.22 is hereby redacted in its entirety and shall now read as follows:

5.22 Vehicles and Traffic Control. All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section and Rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sized, numbers, conditions, uses, appearances, and locations of vehicles on the Property. Without prior written board approval, the following types of vehicles and vehicular equipment – mobiles or otherwise – may not be kept, parked, or stored anywhere on the Property if the vehicle is visible from a street or from another lot: mobile homes, motor homes, buses, trailers, boats, aircraft, inoperable vehicles, commercial truck cabs, trucks with tonnage over one ton, vehicles with advertising signage (unless approved by the board), vehicles which are not customary personal passenger vehicles, and any vehicle which the board deems to be a nuisance, unsightly, or inappropriate. This restriction includes overnight parking on streets, driveways, and alleys. This restriction does not apply to vehicles and equipment temporarily on the Property in connection with the construction or maintenance of a dwelling. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. The Association may effect the removal of any vehicle in violation of this Section or the Rules without liability to the Owner or operator of the vehicle.

If and when Owners and Residents decide to park on the street, they shall park in the direction of the traffic and shall not impede flow of the traffic.

Parked vehicles on both sides of the street creates a hazardous environment for

ambulances and emergency medical technicians in the case of an emergency. Owners and Residents are strongly encouraged not to park on any street within the Property. Each lot has a two (2) car garage and two (2) car driveway and Owners and Residents should utilize them as intended.

Article V, Section 5.22.1 is hereby added to the Declaration and shall read as follows:

5.22.1 Guest Parking. *Owners and Residents shall inform their guests of the restrictions contained within the dedicatory instruments related to parking on the streets. If, and when, Owners and Residents have guests that will need to park on the street longer than seven (7) days, they shall inform the Board of the Association. No permanent guest parking shall be allowed on the streets without prior Board approval.*

Article V, Section 5.24 is hereby added to the Declaration and shall read as follows:

5.24 Holiday Decorations. *Customary seasonal decorations for holidays are permitted but shall be removed within thirty (30) days of the applicable holiday.*

[signature page follows]

IN WITNESS WHEREOF, the Board of Directors of the Riverchase Homeowners Association, Inc. has caused this First Amendment to the Declaration for Riverchase to be effective as of the date of its filing in the Collin County Clerk's Office.

EXECUTED this __ day of June, 2020

Riverchase Homeowners Association, Inc.,
A Texas non-profit corporation

By: _____
Aleksandra Rolfson, Board Member
Riverchase Homeowners Association, Inc.

STATE OF TEXAS

§

COUNTY OF COLLIN

This instrument was acknowledged before me on the __ day of June, 2020, by Aleksandra Rolfson, Board Member and authorized representative of Riverchase Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Notary Public in and for the State of Texas
After Recording, Return to:
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Dallas, TX 75206